Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE INTERNET ACCESS SERVICES

Date:	February 18, 2010
Contract #:	VA-071001-CBV
Contractor:	Continental Broadband VA Inc. dba NetTelcos Continental Visinet 4551 Cox Road, Suite 400 Glen Allen, VA 23060
FIN:	43-2037020
Contact:	Scott Rodgers Phone: 804-672-4161 Fax: 804-672-6851 Email: scott.rodgers@nettelcos.com
Term:	July 13, 2009 – July 12, 2010
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Leslie
Strategic Sourcing Specialist
Phone: 804-416-6161
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-416-6351

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

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-071001-CBV

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 outlines contractor's agreement to allow GMU to co-locate terminal equipment in their Glen Allen data center	6/25/08
2	Mod 2 updates contract term and ordering officers and adds Project Change Request issued by the contractor	7/13/09
3	Updates VITA's contact information	2/18/10

MODIFICATION #2
TO
CONTRACT NUMBER VA-071001-CBV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CONTINENTAL VISINET BROADBAND , INC.
(d.b.a. Nettelcos Continental Visinet)

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and **CONTINENTAL VISINET BROADBAND , INC.**, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-071001-CBV, as modified.

Reference: Page 10 of 24, Exhibit D entitled, "Individuals Authorized to Order Services"; Page 14 of 24, Paragraph 3a entitled, "Contract Term".

Both of the above referenced parties agree to the following:

1. The term of Contract VA-071001-CBV shall be extended from the date of the signing of this modification for a 12 month period.

2. Exhibit D is changed to indicate the following Ordering Officers.
   a. Linda Brown
   b. Margaret A. Moran
   c. Pamela Wood-Henry
   d. Carol Haygood

3. Add the attached Project Change Request issued by Contractor for services at the indicated locations and pricing.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-071001-CBV 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.

CONTINENTAL VISINET BROADBAND, INC	COMMONWEALTH OF VIRGINIA
BY: Bryan Smith	BY: Philip L. Pippert
NAME: Bryan Smith	NAME: Philip Pippert
TITLE: VP of Sales	TITLE: Associate Director, SCM
DATE: 6/24/09	DATE: 7/13/09

PROJECT CHANGE REQUEST

MANAGED SERVICE AGREEMENT

This Project Change Request dated the 19 day of June, 2008 ("Today's Date"), is issued pursuant to Managed Services Agreement between Continental Broadband Virginia LLC dba NET Telcos ("NET Telcos"). and VITA ("Customer") dated 10-1-07 ("Effective Date of Agreement"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Company Name:	VITA	Contact:	Doug Crenshaw, Strategic Sourcing
Contact Phone#:	(804) 416-6160	Contact Email:	Doug.Crenshaw@vita.virginia.gov
Account Manager:	Stratton	Account#	9483
Term:	12 month renewal extension of original 24mo. contract effective 10-1-07	Remaining Term if coterminous:	

By Component	Description of Equipment and Services	One-Time Charge	Monthly Charges
Services			
	Disco former Cary Street circuit at 1111 East Main Street, Richmond, VA 23219 - 9th Floor, Suite 901 - VIPNet - T-1 – 1.544 Mbps Circuit and local loop		(875)
	Replace with new 12 month Glen Allen circuit at 1111 East Main Street, Richmond, VA 23219 - 9th Floor, Suite 901 - VIPNet - T-1 – 1.544 Mbps Circuit and local loop		575
	Disco former Cary Street circuit at 7 North 8th Street, Richmond, VA 23219 - 6th Floor with an extended DEMARC on the 2nd Floor.- Virginia Dept of Social Services - DS3 and local loop		(7750)
	Replace with new 12 month Glen Allen circuit at 7 North 8th Street, Richmond, VA 23219 - 6th Floor with an extended DEMARC on the 2nd Floor.- Virginia Dept of Social Svcs - DS3 and local loop		6750
	Disco former Cary Street circuit at 2300 West Broad Street, Richmond, VA 23220 - 2nd Fl, Internet Room 261C - Virginia Dept of Motor Vehicles - 4 T-1s (6Mbps) and local loops		(2750)
	Replace with new 12 month Glen Allen circuit at 2300 West Broad Street, Richmond, VA 23220 - 2nd Fl, Internet Room 261C - Virginia Dept of Motor Vehicles - 4 T-1s (6Mbps) and local loops		850
Installation			
	NetTelcos to migrate circuits from Cary Street to Glen Allen with designated client staff at each site. Retain all IP space and re-provision on new circuits. Client will provide Letters Of Authority and Customer Facility Assignments as necessary.		
	Total	$0.00	(3200)
	Excludes Applicable Taxes and Regulatory Fees		

Continental Broadband Virginia, LLC. dba NET Telcos Communications ("NET Telcos")

Name: Bryan Smith

Signature: Bryan Smith

Title: VP of Sales

Date: 6/24/09

Customer Name VITA

Name: PHILIP L. PIPPERT

Signature: Philip L. Pippert

Title: ASSOC. DIRECTOR, SCM

Date: 6/24/09

ENTERED JUN 2 5 2009

MSP _____

VAN _____

MODIFICATION #1
TO
CONTRACT NUMBER VA-071001-CBV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CONTINENTAL VISINET BROADBAND , INC.
(d.b.a. Nettelcos Continental Visinet)

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and **CONTINENTAL VISINET BROADBAND , INC.**, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-071001-CBV, as modified.

Reference: Page 15 of 24, Paragraph 4A entitled, "Nature of Services and Engagement":

Both of the above referenced parties agree to the following:

That the Contractor agrees to allow George Mason University to co-locate terminal equipment in the Contractor's data center located in Glen Allen, VA, provide the necessary environmental support, and provide 20 Mbps service at a monthly recurring charge (MRC) of $3,024.00 and an installation charge (NRC) of $1009.00.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-071001-CBV 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.

CONTINENTAL VISINET BROADBAND, INC	COMMONWEALTH OF VIRGINIA
BY: S.A. Rodgers	BY: Doug Crenshaw
NAME: SCOTT A. RODGERS	NAME: Douglas Crenshaw
TITLE: GENERAL MANAGER	TITLE: Strategic Sourcing Manager
DATE: 6/25/08	DATE: 6/25/08

Virginia Information Technologies Agency

expect the best

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
Meadowville Technology Park
11751 Meadowville Lane
CHESTER, VIRGINIA 23836

CONTRACT VA-071001-CBV

SUPPLIER

COMPANY NAME:	**Continental Broadband Va, Inc.**	**SALES CONTACT:**	**Scott Rodgers**
	dba Nettelcos Cont. Visinet	**TITLE:**	**General Manager**
ADDRESS:	**4551 Cox Road, Suite 400**	**PHONE NO:**	**804-672-4161**
CITY/STATE/ZIP:	**Glen Allen, VA 23060**	**FAX:**	**804-672-6851**
FEIN:	**43-2037020**	**E-MAIL ADDRESS:**	**scott.rodgers@nettelcos.com**
WEBSITE URL:	**www.nettelcos.com**		

VITA TERM CONTRACT for Alternative Statewide Internet Service

Services:	**High Speed and Dial-up Internet Access Service**
Authorized Contract Users:	**Agencies, Institutions and Public Bodies in the Commonwealth of Virginia**
Contract Term:	**Two (2) years initial period with three (3) twelve-month (12) renewals**
Pricing:	**See Exhibit "A"**
Service Delivery Intervals:	**See Exhibit "B"**
Additional Discounts:	**None**
Installation:	**See Exhibit "B"**
Orders:	**Standard Order Process: for Services in "Exhibit A", via Telecommunications Service Order (TSO). See Exhibit "B" – Telecommunications Service Order Template.**

VITA SCM Contacts: **Contract Administration/Compliance**
Charles Townes, Contract Manager
Voice:(804) 416-6088
Fax: (804) 416-6361
E-mail Address: contracts@vita.virginia.gov

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

EXHIBIT A: PRICING	VA-071001-CBV	**PAGE 1 OF 1**
SHIP TO: Service Location as Specified on TSO	**REQUIRED DELIVERY DATE (RDD)** As Specified on TSO	**BILL TO:** VITA / Accounts Payable Meadowville Technology Park 11751 Meadowville Lane Chester, VA 23836

Bid Item No.	Description	Qty	Monthly Price **		Install	Extended 2-year Price *
	The Commonwealth of Virginia desires to purchase the following Internet Service items					
	High Speed Internet Access (Monthly Rate)					
1	1.5 Mbps	1	875.00		1,000.00	22,000.00
2	6 Mbps	1	2,750.00		1,000.00	67,000.00
3	10 Mbps	1	6,500.00		1,000.00	157,000.00
4	22.5 Mbps	1	7,750.00		1,000.00	187,000.00
5	Dial-Up Internet Access (Monthly Rate)	1	12.00			288.00
6	**Internet Support Service**					
7	Via Telephone (Rate/Hour)	75				
8	Via On-Site (Rate/Hour)	150				
	TOTAL EVALUATED PRICE:					433,288.00

*** Extended 2-Year Price = Monthly Price X 24 months + Installation**

** Pricing Subject to local loop availibility and distance to nearest point of presence.

EXHIBIT B - SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA and agreed to by the Supplier in an order. VITA may delay the Service commencement date by notifying the Supplier at least ten (10) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

B. Service Description

High speed and dial-up Internet access service on a statewide basis. The Internet services must be charged at a flat rate with non-distance sensitive pricing. Orders will be placed individually. Pricing shall include registered IP addresses, email, DNS and web hosting.

The Commonwealth of Virginia is currently using COVANET (Verizon Business Services) and NetTelcos for high speed and dial-up subscription services. Statewide dial-up coverage without toll charges is desired.

Approximately twenty-nine (29) agencies are using a total of 72 diallup connections to the Internet and are on the current contract with NetTelcos along with four (4) private line circuits with speeds ranging from 1.544 Mbps to 22.5 Mbps. See the listing of the private connections included in this Exhibit.

At the termination of the contract the selected Supplier shall assist the Commonwealth and the new vendor with the orderly and timely transition of all accounts/IDs and stored e-mail or data to the new Supplier's site/equipment. Timely is defined as a network outage of no more than four (4) hours. The Supplier shall take no action during the course of the contract that would limit the ability of the Commonwealth to transfer this service to a new Supplier.

The Supplier must provide no charge, 24 hour-a-day, 7 day-a-week support for the services provided. Suppliers shall include unlimited telephone support for all services provided under this contract with a thirty (30) minute telephone response acknowledging a service assistance call. The Supplier shall provide problem resolution within four (4) hours after notification. The Supplier must provide a toll-free telephone number for reporting problems here: **866-328-2286**

C. Installation

The selected Supplier will need to migrate the current users to the replacement service with little or no impact on service. The Supplier shall include, in the bid, a plan for transition.

For Telecommunications Service Order (TSO) instructions, please refer to the appropriate paragraphs within the attached Terms and Conditions. See the TSO format included in this Exhibit.

Unless otherwise authorized in writing by VITA, Supplier shall not, in performing installation services, interfere with the current telecommunications cabling system of the public body which is the recipient of Supplier's Services in a manner that causes operational outages. Notwithstanding the foregoing, in the event that temporary modifications to the existing cabling systems become necessary to complete the installation of the new service, the Supplier shall notify the on-site point of contact indicated in the Telecommunications Service Order (TSO) for the public body which is the recipient of Supplier's Services of such need and shall schedule a mutually agreeable time for such modifications to be completed.

Billing for services must be on an individual line or user basis and be billed to VITA on a monthly basis, in arrears.

D. Service Delivery Intervals

Once initial installation Services have been performed by Supplier and accepted by VITA at the location(s) specified on the applicable order, VITA may issue a new order for the performance of additional Services. Upon receipt of such order, Supplier shall deliver the Services specified therein, which may include making changes to existing services or de-installation or disconnecting of existing services.

Supplier's failure to comply with the above identified time frames shall be deemed a default, and VITA may, at its sole discretion and in addition to all other available remedies, exercise its rights pursuant to the Term and Termination section of this Contract. Supplier shall not be deemed in default if its failure to comply is a result of the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order.

E. Acceptance

Service(s) shall be accepted when VITA determines that the Services ordered meet the requirements or written criteria set forth here and/or in the applicable order. VITA shall commence Acceptance testing within a reasonable time period after performance of the Service or within such longer time period mutually agreed upon by the Parties to the order. VITA shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's Services fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA may require the Supplier to re-perform such Services.

Supplier agrees to provide to VITA or the Authorized User such assistance and advice as VITA may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses not included in the fixed price of an order must be pre-approved by VITA or the Authorized User and shall be reimbursable by VITA at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf, or a successor URL(s)).

Acceptance shall be effective for the purpose of making payment for Services, as applicable, provided, however, Acceptance by VITA following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance

therewith is discovered by VITA after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract for which VITA may exercise the remedies provided in the section herein entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

F. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within fifteen (15) days of written notice of non-conformance by VITA, or as otherwise agreed between VITA and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a “partial Acceptance” of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

G. Service Performance Standard

The service must operate at an end-to-end (or customer premise equipment [CPE] to CPE) availability of 99.83% or higher over a twelve (12) month period. An outage of no more than .17% (15 hours per year) is permissible. The Supplier must provide network performance reports to VITA upon request which provide information on the service availability of the Internet service and report on link availability, utilization and errors.

H. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA, Authorized User, or other public body which is the recipient of Supplier’s Services while using the Services. The SPOC shall be staffed and available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier’s Services is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier’s Services is denied access to the Service.

In addition, VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier’s Services is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier’s Services is denied access to the Service.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which Authorized User is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any

single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which Authorized User is denied access to the Service.

In addition, VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which such Authorized User is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which such Authorized User is denied access to the Service.

Credits and rebates are remedies available to VITA in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

I. Training and Documentation

Any training or documentation necessary for public body recipient of the Service to have full benefit of such Service shall be deemed included in the scope of the order unless expressly excluded.

J. Failure to Deliver

In the event the Supplier fails for any reason, other than a Force Majeure event or the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order, to deliver in a timely manner or according to Contract terms the Services set forth in the Pricing Exhibit, VITA at its sole discretion, may give Supplier written notice of default. Once notice by VITA is sent or given, VITA may, if allowable pursuant to applicable law and regulation, immediately procure services from another source. Once VITA has effected a purchase from an alternate source, in accordance with the Virginia Public Procurement Act (§2.2-4300 et seq. of the Code of Virginia), the parties agree that VITA may charge-back Supplier, in which case Supplier agrees to reimburse VITA for any difference in cost between the original Contract price and cost to VITA to cover from the alternate source. In no event shall VITA be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of notice of default by VITA. This remedy is in addition to and not in lieu of any other remedy VITA may have under this Contract or at law or in equity.

TELECOMMUNICATIONS SERVICE ORDER TEMPLATE

TELECOMMUNICATIONS SERVICE ORDER

01 FEB 27 AM 8:20

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* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
* DIT ORDER NO : 102001-786-XYZ                    PROJECT:                            *
* ACCOUNT NO.  : NEWACCOUNT              REQUESTED DUE DATE: 20010401                  *
* DIT CONTACT  : SUSAN STANLEY                                                          *
* TELEPHONE    : 804/344-5687                                                           *
* COPY TO      :                                                                        *
*                                                                                       *
* DIT APPROVAL : ____________________________________ DATE: ____________               *
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
  ACTIVITY CODE: 0138073              AGENCY LOG NO:
  AGENCY       : INFORMATION TECHNOLOGY,DEPARTMENT
  COORDINATOR  : MARY SMITH
  ADDRESS      : 110 SOUTH 7TH STREET
  CITY         : RICHMOND
  STATE:       : VA                              ZIP: 23219
  TELEPHONE    : 804/344-5645
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
* VENDOR       : XYZ TELEPHONE                                                          *
* ADDRESS      : 101 TELEPHONE LANE                                                     *
* CITY         : ANYTOWN                                                                *
* STATE        : VA                               ZIP: 23111                            *
* REMARKS TO VENDOR:                                                                    *
*                                                                                       *
*    PLEASE PROVIDE US WITH ALL MONTHLY RECURRING CHARGES (RECAP OF BILL)               *
*    ASSOCIATED WITH THIS ORDER.                                                        *
*                                                                                       *
*                                                                                       *
*                                                                                       *
* SERVICE REP: ____________________________________________________                     *
*                                                                                       *
* TELEPHONE  : ____________ DUE DATE: ________                                          *
*                                                                                       *
* S.O. NOS   : ____________ ____________ ____________ ____________                      *
*                                                                                       *
* REMARKS FROM VENDOR:                                                                  *
*                                                                                       *
*    ___________________________________________________________________________________*
*    ___________________________________________________________________________________*
*    ___________________________________________________________________________________*
*    ___________________________________________________________________________________*
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
  SERVICE ORDER GENERAL DESCRIPTION:          DESCRIPTION PAGE  1 OF   2

  LOCATION CONTACT:  ALFONIA  RAY     COORDINATOR
                     540/679-9999
                     4581 SAGEWOOD TRAIL DRIVE
                     ANYTOWN, VA 24316

    -------------------   XYZ TELEPHONE COMPANY   -----------------------
```

Listing of Current Private Line Circuits

Service Location	Speed of Service
Virginia Department of Social Services 7 North 8th Street Richmond, VA 23219	22.5Mbps
Department of Motor Vehicles 2300 West Broad Street, Rm 261 Richmond, VA 23220	6Mbps
VIPNET 1111 East Main Street Richmond, VA 23219	1.5Mbps
City of Virginia Beach 2405 Courthouse Drive, Building 2 Virginia Beach, VA 23456	1.5Mbps

EXHIBIT C – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: X S.A.R.

Printed Name: Scott Rodgers

Organization: Continental Broadband VA, Inc DBA Nettelcos, Continental Visinet

Date: 8/14/07

EXHIBIT D – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

The authorized Ordering Officers for this Contract are as follows:

Phillip B. Johnson	**Linda Brown**	**Margaret A. Moran**

CONTRACTUAL TERMS AND CONDITIONS
TELECOMMUNICATIONS SERVICES CONTRACT
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S. Entire Contract Error! Bookmark not defined.

CONTRACTUAL TERMS AND CONDITIONS
TELECOMMUNICATIONS SERVICES CONTRACT

THIS TELECOMMUNICATIONS SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Supplier to be effective as of the date in set forth on the signature page of this Contract ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide delivery and installation of high speed and dial-up Internet service to public bodies as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, located within the Commonwealth of Virginia.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing in conformance with the requirements as determined by VITA in the applicable order.

B. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

C. Party

Supplier, VITA, or a Commonwealth public body, which is a recipient of Supplier's Services.

D. Service

Any work performed or service provided by Supplier under this Contract for the benefit of VITA, or another public body on whose behalf VITA has placed an order with Supplier.

E. Supplier

Any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services under this Contract.

F. Telecommunications Service Order (TSO)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit B to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

G. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

H. Warranty Period

All Services purchased under this Contract remain under warranty for the time period commencing after acceptance by VITA and continuing through expiration of the Contract or discontinuance of the Services at the discretion of VITA.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years from the date of signing. VITA, at its sole option, may extend the term of this Contract for up to three (3) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

B. Termination for Convenience

VITA may terminate for convenience this Contract, in whole or in part, or any order issued hereunder, in whole or in part, may terminate for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, shall have any future liability except for (i) Services rendered by Supplier prior to the termination date of the Contract or order and (ii) costs associated with circuit or service de-installation for services installed prior to termination. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, may terminate an order, in whole or in part, for breach and/or default of Supplier (“Termination for Breach” or “Termination for Default”). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a “Show Cause Notice” identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, and VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, shall have any future liability except for Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA for Services that were not accepted by VITA.

The failure of VITA to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

D. Transition of Services

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA.

4. SERVICES

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit A and the Pricing Exhibit. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier.

B. Subcontractors

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs.

C. Substitution of Services

During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in the Pricing Exhibit a service not identified in the Pricing Exhibit. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in the Pricing Exhibit any other Service identified in the Pricing Exhibit without the written permission of VITA. Violation of this condition may be considered grounds for termination of the Contract.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;

ii). The Services are pursuant to a particular solicitation, and therefore such Services and Deliverables shall be fit for the stated purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Services and is aware that VITA and public bodies on whose behalf VITA acquires Supplier's Services are relying on Supplier's skill and judgment in providing the Services;

iii). The Services shall meet or exceed the stated requirements;

iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

C. Services Warranty and Remedy

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA that a Service failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services.

Supplier's response may be on-site or from a remote location based on the Supplier's determination of the source of Service failure. If an on-site response is required, then the Supplier's repair personnel shall be on-site and working to restore Service within four (4) hours after notification of Service failure.

D. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

E. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services. To order Services VITA will issue a written TSO to the Supplier for any Service(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) to be acquired, the price for each Service (in

accordance with this Contract, including the Pricing Exhibit), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

i). Verification that the TSO is technically correct;

ii). Date Services will commence;

iii). Verification of the charge for each item (Service) to be provided, and;

iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided in Exhibit B.

B. Ordering Officer(s)

VITA will designate in writing any individual authorized (Ordering Officers) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit D, which may change form time to time.

C. Purchase Price and Price Protection

The Pricing Exhibit sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in the Pricing Exhibit. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on the Pricing Exhibit shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, in whole or in part, for those services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all services ordered by and billable to VITA pursuant to this Contract. VITA is not obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA, shall provide VITA with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute,

such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

E. Invoice Procedures

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with the Pricing Exhibit. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in the Pricing Exhibit, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)

ii). Applicable order date

iii). This Contract number and the applicable order number

iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA.

F. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

G. Universal Service Fund

Supplier agrees to make available all Services as listed and priced herein to any Universal Service Fund (USF) participant. Supplier agrees to provide the Services directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of Supplier.

8. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA may disclose the Confidential

Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

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

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

9. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body(ies) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body(ies) to appear and defend their interests in

cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services,, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all public bodies the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected public body for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

10. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then current security procedures of VITA and/or the relevant public body recipient of Supplier's Services as are pertinent to Supplier's operation and have been supplied to Supplier by VITA or such public body and further agrees to comply with all applicable federal, state and local laws. For any individual Commonwealth location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Commonwealth information with which such employees and agents come into contact while at the end user public body site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Commonwealth, and any other public body recipient of Supplier's Services, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Commonwealth, and any other public body recipient of Supplier's Services, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

11. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, may terminate an order, on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this

Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

12. GENERAL PROVISIONS

A. Relationship between VITA, Commonwealth Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any Commonwealth public body or in any way to bind, to commit VITA or any Commonwealth public body to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Commonwealth public body. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Commonwealth public body, and neither VITA nor any Commonwealth public body shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Commonwealth public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Commonwealth public body, shall be reimbursed by Supplier upon demand by VITA or such Commonwealth public body.

B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

C. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf

The contractual claims provision at §2.2-4363 of the Code of Virginia is also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit C hereto.

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations

Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

G. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Commonwealth public body or refer to VITA or any Commonwealth public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Commonwealth public body. In no event may Supplier use a proprietary mark of VITA or any Commonwealth public body without receiving the prior written consent of VITA or such Commonwealth public body.

H. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

I. No Waiver

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

J. Assignment

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

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

K. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

L. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

M. Survival

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

N. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, may terminate any order affected by such postponement or delay.

O. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth public bodies reserve any and all other remedies that may be available at law or in equity.

P. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth public body.

Q. Taxes—Federal, State, and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

R. Contract Administration and Account Management

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

S. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

i). Exhibit A Pricing Exhibit

ii). Exhibit B Service Requirement & Telecommunications Service Order (TSO) Template

iii). Exhibit C Certification Regarding Lobbying

iv). Exhibit D Individuals Authorized to Order Services

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, the Pricing Exhibit, Exhibit A then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the date set forth below.

Supplier:	Continental Broadband VA, Inc. DBA Nextlinks/Continental Pionet	VITA:	
Signature:	X	Signature:	
Name:	Scott Rodgers	Name:	Doug Crenshaw
Title:	General Manager	Title:	Strategic Sourcing Manager
Date:	8/14/07	Date:	8/27/07

Both parties agree that the Effective Date of this contract is October 1, 2007.