



Commonwealth of Virginia
Virginia Information Technologies Agency

TELECOMMUNICATIONS SERVICES

Mandatory Use Contract*

Date: August 2, 2016

Contract #: VA-040801-VERV

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

Contractor: Verizon Virginia, Inc.
4951 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

Contact: Eric Adkins, Client Partner, Verizon Enterprise Solutions
Office: 804-527-6363
Fax: 301-966-1380
Email: eric.r.adkins@verizon.com

FIN: 54-0167060

Services Descriptions: See Attachment 2

Prices: See Section 4

Term: Month to Month

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

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

CONTRACT #VA-040801-VERV
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 increases the one-time service credit to the Commonwealth by \$101,610	6/2/05
2	Mod 2 revises provisioning of Centrex lines	7/27/05
3	Mod 3 revises Centrex rates in the Verizon South area	9/7/05
4	Mod 4 adds ordering officers for DSL	10/13/05
5	Mod 5 updates the pricing data	10/25/05
6	Mod 6 adds Voicemail services for VCU	4/4/06
7	Mod 7 adds additional services (IP Centrex)	4/19/06
8	Mod 7A adds additional services	7/6/06
9	Mod 8 revises pricing for DSL services	5/15/06
10	Mod 9 reduces rate per block for DID numbers	7/10/06
11	Incorporates Northrop Grumman's usage rights as VITA's Service Agent	7/1/06
12	Mod 10 adds extension mailbox services and pricing	3/28/07
13	Mod 11 supersedes changes in Mod 3 and adds additional terms and conditions to the contract	10/25/07
14	Extend the contract for one additional year	11/30/07
15	Mod 12 documents contract extension and revises paragraph 46 "Minimum Annual Commitment"	2/13/08
16	Mod 13 documents contract extension and revises the Minimum Annual Commitment, Service Description, and Pricing clauses	12/29/08
17	Mod 14 amends specified terms and conditions	5/11/10
18	Updates Supplier's address	7/27/10
19	Mod 15 adds Verizon VA and Verizon South DDS Circuits and Inellimux Services per Attachment A	11/30/10
20	Mod 16 incorporates stipulation to the "Service Pricing" section of Mod 15	1/26/11
21	Mod 17 extends contract term for one additional year and revises Section 46 "Minimum Annual Commitment".	2/13/13
22	Clarified NG's role as the Service Agent ONLY for this contract.	
23	Extends the contract for one additional year	08/03/14
24	Mod 18 adds clauses to clarify/define certain terminology used in the contract	08/28/14
25	Added contact information	05/15/15
26	Mod 19 amended changes to the terms of the Agreement; Reference: page 16, Paragraph 18, entitled "Modifications".	01/27/16

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.

**MODIFICATION # 19
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION #19 ("Modification") is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia LLC., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #19 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. **Removal of Hosted IP Telephony (HIPC) Service:** HIPC will be replaced by Virtual Communications Express (VCE) Service which is a service on the Verizon Business platform for entities in the Commonwealth. Such replacement service shall provide functionality at least equivalent to that provided by the HIPC Service being replaced as of the date of replacement, at no additional total cost.
2. **Addition of Party.** Verizon Business Network Services Inc. on behalf of MCI Communications Services d/b/a Verizon Business Services Inc. is hereby made a additional Party to this Agreement for the purposes of provisioning Virtual Communications Express Services only under the Agreement as described under this Modification in Attachment A. Notwithstanding anything in the Agreement to the contrary, Verizon Business., shall only be subject to the original Agreement and this Addendum. The Commonwealth shall be subject to all terms and conditions as specified under the original Agreement, all previous Modifications and this Modification.
3. **Addition of Service.** Virtual Communications Express Service is hereby added to the Agreement outlined in Attachment A of this Modification. Such Service shall be provided only to current HIPC users as of the date of execution of this Modification.

4. **Responsibility of Customer.** Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, routers, switches, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VCE ("Facilities").
5. **Service Disclaimer.** Verizon is not responsible for certain conditions or equipment that may affect Virtual Communications Express, including, without limitation:
 - Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("LAN") upon which VCE relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
 - Modems may not be used on VCE.
 - Fax transmission is not supported on VCE.
 - Alarm lines are not supported on VCE.
6. **Geographic Coverage.** Although Customer may use VCE to place calls outside the Commonwealth of Virginia, Customer is prohibited from extending VCE beyond the borders of the Commonwealth of Virginia.
7. **Service Restrictions.** Customer understands that use of VCE is restricted in the following manner:
 - Customer shall not utilize VCE in any outbound call center environment or in connection with any similar such application.
 - Customer shall not use VCE for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding.
 - Customer's design shall not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs per simultaneous call.
 - Customer shall not utilize auto-dialers or any similar type of device in connection with Virtual Comm.
8. **Broadsoft Rebate.** In consideration for VITA placing order(s) for a minimum of 1,500 VCE Users (i.e., station lines), Verizon shall obtain, on VITA's behalf, rebate(s) totaling \$40,000.

In the event of a conflict between the terms of the Agreement and this Modification #19, the terms of this Modification #19 shall control. Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

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
MCI Communications Service Inc. d/b/a
Verizon Business Services and
Verizon Virginia, LLC.

Commonwealth of Virginia

BY: 

BY: _____

NAME: Anthony Recine

NAME: Doug Leslie

TITLE: SVP

TITLE: Strategic Sourcing Consultant

DATE: 1/19/2016

DATE: 1/27/2016

ATTACHMENT A

Virtual Communications Express Terms of Service

1. **Virtual Communications Express Service (VCE) Description**

1.1 **General.** VCE is a hosted voice over IP (“VoIP”) service that includes customer premises equipment and is capable of providing unified communications that include a wide array of business telephony features. Customer-appointed administrator(s) (each, a “Customer Administrator”) will be provided access to a Web-based administrative portal (the “MySite” portal) to configure its telephony features and end user capabilities. End users also are able to access a Web portal (the “MyPhone” portal) to manage their individual feature settings. Optional readiness assessment and implementation services are also available.

1.2 **Rates and Charges.** Current rates and charges for VCE are described below. Rates and charges for certain Local features, directory assistance, and related items are separate and under existing Commonwealth Agreements. Rates and charges for VCE are “fixed for the Service Term.

1.3 **For Standard Users.** Customer pays for each end user and then pays for trunk capacity separately to support the expected call volume for end users at that location.

2. **Virtual Communications Equipment.** Customer will rent IP-Phones from Verizon as part of the Virtual Communications Solution and will pay the following rental charges as listed below:

End User Bundles and Trunks	MRC
<p>Standard User – provides basic telephony features such as voicemail, call forwarding, 3-way calling, caller ID, etc., plus access to a Web-based interface for additional enhanced features, e.g., scheduled call forwarding and Call Blast (an incoming call rings a number of devices simultaneously; also known as “simultaneous ring”). Standard user bundles also require purchase of sufficient trunks to support.</p>	<p>\$13.00 per User bundle</p>
Standard Trunk Capacity	MRC
<p>Standard Users, Standard Trunk Capacity provides capability to make or receive calls outside of Customer’s enterprise. A trunk includes unlimited intra-enterprise VoIP calling (VoIP origination and termination within Customer’s enterprise), and unlimited local calling and unlimited long distance (“LD”). Calls to international locations can also be made but are billed at metered rates as set forth in <u>Appendix III</u></p>	<p>\$23.00 per trunk</p>
<p>User Bundle and Trunk Service Provisions Customer must maintain its initial Standard User Trunk count for at least a 30-day period before requesting a decrease in such trunk count.</p>	
VCE Rental Equipment	MRC
Polycom VVX 300 Business Media Phone	\$9.72
Polycom Sound Station IP 6000	\$44.99
Site Package Activation Charge	NRC

Verizon will charge an NRC for each site it establishes. This charge includes the provisioning of the network-based features and includes one Auto Attendant, one hunt group, and access to the Web-based MySite administrator portal. *Note: This charge will be credited for existing HIPC locations migrating over to the VCE service.	\$150.00
Field Services	Standard Hours¹
Installation ²	\$399 for first phone + \$29 per additional phone
On-site Tech Dispatch ³	\$169 base charge + \$29 per each additional 15 minutes or fraction thereof
<p>¹ Standard Hours are 7:30 am – 5:00 pm, local time at the site. Field Services will be performed during Standard Hours.</p> <p>² Installation and shipping charges will be credited for current HIPC users migrating service as a part of the initial deployment under this agreement. Additional phones ordered after the initial deployment will incur Installation and shipping charges.</p> <p>³ On-Site Tech Dispatch is the dispatch of a Verizon technician to Customer’s site at Customer’s request for services outside the scope of those included in the monthly recurring charges.</p>	

2.1 **Schedule Change Charges.** In addition to the applicable rates and charges for Field Services, Verizon may charge one standard hour at the extended rate (see above) to change a prescheduled arrival window for an FST if Customer or its end user provides less than forty-eight (48) hours’ notice (until the prescheduled arrival time on-site) for such a change.

3. **Optional Network Features.** Each Customer location will include a set of optional features as described below. Customer will pay for additional optional network features at the following rates, which are fixed for the Service Term:

3.1 **International Calling.** VCE may be used by Customer to complete international calls to the locations set forth in Appendix III. These locations have been divided into four tiers with a per-minute rate designated for each tier. The following per-minute surcharges apply to PSTN calls which

originate in the United States and terminate in the international locations specified for each tier:

Tier	Fixed Charge Per-Minute
A	\$.06
B	\$.10
C	\$.25
D	\$.50

3.2 **Virtual Communications Express Call Center.** VCE Call Center is a communications management feature fully integrated with VCE that enables more efficient call handling and provides automatic call distribution for end users handling calls in a call center environment. The Call Center feature provides an automated “answer” for all calls, with customizable greetings, comfort messages, and hold music for the caller to hear while held in a network-based queue until an agent (a standard user assigned as an “agent” by Customer’s Administrator) is available to pick up the call. All end users whose responsibilities include receiving calls from the Call Center queue must be assigned with either a Call Center Agent status or Call Center Supervisor status. VCE Call Center capabilities include:

3.2.1 Routing Definition. Routing definitions are provided for overflow, stranded, and after-hours calls.

3.2.2 Supervisor Role. The supervisor can monitor the status of agents, provide an emergency and escalation path for agents, participate as an agent to receive calls, move the position of callers waiting in queue, view the current activity in the MySite portal, and view reports.

3.2.3 Dialed Number Information Service (“DNIS”) Support. This capability enables a call center to support multiple inbound phone numbers using the same routing logic. Each DNIS can have a unique Caller ID and announcements which allow the call center to know which number was dialed, thus enabling customization of the greeting to the caller.

3.2.4 Enhanced Reports. In addition to call statistics, detailed reporting about agent and supervisor activity as well as DNIS level details is provided.

3.2.5 Administrator-defined Preferences. Inbound calls come into a queue where they are processed and distributed based on Customer

Administrator defined preferences. Features of the VCE Call Center allow a Customer Administrator to define:

- Automatic call distribution with multiple distribution policies
- Scheduling and alternate routing policies
- Queuing policies by call and agent status
- Scheduled reporting Customizable announcements

3.3 Hunt Group = No Agents

Hunt Group	<ul style="list-style-type: none"> • One Hunt Group provided at no additional cost • Groups users into a Calling Group • Customizable through My Site dashboard • Sequential, simultaneous or weighted hunting
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3.4 Call Queue = Call Agent (always logged in)

Enhanced Hunt Group with Call Queue	<ul style="list-style-type: none"> • Groups individual callers into a calling group with Network Call Queue and Customizable Greeting and Comfort Messages • sequential, simultaneous or weighted hunting
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3.5 Call Center = 2 types of agents (Agent and Supervisor) Log in/out

Call Center	<ul style="list-style-type: none"> • Group individual callers into a calling group with Network Call Queue and Customizable Greeting and Comfort Messages • Sequential, simultaneous or weighted hunting • Agent sign-on/sign-off for availability • Supervisor oversight/monitoring • Reporting on call hold times, abandon rates, and other key metrics
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Optional Network Features(s)	MRC
Auto Attendant	\$25/instance ¹
Call Agent	\$30/instance
Call Center Agent	\$65.00/configured user
Call Center Supervisor	\$85.00/configured user
¹ With respect to the Auto Attendant feature, “instance” means each menu of options that a user may choose to access. Each separate listing of touch tone options presented to a user is considered a separate menu.	

4. **Field Services Installation and Site Activation Scope of Work**

- 4.1 Upon arrival at Customer's designated site, the Field Services Technician (FST) will make contact with Customer's site representative and confirm arrival. The FST will locate Customer's pre-determined and -designated end user(s)' work area and its provided materials, if any, required for completion of the scope of work. Then the FST will conduct a visual inspection of end user-provided materials (if any) to ensure presence and serviceability of all required items.
- 4.2 If applicable, the FST will unbox and install the PacketSmart probe at the local circuit demarcation in a Customer-provided rack or on a Customer-provided shelf. The FST will power-up the PacketSmart probe and verify functionality.
- 4.3 The FST will unbox and install the VoIP phones. The FST will break down any boxes for the equipment installed, and clean up wire, plastic, paper or any trash left from the dispatch. The FST will ensure original boxes for the equipment is provided to the customer at install and dispose of all debris.
- 4.4 The FST will place test calls for internal, local, outbound, inbound calling, and selected feature options to confirm that CPE is functioning properly. The FST will test all phones for dial tone.
- 4.5 During installation, if any equipment is found to be Dead On Arrival, the FST will re-box the affected equipment and engage the Verizon Virtual Communications Express Implementation Services team to initiate advanced replacement procedures.
- 4.6 Upon successful completion of installation, the FST will review and confirm the installation checklist with the affected end users and obtain Customer's release authorization. If the FST determines that the field services cannot be performed successfully, a failure report describing the reason(s) for the failure will be provided to Customer's end user at the affected site.

5. **Field Services – General**

- 5.1 Customer must provide access to the facility necessary to complete the field services work.
- 5.2 All necessary site preparation will be completed by Customer, unless otherwise mutually and expressly agreed, prior to Verizon's performance of

the required activities. Any delay on-site due to lack of preparation will be considered out of scope.

- 5.3 Verizon is not responsible for data backup, loss, or retrieval associated with performance of field services.
- 5.4 Any malfunctions, faulty conditions, inoperable equipment, mislabeled circuits, inactive circuits/extensions, poor workmanship and all other abnormal conditions discovered in work areas during the performance of field service are not Verizon's responsibility or the responsibility of the FST to detect, troubleshoot, repair, or recommend action.

6. **Optional Field Services – Move-Add-Change-Delete Scope of Work**

- 6.1 A field service dispatch for Move-Add-Change-Delete assumes one hour on-site. A base charge of \$169 will be billed for the first hour. Additional time beyond 1 hour will be billed \$29 per each additional 15 minutes or fraction thereof.

7. **Service Provisions**

- 7.1 **Access.** Because VCE does not include IP-based transport services, Customer is separately purchasing Verizon's Private IP Service as transport for use with VCE
- 7.2 **Call Origination Information.** Customer acknowledges that Verizon classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Verizon bases this classification on the information in Verizon's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of this Service Attachment that Customer provide Verizon with accurate information reflecting its calls' originating location. Verizon shall not be liable for any claims arising out of Customer's delivery of call origination information.
- 7.3 **LNP.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VCE is made available for use, or delay LNP for up to 10 days afterwards. However, billing for VCE will commence in accordance with Section 7.4, below.
- 7.4 **Billing Initiation.** Billing for VCE will begin when VCE is available for use.

7.5 **911 – Emergency Calling.** The FCC’s requirements regarding “interconnected VoIP” are addressed in Appendix I (E-911 – Emergency Calling Terms and Conditions) attached hereto.

Appendix I

E-911 – Emergency Calling Terms and Conditions

1. **Requirement.** A provider of “interconnected VoIP service” is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. “Interconnected VoIP service” means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user’s location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. **911 emergency calling service laws may also apply to Customer and it is solely Customer’s responsibility to understand and comply with such laws.**

2. **E-911 Routing.** Enhanced 911 calling (“E-911”) enables end-users to access an appropriate public safety answering point (“PSAP”) by dialing 911 with Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) displayed at the PSAP. The ANI may be the calling party number (“CPN”) or the billing telephone number (“BTN”) depending on Customer’s configuration. **Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below.** An end-user’s ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer’s access circuit or local gateway fails.
 - 2.1 **ANI/ALI.** E-911 provided via Virtual Communications Express (VCE) will pass ANI and the registered primary service address of that ANI as ALI. If VCE is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
 - 2.2 **Other Access Limitations.** Common events that can limit access to E-911 via VCE include but are not limited to:
 - **Loss of Electric Service.** A loss of electric service will interrupt Virtual Comm. Customers are urged to implement a battery backup system for Virtual Comm.
 - **Loss of Broadband Service.** VCE will be interrupted if the attendant broadband connection is not available.

- **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
- **Failure to Register New Location of Equipment** Verizon is able to provide access to E-911 only at the end-user's registered primary service location. If a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available.

2.3 End-User Notice Requirements. Customer will notify all of its VCE end users of the interaction and/or limitations of E-911 with Verizon VCE as set forth in the Service Attachment and this Appendix, what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and the effects of re-registration of end-user addresses on existing end-user office phones and E-911. Verizon shall have no liability to Customer resulting from Customer's failure to so notify its end-users.

3. **E-911 and Virtual Communications Express**

3.1 PSAP Routing. If an IP phone or softphone used with VCE is moved to a new location, Customer or its end-user must change the registered location of the IP phone or softphone prior to using it at the new location, as described below. If Customer or its end-user fail to update the registered location information, Verizon may suspend VCE until such information is provided.

3.2 Change in Registered Location. Customer's end-users who want to use a Virtual Communications Express-enabled IP phone or soft-phone other than at its current registered location can register the phone's temporary location by utilizing the MyPhone application available on their Windows[®]-based or Mac[®]-based device.

3.3 Effect of Change in Registered Location. Customer's end-users who use a phone at a Customer facility for which VCE has been enabled, but for which the ANI has been registered at another location (e.g., via the MyPhone application described above), will still be able to place outbound 911 calls; **however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.**

4. **Provider Parity.** For purposes of 47 U.S.C. 615a (*Service provider parity of protection*) and with respect to the provision of Virtual Communications Express, Verizon is an IP-enabled voice service provider.

Appendix III

International Calling Outbound Tiers

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
Afghanistan	D	French Guiana Mobile Termination	C	Niue	D
Afghanistan Mobile Termination	D	French Polynesia	D	Norfolk Island	D
Albania	C	French Polynesia Mobile Termination	D	North Korea	D
Albania Mobile Termination	D	Gabon	D	Norway	B
Algeria	D	Gambia	D	Norway Mobile Termination	D
Algeria Mobile Termination	D	Georgia	C	Oman	D
Andorra	B	Georgia Mobile Termination	C	Oman Mobile Termination	D
Andorra Mobile Termination	D	Germany	B	Pakistan	C
Angola	C	Germany Mobile Termination	C	Palau	D
Angola Mobile Termination	D	Ghana	D	Palau Mobile Termination	D
Anguilla	C	Gibraltar	C	Palestine	C
Anguilla Mobile Termination	D	Gibraltar Mobile Termination	D	Palestine Mobile Termination	D
Antarctica (Casey, Davis, Macquarie and Mawson Island)	D	Greece	B	Panama	C
Antarctica (Scott Base)	C	Greece Mobile Termination	C	Panama Mobile Termination	C
Antigua & Barbuda	C	Greenland	D	Papua New Guinea	D
Argentina	B	Grenada	C	Papua New Guinea Mobile Termination	D
Argentina Mobile Termination	C	Grenada Mobile Termination	D	Paraguay	C
Armenia	C	Guadeloupe	C	Paraguay Mobile Termination	C
Armenia Mobile Termination	D	Guadeloupe Mobile Termination	D	Peru	B
Aruba	C	Guantanamo Bay	D	Peru Mobile Termination	C
Aruba Mobile Termination	D	Guatemala	C	Philippines	C
Ascension	D	Guatemala Mobile Termination	D	Philippines Mobile Termination	D
Australia	B	Guinea	D	Poland	B
Australia Mobile Termination	C	Guinea Mobile Termination	D	Poland Mobile Termination	D
Austria	B	Guinea-Bissau	D	Portugal	B
Austria Mobile Termination	D	Guyana	D	Portugal Mobile Termination	C
Azerbaijan	D	Haiti	D	Qatar	D
Azerbaijan Mobile Termination	D	Haiti Mobile Termination	D	Qatar Mobile Termination	D
Bahamas	C	Honduras	D	Reunion	C
Bahamas Mobile Termination	C	Honduras Mobile Termination	D	Romania	C
Bahrain	B	Hong Kong	B	Romania Mobile Termination	D
Bahrain Mobile Termination	C	Hungary	C	Russia	C
Bangladesh	C	Hungary Mobile Termination	C	Russia Mobile Termination	C
Bangladesh Mobile Termination	C	Iceland	C	Rwanda	C
Barbados	C	Iceland Mobile Termination	C	Rwanda Mobile Termination	D
Barbados Mobile	D	India	B	San Marino	D

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
Termination					
Belarus	D	Indonesia	C	San Marino Mobile Termination	D
Belarus Mobile Termination	D	Indonesia Mobile Termination	C	Sao Tome	D
Belgium	B	Iran	C	Saudi Arabia	C
Belgium Mobile Termination	D	Iran Mobile Termination	C	Saudi Arabia Mobile Termination	C
Belize	D	Iraq	C	Senegal	D
Belize Mobile Termination	D	Iraq Mobile Termination	C	Senegal Mobile Termination	D
Benin	C	Ireland	B	Serbia	C
Benin Mobile Termination	D	Ireland Mobile Termination	D	Serbia Mobile Termination	D
Bermuda	B	Israel	B	Seychelles	D
Bhutan	D	Israel Mobile Termination	D	Sierra Leone	D
Bhutan Mobile Termination	D	Italy	B	Singapore	B
Bolivia	C	Italy Mobile Termination	D	Slovak Republic	C
Bolivia Mobile Termination	D	Ivory Coast	D	Slovak Republic Mobile Termination	C
Bosnia	C	Ivory Coast Mobile Termination	D	Slovenia	C
Bosnia & Herzegovina Mobile Termination	D	Jamaica	C	Slovenia Mobile Termination	D
Botswana	C	Jamaica Mobile Termination	D	Solomon Islands	D
Botswana Mobile Termination	D	Japan	B	Somalia	D
Brazil	B	Japan Mobile Termination	C	South Africa	C
Brazil Mobile Termination	D	Jordan	C	South Africa Mobile Termination	C
British Virgin Is	C	Jordan Mobile Termination	C	South Korea	B
British Virgin Is Mobile Termination	D	Kazakhstan	C	South Korea Mobile Termination	C
Brunei	C	Kazakhstan Mobile Termination	C	Spain	B
Bulgaria	B	Kenya	C	Spain Mobile Termination	C
Bulgaria Mobile Termination	D	Kenya Mobile Termination	D	Sri Lanka	C
Burkina Faso	C	Kiribati	D	Sri Lanka Mobile Termination	D
Burkina Faso Mobile Termination	D	Kuwait	C	St Helena	D
Burundi	C	Kyrgyzstan	C	St Kitts & Nevis	C
Burundi Mobile Termination	D	Laos	C	St Kitts & Nevis Mobile Termination	D
Cambodia	C	Latvia	C	St Lucia	C
Cameroon	C	Latvia Mobile Termination	D	St Lucia Mobile Termination	D
Cameroon Mobile Termination	D	Lebanon	C	St Pierre & Miquelon	D
Canada	A	Lebanon Mobile Termination	D	St Vincent	C
Cape Verde	C	Lesotho	D	St Vincent Mobile Termination	D
Cape Verde Mobile Termination	D	Lesotho Mobile Termination	D	Sudan	C
Cayman Islands	C	Liberia	D	Sudan Mobile Termination	D
Cayman Islands Mobile Termination	C	Libya	D	Suriname	D
Central African Rep	D	Libya Mobile Termination	D	Swaziland	C
Chad	D	Liechtenstein	C	Swaziland Mobile Termination	D
Chad Mobile Termination	D	Liechtenstein Mobile Termination	D	Sweden	B
Chile	C	Lithuania	C	Sweden Mobile Termination	C
Chile Mobile Termination	C	Lithuania Mobile Termination	C	Switzerland	B
China	B	Luxembourg	B	Switzerland Mobile Termination	D
Christmas Island	C	Luxembourg Mobile	C	Syria	C

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
		Termination			
Cocos Island	C	Macau	C	Syria Mobile Termination	D
Colombia	B	Macedonia	C	Taiwan	B
Colombia Mobile Termination	C	Macedonia Mobile Termination	D	Taiwan Mobile Termination	D
Comorros	D	Madagascar	D	Tajikistan	C
Congo	D	Malawi	C	Tajikistan Mobile Termination	C
Cook Islands	D	Malawi Mobile Termination	C	Tanzania	D
Costa Rica	C	Malaysia	C	Tanzania Mobile Termination	D
Croatia	B	Malaysia Mobile Termination	C	Thailand	B
Croatia Mobile Termination	D	Maldives	D	Thailand Mobile Termination	C
Cuba	D	Mali	D	Togo	D
Cyprus	C	Mali Mobile Termination	D	Togo Mobile Termination	D
Cyprus Mobile Termination	C	Malta	C	Tonga	D
Czech Republic	C	Malta Mobile Termination	D	Trinidad & Tobago	C
Czech Republic Mobile Termination	C	Marshall Islands	D	Trinidad & Tobago Mobile Termination	C
Dem Rep Congo	D	Mauritania	D	Tunisia	D
Denmark	B	Mauritania Mobile Termination	D	Tunisia Mobile Termination	D
Denmark Mobile Termination	C	Mauritius	C	Turkey	C
Diego Garcia	D	Mayotte Island	D	Turkey Mobile Termination	D
Djibouti	D	Mexico	B	Turkmenistan	C
Dominica	C	Micronesia	D	Turkmenistan Mobile Termination	C
Dominica Mobile Termination	D	Moldova	C	Turks & Caicos	C
Dominican Republic	B	Moldova Mobile Termination	D	Tuvalu	D
Dominican Republic Mobile Termination	D	Monaco	B	Uganda	C
East Timor	D	Monaco Mobile Termination	D	Uganda Mobile Termination	C
East Timor Mobile Termination	D	Mongolia	D	Ukraine	C
Easter Island	D	Montenegro	C	Ukraine Mobile Termination	C
Ecuador	C	Montenegro Mobile Termination	D	United Arab Emirates	C
Ecuador Mobile Termination	D	Montserrat	C	United Arab Emirates Mobile Termination	C
Egypt	C	Morocco	D	United Kingdom	A
Egypt Mobile Termination	C	Morocco Mobile Termination	D	United Kingdom Mobile Termination	D
El Salvador	C	Mozambique	C	Uruguay	C
El Salvador Mobile Termination	D	Mozambique Mobile Termination	D	Uruguay Mobile Termination	D
Equatorial Guinea	D	Myanmar	D	Uzbekistan	C
Eritrea	D	Namibia	C	Uzbekistan Mobile Termination	C
Eritrea Mobile Termination	D	Namibia Mobile Termination	D	Vanuatu	D
Estonia	D	Nauru	D	Vatican City	B
Estonia Mobile Termination	D	Nepal	D	Venezuela	B
Ethiopia	D	Nepal Mobile Termination	D	Venezuela Mobile Termination	C
Ethiopia Mobile Termination	D	Netherlands Antilles	C	Vietnam	D
Falkland Islands	D	Netherlands Antilles Mobile Termination	C	Vietnam Mobile Termination	C
Faroe Islands	C	Netherlands	B	Wallis & Futuna	D
Faroe Islands Mobile Termination	D	Netherlands Mobile Termination	C	Western Samoa	D
Fiji	D	Nevis	C	Western Samoa Mobile	D

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
				Termination	
Fiji Mobile Termination	D	New Caledonia	D	Yemen	C
Finland	B	New Zealand	C	Yemen Mobile Termination	C
Finland Mobile Termination	C	New Zealand Mobile Termination	D	Zambia	C
France	B	Nicaragua	C	Zambia Mobile Termination	C
France Mobile Termination	C	Nicaragua Mobile Termination	D	Zimbabwe	C
French Antilles (Including Martinique, St. Barthelemy and St. Martin)	C	Niger	C	Zimbabwe Mobile Termination	D
French Guiana	B	Nigeria	C		

Virtual Communications Quote

Virtual Communication Express Quote			
User Bundles and Trunks.	Unit	Quantity	MRC
Standard User– provides basic telephony features such as voicemail, call forwarding, 3-way calling, caller ID, etc., plus access to a Web-based interface for additional enhanced features, e.g., scheduled call forwarding and Call Blast (an incoming call rings a number of devices simultaneously; also known as “simultaneous ring”). Standard user bundles also require purchase of sufficient trunks to support.	\$13.00	1722	\$22,386.00
Standard Users – Standard Trunk provides capacity to make or receive calls outside of Customer’s enterprise. A trunk includes unlimited intra-enterprise VoIP calling (VoIP origination and termination within Customer’s enterprise), and unlimited local calling and unlimited long distance (“LD”). Calls to international locations can also be made but are billed at metered rates as set forth in Appendix III.	\$23.00	300	\$6,900.00
Total MRC			\$29,286.00
Optional Network Features(s)			
Auto Attendant	\$25/instance	27	\$675.00
Call Agent	\$30/instance	156	\$5,640.00
Call Center Agent	\$65.00/configured user		
Call Center Supervisor	\$85.00/configured user		
Total MRC			\$6,315.00
(Perimeter Center & Capitol Complex) Access			
15M PIP Port	\$421.00	2	\$842.00
20M Ethernet Access	\$666.96	2	\$1,333.92
13.5M Gold CAR	\$414.96	2	\$829.92
Total MRC			\$3,005.84
VCE Total MRC			\$38,606.84
Virtual Communications Express Polycom VVX 300 Rental	\$9.72	1692	\$16,446.24
Virtual Communications Express Polycom SoundStation IP 6000	\$44.99	30	\$1,349.70
VCE & CPE Total MRC			\$56,402.78
Activation Per Site	\$150	2	\$300.00
Installation \$399 for the first phone and \$29 for each additional	\$29	1722	\$50,308.00
VCE Total MRC			\$50,608.00

Customer Premises Equipment (CPE)

I. SERVICE DESCRIPTION

1. MCI Communications Services, Inc. d/b/a Verizon Business Services (MCI Legacy Company) will provide customer premises equipment (CPE) services under the terms set forth in this Customer Premises Equipment document (CPE Terms), and any applicable Customer-signed agreement (the Signed Agreement); monthly rental; installation service; and maintenance service. Customer agrees to Rental Service (monthly) and/or Maintenance Service (as applicable) with respect to each item of CPE ordered from MCI Legacy Company.
2. Rental Service (Monthly). “Rental Service (Monthly) means Customer will rent and MCI Legacy Company will provide Customer with the use of CPE at the rates identified in attachment A. CPE Rental Service (Monthly) includes Maintenance Service. Customers ordering Rental Service (Monthly) also must order Installation Service.
 - 2.1 Maintenance Service. “ MCI Legacy Company has the exclusive right to maintain the Equipment and may use third parties to do so. Maintenance Service” means MCI Legacy Company will do the following (in the U.S. Mainland only) in a good and workmanlike manner:
 - 2.1.1 Use commercially reasonable efforts to isolate any problems with the Equipment and to restore service.
 - 2.1.2 Investigate trouble reports initiated by Customer and repair or replace, at MCI Legacy Company’s sole discretion, any of the Equipment which fails to meet the manufacturers published operating specifications for the Equipment.
 - 2.1.3 Replace Equipment it determines needs to be replaced with equipment of like kind and functionality at the time of replacement (Exchange Unit). Before replacing Equipment, MCI Legacy Company will contact Customer to schedule it. The replaced unit will be returned to MCI Legacy Company inventory by MCI Legacy Company at MCI Legacy Company’s expense.

- 3.1 Maintenance Service Exclusions. Maintenance Service does not include or apply to the following:
- 3.1.1 Electrical work external to the Equipment or the MCI Legacy Company Network, or otherwise considered in-house wiring.
 - 3.1.2 Repair or replacement of failed Equipment caused by factors outside of Equipment or the MCI Legacy Company Network, such as fire, accident, misuse, vandalism, water, lightning, or failure of its installation site to conform to MCI Legacy Company's specifications.
 - 3.1.3 Repair of damage caused by the maintenance or repairs performed by a person other than a MCI Legacy Company employee or person authorized by MCI Legacy Company.
 - 3.1.4 Relocation, alteration, additions, or removal of Equipment, parts, or features not furnished by MCI Legacy Company or use of Equipment with other equipment not certified as compatible by MCI Legacy Company.
 - 3.1.5 Power or back-up power to or from the Equipment.
 - 3.1.6 Network monitoring.

II. RATES AND CHARGES:

1. Rental Service (Monthly). For Rental Service (Monthly), Customer will be billed for the Service at the rates stated in attachment A. At the completion of the 36 months in service, MCI Legacy Company transfer ownership of the devices to the customer upon receipt of a Telecommunications Service Order (TSO). The TSO must request that MCI cease billing for the devices and transfer ownership of the devices to the Customer. Upon assuming ownership of the devices, the Customer will become solely responsible for all maintenance or repair of the devices. Should Customer terminate VCE service prior to completing a 36 month period, Customer will return the VCE Equipment in original box provided at installation to Verizon at Verizon's expense

2. Notification. Customer shall not move or remove from the street address at which it is located, any item of Equipment maintained under the CPE Terms without MCI Legacy Company's prior written notification.
3. Ownership and Risk of Loss. Ownership of all Rental Service (Monthly) Equipment remains with MCI Legacy Company or its assignee, for a minimum in-service period of 36 months; after which Customer may assume ownership of said equipment by submitting a request to do so via a TSO. During the rental period, Customer bears the risk of loss or damage to Rental Service (Monthly) and Equipment after installation and while such Equipment is located at an installation site and in the case of Rental Service (Monthly) Equipment, shall pay MCI Legacy Company the reasonable and customary costs of repair or replacement of such Equipment if loss or damage occurs. Customer shall provide notice of loss or damage to the Equipment as soon as Customer receives notice of such loss or damage.
4. Service Provision. This provision applies to the following CPE services under these CPE Rental Service (Monthly). Customer may terminate the Rental Service (Monthly) for a particular unit of Equipment, with or without cause, upon 30 days written notice.
5. Termination. Termination of Rental Service (Monthly) requires 30 days notice. Customer shall be responsible for all charges and rental fees until the date of termination.

Popular Features	Business Benefits	Challenges Addressed	Use Case/Example
Auto Attendant	Serves as an automated receptionist that routes incoming calls to any internal extension or external phone number based upon caller selections to pre-configured menu choices. With Auto Attendant, your clients will never receive a busy signal.	<ul style="list-style-type: none"> • Busy Signals • No Receptionist • No Professional greeting 	<ul style="list-style-type: none"> • Inbound caller hears a pre-recorded menu such as: "Thank you for calling ABC Company. Press 1 for Sales, 2 for Service, 3 for Billing."
Business Continuity	Assign an external number, such as an alternate location, cell phone or even a third-party answering service, to which calls are directed in the event you lose power or Internet. Helps businesses maintain operations during extreme weather conditions.	<ul style="list-style-type: none"> • Service interruptions during bad weather or power outage 	<ul style="list-style-type: none"> • An east coast business is affected by a hurricane and service is interrupted. Calls are automatically re-routed to an alternate another branch office. Customers continue to receive excellent service.
Call Forwarding	Redirect all incoming calls to another phone number with multiple forwarding rules (no answer, busy, by incoming phone number, or by time of day). For example: Forward calls to your cell phone if no answer; forward calls after hours to an answering service; or forward calls from key clients directly to management.	<ul style="list-style-type: none"> • Unanswered calls • Need to work out of the office • After-hours call routing 	<ul style="list-style-type: none"> • Inbound call rings at your desk, then forwards to another number such as your cell phone. • During lunch or after hours, your inbound calls can be forwarded to an answering service.
Call Transfer	Transfer calls internally or externally to outside numbers as if they were part of the system.	<ul style="list-style-type: none"> • Unable to direct a call to an outside phone number 	<ul style="list-style-type: none"> • Transfer a call internally, to a cell phone or even a remote co-worker.
Up to Six-Way Calling	Initiate a call connecting up to six parties. Excellent tool for professional collaboration such as supplier conversations, multi-party sales discussions and more.	<ul style="list-style-type: none"> • Need to speak with several people at the same time. • Need to collaborate. 	<ul style="list-style-type: none"> • While on a phone call, you need to add others to the conversation in order to further the discussion.
Desktop Softphone	Place and receive calls from anywhere using your Apple or Windows computer. Users are also able to access their call history and Outlook contacts.	<ul style="list-style-type: none"> • Need to work out of the office. • Affordable alternative to purchasing handsets. • Limited desk space. 	<ul style="list-style-type: none"> • Traveling professionals and field sales reps are able to place and receive calls through their computers using any Internet connection. • A non-profit firm with limited funds opts for softphones with headsets rather than handsets for their employees.
Extension Dialing	Dial a 2 to 6 digit extension instead of a phone number to reach co-workers within and across multiple locations. Extension dialing can also be enabled between offices at no additional charge.	<ul style="list-style-type: none"> • Increase the speed of calls placed between co-workers 	<ul style="list-style-type: none"> • An employee needs to urgently speak to a colleague in another office location.
Hunt Group	Distribute incoming calls across a group of employees at one or multiple locations. Great for routing inbound calls to sales, support, billing or other departments. Also allows for a Reception Group to take a call in the case the receptionist is not available.	<ul style="list-style-type: none"> • Uneven distribution of calls across a work group. • Call coverage when employees are out of the office. 	<ul style="list-style-type: none"> • Inbound inquiries to a customer help desk are distributed to all available agents at once to ensure callers are handled as quickly as possible.
Mobile App (Apple or Android)	Extend Virtual Communications Express to your smart phone, allowing you to place and receive calls as if you are in the office. Users always appear to be calling from their business regardless of their actual location.	<ul style="list-style-type: none"> • Need to work out of the office. • Must appear to be always in the office when placing and receiving calls. 	<ul style="list-style-type: none"> • A sales professional is able to place and receive phone calls from her mobile device as if she is in the office. • When placing outbound calls, the employee is able to maintain their business identity through a single number reach.
Music/Message on Hold	The ability to assign and configure the music or message incoming callers hear when they are placed on hold.	<ul style="list-style-type: none"> • Need to soften the wait time experienced by callers placed on hold. 	<ul style="list-style-type: none"> • Great for retailers and businesses that want to advertise specials, seasonal announcements, or simply choose appropriate music for their clients.
Paging	Leverage your Virtual Communications Express phone as a paging system to communicate short announcements to one or multiple parties.	<ul style="list-style-type: none"> • Ability to quickly communicate with others in the business 	<ul style="list-style-type: none"> • Allows managers to quickly announce when calls on hold need to be answered quickly by any staff member.
Voicemail to Email	Choose to have your voice messages delivered as .wav audio file attachments to a specified email address. Play the message on your Mac or PC, or listen to it on your smart phone. Caller name and number information is provided in the subject line of each message. Great for sales professionals who need to scan and prioritize	<ul style="list-style-type: none"> • Need to be notified and have access to voice messages when not near the phone. 	<ul style="list-style-type: none"> • An employee who is out of the office receives immediate notification through their email of an important voicemail message, allowing them to listen and respond quickly.

Additional Features	Business Benefits	Challenges Addressed	Use Case/Example
Alternate Numbers	Enables users to have up to ten phone numbers and/or extensions assigned to them. A standard ringtone is used for incoming calls to the primary phone number; users have the option to choose a distinctive ringtone for calls to their additional phone numbers. For outgoing calls from the user, the primary phone number is displayed as the calling line identity.	<ul style="list-style-type: none"> Need to have a local number presence in multiple geographic locations Eliminate costly remote call forwarding and foreign exchange services 	<ul style="list-style-type: none"> A regional retailer is able to expand their market presence by having local numbers in various cities with call routing to the main office. This allows them to advertise and promote the business as if they were local to each city.
Call Queue	The Hunt Group functionality is enhanced with queuing. Call queues provide an automated "answer" for all calls, with customizable greetings, comfort messages, and hold music for the caller to hear while held in a network-based call queue until an agent answers the call. This feature helps you to provide exceptional customer service.	<ul style="list-style-type: none"> Lost customer calls Need to improve customer satisfaction The number of incoming calls frequently exceeds the number of available agents. 	<ul style="list-style-type: none"> A business with a small help desk can ensure that all calls are answered. When all agents are busy, callers receive a professional greeting, information about hold time and a custom message every 30 seconds, until they are passed to the next available agent.
Dialer for Google Chrome	The Virtual Communications Express Dialer for Google Chrome gives users the ability to view their call history, click to call, and manage features such as call forwarding, do not disturb, and remote office—all within their web browser. Users also receive on-screen notifications of incoming calls. In addition, the dialer enables click to call functionality from web pages. Having this integration improves your productivity.	<ul style="list-style-type: none"> Misplaced phone numbers Misdialed numbers Important incoming calls are unanswered 	<ul style="list-style-type: none"> An employee using Google Chrome is able to save time when they perform a search for a local supplier by using the click to call feature on the number provided in the search.
Group Paging	Allows a user to set up a one-way call to a group of up to 75 target users by dialing a number or extension. The Group Paging service makes a simultaneous call to all the assigned targets and announces to the originator that the system is ready for paging. The originator's message is heard through the speakers of the phones without the target users having to take any action.	<ul style="list-style-type: none"> Need to make announcements to one or more employees dispersed throughout an office Difficulty reaching employees already on phone calls 	<ul style="list-style-type: none"> Group Paging improves your productivity by allowing you to get a message such as "pick up Line 1" out to all of your employees at once.
Phone-to-Phone High Definition Video Calling	Expands the capabilities of your Polycom VVX 500 or VVX 600 desktop phones by adding 1-on-1 HD video to your internal phone calls. Video communications provides a personalized experience and improves the effectiveness of collaboration sessions.	<ul style="list-style-type: none"> Distracted and unfocused communications Need for face to face interaction when travel isn't available 	<ul style="list-style-type: none"> A manager conducts a performance review with a distant employee and video calling provides a richer experience that includes the ability to read facial expressions.
Priority Alert	Allows your phone to ring with a different cadence based on pre-defined criteria. You can use this feature to be notified when a specific number is calling or when a call is from inside or outside your company. This feature facilitates improved customer service.	<ul style="list-style-type: none"> Need for call prioritization and screening 	<ul style="list-style-type: none"> An executive receives a unique ring tone when calls from important customers are received allowing him to identify and answer them right away.
Receptionist	The Receptionist Console is a browser-based application ideal for operators, receptionists and executive assistants to ease handling high volumes of incoming calls. It provides a feature-rich console with real-time availability status of monitored phone users, to quickly get callers to the right person or department, with a number of transfer options to fit different situations. Calls can be placed on hold, or parked and picked up from any phone and the Directed Call Pickup feature allows a receptionist to answer others' phone lines, in their absence. This robust application can help your business to deliver exceptional customer service.	<ul style="list-style-type: none"> High call volumes Slow and ineffective call distribution Limited desktop space 	<ul style="list-style-type: none"> A business that receives hundreds of incoming calls each day needs to efficiently answer and direct callers to the correct person or department. The Receptionist Console simplifies the process while still giving callers a personalized experience.
Stand-Alone Voicemail	The stand-alone voice mailbox provides all the benefits of a standard voice mailbox, however, it is not assigned to an individual user, but instead can be shared by a group of users allowing common access to the store of messages. Providing a communal voice mailbox facilitates quick message retrieval and, ultimately, improved customer service.	<ul style="list-style-type: none"> Need a single voice mailbox that can be accessed by any employee 	<ul style="list-style-type: none"> A company's Accounts Receivables department has established a stand-alone voice mailbox to receive messages from customers with billing questions so that any team member can respond quickly.
Call Center	Provides Call Center functionality to agents and supervisors including: Automatic Call Distribution (ACD), scheduling and alternate routing policies, queuing, DNS based customization, customizable announcements, soft clients, reporting.	<ul style="list-style-type: none"> Need to efficiently handle incoming calls to route them to the correct group or person. Effective monitoring of call center agents to drive increased productivity Ability to track call activity for management reporting 	<ul style="list-style-type: none"> Inbound calls to a customer service center are distributed to the correct team based upon time of day and location of the calling party.
Inbound Fax to Email	A fax messaging service that allows users to receive faxes via e-mail along with their other e-mail messages. Users can listen to or view the header/envelope information, print or delete the fax from the voice portal or web dashboard. (Outbound Fax to Email is not yet available.)	<ul style="list-style-type: none"> Reduce/eliminate the need to have a fax machine while ensuring confidentiality for the intended recipient 	<ul style="list-style-type: none"> Fax to Email ensures that remote or mobile users are able to receive faxes quickly and confidentially without needing a fax machine.
Sequential Ring	Users can create a list of up to five additional numbers to ring in a specific order when they receive an incoming call. Sequential Ring can also be setup to engage only when calls from selective numbers are received.	<ul style="list-style-type: none"> Improve accessibility to the most important calls. 	<ul style="list-style-type: none"> To make sure calls from important clients are always answered, a sales manager has set up multiple numbers to receive incoming calls.
Instant Meeting Conferencing	Allows multiple callers in different locations to join a single call. Provides a dial-in audio conferencing bridge with leader and participant passcodes.	<ul style="list-style-type: none"> Need to speak with several people at the same time. 	<ul style="list-style-type: none"> A business with employees in multiple locations has regular conference calls to avoid travel expenses and time out of the office.
Instant Messaging	Instant Messaging (IM) – IM or Chat, provides the capability to chat with co-workers. A chat session with a contact can be started by simply double-clicking the contact name on the contact list. A dialog box appears and the user can start typing the first message.	<ul style="list-style-type: none"> Quickly communicate in real-time with co-workers who may be on phone calls. 	<ul style="list-style-type: none"> A sales account manager is able to quickly get status from multiple departments within the business when customer questions need to be answered quickly.
Presence	The service can publish the presence of the user as well as display the presence received for the user's contacts. Presence is either automatic (on a call, derived from calendar with Outlook integration) or selected by the user. Free-form text is available in addition to the statuses Available, Busy, Away, or Offline.	<ul style="list-style-type: none"> Need to know who's available to take a phone call. 	<ul style="list-style-type: none"> A company's project manager needs to collaborate with co-workers regarding time sensitive matters and Presence allows them determine the best method of communication to get the fastest response.

Audit Trail for Verizon Signature by -- Finance

DB# 847752

Customer Name: COMMONWEALTH OF VIRGINIA

ContractID: 121592

Customer Sign Date:

Date Sent for Signature: 01/19/2016

Date PDF Was Printed:

Date Record Was Assigned: 01/19/2016 17:54:57

POC Accepting The Record: CHRISSA.L.ANSEMAN@ONE.VERIZON.COM

Date Signed Document Uploaded: 01/19/2016 17:58:52

**MODIFICATION NO. 18
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA LLC.**

This MODIFICATION # 18 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia LLC, hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement". This MODIFICATION # 18 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:

1. Add to the definition of "Users" in Section 5 on Contract Page 8.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. In Section 19 on Contract Pages 16-17, under "CONTRACTUAL DISPUTES" add the following language:
"In the event of any breach by a public body or a private institution, 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 to the right to terminate any license or support services hereunder."
3. In Section 56 on Contract Page 28, under "INDEMNIFICATION-PERSONAL INJURY AND PROPERTY" add the following language:
"In the event of settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."

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.

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

COMMONWEALTH OF VIRGINIA

BY: Anthony Recine

NAME: Anthony Recine

TITLE: Vice President

DATE: 8/26/2014

BY: Doug Crenshaw

NAME: Doug Crenshaw

TITLE: VITA Source Mgr

DATE: 8/28/14



COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

February 25, 2014

Ms. Beverly Austin
Verizon Virginia, Inc.
4951 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

RE: Contract VA-040801-VERV, between the Commonwealth of Virginia, Virginia Information Technologies Agency and Verizon Virginia, Inc.

Notice of Contract Term Extension

Dear Ms. Austin:

Pursuant to Section 47 (Term and One-Time Service Credit) of Contract VA-040801-VERV, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one (1) year, until August 2, 2015. This letter should serve as the Commonwealth's official notice to Verizon of its intent to extend the contract for one (1) additional year.

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

Sincerely,

A handwritten signature in purple ink that reads "Dana Smith".

Dana Smith
Director, Administration and Finance

Cc: Philip Pippert, VITA

**MODIFICATION #17
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION #17 ("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 #17 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 1-2:

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 one (1) additional year through **August 2, 2014.**
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 - June 2011:	\$12.5 Million
July 2011 - June 2012:	\$12.5 Million
July 2012 - June 2013:	\$12.5 Million
July 2013 - June 2014:	\$10.5 Million

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.

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 above are valid if customer signs this Modification by March 31, 2013.

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. LLC ^{AK}

BY: *Anthony Recine*

NAME: _____

Anthony Recine
Vice President

TITLE: _____

DATE: 2/13/13

COMMONWEALTH OF VIRGINIA

BY: *Philip L. Pippert*

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 2/13/13

MODIFICATION 16
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #16 ("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," on its behalf and on behalf of Verizon affiliated companies, relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #16 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

1. Modification #16 incorporates the following stipulation to the "Service Pricing" section of Modification 15:
 - a. The rates detailed on Modification 15 for 9.6 Kbps circuits include the "anti-streaming" feature, multi-arrangement, the bridging/DS1 network arrangement, and any mileage charges. The Commonwealth will not pay any additional recurring costs above those monthly costs provided for in the "Service Charges" section.
 - b. In addition to the rates quoted in Modification 15, applicable tariff terms and conditions and all previously approved custom rates and authorizations related to this service, for this customer are hereby incorporated into Modification 15.

This Modification 16 will be congruent with the Modification 15 signature completion date of 11-29-2010.

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: 

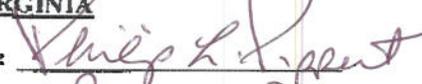
NAME: Suleiman Hessami

VP Pricing/Contract Management

TITLE: _____

DATE: 1/26/11

COMMONWEALTH OF
VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: ASSOC. DIRECTOR, SEM

DATE: 1/26/11

Service Charges

9.6 Kbps Digital Data Circuits Monthly Recurring Cost per drop	\$97
Non-recurring Installation cost per DDS circuit	\$350
Non-recurring Installation cost for Engineering Work Order (EWO)	\$350
Intellimux Pricing	Tariff

Pricing in this mod is not eligible for the VITA volume discount.

* The rates included herein for 9.6 Kbps circuits include the "anti-streaming" feature, multi-arrangement, the bridging/DS1 network arrangement, and any mileage charges.

* In addition to the rates quoted herein, applicable tariff terms and conditions and all previously approved and applicable custom/ICB authorizations apply.

*Asterisk denotes new information

**MODIFICATION #15
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION #15 ("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," on its behalf and on behalf of Verizon affiliated companies, relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #15 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

1. The above referenced parties agree to add Verizon Virginia and Verizon South DDS Circuits and Intellimux service as described in attachment A for use by the Northern District of the Virginia Department of Transportation "VDOT"). In the event of a conflict between the Service-specific terms set for in Attachment A of this Modification and the terms and conditions of the Agreement, as amended, the terms and conditions of Attachment A shall prevail. In all other respects, the terms of the Contract shall apply.
2. By accepting DDS and Intellimux services pursuant to this Modification, VDOT may terminate without liability those certain contracts, under which it is currently receiving these services, including, but not limited to, Verizon ICB case numbers 2003-264-293, 2004-283640 and 2004-277789.

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.

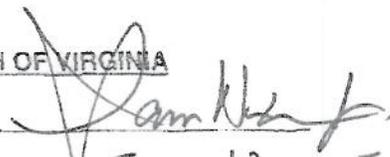
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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
Verizon Virginia Inc. Services, Inc. on behalf of

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Suleiman Hessami
TITLE: VP Pricing/Contract Management
DATE: 11/23/10

BY: 
NAME: Sam Nixon, Sr.
TITLE: CIO
DATE: 11/29/10

Attachment A

DDS and Intellimux Services

1) Description of Terms

- a. **VDOT Northern Region Operations** – hereafter referred to as "Customer".
- b. **Northern Region Operations Area** consisting of **Fairfax, Prince William, Loudoun, Spotsylvania, Arlington, Stafford, King George and Caroline Counties** – hereafter referred to as "Customer Service Area"
- c. **Verizon VA** – hereafter referred to as "Verizon"
- d. **Digital Data Service** – hereafter referred to as "DDS"

2) Description of Service:

- a. **Circuits** –Verizon will provide 9.6 DDS circuits to CUSTOMER's traffic controllers located throughout Verizon's' franchised area in CUSTOMER's SERVICE AREA. End circuits will be concentrated and bridged onto master circuits at designated Verizon Central Offices equipped with Digital Cross connect systems. Master circuits will be concentrated in Verizon's Fairfax Central Office onto T-1 facilities and will be transported to VDOT's Control Center at 4890 Alliance Dr, Fairfax, Va. 22030 or to other designated VDOT Control Centers.

Additional charges may be required if suitable facilities are not available to provide services at any locations, or if additional work, services or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges.

Maintenance of all circuits provided by Verizon under this contract shall be provided at no additional cost to Customer.

- b. **Intellimux**-Intellimux Service allows customers management and network reconfiguration capability of their voice grade, DDS, and/or individual channels within a 1.544 and/or 44.736 Mbps High Capacity Special Access Service. The reconfiguration is accomplished by either Telephone Company or customer access of the Intellimux host computer. Access is gained by a customer from a dial-up line from a customer provided terminal at their premises to access the intelligent controller-the Intellimux host computer. The IntelliMux® host computer assures that the services to be connected together for a given customer application have compatible characteristics to ensure proper operations and functions. Once the host computer validates the customer's commands, the instructions are communicated to the digital cross-connect system(s) (DCSs) associated with the customer's services to effect the reconfiguration. The DCSs interface at a DS1 or DS3 signal level and switch internally at a DS0, DS1, or DS3 level regardless of the type of access connection. IntelliMux® Service is available at those Hubs identified in National

Exchange Carrier Association (NECA) Tariff F.C.C. No. 4. IntelliMux® Service configurations may utilize multiple Hubs within a LATA. However, they must be interconnected using 1.544 Mbps/DS1 or 44.736/DS3 High Capacity interoffice facilities. IntelliMux® Service utilizing DDS can only be provisioned from Hubs which provide both IntelliMux® and DDS. Customers can reconfigure their special access networks from their premises or they can have the Telephone Company perform the reconfiguration.

- c. **Circuit Maintenance** – Verizon shall be responsible for maintenance on all circuits provided to CUSTOMER under the guidelines of this contract. Circuit Maintenance will be reported and tracked electronically through the Verizon Enterprise Center and/or manually via a "VDOT Circuit Activity Report". Verizon shall respond to circuit maintenance issues within two (2) hours and provide a status of circuit restoration to CUSTOMER within four (4) hours of report. All interruptions of service will be monitored and credited per Paragraph 3 of this contract. Verizon will provide CUSTOMER with four (4) user accounts to the Verizon Enterprise Center.
- d. **Buried Service Wire (BSW) Installation** – Verizon will terminate its cable in the VDOT Traffic Signal Controller cabinet compartment or box designated for their use on a smart jack. Verizon cable terminations will be according to Verizon DDS specifications. If Verizon cable terminations are found by CUSTOMER to not meet Verizon DDS Specifications, then Customer shall reject said installation until specifications are met by Verizon (at Verizon's cost). Verizon will use their poles, franchise agreement poles, duct system or direct bury in their easement or CUSTOMER right of way where approved by CUSTOMER engineer. CUSTOMER will install bore pipe (minimum of 1"), conduit (minimum of 1") and/or wood poles for Verizon use on existing VDOT Right of way only. The CUSTOMER or assigned Contractor and Verizon engineer will determine the best alternative. CUSTOMER or assigned contractor will be responsible for interfacing controller to the smart jack. CUSTOMER will provide means of grounding at the Traffic Signal Controller cabinet D-Marc.
- e. **Conduit Installation** – CUSTOMER will install conduit (minimum of 1") and pull string from a designated, nearest Verizon facility (terminal pole, pedestal, etc.) to a point within 18-24" of the DMARC side of the VDOT traffic cabinet for the sole designated use of Verizon to install their service wire for DDS service. Conduit will be stubbed 12" above grade at traffic cabinet and Verizon designated facility to allow placement of Verizon pedestal. Conduit will be placed within VDOT Right-Of-Way (ROW) to the nearest Verizon facility. Verizon will be responsible for placing BSW to the nearest facility that is not within the VDOT ROW. Any communication conduits installed for Verizon that are not utilized for the DDS service will have the conduit cost reimbursed, by Verizon, to CUSTOMER at the rate of \$30 per linear foot and the direct buried BSW installation shall adhere to specifications as outlined in the VDOT Land Use Permit Manual
- f. **Verizon Facility Verifications** – Verizon shall verify and designate the closest facility for CUSTOMER to install communication conduit or to have it included as part of the traffic signal design. CUSTOMER shall request facility verifications electronically and will include an electronic scanned copy of the traffic signal designating the quadrant where the traffic cabinet will be located. All requests to Verizon for facility verifications shall be verified within 30 days. If Verizon facilities are not verified within 30 days, CUSTOMER will install two (2) (minimum of 1" conduit each) road bores, one (1) under the primary road and one (1) under the secondary road for Verizon's use to direct bury their BSW. All direct buried BSW will be installed per the VDOT Land Use Permit Manual.

- g. **Right-Of-Way Easements** – Verizon is responsible for obtaining and maintaining any easements necessary for installing and maintaining their service wire for the DDS Service as part of this contract.
- h. **Installation Dates** –The installation date (day, month, and year) will be listed on each Circuit Order. Both parties may request a delay of delivery date, in writing, at least 5 business days before the required installation date Verizon shall be responsible for all costs, services, components, terminals, wiring, labeling and any other items necessary for installation and completion of each ordered Circuit, including, without limitation, installation of any necessary access, switching/routing, or transport facilities, etc. in Verizon's network that are required for the Circuit to operate (pertaining to new and relocated circuits).
- i. **Installation Intervals** – Verizon will designate a project management team to coordinate with CUSTOMER and/or CUSTOMER assigned contractor to schedule circuit installations. Verizon must provide electronically the name, office/cell phone numbers and email addresses for Circuit Order Contact (s), and Engineering Assistant's (E/A) in each of the Verizon Central Office area's throughout the CUSTOMER'S SERVICE AREA. Verizon shall develop the Project Management Team List within 30 days of the execution of this contract.
- j. **E-911 Address-** Circuit/Service Orders submitted to Verizon should include a valid E911 Address. Certain GIS organizations may not create or provide 911 addresses if the ordered circuit/service will not be installed in a structure that is either lived or worked in and there is no outbound calling capability. For these exceptions, Verizon will work with VITA to create an "Assigned House Number" to be placed in Verizon's AHN1 Database prior to order processing. The minimum requirements for creating non-standard addresses in the AHN database prior to order submission are listed below. Please provide Verizon Engineers with a spreadsheet containing these items, contact name, contact phone number, Street Name along with the intersecting Street Name or Highway Number with Mile Marker.
- k. **Verizon Access to Customer Locations-**Verizon personnel must adhere to CUSTOMER access requirements at each CUSTOMER facility.

3) Allowance for Interruptions

Digital Service

When service (DS0 & DS1) is interrupted due to causes other than the negligence of the customer, or the failure of facilities furnished by the customer, a credit allowance will be made as follows for the portion of the service which is affected. All such credit allowances shall begin from the time of notice by the customer to Verizon that an unsatisfactory performance level has occurred provided that CUSTOMER promptly releases the services as requested by Verizon to perform testing and maintenance.

a) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes and up to, but not including, 3 hours.	1/10 day
3 hours and up to, but not including, 6 hours	1/5 day
6 hours and up to, but not including, 9 hours	2/5 day

9 hours and up to, but not including, 12 hours	3/5 day
12 hours and up to, but not including, 15 hours	4/5 day
15 hours and up to 24 hours inclusive	One day

Two or more interruptions of 30 minutes or more, during any period up to, but not including 3 hours, shall be considered as one continuous interruption.

b) Interruptions of Over 24 Hours

Credit will be allowed in 1/5 day multiples for each 3-hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours. (Circuit credits will be tracked via CUSTOMER's Daily Trouble Tickets and will be subject to credit procedure as outlined in Paragraph 4h).

4) Quality Assurance

Quality Assurance applies to DDS DS0 and High Capacity Digital DS1 services. Verizon will credit 100% of the nonrecurring charge for these services when the initial installation due dates are not met, and where the responsibility for the failure is solely that of Verizon.

Verizon will not be held responsible for and consequently will not provide credit for Circuit Due Dates missed in the following situations:

- a. CUSTOMER requests expedited orders.
- b. CUSTOMER's premises are inaccessible.
- c. CUSTOMER changes interface requirements.
- d. CUSTOMER is not ready to accept the service.
- e. Building facilities are not ready (including space, cable support structures, building risers and facilities to be provided by CUSTOMER or CUSTOMER's subcontracted vendors).
- f. CUSTOMER requests termination beyond the Network Interface.
- g. Service installation delays caused by work stoppages, civil disturbances, and criminal actions: or by fire, flooding or other occurrence attributed to an Act of God.
- h. Special Construction.
- i. Other telephone companies are involved in the installation.

Service Charges

9.6 Kbps Digital Data Circuits Monthly Recurring Cost per drop	\$97
Non-recurring Installation cost per DDS circuit	\$350
<hr/>	
Non-recurring Installation cost for Engineering Work Order (EWO)	\$350
Intellimux Pricing	Tariff

Pricing in this mod is not eligible for the VITA volume discount.

**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. Comverse 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: [Signature]

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 10 May 2010

COMMONWEALTH OF
VIRGINIA

BY: [Signature]

NAME: Day Crenshaw

TITLE: Sourcing manager

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.

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 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, in addition to a TSO, shall execute the “FORM Of LETTER OF CONSENT”, incorporated and attached hereto as Exhibit C.

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.

Service Item – Check One	Non-recurring Charge/Unit	Quantity	TOTAL
<input type="checkbox"/> Establish PS/ALI Database set-up and access management per Customer PS/ALI administration site	\$2,500		
<input type="checkbox"/> Renew PS/ALI Renewal per Customer PS/ALI administration site	\$1500		

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

July 2007 - June 2008:	\$19.0 Million
July 2008 - June 2009:	\$16.0 Million
July 2009 - June 2010:	\$12.5 Million
July 2010 - June 2011:	\$12.5 Million
July 2011 - June 2012:	\$12.5 Million
July 2012 - June 2013:	\$12.5 Million

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.

3. Pursuant to Attachment 4 – Pricing. COVA Modification #11 reduced PRI Flat Rate pricing in the Vz-South (fGTE) 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.
4. 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

		Month	One-Time Fee	Unit	Section Number
<i>Verizon Virginia</i>	<i>IntelliLinQ ISDN PRI</i>				2.5
Remove - Verizon Virginia Only Revise - Verizon Virginia/Verizon South	IntelliLinQ PRI Flat Rate Service	\$650.00	\$0.00	Per PRI	2.5.2
Verizon Virginia Only	IntelliLinQ PRI Message/Measured Service	\$370.00	\$700.00	Per PRI	2.5.3
Verizon South Only	IntelliLinQ PRI - Measured Service	Tariff	Tariff	Per PRI	2.5.3

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

ADD - REMOTE CALL FORWARDING <i>(Verizon Virginia/Verizon South)</i>					
<i>Remote Call Forwarding associated with National Unified Messaging Service only</i>		Monthly	One-Time	Unit	2.6.5
	First Arrangement associated with Remote Call Forwarding number	\$13.20	\$0.00	First Arrangement	2.6.5.1
	Additional Arrangement associated with the same Remote Call Forwarding number	\$13.20	\$0.00	Per Additional Arrangement Path	2.6.5.2

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

COMMONWEALTH OF VIRGINIA

BY: 
 NAME: James T. Roberts
 TITLE: Director Finance & Administration
 DATE: 12/29/08

**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: _____

TITLE: Suleiman Hessami
VP Pricing/Contract Management _____

DATE: 2/18/08

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Philip L. Pippert

TITLE: ASSOCIATE DIRECTOR, SEM

DATE: 2/13/08



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO. 711

November 30, 2007

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

RE: Contract VA-040801-VERV, between the Commonwealth of Virginia, Virginia Information Technologies Agency and Verizon Virginia, Inc.

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,

A handwritten signature in blue ink, appearing to read "James Roberts".

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-040801-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 Comverse 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
 -and-
Federal Line SubscriberTARIFF 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
 -and-
 Requires the proprietary Nortel Meridian telephone set (M5008, M5009, M5208, M5316, etc) -
and- Special Equipment - 6X21 line equipment priority set interface – Tariff Rate.....(\$5.00 at signature date)
 -and-
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
included in line rate

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) Comverse 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-

		Monthly	One-Time	Unit	Section Number
<i>Verizon South</i>	VITA VOICE CENTRANET				2.2
	VITA Analog CentraNet Line and Standard Feature set	\$8.50	Tariff Pricing	Per Line	2.2.3
<i>Verizon South</i>	EXCHANGE ACCESS REGISTERS (NARS)				2.2.2
	CentraNet Network Exchange Registers - Virtual Flat Rate; NARS	\$5.09	Tariff Pricing	Per Line	
New Entry	Federal Line Subscriber Charge	Tariff Pricing	Tariff Pricing	Per Line	
		Monthly	One Time	Unit	Section Number
<i>Verizon South</i>	VITA OPTIONAL VOICE CENTRANET FEATURES:				2.2.4
New Entry	CentraNet Feature Package 1000 – Included with CentraNet Analog Line	\$0.00	\$0.00		2.2.4.1
	CentraNet Optional - Feature Series 2000	Tariff Pricing	Tariff Pricing		2.2.4.2
	CentraNet Optional - Feature Series 3000	Tariff Pricing	Tariff Pricing		2.2.4.3
	CentraNet - Optional CLASS Feature Package	Tariff Pricing	Tariff Pricing		2.2.4.4

	CentraNet - Optional Miscellaneous CLASS Features	Tariff Pricing	Tariff Pricing		2.2.4.5
<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	CentraNet - Optional Customer Group (System) Features	Tariff Pricing	Tariff Pricing		2.2.4.6
<i>New Entry</i>	Secondary Number	Tariff Pricing	Tariff Pricing		2.2.4.7
		Monthly	One Time	Unit	Section Number
<i>Verizon South</i>	DIGITAL VOICE CENTRANET SERVICE				2.2.5
	Digital Voice Line Digital CentraNet	\$8.50	Tariff Pricing	Per Line	
	CentraNet Network Exchange Registers - Virtual Flat Rate; NARS	\$5.09	Tariff Pricing	Per Line	
	Federal Line Subscriber Charge	Tariff Pricing	Tariff Pricing	Per Line	
	Priority Set Interface	Tariff Pricing	Tariff Pricing	Per Line	
<i>New Entry - Verizon South</i>	CENTRANET ISDN - BRI	Monthly	One Time	Unit	Section Number
	0B+D Packet Switched Data (PSD)	\$21.00	Tariff Pricing	*Multi Access Svc 2-wire Pipe/Circuit *CentraNet Line/Intercom *No Logical Terminal-No B channels Packet Switching Data *D Channel Signaling only, Feature Package 1000 N/A	
	1B+D Circuit Switched Voice (CSV)	\$18.00	Tariff Pricing	*Multi Access 2-wire Pipe/Featured Voice *CentraNet Line/Intercom *One (1) Logical Terminal-B channel-CSV *D Channel Signaling *Feature Package 1000	
	2B+D Circuit Switched Voice + Data / Circuit Switched Voice + Voice (CSV/CSD & CSV/CSV)	\$18.80	Tariff Pricing	* Multi Access Svc 2-wire Pipe/Circuit *CentraNet Line/Intercom *Two (2) Logical Terminal-B Channels CSV/CSV & CSV/CSD ONLY *D Channel Signaling *Feature Package	

				1000	
	2B+D Circuit Switched Data + Data (CSD/CSD)	\$24.00	Tariff Pricing	* Multi Access Svc 2-wire Pipe/Circuit *CentraNet Line/Intercom *Two (2) Logical Terminal-B Channels CSD & CSD ONLY *D Channel Signaling *Feature Package 1000 N/A	
	CentraNet ISDN – BRI - Network Access Register – NARS	\$5.09	Tariff Pricing	Per Line	
	CentraNet ISDN – BRI Federal Line Subscriber Charge	Tariff Pricing	Tariff Pricing		
	CentraNet ISDN – BRI FCC Line Port Charges	Tariff Pricing	Tariff Pricing		

-Page 127-

		Monthly	One Time	Unit	Section Number
<i>Verizon Virginia</i>	<i>IntelliLinQ ISDN PRI</i>				2.5
<i>Verizon Virginia Only</i>	IntelliLinQ PRI Flat Rate Service	\$650.00	\$0.00	Per PRI	2.5.2
New Entry <i>Verizon South Only</i>	IntelliLinQ PRI Flat Rate Service	\$500.00	\$0.00	Per PRI	2.5.2
<i>Verizon Virginia Only</i>	IntelliLinQ PRI Message/Measured Service	\$370.00	\$700.00	Per PRI	2.5.3
<i>Verizon South Only</i>	IntelliLinQ PRI - Measured Service	Tariff	Tariff	Per PRI	2.5.3

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

2.6.1 Vz-South Voice Mail (Page 71)

Comverse 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

<i>VOICEMAIL (Verizon Virginia/Verizon South)</i>		Monthly	One Time	Unit	Section Number
	<i>Comverse Voicemail</i>				2.6
	Type I / 12 Minute Storage, 30 Second Greeting	\$3.60	\$18.75	Per Mailbox	2.6.1
	Type II / 15 Minute Storage, 30 Second Greeting	\$4.00	\$18.75	Per Mailbox	2.6.1
	Type III / 30 Second Announcement Only	\$125.00	\$26.80	Mailbox Port	2.6.1
	Type V (Type I box w/ Operator Revert)	\$3.90	\$18.75	Per Mailbox	2.6.1
	Type VI (Type II box w/ Operator Revert)	\$4.00	\$18.75	Per Mailbox	2.6.1
<i>New Entry - Verizon Virginia/Verizon South</i>	<i>Comverse Voicemail</i>				2.6.1
Comverse Voice Mailbox	30 minute storage	\$7.00	Tariff Pricing	Per Line	
Comverse Voice Mailbox	45 minute storage	\$8.00	Tariff Pricing		
<i>Verizon Virginia/Verizon South</i>	<i>Comverse Platform Voice Mail Optional Features</i>	Monthly	One Time	Unit	Section Number 2.6.1
	Operator Revert Charge	\$0.54	\$0.00	Per Mailbox	2.6.2.1
	Pager Notification	\$3.00	\$20.00	Per Mailbox	2.6.2.2

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.

ATTACHMENT 4 – PRICING - Page 131-132

<i>Verizon Virginia/Verizon South</i>	<i>Frame Relay</i>	Monthly	One Time	Unit	Section Number 2.7.4
	<i>Service Level - IntraLata Only – Verizon Virginia to Verizon Virginia –or- Verizon South to Verizon South :</i>				
	56 Kbps	\$135.00	\$800.00	Per UNI	
	1.535 Mbps	\$345.00	\$1,000.00	Per UNI	
NEW ENTRY – Verizon Virginia Only	<i>Frame Relay – Extended UNI (User-To- Network) Service – Meet Point Billing Service Level Intra-Lata Only Verizon Virginia into Independent Telephone Company:</i>				2.7.4.1
Sprint (formerly Centel)	56 Kbps	\$225.00	\$800.00	Per UNI	
Vz-South	56 Kbps	\$170.00	\$800.00	Per UNI	
Sprint (formerly Centel)	T1 - 1.544 Mbps	\$500.00	\$1,000.00	Per UNI	
Vz -South	T1- 1.544 Mbps	\$425.00	\$1,000.00	Per UNI	
<i>Verizon Virginia/Verizon South</i>	<i>Frame Relay and Frame Relay - Extended UNI - Additional Services:</i>	Monthly	One Time	Unit	Section
	Add'l PVCs Assigned	\$1.25	\$5.00	Per PVC	
	Group Address	\$0.00	\$50.00	Per Group	
	Add'l Committed Information Rate (Per PVC): 56/64 Kbps access Line	\$5.00	\$0.00	Per PVC	
	8K, 16K, 28K, 32K	\$5.00	\$0.00	Per PVC	
	<i>Add'l Committed Information Rate (Per PVC) 1.536 Mbps Access Line:</i>				
	56/64K	\$2.00	\$0.00	Per PVC	
	128K	\$4.00	\$0.00	Per PVC	
	192K	\$7.00	\$0.00	Per PVC	
	256K	\$9.00	\$0.00	Per PVC	
	384K	\$12.00	\$0.00	Per PVC	
	512K	\$25.00	\$0.00	Per PVC	
NEW ENTRY	768K	\$32.00	\$0.00	Per PVC	
	Administrative Charge	\$0.00	\$50.00		
	4 Mbps Frame Relay Circuit	\$3,000.00	\$2,000.00	Per UNI	
	6 Mbps Frame Relay Circuit	\$3,300.00	\$2,000.00	Per UNI	
	22.5 Mbps Frame Relay Circuit	\$3,900.00	\$2,000.00	Per UNI	
	45 Mbps Frame Relay Circuit	\$4,600.00	\$2,000.00	Per UNI	

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 _____
 VP Pricing/Contract Management
TITLE: _____
DATE: 10/22/2007

COMMONWEALTH OF VIRGINIA

BY: 
NAME: JAMES T. Roberts
TITLE: Director Finance & Admin
DATE: 10/25/07

**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

<u>Service Description</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
Optimail Extension Voicemail Mailboxes	\$6.00 per box	\$18.75*

* 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.

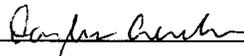
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

VERIZON Business Network Services Inc. on behalf of

VERIZON VIRGINIA, INC.

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Suleiman Hessami
VP Pricing/Contract Management

NAME: Douglas Crenshaw

TITLE: _____

TITLE: Strategic Sourcing Manager

DATE: 3-21-07

DATE: 3-21-07

**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:

<u>Quantity</u>	<u>Service Description</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
20	DID Numbers per block	\$5.00 per block	\$0.00

*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 coterminous 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.

VERIZON VIRGINIA INC.

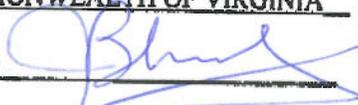
BY: 

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				
	Basic		Standard	
	Up to 768K/128K	Up to 3.0M/768K	Up to 3.0M/768K	Up to 7.1M/768K*
Maximum Connect Speed *1				
Monthly Cost *2 - Dynamic IP	\$22.95	\$34.95	\$53.95	\$204.95
Monthly Cost *2 - Static IP	n/a	n/a	\$59.95	\$234.95
* Not all packages are available in all locations.				

	Dynamic	Static
Contract Term *3	1 year	1 year
IP *4	1 dynamic included	1 static included
Additional Static IPs (block of 5, 13, or 29)	n/a	\$20, \$50 or \$80 per month
E-Mailboxes		
Basic Dynamic Packages *5	10 verizon.net	n/a
Standard Packages	3 domain name or 10 verizon.net	3 domain name or 10 verizon.net
Personal Web Space		
Basic Dynamic packages	n/a	n/a
Standard packages	20M included	20M included
Mobility Dial-Up Access		
Basic Dynamic packages	50 hours for \$8.95 mo	n/a
Standard packages	Unlimited	Unlimited
Verizon Internet Security Suite		
Basic Dynamic packages	n/a	n/a
Standard packages	Included	Included
One Year of Domain Name Registration		
Basic Dynamic packages	n/a	n/a
Standard packages	Included	Included
Gateway (Modem and Router in One)		
Gateway (Modem and Router in One)	\$149.95	\$149.95
Optional Wireless Laptop Adapter (802.11g)	\$49.95	\$49.95
Optional Wireless USB Adapter (802.11g)	\$49.95	\$49.95
Modem for Basic Up to 768K/128K package	\$49.00	n/a
Modem for all other packages	No charge	No charge
Optional 4-port Router	\$69.95	\$69.95
Optional 8-port Router	\$119.95	\$119.95
Optional Wireless Router	\$99.95	\$99.95
Set-up/Activation Fee	No charge	No charge
One Time Guarantee	Included	Included
30-Day Satisfaction Guarantee	Included	Included
Verizon Preferred Support	Included	Included
Self Installation	Included	Included
Verizon OnSite Installation	\$199.00	\$199.00

1 © 2006 Verizon Online. All rights reserved. Internet Services provided by Verizon Online. Acceptance of Verizon Online Terms of Service required. One-time \$25 setup fee, equipment charges and \$100 early cancellation fee may apply. An additional Verizon Online monthly Supplier FUSF recovery fee applies and will be added to your monthly bill. Applicable taxes apply. Service not available to all locations; availability subject to final verification by Verizon Online following order. Offer for Verizon local telephone customers only. Separate local and toll usage charges may apply for dial-up connection. NIC card required (sold separately). Throughput speeds vary and speeds and uninterrupted service not guaranteed. Simultaneous usage may affect individual user's throughput speed. Other terms and restrictions apply.

2 Prices are subject to change.

3 If not satisfied, cancel Business DSL within thirty (30) days of activation to receive refund of all Verizon Online service charges. Return equipment within 30 days of cancellation to receive refund of equipment charges.

4 Static IP not available on all lines

5 For Basic Dynamic packages, only standard verizon.net e-mailboxes available. For standard packages, option of domain name or standard verizon.net e-mailboxes. Domain name e-mailboxes include Domain Name Service for one domain name.

6 Based on DSL package selected, Internet Security Suite for one PC included. Acceptance of Zero-Knowledge license agreement required. Verizon Internet Security Suite service helps protect against most intrusions and internet viruses, but no security service can provide absolute protection.

7 Based on DSL package selected XX, first year of domain name registration included, transfer fees apply. Availability of company name for domain or e-mail name not guaranteed. Domain name registration limited to .net, .com, and .org extensions. Acceptance of VeriSign terms of service required for domain name registration. Customers with domain name e-mail can purchase additional Domain Name Registration service for a one-time fee of \$35.00 or Domain Name Transfer service for a one-time fee of \$10.00. These services are not available with standard verizon.net e-mailboxes.

8 Where DSL is available, Verizon Online will activate Business DSL Service with Static IP within ten (10) business days and Verizon Business DSL with Dynamic IP within five (5) business days from Verizon's acceptance date of order and/or an approved contract. Otherwise contact us at 1-877 483-0148 to receive a credit on your first full monthly DSL recurring charge. Applies to self-installs only. Not available with SHDSL Services.

© 2006 Verizon Online Offer valid through 3/31/06

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 VIRGINIA, INC.

BY: _____

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 6-6-06

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: George S. Goodman Jr.

TITLE: Sr. IT Sourcing Consultant

DATE: May 11, 2006

**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 ~~#7~~^{#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 Iessami _____
VP Pricing/Contract Management

TITLE: _____

DATE: 6-15-06

COMMONWEALTH OF VIRGINIA

BY: 

NAME: J. B. Edmonds

TITLE: Procurement Manager

DATE: 7/6/06

Exhibit B
Hosted IP Telephony Rates and Charges

Verizon will provide the Services at the following rates:

<u>Price Floor (Per month for 60 Months)*:</u>	MRC	NRC
* Basic IP Centrex Line**	\$12.00	\$26.80

Optional Services:

*Premium IP Centrex Line:	\$13.00	\$26.80
**Second Number for Premium Line	\$ 6.00	\$13.40
***Basic IP Attendant Console:	\$10.00	\$25.00
***Advanced IP Attendant Console:	\$25.00	\$25.00
IP Voice Mail- 30 minute box:	\$ 3.00	\$18.75
IP Voice Mail+ Unified Messaging:\$	\$ 4.00	\$18.75
IP Auto Attendant:	\$25.00	\$50.00
IP Access-Capitol Complex Only	\$2.00	\$0.00
***IP ACD	\$43.00	\$50.00

*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

Service Order Charge – Per incident	\$0.00	\$26.80
-------------------------------------	--------	---------

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 Centex 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 coterminous 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 incur 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.

3. Responsibilities of Verizon.

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.

6. E911 Limitation of Liability.

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 to 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 E911 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 E911 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 such applicable filed and effective tariffs constitute the entire agreement between the parties on the subject of this Modification #7 ("Subject Matter") and supersedes all prior or contemporaneous agreements, representations, and understandings between the parties on the Subject Matter. The Modification #7 may not be modified or waived except by written agreement signed by the parties. In case of conflicts 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.

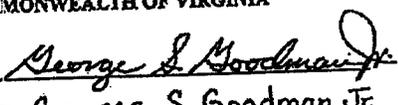
BY: 

NAME: Suleiman Hessami

TITLE: VP Pricing/Contract Management

DATE: 4-24-06

COMMONWEALTH OF VIRGINIA

BY: 

NAME: George S. Goodman, Jr.

TITLE: Senior IT Sourcing Consultant

DATE: April 19, 2006

List of Exhibits

Hosted IP Telephony Service Description.....Exhibit A
Hosted IP Telephony Rates..... Exhibit B
Detailed Feature Description..... Exhibit C

Exhibit A
Service Description

Verizon Hosted IP Telephony Service is a hosted software-based call-processing offering. The Hosted IP Telephony platform consists of Central Office (CO)-based control and switching equipment that, when used in conjunction with Customer provided stations and other Customer provided and maintained equipment and facilities, offers access to the exchange network and intercommunication among stations. The Hosted IP Telephony Service is currently only available to the Commonwealth IP Phone users located on the Commonwealths LAN's residing within the following LATA's:

<u>LATA</u>	<u>State</u>	<u>CLLI</u>	<u>Vertical & Horizontal Coordinates</u>
248	VA	RCMDVAGRGT1	5906.5 1471.87

I. General

The following is a description of the equipment, facilities, and services that Verizon will provide and maintain in the provision of Hosted IP Telephony Service for the Commonwealth. Equipment and facilities on the Customer's premises that are described below will not be provided and maintained by Verizon. Such equipment is the sole responsibility of the Customer. Verizon will not be responsible in any way for Service failures due to failures in equipment and facilities provided by the Customer or its other contractors.

The key elements of the Verizon Hosted IP Telephony Service offering are:

- A. The IP Voice Server Farm, which consists of one or more:
 - 1. Application Servers;
 - 2. Media Servers; and
 - 3. Network Servers

and one or more:

- B. IP to TDM Media Gateways (MGs)
- C. Application Edge Router (AER)

The key elements of the Customer equipment and facilities are one or more:

- DE. Customer Edge Routers (CER)
- EF. LAN Switches
- FG. IP Phones
- HG. Firewall

A. IP Voice Server Farm

1. Application Server

The primary function of the Application Server is to provide IP addressing information, call features and call control signaling for IP voice call routing. The Application Server also provides user control and configuration via an integrated standard web portal known as CommPilot. Web access provides integrated service management and lets end users configure and manage their own services via a familiar interface.

2. Media Server

The Media Servers are responsible for specialized media resources including digit detection, announcement play back and recording and media mixing functions such as three-way conferencing for the Commonwealth.

3. Network Server

The Network Servers allow Verizon to centrally manage network-related applications within its network. This includes public translations and routing capabilities such as abbreviated dialing within the existing Commonwealth Centrex.

B. Media Gateway

The IP to TDM Media PRI Voice Gateway enables protocol conversions between Internet protocols (IP) and time division multiplexing (TDM) protocols. The Media Gateways connect via IP to Verizon's Server Farm comprised of servers described above and via TDM/PRI protocols to a Verizon's Serving Wire Center/Verizon SESS switch that is also located in the Grace St. CO. Any calls between the Commonwealth IP phones and the PSTN that will traverse the IP-to-TDM Gateway and will be considered Off-Net. Routing and charging for calls performed by the the Grace Street SESS switch/Verizon Serving Wire Center will utilize according to the existing Commonwealth Centrex group translations.

C. Application Edge Router (AER)

The Application Edge Router (AER) allows for Layer 3 IP connectivity to be extended from the Server Farm to the Customer using Verizon ATM Cell Relay Service or equivalent transport service. Customer is required to provide a connection from each site requiring IP Lines into the Server Farm via Application Edge Router. The connection will be used to transport end user IP Voice and signaling information to Company's Server Farm for the delivery of the following call types:

- IP to IP lines (IP Call signalling only)
- IP line to existing Commonwealth Centrex users
- IP line to IntraLATA local
- IP line to IntraLATA toll
- IP line to InterLATA Intrastate
- IP Line to InterLATA Interstate

ATM Cell Relay/Transport Services are provided separately and are is not included. .

The customer premises network LAN must be 10/100 MB Full Duplexed and switched. An IP phone set may not be connected to any part of the network that contains non-switching hubs. IP phone sets may be moved among Customer locations on the network LAN, but they will not function at locations off the network LAN.

Verizon will provide a list of approved IP equipment to Customer.

The customer premises equipment must support both Session Initiation Protocol (SIP) and Client Application Protocol (CAP). Technical specifications for SIP are contained in RFC 3261. Technical specifications for CAP are contained in Broadworks Client Application Protocol Interface Specification Release 11.1.

Customer, and not Verizon, is responsible for Customer LAN, including installation, provision, maintenance, design, viability and bandwidth sizing, quality of service and all network layer functionality up to and including Customer's firewall and Customer Edge Router (CER). Customer is responsible for all issues, changes and management of the network from Customer's demarcation point (normally a firewall) to Customer's user's IP phones.

D. Customer Edge Router (CER)

The Customer Edge Router (CER) will be located on the Customer Premises Network. Verizon can provide the CER. If it does, it will be subject to Verizon Select Service's Standard System Agreement. If it does not, the CER will be provided and maintained by the Commonwealth and/or its other contractors.

The Customer agrees to give Verizon sole administration rights to the CER - only Verizon will have the ability to implement or make changes to the CER. The CER will perform multiple functions within the Hosted IP Telephony architecture. First, it will function as a Layer 3 Gateway that will route Verizon approved (trusted) traffic to the Verizon network for voice services. Since the CER is the last customer premises element prior to accessing the Verizon network, Verizon will utilize it to ensure that only voice traffic that Verizon has approved and provisioned can access the network. This will create a final trust boundary between Verizon and the Customer's network. Second, the CER will also allow Verizon to ensure the voice traffic has the proper QoS markings, and any traffic that is not trusted will either be remarked or discarded. Finally, Verizon will use Access Control Lists to ensure that only approved endpoints within Commonwealth facilities can access the Verizon network.

E. Local Area Network (LAN) Switch

The Commonwealth will provide and maintain a Local Area Network (LAN) to which IP capable sets and the CER will be interconnected using interface specifications published by Verizon. *IP Phone*

Verizon will provide a list of approved IP telephony devices to the Commonwealth of Virginia. The Hosted IP telephony service provided to the Commonwealth of Virginia will function for Commonwealth of Virginia locations within the Richmond VA LATA. IP sets may be moved among locations on the customer LAN in Richmond; however, the Services will not be provided to IP phones that are moved off the LAN. Verizon is not responsible to provide Services to any IP telephony equipment until it has been certified by Verizon for use with its Hosted IP Telephony platform.

F. Firewalls

If IP Telephony traffic will need to traverse any Customer Edge Firewalls, Verizon will provide a list of the protocols and ports that will need to be allowed.

2. Service Elements

Verizon Hosted IP Telephony service is offered on a per line subscription basis and is offered as either a basic or premium line. Premium features may be invoked using the CommPilot function. Basic features may be invoked using traditional feature access codes. Additional features are also offered as a part of the Service offering. The specific features offered in conjunction with Basic Line and Premium Line are described in Exhibit C.

A. Basic Line

A minimum of one (1) Basic Line, or in the alternative, one (1) Premium Line is required to deliver Hosted IP Telephony Service to Customer's end users. One telephone number is assigned to each Basic or Premium Line. Basic and Premium IP Centrex Lines will also interoperate with other existing Verizon-provided Customer Centrex

networks with the following feature functionality: (a) Call Forwarding; and (b) InterLATA Calling via existing Interexchange Carrier trunk Groups from Grace Street JESS/Verizon's Serving Wire Center. Rates and charges for Basic Line apply on a per-station basis, which includes the Basic Line and any additional extension station lines. Basic Line provides the Customer with the following features in addition to the Basic features defined in Exhibit C:

1. Dial Tone - Provides for the origination of calls by means of instruments equipped for IP address signaling over Hosted IP Telephony Service facilities
2. Private Dial Plan - Abbreviated extension station dialing

B. Premium Line

Premium Line provides all of the features and functionality of a Basic line as well as the Premium features defined in Exhibit C. Additionally, Premium Line is offered with the following features:

1. Enhanced Call Management and Real-Time Call Management Capabilities
2. Detailed Call History and Log Management

Refer to Exhibit C for a detailed description of all features offered as a part of the Hosted IP Telephony Service.

3. Call Types

The following depict the call types that will be supported for in Services provided to the Customer. All calls that terminate to PSIN destinations will be considered Off-Net. All Off-Net calls will be routed through the originating LATA's Local JESS switch, once the destination gateway is determined by the Network Server. All Verizon network elements will be located in the Richmond LATA.

The following types of originating and incoming call combinations are available with Hosted IP Telephony Service:

Originating:

- IP Phone to IP Phone (IntraLATA only) (on-net)
- IP Phone to Commonwealth Centrex line on Grace Street JESS. (IntraLATA)
- IP Phone to Commonwealth Centrex line in a Central Office other than Grace St. (IntraLATA)
- IP Phone to Off-Net Phone Number via MCI (Customer selected InterExchange Carrier) (InterLATA and Interstate or Intrastate)
- IP Phone to Off-Net Phone Number via Verizon (Local - IntraLATA and Intrastate)

Incoming:

- Incoming IntraLATA call from PSTN to IP Phone
- Incoming IntraLATA call from local Commonwealth Centrex line to IP Phone (IntraLATA)
- Incoming InterLATA call from Commonwealth Centrex line to IP Phone (InterLATA)
- Incoming InterLATA call from PSTN to IP Phone (InterLATA Intrastate, InterLATA Interstate)

Basic and Premium Hosted IP Centrex Lines will interoperate with other existing Company-provided Customer Centrex networks with the following feature functionality:

- Extension dialing
- Call Forwarding
- InterLATA Calling via existing dedicated MCI trunk Group from Grace Street JESS

4. Service Level Agreement

In case of an interruption to the Services for more than 24 hours and brought to the notice of Verizon within thirty (30) days, which is caused by defects in or malfunctioning of Verizon facilities or equipment and not due to the negligence or other wrongful conduct of Customer or its agents, contractors, or other suppliers or equipment or facilities provided by or on behalf of Customer, Verizon will make a pro rata adjustment of charges. For the purpose of determining a pro rata adjustment, every month is considered to have thirty (30) days. Customer shall be credited in increments of 24 hours at the rate of $1/30^{\text{th}}$ of the monthly charge for the Services for each period of 24 hours or major fraction thereof that the interruption continues after Verizon receives reasonable written notice of the outage from the Customer. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the Services in any one monthly billing period.

Exhibit B
Hosted IP Telephony Rates and Charges

Verizon will provide the Services at the following rates:

<u>Basic Services</u>	Monthly Recurring Charge	Non Recurring Charge
Product Name	\$12.00	\$26.80
Basic IP Centrex Line*		

<u>Optional Services</u>	Monthly Recurring Charge	Non Recurring Charge
Product Name	\$13.00	\$26.80
Premium IP Centrex Line*	\$ 6.00	\$13.40
Second Number for Premium Line**	\$10.00	\$25.00
Basic IP Attendant Console***	\$25.00	\$25.00
Advanced IP Attendant Console***	\$3.00	\$18.75
IP Voice Mail- 30 minute box	\$4.00	\$18.75
IP Voice Mail+ Unified Messaging	\$25.00	\$30.00
IP Auto Attendant	\$2.00	\$0.00
IP Access-Capitol Complex Only	\$55.00	\$50.00
IP Automatic-Call Distribution**		

<u>Additional Charges</u>		
Service Order Charge - Per incident	\$0.00	\$26.80

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 March 16, 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 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.

Exhibit C
Feature Description

PAK TYPE	FEATURE	FEATURE DESCRIPTION
BASIC	These features are included in the basic port charge.	
Basic	Answer - Dial tone/connectivity	Allows a user to automatically connect to a call by lifting the handset or pressing the speaker button.
Basic	Answer Release - Dial tone/connectivity	Allows a station user to disconnect a call by pressing a button, or by placing the handset in the cradle. When a user makes a call using the CommPilot dialer, the user will see an indication of when the state of the call changes to "dialing" and then to "in-progress"
Basic	Answer Supervision - Dial tone/connectivity	The off-hook indication sent back to the originating end when the called party answers. For calls made with the CommPilot dialer, the dialer shall indicate to the user when the state of the call changes from "dialing" to "in-progress".
Basic	Call Pick Up	Allows user to pick up or answer a call within same customer group using a feature access code.
Basic	Call holds for multi-lines on a set	Allows users to place one call on hold, make a second call, and talk alternately between the two parties. See Hold.
Basic	Call Transfer with 3-Way Consultation	Enables a user to make a three-way call with the caller and add-on party before transferring the caller. To initiate call transfer with three-way consultation, the user depresses the flash hook and dials the add-on party.
Basic	Call forwarding busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition. The user controls the basic feature via a feature code.
Basic	Call forwarding no answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings. The user controls the basic feature from his/her phone, via a feature code.
Basic	Call forwarding always	Enables a user to redirect all calls to another destination. The user controls the basic feature from his/her phone, via a feature code. Both provide the ability to activate and deactivate the service.
Basic	Call Waiting Cancel per Call	In addition to being able to cancel call waiting for all incoming calls, users also have the option of canceling their call waiting on a per-call basis by dialing a star code, or after a switch-hook flash during the call.
Basic	Calling Line ID Blocking per Call	In addition to being able to block the presentation of their Calling Line ID on all outgoing calls, users also have the option of blocking on a per-call basis by dialing a star code or selecting this option in the PC interface before making the call. Privacy Indicator cannot be set at the dept level.
Basic	Calling Line ID Delivery (Name and Number)	Enables the delivery of a caller's identity to a user via a PC interface or phone (if capable). Delivered information includes the caller's phone number and name field (for calls originating outside of Broadworks).
Basic	Calling Group ID Delivery	This service allows the group administrator to assign a Calling Line Identity (name and number) to an entire group.
Basic	Calling Line ID configuration	Allows administrator to configure Calling Line ID parameters
Basic	Calling Plan - Forwarded/Transferred for Group & User	Allows a group administrator to prevent users from forwarding or transferring calls to certain types of numbers, such as long distance, toll, or premium numbers. When this service is active, the call type is compared with the set of forwarded/transferred calls allowed.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Basic	Calling Plan - Incoming	Provides the ability for the group administrator to prevent calls from specified numbers, such as those from outside of the company. When the service is active, the call type is compared with the set of incoming calls allowed.
Basic	Calling Plan - Outgoing	Allows a group administrator to prevent users from making calls to certain types of numbers, such as long distance, toll, or premium numbers. When this service is active the call type is compared with the set of outgoing calls allowed.
Basic	Calling Plan - Forwarded/Transferred for Group & User	The administrator can fully or partially restrict individual lines by selecting one of several call restriction options. Ability to restrict station to 4-digit dialing only, excluding toll, LD, and premium services numbers.
Basic	Consultation Hold	This service enables a user to put a caller on hold and then make a consultation call to another party.
Basic	Configurable Feature codes	Allows group administrators to configure the feature access codes used by members of the group to activate, deactivate, program and configure various Broadworks features.
Basic	Configurable Time Zones	Users have the option of individually setting their own effective time zone. The respective time zone is used for all services requiring date/time stamps, such as Voice Messaging, Auto Attendant, and Selective Call Forwarding.
Basic	Configuration Audit Trails	Provides a log or audit trail of all non-billing impacting changes made by the administrator including add, changes, and deletions.
Basic	Device Inventory - Dial Plan Management	Enables group administrators to inventory their Integrated Access Devices (IAD), and IP Phones via a PC-based interface. Devices may be easily added, deleted and modified. In addition, group administrators can assign users directly to a device and/or a position.
Basic	Digit String Analysis - Dial Plan Management	The system analyzes the dialed digit string to determine how to route the call, or to determine if the station has the correct privileges to call that number.
Basic	Digit String Deletion - Dial Plan Management	After analyzing the dialed digit string, the system may decide to delete digits before sending the call. For example, the user dials 9-234-567-8901 to reach a user on their system, the system would delete the access code 9, the area code, and the 56, prior to routing the call.
Basic	Digit String Insertion - Dial Plan Management	After analyzing the dialed digit string, the system may decide to insert digits before sending the call. For example, the user dials 35421 to reach a user on their system, but the system has to route it via the PSTN, so it would insert the access code 9.
Basic	Direct Inward/Outward Dialing	Users are assigned a 10-digit directory number that can be used to place or receive calls directly to this phone, without forcing access via a central number. Incoming and outgoing calls can be placed/received via the phone or the CommPilot Call Manager.
Basic	Directory Assistance	411, 1+ listing services, 0+ listing services.
Basic	Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy treatment. Users have the option to activate and deactivate the service by dialing a feature code or configuring the service via their web interface.
Basic	E.164 Number Support	The system shall provide one E.164 telephony address for each VoIP line a customer has ordered. Complete E.164 support provides everything required for support of international dialing plans. The network server can handle international routing functions by supporting configuration of country codes and national destination codes.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Basic	E911 Support	Broadworks enables routing of emergency calls to the correct tandem switch based on the caller's phone number. The system ignores user disconnects and disallows features to be used when an emergency number (i.e., 911) is dialed.
Basic	Equal Access Policy - for COVA it is forced to MCI	All COVA Long Distance Calls will be routed to MCI
Basic	Authorization Codes	Access codes are used in the dial plan to indicate a request for a specific service, such as an outside line (dial 9), system operator (dial 0), etc.
Basic	Extension Dialing	Allows users to use abbreviated dialing to call other members of their business group.
Basic	Configurable Extension Dialing	Flexible numbering allows customers to establish their own numbering scheme for directory numbers.
Basic	PBX Dialing Transparency	System providers or group administrators can enable users to dial a digit to access an outside line (e.g., 9+ dialing), thereby standardizing dialing practices across a company that is using a combination of softswitch and a PBX.
Basic	Voice VPN	A unified dial plan means that the system has a flexible dial plan that can be used to create extension-to-extension dialing between systems. For example, users at one location might have 3XXX extensions, and those at another might have 4XXX extensions.
Basic	Policy-Based Routing	The service shall provide the ability to define for a service provider (or group) a four digit dial plan.
Basic	Hold Indication	This feature provides multi-line phone users with an indication (usually a blinking LED) as to which line is the one that they placed on hold.
Basic	Hunt Groups	Hunt Groups allow users to be included in a specified group to receive ringing calls not directed to a specific user number. The call hunts among group members for an answer, ringing phones in a specified manner: in list order, in a circular fashion.
Basic	Hunt Groups: Station Hunting (Circular/ Last Call)	This form of station hunting between 3 and n number of lines begins with the called station number and continues through all members repeatedly if necessary until an idle station is found.
Basic	Hunt Groups: Station Hunting (Distributed/ Uniform/ Least Busy)	This form of station hunting between 3 and n number of lines begins progressively, such as at the station following the last one to receive a call. This helps to load balance the incoming calls so that the first person in the hunt group is not overburdened.
Basic	Hunt Groups: Station Hunting (Secretarial/ Normal End of Hunt Grp.)	This form of station hunting between 3 and n number of lines routes calls to a busy hunt group, or several busy hunt groups, to a common secretarial phone for answering.
Basic	Hunt Groups: Station Hunting (Terminal/ One Time)	This form of station hunting between 3 and n number of lines begins with the called station and ends with the last station in the group, even if no idle station is found.
Basic	Hunt Groups: Simultaneous Ring - Group (First to Answer)	Enables all of the phones in a hunt group to ring simultaneously when calls are received on a virtual number. The first phone to be answered is connected.
Basic	Call Return	Enables a user to call the last party that called, whether or not the call was answered. To call back the last party that called, the user dials the call recall feature code. The system stores the number of the last party to call, and connects the user to that party. User can also execute call return via their call logs.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Basic	Last Number Redial	Enables users to redial the last number they called by clicking the 'Redial' button on their PC-based telephony application manager, or on the "redial" option in the options menu, or by dialing a feature code.
Basic	Lawful Intercept - CALEA	Enables the following necessary functions for lawful intercept (e.g. CALEA event monitoring): - Administration - Enables a system provider or law agency to assign and configure surveillance against a particular user.
Basic	Loudspeaker Paging	Enables users to access an intercom paging system by dialing an extension within the group or by a feature access code. The paging system is configured in the system as a user and interconnected via a standard two-wire interface. Allows the system to be connected to an external loudspeaker paging system for one or more zones.
Basic	Multi-Path Forwarding	Enables a user to have one or more active calls forwarded at a time.
Basic	Multiple Call Appearance - CPE dependent	Multiple appearance of the same telephone number on the same set. Multiple Call Appearance allows one set to have more than one button with the same directory number, e.g., ISDN sets that have 3 buttons with the same directory number.
Basic	Multiple Line Appearances	A multi-line phone can have several different line appearances (DNs) programmed on the phone, including multiple appearances of its own assigned number.
Basic	Private Lines	A PSTN, i.e., FX line, is assigned to a specific button that can only appear on certain telephones or that only a specified station user is allowed to access.
Basic	Ring Splash	Enables users to have a short ring burst played on their phone when the following services are triggered: For example, Call Forwarding Always, Call Forwarding Selective, and Do Not Disturb. Ring Splash can be enabled for each of these services individually.
Basic	Ring Line Preference	When the user picks up the handset, the phone automatically selects the ringing line. The user does not have to manually select it.
Basic	Speed dial 3 & Speed dial 100	This feature allows each station user to store a list of frequently dialed numbers that can be accessed via a button or code. Enables users to dial one, two, or three digit codes to call different numbers, such as frequently dialed numbers or long strings.
Basic	Three way calling	Allows a user to conference to one other telephone number as a bridge.
Basic	Toll-free services - Dial Plan Management	Support for 800, 888, 877, 866, etc.
Basic	Inband Management - Dial Plan Management	Toll free service and Foreign Exchange (FX) to provide call completion from the PSTN to the customer PBX. - National (US) Local DID reach that provides local phone access from the PSTN to the customer PBX.
Basic	Executive busy over ride - Privacy	This feature prevents another user from accidentally or intentionally entering an existing conversation. Thus, the conversation is guaranteed privacy override or barging for the duration of the call.
Basic	Voice Portal - BroadSoft	Allows users to call a pilot # that prompts for phone number and password and then allow user to change calling options (i.e. call forwarding, greetings, remote access)
MID CALL FEATURES		These features are available during a call.
Basic	Blind Call Transfer	Enables a user to transfer a call unattended before or after the call is answered. Users can only execute blind call transfer from the CoramPilot Call Manager.
Basic	Call Alternation	Allows the user to switch between two calls (assuming the CPE supports multiple lines) without having to put the current call on hold.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Basic	Call Park	Enables a user to transfer a call unattended before or after the call is answered. Users can only execute blind call transfer from the CommPilot Call Manager.
Basic	Call Waiting	Enables a user to answer a call while already engaged in another call. When a second call is received while a user is engaged in a call, the user is informed via a call waiting tone. To answer the waiting call, the user depresses the flash hook. The user connects with the waiting party and holds the original party. By depressing the flash hook, the user reconnects to the original party and holds the waiting party. The feature completes when any party hangs up. Users can also execute call waiting via the CommPilot Call Manager.
Basic	Call Waiting Cancel per Call	In addition to being able to cancel call waiting for all incoming calls, users also have the option of canceling their call waiting on a per-call basis by dialing a star code, or after a switch-hook flash during the call.
Basic	Calling Line ID Blocking	Enables a user to block delivery of his/her identity to the called party. The user controls the service via a web interface, which provides the ability to activate and deactivate the service. If activated, all calls made by the user have the user's identity blocked.
Basic	Cancel Call Waiting per Call	In addition to being able to cancel call waiting for all incoming calls, users also have the option of canceling their call waiting on a per-call basis by dialing a feature code before making the call, or after a switch-hook flash during the call.
Basic	Hold Indication	Indicator on CPE to indicate whether a call appearance is on hold
PREMIUM	Premium Feature set include all Basic plus the Premium Features listed below, at an additional cost	
Premium	Call forwarding Selective	Enables a user to define criteria that causes certain incoming calls to be redirected to another destination. If an incoming call meets user-specified criteria, the call is redirected to the user-specified destination. A criteria is set based on incoming calling line identity, time of day, and day of week. Multiple sets may be defined.
Premium	Call Park groups are set up via the CommPilot Group Administrator web page.	Enables a user to hold a call and to retrieve it from another station within the group. To park a call, a user clicks on options next to the call in the dialer and chooses "Park" or depresses the flash hook and dials the call park star code. The call is parked and the user is held. To retrieve the call, the user goes to any phone in the group and dials the call retrieve feature code.
Premium	Call Pickup	Enables a user to answer any ringing line within their pick-up group. A pickup group is a group administrator defined set of users within the group, to which the call pickup feature applies. To pick up a ringing call, a user dials the call pick up feature code defined in the Call Manager Dial Window of CommPilot.
Premium	Directed call pickup	Directed call pickup allows a user to dial a feature access code followed by an extension to pick up (answer) a call directed with that extension in the same customer group. Feature set must be provisioned by Group Administrator via CommPilot.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Premium	Directed call pickup w Barge-in	Group Administrator provisions the feature via CommPilot. Enables users to dial a feature access code followed by an extension to pick up a call directed to another user in the same customer group, or barge-in on the call if already answered, thereby creating a three-way call. Administrators can configure whether or not a warning tone is played when a barge-in occurs.
Premium	Call Trace	Enables users to request that a call they have received to be automatically traced by dialing a feature access code after the call or via PC interface.
Premium	Call Waiting Cancel	Allows users with Call Waiting to deactivate/activate the operation of Call Waiting via their PC interface or feature code from the phone.
Premium	Persistent Calling Line ID Blocking	Enables a user to block delivery of his/her identity to the called party. The user controls the service via a PC interface or feature code, which provides the ability to activate and deactivate the service.
Premium	Distinctive Alert/Ringing - can be set in within CommPilot personal web interface	Provides a different call waiting tone (i.e. alert) or a different ringing cadence for intra-group calls versus calls received from outside of the group. This service is provisioned as part of the Priority Alert/Ringing service, so users must choose to enable either Distinctive Alert/Ringing or Priority Alert/Ringing (different tone/ring for user-specified phone numbers) at any given time.
Premium	Distinctive Ring (Per Phone) - can be set in within CommPilot personal web interface	Allows phone users to change the ringing tones to personalize the phone. In an office this capability makes it easier to distinguish whose phone is ringing.
Premium	Shared Call Appearances	The same DN may appear on multiple telephone sets. When a set goes off-hook, an indication is provided to all phones where the DN appears indicating the line is in use, and other users are prevented from "barging" on the call. See Barge.
Premium	CommPilot Personal Portal - End User	Web portal that allows an administrator access to all system management and configuration functions of the administration system.
Premium	CommPilot Enterprise Administrator Portal	Web portal that enables enterprise administrators to access, configure, and manage their enterprise dialing plan on the system.
Premium	CommPilot Group Administrator Portal	Web portal that empowers a business group administrator (i.e. Super Admin. or Department Admin.) to provision services to users and manage group-related activities via a PC interface. See Tiered Administrator Privileges.
Premium	Music on Hold	Enables group administrators to upload an audio file (a file containing music, advertising, etc.) onto the system to be broadcast to held parties. Only one file can be uploaded per Business.
Premium	Hot Line	When a user goes off hook the system automatically makes a direct connection to another predefined phone on the system.
Premium	MAC	CommPilot Group Web Portal
Premium	Calling Group ID Delivery Configuration	CommPilot Group Web Portal
Premium	Calling Line ID Configuration	CommPilot Group Web Portal
Premium	Calling Plans (incoming/outgoing) Configuration	CommPilot Group Web Portal
Premium	Extension dialing Configuration	CommPilot Group Web Portal
Premium	Device Inventory reports	CommPilot Group Web Portal
Premium	Group Resource Inventory Reporting	CommPilot Group Web Portal

PAK TYPE	FEATURE	FEATURE DESCRIPTION
Premium	Loudspeaker Paging w external IAD	CommPilot Group Web Portal
Premium	Click-to-dial, Redial	CommPilot Call Manager PC screen POP
Premium	Hold	CommPilot Call Manager PC screen POP
Premium	Transfer	CommPilot Call Manager PC screen POP
Premium	3-way	CommPilot Call Manager PC screen POP
Premium	Phone lists (Personal, Group, Call log)	CommPilot Call Manager PC screen POP
Premium	Printable Group Directory	CommPilot Call Manager PC screen POP
Premium	Outlook Integration	CommPilot Call Manager PC screen POP
Premium	LDAP Directory Integration	CommPilot Call Manager PC screen POP
Premium	Alternate numbers	CommPilot Personal Web Portal
Premium	Anonymous Call Rejection	CommPilot Personal Web Portal
Premium	Call Forwarding Selective	CommPilot Personal Web Portal
Premium	Call Forwarding Ring Splash	CommPilot Personal Web Portal
Premium	Call Screening by Digit Patterns	CommPilot Personal Web Portal
Premium	Calling Line ID Blocking	CommPilot Personal Web Portal
Premium	Calling Line ID Delivery Per Call	CommPilot Personal Web Portal
Premium	Cancel Call Waiting	CommPilot Personal Web Portal
Premium	CommPilot Express	CommPilot Personal Web Portal
Premium	Distinctive Alert/Ringing	CommPilot Personal Web Portal
Premium	Selective Call Acceptance	CommPilot Personal Web Portal
Premium	Selective Call Rejection	CommPilot Personal Web Portal
Premium	Sequential Ringing	CommPilot Personal Web Portal
Premium	Shared Call Appearance	CommPilot Personal Web Portal
Premium	Simultaneous Ring	CommPilot Personal Web Portal
Premium	Account Codes	CommPilot Group Web Portal
Premium	Authorization Codes	CommPilot Group Web Portal
Premium	Call Capacity Management	CommPilot Group Web Portal
Premium	Call Intercept	CommPilot Group Web Portal
Premium	Call Park	CommPilot Group Web Portal
Premium	Call Pick-Up	CommPilot Group Web Portal
Premium	Incoming Calling Plan	CommPilot Group Web Portal
Premium	Enhanced Outgoing Calling Plan	CommPilot Group Web Portal
Premium	Configurable Extension Dialing	CommPilot Group Web Portal
Premium	Music on Hold	CommPilot Group Web Portal

PAK TYPE	FEATURE	FEATURE DESCRIPTION
MID CALL FEATURES		These features are available during a call.
Premium	Call Pickup	Enables a user to answer any ringing line within their pick up group. A pick up group is a group administrator-defined set of users within the group, to which the call pickup feature applies. To pick up a ringing call, a user dials the call pickup feature code. The user is then connected to the caller. If more than one line in the pick up group is ringing, the call that has been ringing the longest is answered. Users can also execute call pickup via a web interface.
Premium	Call Transfer with 3-Way Consultation	Enables a user to make a three-way call with the caller and add-on party before transferring the caller. To initiate call transfer with three-way consultation, the user depresses the flash hook and dials the add-on party. When the call is answered, the user depresses the flash hook and forms a three-way call with the add-on party and caller. To transfer, the user hangs up, causing the caller to be connected to the add-on party. Users can also execute call transfer with three-way consultation via the CommPilot Call Manager.
Premium	Multi-Path Forwarding	Enables a user to have more than one forwarded call active at a time. There are no limitations on the number of simultaneous calls a user can forward. Calls are specified for forwarding via the web portal interface.
Premium	Multiple Line Appearances	Allows for multiple lines to be accessed by the phone (CPE dependant)
Optional FEATURES		The features listed below require Customer to purchase either a Basic Line or Premium Line.
Voice mail	Voice Messaging: Personal	Enables users to record messages from callers for calls that are not answered within a specified number of rings, or for calls that receive busy treatment. Users can control the service via their PC interface and/or any phone dial-up interface. From the PC interface, a user controls whether Voice Mail messages are to be delivered to their e-mail account as attachments and/or to the system repository for retrieval from a phone. The PC interface also enables users to enter their password and elect to give callers the option of connecting to an attendant by pressing 0. From the phone dial-up interface, a user can listen to, reply to, forward, save, delete, compose, and purge messages, as well as record multiple personal greetings for busy and unavailable.
	Voice Messaging: Personalized Name Recording	Enables users to record their name to be played back to incoming callers in conjunction with multiple services, including Voice Messaging and Auto Attendant. A file is recorded and uploaded via phone and respective PC interface.
	Voice Messaging: Notification	Enables a user to be informed of new voice messages. The notification is in the form of an email (or short message to a cell phone) or an indication on the user's station. The user controls the service via a PC interface, which provides the ability to activate and deactivate email notification as well as the email notification address.
	Voice Messaging: VM Waiting Indication	An audio and visual indication is provided via the telephone when new messages reside in the user Voice Mailbox. An example of an audio indication might be stutter dial tone (SDT).
	Voice Messaging: Call Back	Enables users to automatically call back the person who left them a message by pressing an option during or after listening to the message. This feature works if the caller's line ID is available, otherwise the call back is denied.

PAK TYPE	FEATURE	FEATURE DESCRIPTION
	Voice Messaging: Playback	Users are able to play back a voice message during a live call.
	Voice Messaging: Enhancements	Voice Messaging requires the following enhanced functionality: Caller Message Review – enables caller to review and change a message being left for a user. Distribution Lists – enables user to pre-configure lists of users to whom voice messages may be sent. Message Playback Enhancements – enables user to skip forward, skip back, or pause during playback of a message. Urgent and Confidential Messages – enables user to mark a message as Urgent or Confidential. User Message Review – enables user to move to previous or next message. Warning Tone on Long Messages – warns caller leaving a message that the maximum length is about to be reached. - Access Code to Clear MWI – enables user to clear their message waiting indicator by entering a feature code.
	Voice Messaging: Group (Shared) Mailbox	The business can create mailboxes where callers can leave messages for up to three end users. When callers dial the main business telephone number associated with the mailbox and the line is busy or no one answers, they will be forwarded to the group mailbox. For examples, the business may set up shared mailboxes using the names "Ordering", "Marketing", etc. and the caller will hear, "ABC Company, if you want ordering press "1", if you want marketing press "2"."
Voice Mail + UM	Voice Messaging: VM to Email (Call Logs Only)	Voice messages can be delivered to the user's email address in the form of a message with a file attachment. If available, the caller's name is also included in the e-mail subject line.
	Voice Messaging: VM to Email	Voice messages can be delivered to the user's email address in the form of a message with a file attachment. If available, the caller's name is also included in the e-mail subject line.
Basic Attendant Console	Basic Attendant Console	Web based service enables user to monitor a configurable set of users in their business group. The Attendant Console service provides critical call detail and group member status for effective attendant call routing. Entirely web-based, this service surpasses legacy PBX consoles and seamlessly combines with BroadSoft applications.
Advanced Attendant Console	miRECEPTION	miRECEPTION® is a carrier class IP Telephony attendant console for use by "front-of-house" receptionists, or telephone attendants, who screen inbound calls for enterprises. miRECEPTION realizes the promise of IP Telephony by enhancing business processes and delivering rich services in a personalized way.
Auto Attendant	Auto Attendant	Auto Attendant provides enterprises with a powerful tool to field inbound calls and deliver them to the intended destination through interactions with the caller. The BroadWorks Auto Attendant is an integral part of the IP Centrex product offering and does not require an external third-party system.
Call Center	Automatic Call Distribution	The Call Center service builds on the basic Hunt Group service to provide a complete, business-ready application. Hence, call centers inherit all of the characteristics of the Hunt Group service and are also provided with sophisticated call-handling features like queuing, music on hold, etc.

**MODIFICATION #6
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION # 6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Verizon Virginia, Inc., hereinafter referred to as "Contractor", relating to Contract VA-040801-VERV, hereinafter referred to as the "Contract" or "Agreement". This Modification # 6 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

Both of the above-referenced parties agree that Virginia Commonwealth University will purchase the following Services from Verizon at the reduced rates set forth below and in quantities set forth below:

<u>Quantity</u>	<u>Service Description</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
1832	Optimail Extension Voicemail Mailboxes	\$6.00 per box	\$18.75*

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

Virginia Commonwealth University will begin paying the reduced rate above on the first date of its next full billing cycle beginning after the latest signature date below. This Modification shall be coterminous with Contract VA-040801-VERV. No minimum commitment or early termination liability charges shall apply.

The Services shall be provided to Virginia Commonwealth University under the terms hereof at the dorm address of 801 W. Franklin St., Richmond, VA 23220 (Johnson Hall). Other Commonwealth locations may be added to this Agreement only by mutual consent of both parties..

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.

VERIZON VIRGINIA, INC.
BY: [Signature]

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 3-29-06

COMMONWEALTH OF VIRGINIA
BY: [Signature]

NAME: Joe A. Parr

TITLE: Supervisor, Acquisition Svcs

DATE: 4/4/06

**MODIFICATION # 5
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION # 5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Verizon Virginia, Inc., hereinafter referred to as "Contractor", relating to Contract VA-040801-VERV, hereinafter referred to as the "Contract" or "Agreement". This Modification # 5 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

Below are modifications to correct errors and add verbiage to clarify portions of the Pricing (Attachment 4) and Service Description (Attachment 2) sections to the contract. All charges associated with the services herein will be adjusted to reflect the below rates from the date of original contract signature.

Page 114 / 2.1.3 - CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT)

VITA Centrex SEAT provides one communication path between the Centrex intercommunication line in a Centrex System and the Local Exchange Network. VITA requested additional verbiage regarding VITA Centrex SEATS as it pertains to the contract, different from tariff SEATS.

4. PRICING

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
CENTREX / CORE VOICE (Verizon Virginia)					2.1
	CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT) – VITA Centrex SEAT provides one communication path between the Centrex intercommunication line in a Centrex System and the Local Exchange Network.				2.1.3

Page 134 / 3.5 – EXPEDITE CHARGES

EXPEDITE CHARGES – APPLICABLE CHARGE WILL GENERATE FOR EACH TELEPHONE NUMBER AND/OR EACH CIRCUIT INSTALLED. Add verbiage to state specifically that the charge is generating for each telephone number and/or each circuit installed.

<i>Verizon Virginia/Verizon South</i>	<i>Other Charges and Credits</i>				
	Service Order Charge	\$200.00		Per Business Day	3.5
	EXPEDITE CHARGES- CHARGES ARE PER ORDER EXPEDITE CHARGES – APPLICABLE CHARGE WILL GENERATE FOR EACH TELEPHONE NUMBER AND/OR EACH CIRCUIT INSTALLED AS FOLLOWS:				

Page 116 / 2.1.11.2 – CALL SCREENING – VITA DOMRITORY VOICE CENTREX OPTIONAL FEATURES

Call Screening charge of .22 cents per month was removed with Modification 13 on the previous COVA Contract and should be zero rated.

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	VITA DOMRITORY VOICE CENTREX OPTIONAL FEATURES				
	Caller ID Dormitory Centrex	\$0.25	\$0.00	Per Line	2.1.11.2
	Call Screening	\$0.22 \$0.00	\$0.00	Per Line	2.1.11.2

Page 119 / 2.1.15.8 – CALL SCREENING – OTHER OPTIONAL CENTREX FEATURES AND SERVICES

Call Screening charge of .22 cents per month was removed with Modification 13 on the previous COVA Contract and should be zero rated.

<i>October 12, 2005</i>	<i>Call Screening</i>	<i>Monthly</i>	<i>One - Time</i>		<i>2.1.15.8</i>
		\$0.22 \$0.00	\$0.00	Per Line	

Page 117 / 2.1.3 – EXCHANGE ACCESS

Remove \$5.09 one time charge – typographical error on original VITA contract.

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	Exchange Access	\$5.09	\$5.09 \$0.00	Per Pipe	2.1.3

Page 118 / 2.1.14 – Conversions from Centrex to VITA Enhanced Centrex

Clarification: The \$15.80 per line conversion charge will only apply when the "class of service" is physically making a translations change (ex., POTS to Centrex) to convert to the VITA Centrex contract. Any other subsequent line change scenarios will generate the tariff "Line Change Charge" if applicable.

<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
<i>Verizon Virginia</i>	<i>Direct Service Plan</i>				
	Conversion from Centrex to VITA Enhanced Centrex – only applicable when class of service is physically changing (i.e., POTS to Centrex, etc) during a conversion to become a VITA-DSP. IMPORTANT: Customers that already have any type of Verizon Centrex service (Verizon tariff Centrex with SEATS included) - will not – incur the charge of \$15.80 to convert the existing lines to VITA Centrex.	\$0.00	\$15.80	Per Line	2.1.14

Detail the Installation and Wiring charges. Per the previous COVA contract, \$47.70 is a combination of a Labor Charge of \$43.80 and a RJ11C Station Jack @ \$3.90 = \$47.70. A RJ45S is \$6.70. Add detail of the RJ11C and RJ45S jack installation pricing.

<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	Installation & Wiring Charges				2.1.15.1 4
	<i>Rate-Wire Closet to Jack:</i>				
	New Wire	\$0.00	\$47.70	Per Line	
	Labor Charge	\$0.00	\$43.80	Per Line	
	RJ11C Station Jack	\$0.00	\$3.90	Per Line	
	RJ45S Station Jack	\$0.00	\$6.70	Per Line	

Page 31 / 2.1.15 OTHER OPTIONAL CENTREX FEATURES AND SERVICES – ZERO RATED PRODUCT CODES

List of zero rated product codes as detailed in the prior COVA contract Modification #12. Highlighted are the codes that reverted back to tariff rate on the VITA bill after the new VITA contract was implemented. All zero rated codes are coterminous with the original VITA contract effective 9/2/2004.

OLD USOC	NEW POE	DESCRIPTION	MONTHLY TARIFF CHARGE	NEW VITA MONTHLY CHARGE PER COVA MODIFICATION 12
A6Y	NA	Centrex Line Usage for Incoming Call Queuing, Intercommunication, Each	\$29.11	\$0.00
AC2	NA	Automatic Call Distribution - Auto Answer	\$45.98	\$0.00

OLD USOC	NEW POE	DESCRIPTION	MONTHLY TARIFF CHARGE	NEW VITA MONTHLY CHARGE PER COVA MODIFICATION 12
ASH	NA	Common Equipment, Per Access Code, Per ESS	\$373.92	\$0.00
ASJ	NA	Route Selection in Patterns - per Facility Connected in a Pattern or patterns	\$4.23	\$0.00
ASO	NA	Route Selection Patterns - By NPA and Central Office Codes, per Pattern	\$15.51	\$0.00
FRK++	NA	Facility Restriction Levels: Telephone Line, Incoming Tie Line or Two-Way Line Termination	\$0.20	\$0.00

OLD USOC	NEW POE	DESCRIPTION	MONTHLY TARIFF CHARGE	NEW VITA MONTHLY CHARGE PER COVA MODIFICATION 12
LDH	NA	Toll Restricted Line Service - Common Equipment per Group of Centrex Lines	NA	\$0.00
RXL	NA	Toll Restricted Line Service - Common Equipment per Centrex Line Arranged	NA	\$0.00
EAP	NA	Call Forwarding - Over Private Facilities - Common Equipment Per System & Per Line Equipped	NA	\$0.00
E6GNC	NA	Call Forwarding - Busy Line - Incoming Only	NA	\$0.00
E9GNC	NA	Call Forwarding - Don't Answer - Incoming Only	NA	\$0.00
SEA	NA	Call Screening	NA	\$0.00

Page 63 / 2.5.4.1 IntelliLinQ PRI Optional Features/Services – Feature Package I Components

OLD USOC	NEW POE	DESCRIPTION	MONTHLY TARIFF CHARGE	NEW VITA MONTHLY CHARGE
OFP1X	NA	IntelliLinQ PRI - Flat Rate Only - Feature Package I for Calling Line Identification and Call by Call Service Selection, per IntelliLinQ PRI Arrangement. Explanation - when both features are requested together on a PRI Flat rate pipe only, VITA charge is \$0. Code already exists and is zero rated for individual requests.	\$0.00	\$0.00

Page 42 / 2.1.15.13 – CENTREX IDENT-A-RING

Ident-A-Ring is restricted from all Verizon Centrex services per the Virginia tariff – remove from contract.

See - Distinctive Ring as an option – Page 33 / 2.1.10.24.

~~2.1.15.13 IDENT-A-RING CENTREX~~

~~This feature, formerly called Ident-A-Ring, provides the capability of having up to three (3) separate numbers, each with a distinctive ring, which identifies the number being called.~~

	<i>Ident-A-Ring</i>				2.1.15.13
		Tariff Pricing	Tariff Pricing	Per Line	

					2.1.15.13
	Reserved for Future Use				

Page 71 & 130 – 2.6.2.6 OPTIMAIL

Passcode Re-Set charge removed with previous COVA contract Modification 9 - \$10.00 charge removed and zero rated.

2.6.4.6 Service Charges for Re-establishing Password

If a subscriber forgets their passcode, the passcode must be reset. A service charge is applicable to reset the password. Once the password has been reset to the temporary number (7-digit mailbox number), the end customer will be required to choose a new passcode when they access their mailbox.

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>Additional Features:</i>				
	Reestablish Password	\$0.00	\$10.00 \$0.00	Per Password	2.6.4.6

VERIZON VIRGINIA INC.

BY: Eugene Scott

NAME: EUGENE SCOTT, JR

TITLE: AREA SALES MANAGER

DATE: 10-11-05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Mgr

DATE: 10/23/05

**MODIFICATION # 4
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION #4 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 #4 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:

1. The above-referenced parties mutually agree to modify Section 27 of the General Terms and Conditions section of the Agreement to read as follows:

ORDERING OFFICERS

VITA hereby appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein including those services identified in Attachment 2-3, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled “Modifications” of this Contract.

The Contractor is hereby notified that the Commonwealth will make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by VITA’s authorized representative, of any change in the identity of Ordering Officers.

Ordering Officers are Phillip B. Johnson, Linda Brown, and Margaret A. Moran.

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 VIRGINIA, INC.,

BY: Eugene Scott

NAME: Eugene Scott, Jr.

TITLE: Area Sales Manager

DATE: 10-12-05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 10/13/05

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

This MODIFICATION # 3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Verizon Virginia, Inc., hereinafter referred to as "Contractor", relating to Contract VA-040801-VERV, hereinafter referred to as the "Contract" or "Agreement". This Modification # 3 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

Both of the above-referenced parties agree to make an adjustment to the Centrex and ISDN line rates in the Verizon South, Inc. region by amending the rates in Attachment 4 (Pricing) to the Agreement to match the rates for Centrex and ISDN BRI in the Verizon Virginia region, as follows:

Rates and charges: Centrex rates for COVA:

Monthly Recurring: (MRC)

Analog Line with Feature package 1000	\$8.50/Line
Digital Centrex Line CSV/CSD	\$18.80/Line
NAR	\$5.09/Line

The rates shown above are valid for any existing COVA Centrex or ISDN line replacement at any existing COVA location. Rates are only valid if the customer uses Verizon for local service. COVA or local tariff rates apply for MRC's and NRC's for all features not included in the above rates.

Any new customer location must be evaluated by Customer Network Engineering to determine if sufficient facilities exist to provision the site.

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.

VERIZON VIRGINIA, INC.,

BY: Eugene Scott

NAME: EUGENE SCOTT, JR

TITLE: AREA SALES MANAGER

DATE: 9/7/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 9/7/05

**MODIFICATION # 2
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

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 Verizon Virginia, Inc., hereinafter referred to as "Contractor", relating to Contract VA-040801-VERV, hereinafter referred to as the "Contract" or "Agreement". This Modification # 2 is hereby incorporated into and made an integral part of the Agreement, as modified.

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

Both of the above-referenced parties agree to make an adjustment to Attachment 2 - Service Descriptions of the Agreement to add the ability to change the provisioning of Centrex lines by adding and / or changing line class codes. The pricing for this feature shall be determined on an individual case basis subject to service availability.

The serving wire center for all customer locations will have to be evaluated by Customer Network Engineering to determine if sufficient facilities exist to provision the service.

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.

VERIZON VIRGINIA, INC.,

BY: Eugene Scott

NAME: EUGENE SCOTT, JR

TITLE: AREA SALES MANAGER

DATE: 7-26-05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/27/05

**MODIFICATION # 1
TO
CONTRACT VA-040801-VERV
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.**

This MODIFICATION # 1 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 # 1 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, Contractor desires to expand such service offering, and

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

The below is an adjustment to paragraph 47 of the agreement between the Commonwealth of Virginia and Verizon Virginia Inc,
47. TERM AND ONE-TIME SERVICE CREDIT

(a) This Agreement shall take effect on the Effective Date and shall continue for a period of Seventy-one (71) months (initial Term). At the sole option of the Commonwealth, the Agreement may be extended for five (5) one-year periods. The Commonwealth may exercise this right by notifying the Contractor a minimum of thirty (30) days before the then current expiration date of this Agreement.

(b) In return for meeting the Minimum Annual Commitment referenced in Section 46 for the initial term of seventy-one (71) months, Verizon Virginia Inc. shall provide to the Commonwealth a one time service credit in the sum of \$530,640 of which \$429,030 was given to the Commonwealth in the first bill after the effective signature Date. The remainder of the one time service credit in a sum of \$101,610 will be given to the Commonwealth in the next available bill after the signature date of this modification. This sum shall be due and payable without regard to and in addition to any other monthly discounts or credits in the Agreement; provided, however, if the Commonwealth terminates this Agreement in whole or in part earlier than the full seventy-one months, then the Commonwealth shall repay Verizon Virginia Inc. a prorated amount of the \$530,640 based on the date of termination in relation to the 71 months (i.e. for each month remaining after the termination up to the 71st month, 1/71th of the \$530,640 is to be paid back). Such repayment will be made within 30 days of written demand by Contractor.

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 VIRGINIA INC.

COMMONWEALTH OF VIRGINIA

BY: Russell P. Kester

BY: Joe A. Parr

NAME: Russell P. Kester

NAME: Joe A. Parr

TITLE: Regional Sls. VP-South

TITLE: Tech Contracts Mgr

DATE: 5/27/05

DATE: 6/2/05

CONTRACT VA-040801-VERV

BETWEEN

THE COMMONWEALTH OF VIRGINIA

AND

VERIZON

TELECOMMUNICATIONS SERVICES AGREEMENT

VITA/Verizon
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**CONTRACT VA-040801-VERY
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON**

TELECOMMUNICATIONS SERVICES AGREEMENT

THIS TELECOMMUNICATIONS SERVICES AGREEMENT (“Agreement” or “Contract”) is made on the date of last signature below (“Effective Date”), by and between the Commonwealth of Virginia, Virginia Information Technologies Agency (the “Commonwealth” or “VITA” or “Customer”), with principal offices at 110 South 7th Street, Richmond, Virginia, 23219, and Verizon Virginia Inc. and Verizon Select Services Inc., (together hereinafter referred to as “Verizon” or “Contractor(s)”), with offices at 600 East Main Street, 6th Floor, Richmond, VA 23219.

In consideration of the following mutual promises and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, Verizon and the Commonwealth agree as follows:

1.a. Verizon Parties.

Verizon will provide, and the Commonwealth will acquire and pay for the Services (“Services”) listed in Section 2, below of this Agreement, and Attachments 2, 2-1 and 2-2 of this Agreement, pursuant to the terms and conditions set forth in this Agreement.

The specified Verizon entity shall provide its identified Services under this Agreement and shall only be liable for its identified Services.

1.b. Single Point of Contact.

Verizon Virginia Inc. shall serve as the Single Point of Contact (SPOC) between the Commonwealth and the Verizon entities performing hereunder for the following functions: ordering; implementation coordination; billing inquiry and claims; and trouble inquiry, resolution and reporting. With respect to VSSI services, such SPOC functions will be performed after execution of any VSSI statements of work.

2. List of Services

- 2.a. Local services. Verizon Virginia Inc. on behalf of itself and its subcontractor Verizon South Inc. will provide the services in Attachments 2, 2-1 and 2-2 shown as being provided by Verizon Virginia Inc. or its subcontractor (“Local Services”), where facilities are available, pursuant to the rates, terms, and conditions of this Agreement, as amended from time to time. Such services are available on an intraLATA, intrastate basis. Any tariffs pursuant to State Corporation Commission of Virginia (“SCC”), shall not apply to such services, except for certain services where the terms thereof have been

specifically incorporated by reference in this Agreement. Attachments 2, 2-1 and 2-2 further describe and set forth other terms, if any, for such Local Services, and Attachment 4 sets forth prices for such Local Services.

- 2.b. Voice Network Management services. Verizon Select Services Inc. will provide Customer Voice Network Management Services pursuant to the rates, terms and conditions of this Agreement, as amended from time to time. Attachment 2 further describes and set forth other terms, if any, for such Services.
- 2.c. Data CPE Managed Services. Verizon Select Services Inc. by its subcontractor Verizon Network Integration Corp., will provide data CPE managed services pursuant to the rates, terms, and conditions of this Agreement, as amended from time to time. Attachment 2 further describes and sets forth other terms, if any, for such Services.

3. Non-Exclusivity

This Contract does not prevent the Commonwealth of Virginia from acquiring service as permitted under the State Corporation Commission and Federal Communications Commission Tariffs or Regulations as they apply to the Commonwealth of Virginia or under separate agreement with other vendors, provided that in doing so the Commonwealth does not breach any of the terms and conditions of this Agreement.

4. General Terms and Conditions, Other Services

Attachment "1", General Terms and Conditions, will apply to all Services subject to this Agreement. Services other than those set forth in this Agreement may be added by written amendment. Any such amendment shall be signed by the parties before the amendment will be deemed effective in accordance with its terms.

5. Users

This Agreement may be used by state agencies, state institutions of higher education, localities and other Public Bodies as defined in the Code of Virginia § 2.2-4301, hereinafter referred to as the "Users" and the terms and conditions of this Agreement shall apply to such Users, except billing processes and other items which by their nature apply only to VITA.

6. Contract Documents.

This Agreement shall consist of these initial three pages, Attachment "1" (General Terms and Conditions), Attachments "2, 2-1, 2-2 and 2-3" Service Descriptions, any Statements Of Work or Modifications executed in accordance with this Agreement, Attachment "3" Business Office / Operations, and Attachment "4" Rates.

7. Entire Agreement.

This Agreement including Attachments 1, 2, 2-1, 2-2 and 2-3, any Statements of Work or Modifications executed in accordance with this Agreement, Attachment 3 and Attachment 4

VITA/VERIZON AGREEMENTS

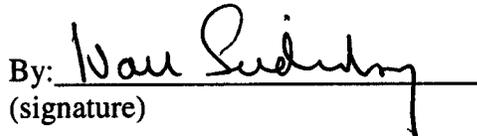
constitutes the entire agreement of the parties on the subject matters referenced herein, and, this Agreement supersedes all prior or contemporaneous agreements, representations or understandings of the parties on such subject matters.

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

COMMONWEALTH OF VIRGINIA

VERIZON VIRGINIA INC.

By: 
(signature)

By: 
(signature)

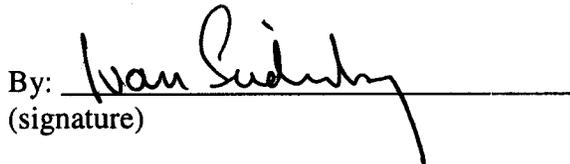
LEMUEL C. STEWART JR
(printed name)

Ivan Seidenberg
(printed name)

CIO
(title)
8-24-2004
(date)

CEO and President
(title)
9-2-2004
(date)

VERIZON SELECT SERVICES INC.

By: 
(signature)

Ivan Seidenberg
(printed name)

CEO and President
(title)

9-2-2004
(date)

GENERAL TERMS AND CONDITIONS - ATTACHMENT 1

1. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

2. APPLICABLE LAWS AND COURTS; TARIFFS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor and the Commonwealth shall comply with all applicable federal, state and local laws, rules and regulations. Verizon is providing Services to the Commonwealth pursuant to this Agreement and not, in whole or part, subject to any Commonwealth of Virginia tariff(s). The parties may, and in some case have, incorporated the terms of such Virginia Tariffs by reference only.

3. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act.

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there 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.
- 2) 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.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. DEBARMENT STATUS

Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Contractor further agrees to provide written notice to the Commonwealth of any debarment or suspension imposed on contractor by any other state or by the federal government at any time during the term of this contract or any renewal thereof.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that this Contract is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with this Contract, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

8. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations.

9. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

10. PAYMENT

- A. To Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Contract. All invoices shall show the state Contract number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) Unless otherwise agreed in this Contract, all goods or services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: for purposes of late payment charges the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the payment received for work performed by the subcontractor(s) under the Contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to

the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. For a transition period targeted for 180 days after the effective date of this Agreement, Verizon Virginia Inc.'s bills for services provided by its subcontractor Verizon South Inc. will be submitted by Verizon South Inc. and the Commonwealth will pay Verizon South Inc. directly.

11. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, which shall not be unreasonably withheld, and that any purported assignment or transfer without such consent shall be null and void, provided Contractor may assign or transfer its rights and obligations under this Agreement, upon written notice to the Commonwealth, to any affiliated Verizon entity that is wholly owned by the parent Verizon Communications Inc.

To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representative of both the Contractor and the assignee. This written notice shall be on the Virginia Information Technologies Agency's "Assignment Notice / Payment Instructions" form and shall provide all information requested on that form. Copies of the form may be obtained from the VITA Contracts Manager.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify the Contractor of any assignment notice it receives.

12. DEFAULT

- (a) The Contractor shall be deemed to have breached the Agreement and will be in default if the Contractor fails to deliver Services and perform in accordance with the terms and conditions of this Agreement. Such failure may include, but not be limited to:
 - (i). Failure to make any Service ready for acceptance testing by the specified delivery or installation date;
 - (ii). Repeated failure to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; or
 - (iii). Failure to comply with any material term of this Agreement.

Upon Contractor's default, the Commonwealth will issue a written notice of noncompliance and request to cure requiring the Contractor to provide a written response within 10 days (or such greater period as is acceptable to the Commonwealth) identifying a cure for the noncompliance. If the Contractor fails to respond or to identify a reasonable cure for the breach, the Commonwealth

may transmit a Termination Notice to the Contractor by certified mail, return receipt requested, a minimum of ten (10) calendar days prior to the termination effective date.

Upon termination of the Services, the Commonwealth may hold the Contractor responsible for the costs of direct damages, including reprocurement damages and also including purchase of substitute Services ("cost of cover"), in accordance with Section 12 (b) below. These remedies shall be in addition to any other remedies which the Commonwealth may have. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

(b) Damages for cost of Cover.

- (i) After the default and cure procedures in Section 12(a) above are utilized, the Commonwealth may cover by making in good faith and without unreasonable delay any reasonable purchase of Services in substitution of those contracted for with the Contractor.
- (ii) The Commonwealth may recover from Contractor as damages the difference between the actual cover purchase price for the Services under default and the Agreement purchase price for the Services, subject to the standard of reasonable purchase and subject to the Limitation of Liability provisions of Section 25 of this Attachment 1.

13. INSURANCE

The Contractor certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured on a Certificate of Insurance when requiring a Contractor to obtain Commercial General Liability coverage. The Commonwealth will be provided a copy of such Certificate of Insurance.
- d. Automobile Liability - \$500,000 - Combined single limit.

14. DRUG-FREE WORKPLACE

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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

15. NON-APPROPRIATION

All funds for payment of materials or Services ordered under this Contract are subject to legislative appropriation and must be legally available for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth may terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Contractor shall be made whole for all goods delivered and all services provided up to the date Contractor receives notice of non-appropriations. If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Agreement with respect to Services dependent on such Federal funds.

Any terminations under this Section 15 will be subject to the provisions of Section 35, Termination, of this Attachment 1.

16. CONTRACTUAL RECORDS

The Contractor shall make all relevant Contractual books, records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of four years after creation of the book, record or document. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications and invoices between the parties to this Agreement. All audits shall be during normal business hours, at sites agreed upon by the parties and upon appointment.

17. PATENT/COPYRIGHT PROTECTION

Contractor will defend, indemnify and hold harmless Commonwealth against any claim, suit, action or proceeding ("Claim") alleging that Services and/or equipment supplied to Commonwealth infringe a valid U.S. patent or copyright, except as provided below, and Contractor agrees to pay all reasonable litigation and settlement costs and attorney's fees incurred by Commonwealth in connection with any such Claim. If principles of government or public law are involved in any such Claim, the Commonwealth may, at its option and expense, participate in the defense of the Claim, but Contractor shall in all cases have sole control over defense and settlement of the claim. If the use of any equipment or Service sold to Commonwealth is enjoined or subject to a Claim as described above, Contractor may, at its option and expense, procure for Commonwealth the right to use the equipment or relevant component or Service, replace the equipment or relevant component or Service with an equivalent, non-infringing equipment or relevant component or Service, or modify the equipment or relevant component or Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Contractor will remove the infringing equipment or

terminate the infringing Service and refund the purchase price for the equipment less depreciation for such use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years. Contractor shall have no obligation for any costs, fees or expenses incurred by Commonwealth without Contractor's prior written consent, with respect to any Claim arising out of "music on hold" or similar service, or for any indirect, special, consequential or incidental damages arising out of any Claim. This indemnity shall not apply to any Claim, or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Commonwealth; (ii) use or operation of the Service or equipment in combination with equipment or services provided by Commonwealth/User or its other contractors; (iii) any addition to or modification of the equipment or Service by Commonwealth or its other contractors; (iv) use of other than the current unaltered release of any software used in the equipment or Service; or (v) any equipment, system, product or service of Commonwealth which otherwise infringed the U.S. patent or copyright asserted against Commonwealth prior to the supply of the equipment or Service to Commonwealth by Contractor under the Agreement. The foregoing states the entire obligation of Contractor to Commonwealth, and is the Commonwealth's sole and exclusive remedy, with respect to any Claim of infringement of any intellectual property right of any kind, and Contractor disclaims all other warranties and obligations with respect to any such Claims.

18. MODIFICATIONS

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR

Verizon Authorized Representative
Verizon

600 East Main Street
Richmond, VA 23219

COMMONWEALTH OF VIRGINIA

VITA Authorized Representative
VA Information Technologies Agency

Richmond Plaza Bldg
110 South 7th Street
Richmond, VA 23219

19. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must also be given to such agency within 60 days of the occurrence or beginning of the work upon which the claim is based as required by such Code of Virginia. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA's Director of Supply Charge Management shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

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

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, VITA's Authorized Representative, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "2" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

20. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the Contractor will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

21. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>ADDRESS AND</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
<u>PHONE NUMBER</u>				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

22. UNIVERSAL SERVICE FUND

The Contractor shall make available to all requesting Universal Service Fund ("USF") participants, who are otherwise eligible Users hereunder, the Services set forth in Attachment 2. All requests for

Services by such USF participants shall be made directly to the Contractor. The Contractor agrees to provide the Services directly to the USF participant, and to bill each USF participant directly.

The Contractor, and VITA on behalf of such USF participants, agree to comply with all federal laws, rules and regulations applicable to each respectively when processing transactions under this Agreement for USF funding.

23. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms, or other materials specifically developed under the Contract and delivered to the Commonwealth during the term of this Contract. Additionally, the Commonwealth will be entitled to use, free from any additional financial restrictions, all goods or Services associated with the Contractor's deliverables under this Contract.

24. ADVERTISING/PUBLICITY

The Parties to this Agreement shall issue no public announcements, press releases, promotional materials or other forms of advertising concerning this Agreement without the prior written consent of the other party. In addition, neither party shall use the Logo or trademarks of the other without prior written consent of the other party.

25. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's cumulative liability relating to this contract for direct damages of the Commonwealth during each one year period shall not exceed the sum of two times the total amount paid to the Contractor under this Agreement or the predecessor agreement during the prior year. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from personal injury, personal property damage or death.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, OR LOST PROFITS (ACTUAL OR ANTICIPATED), EVEN IF THE DAMAGED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26. RISK OF LOSS OR DAMAGE

The Commonwealth shall be responsible for damage or loss of equipment placed on the Commonwealth's premises for Services under this Agreement to the extent such loss or damage is caused by negligence of the Commonwealth. In such event, the Commonwealth shall reimburse Contractor for the reduction in the fair market value of the equipment or the cost of repair, whichever is less.

27. ORDERING OFFICERS

VITA hereby appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to

this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled "Modifications" of this Contract.

The Contractor is hereby notified that the Commonwealth will make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by VITA's authorized representative, of any change in the identity of Ordering Officers.

Ordering Officers are Phillip B. Johnson, Donald E. Spangler, and Margaret A. Moran.

28. TELECOMMUNICATIONS SERVICES ORDER (TSO)

Section 28 shall apply to new service orders and not to services that are in service on the Effective Date.

VITA and VITA identified DSPs (Direct Service Providers authorized by VITA) retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of same within 24 hours and process the TSO and return a confirmation of the Service Order no later than 72 hours prior to the requested due date identifying the following information in the time frames specified herein or any other criteria negotiated and mutually agreed to:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

29. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure Services provided conform with the Service Descriptions in Attachment 2. Services shall at minimum comply with all applicable standards of installation and performance established by the Virginia State Corporation Commission and the Federal Communications Commission.

30. INSTALLATION OF SERVICE RESPONSIBILITY

Except for specific limitations expressly stated in this Agreement, the Contractor shall be responsible for completing all services and providing all components, terminals, wiring, labeling and all other items necessary for installation and commencement of each ordered Service, including, without limitation, installation of any necessary access, switching / routing, or transport facilities, etc. in the

Contractor's network that are required for the Service to operate in accordance with the specifications contained herein.

31. INSTALLATION DATES

- a. The Contractor shall deliver/install the requested Services ready for use, by the installation date (day, month, year) agreed upon by the parties.
- b. Any amendment by the Commonwealth to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The Commonwealth may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.
- c. If the Services are not delivered/installed within the time specified in the TSO, the Commonwealth reserves the right to cancel the TSO without further obligation.

32. STANDARD OF PERFORMANCE AND MAINTENANCE

The Services provided by the Contractor hereunder shall provide features, functionality, and performance at Users locations that are comparable or superior to the features, functionality, and performance of any equivalent service provided by Verizon to business customers or as specifically contained herein. Where applicable Verizon shall respond to maintenance requests in the manner specified in Attachment 3, or at a minimum in the manner required and within the times set forth within the applicable Verizon General Tariff for comparable services offered to its commercial customers.

33. REMEDIES FOR SUBSTANDARD PERFORMANCE LEVELS

In addition to any other remedies provided by law and or this Contract, the Contractor agrees to provide the Commonwealth with the credits for substandard performance, interruption of service or other outages which may occur during the term of this Agreement as set forth in this Agreement in Attachment 3. The Contractor agrees that the Commonwealth may deduct such credits from Contractor's monthly invoice(s) submitted to the Commonwealth, if the Contractor has not implemented the credit within the time agreed on with the Commonwealth.

34. ACCEPTANCE AND PAYMENT

Payment for Services under this Agreement shall be made pursuant to the Section entitled "PAYMENT" herein, and the Prompt Payment section of the Code of Virginia, and at the timely conclusion of VITA's completion of all validation tests to accept the billing and invoice information. VITA shall notify the Contractor in writing only when the billing and or invoice information submitted by the Contractor is rejected; the reasons therefore shall be listed by VITA.

ALL INVOICES SUBMITTED FOR PAYMENT SHALL BE SUBMITTED IN CHRONOLOGICAL ORDER BY THE CONTRACTOR. NO INVOICE SHALL BE ACCEPTED BY THE COMMONWEALTH THAT HAS BEEN SUBMITTED OUT OF CHRONOLOGICAL ORDER. IN ANY INSTANCE WHEREBY THE CONTRACTOR SUBMITS MULTIPLE INVOICES AT THE SAME TIME, THEN THE COMMONWEALTH SHALL HAVE THIRTY (30) DAYS TO VERIFY EACH INDIVIDUAL MONTHLY INVOICE.

VITA shall pay only against readable records that can be identified and validated on the tapes for billing back to the using agency at the facilities level. Bulk billing for facilities will only be permitted with the advance approval of the Controller, VITA. In circumstances when billing information is incomplete or missing, Contractor and VITA shall coordinate their efforts to identify the source of the problem, the proposed solution, and the expected time frame for the implementation of the solution. Notwithstanding the above requirements, Contractor agrees to maintain the master records from which magnetic tapes are generated for a period of no less than 90 days subsequent to the bill date. All services (recurring and non-recurring) delivered after the Effective Date must be billed within 120 days of delivery of service, and any bill submitted within this period is not subject to the "chronological order" provisions set forth above. VITA reserves the right to refuse payment of any invoice submitted for such services over 120 days old. By the end of the eighteenth month after the effective date of this Agreement, the 120 days referred to in the prior two sentences shall be reduced to 90 days.

35. TERMINATION

Notwithstanding any other provision of this Agreement to the contrary including, but not limited to provisions relating to disputes, this Agreement may be terminated by the Commonwealth, in whole or in part:

- a. When the Director of the Department of Planning and Budget (DPB) makes a written determination that funds are not appropriated or otherwise available to support continuation of the Agreement. A determination by the Director, DPB that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Termination to the extent required by such written determination shall be immediate.
- b. When the Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of creditors; or a receiver is appointed due to the Contractor's insolvency; or a court of competent jurisdiction finds that the Contractor is in violation of any law, ordinance, administrative rule, regulation, or order of any public authority having jurisdiction. This exercise of termination shall be without prejudice to any other right and cause of action the Commonwealth may have against the Contractor. Termination shall be immediate upon delivery of notice of termination.
- c. When the Commonwealth determines that such termination is in its best interest. This termination shall be effectuated by delivery of a termination notice to Contractor at least ninety (90) calendar days prior to the termination effective date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective
- d. For default under the provisions of Section 12 of this Attachment 1. In all such events of termination, the following provisions apply:

The Contractor shall continue contract performance to the extent not terminated under this provision.

The Contractor shall be paid for Services provided up to the date of termination on all terminated services.

In no case shall the Commonwealth or VITA be responsible for any termination, penalty, liquidated damages or other charges as a result of such termination; provided that, in any case of early termination under Sections 35. a., b., c., or d. above, the Commonwealth shall pay to Contractor: (1) any prorated amount due Contractor under the provisions of Section 47 (One-time service Credit) below; (2) an amount equal to the sum of the monthly 10% discounts received by the Commonwealth during the year of the termination up to the date of termination; (3) any termination or cancellation charge contained in any Statement of Work for the Voice or Data Managed Services described in Attachment 2; and (4) any termination or cancellation charges for services ordered with reference to the Virginia tariff; and (5) for new services installed after the Effective Date which are terminated within 12 months of installation, where installation and other cost of establishing service are recovered through the monthly recurring rates rather than non-recurring charges, a charge sufficient for Contractor to recover any un-amortized costs that have not been recovered through the recurring rates. The rights and remedies of the Commonwealth provided under this Section 35 of Attachment 1 are not exclusive and are in addition to any other rights and remedies provided under law, in equity or under this Agreement

36. INVOICE INFORMATION

Both the hard copy and electronic formats of the invoice information shall be rendered for each major category of Services covered by the invoice within thirty (30) calendar days from the end of the Contractor's billing cycle cut-off date. No invoice may include any costs other than those identified in this Agreement, or as ordered pursuant to an official TSO issued by the Commonwealth. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Individual TSO Number(s) for each item billed;
3. Charge for each Service, and;
4. Contractor's Federal Identification Number (FIN).

Payment for Services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

Except as set forth in Sections 22 and 28 of this Attachment 1, all invoices shall be sent to the following address:

Virginia Information Technologies Agency
Attn: Controller
110 South 7th Street, 3rd Floor
Richmond, VA 23219

For a transition period targeted for 180 days after the effective date of this Agreement, Verizon Virginia's bills for services provided by its subcontractor Verizon South Inc. will be submitted by Verizon South Inc. in paper form. The Commonwealth will pay Verizon South Inc. directly.

37. BILLING INFORMATION

Contractor shall accumulate billing information for each month for the following Services or as otherwise agreed to in writing:

- All message units (including extended area calling and FGA)
- Directory Assistance
- Long distance tolls including Credit Cards, DDD, and Operator Assisted Calls
- Other charges and credits
- Network usage data
- Customer service records
- Data Network Services

Contractor shall accumulate and provide "billing information" as delineated herein for the above identified information for all Services provided to the Commonwealth of Virginia under this Agreement.

Contractor shall provide to VITA monthly billing for Services in both hard copy and magnetic tape or other VITA approved electronic media formats in the time frames identified herein. The Commonwealth shall have 120 days after receipt of an invoice to identify billing errors for correction by the Contractor and the Commonwealth cannot thereafter bring a claim for billing errors on such invoice. Contractor and the Commonwealth shall then have 120 days to resolve in good faith all such identified billing errors. Any billing disputes remaining after such period must be resolved under the procedures of the Disputes section 19 of this Attachment 1. By the end of the eighteenth month after the Effective Date of this Agreement, the 120 days in the second and third sentences of this paragraph shall be reduced to 90 days in both sentences.

38. BILLING FORMATS

Billing formats utilized to transfer any billing and invoice information to VITA shall not be changed by the Contractor unless mutually agreed to 120 days in advance by VITA and Contractor or unless replaced with comparable billing formats.

39. GOVERNMENT ORGANIZATIONAL CHANGES

Upon written notification to the Contractor by VITA, or its successor, VITA's rights hereunder may be assigned or transferred to any other agency of the Commonwealth which is subject to the same regulatory status as VITA (i.e. exempt from tariff regulation) to which or into which the Virginia General Assembly may transfer, combine, or merge VITA or VITA's function. Any other purported assignment or transfer shall be void; provided that VITA may, upon written notice to Contractor, appoint an entity, public or private, to act as its agent for managing functions under this Agreement, including but not limited to ordering, receiving and reviewing billing, billing inquiry, and trouble inquiry. In such case where an agent is appointed, the Commonwealth will remain the Customer of Record.

40. CONTRACT OPTION TO INCREASE OR DECREASE SERVICES

VITA may, at any time increase or decrease the quantity of Services to be provided hereunder, with corresponding increase or decrease in the total monthly bill. The VITA Ordering Officer(s) identified in this Agreement may exercise this option from time to time and at any time during the term of this Agreement by executing and delivering written TSOs, subject to the constraints imposed in the paragraph entitled "Ordering Officers". Notwithstanding anything to the contrary in this Agreement, except with respect to the Commonwealth's total annual Minimum Volume Commitment in Section 46 of this Attachment 1 and except in cases of payments due Verizon under Section 35, Termination, of this Attachment 1, no charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any Service procured hereunder.

41. OPERATIONAL RESTRICTIONS

The Contractor warrants that, except as specifically agreed to in writing, all Services may be used at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance, and approved engineering changes).

42. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's affirmation and understanding that all Commonwealth information that is garnered while at the Commonwealth site is confidential due to security issues.

43. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including, but not limited to, acts of God, war, terrorist acts, fire, flood, severe weather, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes or strikes, unavailability of equipment or parts from vendors, cut cable, or changes requested by Commonwealth. The affected party shall provide prompt notice to the other party and shall be excused from such performance to the extent of such caused delays or failures; provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed. Commonwealth may, for the temporary period of the delay, contract, at its own expense and without recourse to Contractor, with a third party if it deems it necessary.

44. TECHNOLOGY IMPROVEMENTS

(a) It is the intent of the Commonwealth that this Agreement migrate with the technology as it evolves during the Contract Term. Upon both parties mutual agreement, new technologies and services may be

added to this Agreement during the Contract Term. Any mutual agreement shall be reduced to writing as delineated in the Modifications Clause, herein. In addition, additional Verizon Parties may be added to the Contract through the mutual execution of written Modification to this Contract. Any Modification hereunder will be subject to appropriate procurement review by VITA and must be in compliance with the Virginia Public Procurement Act.

(b) When commercially available, Verizon is willing to provide jurisdictionally intrastate and interstate Hosted IP Telephony Service ("IP Centrex") to the Commonwealth on a phased basis subject to the following conditions precedent: (1) the Commonwealth and Verizon execute a mutually acceptable agreement that modifies this Agreement and that sets forth prices, terms and conditions for the IP Centrex service; (2) Verizon makes all necessary filings with regulatory agencies and obtains all necessary regulatory approvals, including, without restriction, tariff and/or ICB and network disclosure filings and approvals; (3) satisfactory completion, in Verizon's reasonable judgment, of operational testing before IP Centrex service is provided; (4) all long distance calls originating or terminated using IP Centrex service are carried by the Commonwealth's long distance carrier and not Verizon; and (5) the service complies with applicable legal and regulatory requirements, in Verizon's reasonable judgment, before provision to the Commonwealth.

45. TYPE OF CONTRACT

The rates and charges for Telecommunications Services, and any related Services delivered in connection with this Agreement shall be provided on a firm fixed price basis over the term of this Contract. This is a requirements type Contract and the Commonwealth has offered no guarantees of the quantities of Services purchased hereunder except to the extent that the Commonwealth's Minimum Annual Revenue Commitment below in Section 46 must be kept by the Commonwealth.

46. MINIMUM ANNUAL COMMITMENT

The Commonwealth commits to a minimum of \$22.5 million per year in total billed revenue, exclusive of the 10% discount referenced herein and exclusive of taxes and surcharges ("Total Billed Revenue") from Verizon Virginia Inc. and its subcontractor (Verizon South Inc.) for Services under this Agreement ("Minimum Annual Commitment"). In exchange for this Minimum Annual Commitment, commencing on the Effective Date of this Agreement, the Commonwealth will receive on a monthly basis a discount of 10% of the Commonwealth's total expenditures (exclusive of taxes and surcharges) during the month for all Services (set forth in Attachment 2, 2-1 and 2-2) provided by Verizon Virginia Inc. and its subcontractor (Verizon South Inc.), except for services provided by tariff pricing. The VITA Analog Centrex credit referred to at the end of Attachment 4, which is applicable to each Verizon analog Centrex line ordered under this Contract, will also be paid to VITA in consideration for the Minimum Annual Commitment promise referred to in this Section. The Minimum Annual Commitment period shall be July 1st through June 30th of each year of the Agreement and shall continue throughout each extension period. For each such period that the Commonwealth does not subscribe to such \$22.5 million, the Commonwealth shall pay, upon receipt of a correct invoice, the difference between the Minimum Annual Commitment and the Commonwealth's actual expenditures for the year. Notwithstanding the foregoing, for the first year of this Agreement, the Minimum Annual Commitment shall be measured and any shortfall invoiced based on prorating the Minimum Annual Commitment of \$22.5 million over the number of months of expenditures after the date of mutual signature. The shortfall remedy referenced in this Section 46 shall be Contractor's sole remedy if the Minimum Annual Commitment is not met by the Commonwealth, and the 10% discount and the VITA

Analog Centrex credit referenced in this Section will continue to apply during the term of this Agreement.

47. TERM AND ONE-TIME SERVICE CREDIT

(a) This Agreement shall take effect on the Effective Date and shall continue for a period of Seventy-one (71) months (initial Term). At the sole option of the Commonwealth, the Agreement may be extended for five (5) one-year periods. The Commonwealth may exercise this right by notifying the Contractor a minimum of thirty (30) days before the then current expiration date of this Agreement.

(b) In return for meeting the Minimum Annual Commitment referenced in Section 46 for the initial term of seventy-one (71) months, Verizon Virginia Inc. shall provide to the Commonwealth a one time service credit in the sum of \$429,030 with the next available bill after the effective Date. This sum shall be due and payable without regard to and in addition to any other monthly discounts or credits in the Agreement; provided, however, if the Commonwealth terminates this Agreement in whole or in part earlier than the full seventy-one months, then the Commonwealth shall repay Verizon Virginia Inc. a prorated amount of the \$429,030 based on the date of termination in relation to the 71 months (i.e. for each month remaining after the termination up to the 71st month, 1/71th of the \$429,030 is to be paid back). Such repayment will be made within 30 days of written demand by Contractor.

48. SERVICES PHASE-OUT PERIOD

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis, for up to twenty-four (24) months, at prices to be determined by the Contractor but limited to no more than a 6% increase for labor/services and a negotiated price for equipment, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

49. MOST FAVORED AND PRICE PROTECTION

All of the prices, terms, warranties, and benefits granted by Verizon herein are equivalent to or better than the comparable terms being offered by Verizon to any present Virginia customer of similar size and otherwise similarly situated. If Verizon shall during the term of this Agreement, enter into arrangements with any other Virginia customer of similar size and otherwise similarly situated, for whom cost of providing the services is comparable and to whom Verizon is providing prices, terms, warranties, and benefits on more favorable terms, then this Agreement, at the Commonwealth's election, shall be amended to provide substantially the same to the Commonwealth of Virginia.

50. VITA APPROVAL AND CONTRACTING AUTHORITY

The Contractor recognizes that VITA, by statute, reviews and approves purchases of telecommunications services for agencies and institutions of the Commonwealth. The Contractor agrees that the Contractor will not provide such services to Authorized Users under the provisions of

this Agreement, unless VITA has given its advance, written approval of such procurement, either individually or by category of service or recipient. By law, any payment for materials or services ordered by public officials who lack actual authority to make such purchases may be recovered at any later date by the Commonwealth or by the affected Authorized User.

51. DISASTER RECOVERY SERVICE

Disaster recovery services are provided under this Agreement for one User, Virginia Commonwealth University, and are set forth in Attachment 2-1. Disaster recovery services may be made available to other Users upon mutual agreement between Verizon and VITA in a modification to this Agreement.

52. CONTENT DISCLAIMER

The Contractor exercises no control over and accepts no responsibility for the content of the information passing through the network or Service. The Contractor specifically denies any responsibility for the accuracy or quality of information obtained through the network or Service. Use of any information obtained via the network or Service is at the Commonwealth's own risk.

53. NOTICES

All Notices issued under this Agreement shall be in writing and be sent certified mail, receipt requested, to the individuals identified in the Modifications section of these terms and conditions. In addition, copies of Notices may be sent via e-mail or hand delivered, however originals shall still be certified mailed as above.

54. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration.

55. HAZARDOUS SUBSTANCES

If during its performance Contractor employees or agents encounter any asbestos or hazardous substance as defined by any applicable state, federal or local hazardous waste or environmental law or regulation, Customer agrees to take all necessary steps, at its own expense, to remove or contain or to cause others such as landlords to remove or contain, the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Contractor may suspend performance at the subject site or sites until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Contractor to terminate performance at the subject site or sites and Customer shall pay Contractor any expenses incurred through such termination (including expenses of removing equipment or disconnecting service or equipment).

56. INDEMNIFICATION- PERSONAL INJURIES AND PROPERTY

Contractor (the “indemnitor”) shall defend, indemnify, and hold harmless the Commonwealth (the “indemnitee”), against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement

The indemnification obligations set forth in this Section are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee’s full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee which includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor) without indemnitee’s prior written approval.

57. COMMONWEALTH PROVIDED FACILITIES OR EQUIPMENT

Commonwealth shall ensure that the facilities or equipment provided by or on behalf of Commonwealth are properly interconnected with the Services and equipment provided by Contractor. Contractor shall not be liable for any damages or losses caused by the failure of equipment or facilities provided by the Commonwealth or a third party and if such facilities cause damage to Contractor, its customers, and/or its providers. Commonwealth shall be liable for such damages.

ATTACHMENT 2 – SERVICE DESCRIPTIONS

2.1 CENTREX / CORE VOICE (for Verizon Virginia Inc. territory)

2.1.1 BASIC VOICE CENTREX

Basic Voice Centrex service and Enhanced Voice Centrex Service are merged into a single, consolidating analog Centrex service known as VITA Enhanced Analog Voice Centrex Services.

2.1.2 RESERVED FOR FUTURE USE

2.1.3 CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT)

A VITA Centrex SEAT provides one communication path between the Centrex intercommunication line in a Centrex System and the Local Exchange Network.

All Centrex services purchased through VITA, whether the lines are newly installed or are converted from an existing Verizon Centrex Service, will use SEATS. (Current VITA Centrex service excluding dormitory Centrex, is priced based on a 13:1 trunking ratio. Dormitory Centrex is priced based on a 26:1 trunking ratio). These SEAT charges are in addition to the intercom portion of the line rate and will be billed as an "exchange access" charge on each voice Centrex line or ISDN Centrex BRI pipe.

Verizon agrees to provide virtual non-blocking, flat-rated Centrex systems with exchange access. Exchange access is billed per voice Centrex line or per ISDN Centrex pipe. VITA will pay for exchange access on a per line or per ISDN pipe basis, in addition to the Enhanced Centrex or Dormitory line rate.

2.1.4 EAC

Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area. When ordered, EAC will be provided pursuant to the Service Description, rates, and conditions set forth in the S.C.C.-Va.-No.202A tariff.

2.1.5 COMMUNITY CHOICE

Community Choice PlanSM Service provides for calling on a per minute, timed message unit or flat rate basis to specified exchanges and zones located outside of a customer's local service area.

2.1.6 EXTENDED LOCAL SERVICE

Extended Local Service (ELS) applicable on tariff services eliminates toll charges between certain specific exchanges and calls are rated as local usage. It is a two-way point to-point service that widens the customer's local calling area. The ELS charge for Centrex service is included in the line rate. The regulations for ELS are contained in the S.C.C.-Va.-No.202 tariff.

2.1.7 911 AND E911 CALLING

Centrex Service enables the Commonwealth and Users to dial 9-1-1 from a station with access to the local exchange network, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 9-1-1 calls are routed for response.

911 Calling Service is subject to all applicable statutes, tariffs, and regulations and rules, including those limiting the Contractor's liability to Commonwealth, Users or members of the public. Such limitations of liability are in addition to the limit of liability set forth in Section 25 of Attachment 1 of this Agreement.

2.1.8 ESTABLISHMENT OF NEW CENTREXES

Verizon has agreed to provide Centrex service to VITA end customers where there is a minimum of two (2) Centrex lines, which are served by a compatible central office (co) and where adequate facilities are available for the provisioning of the service.

2.1.9 VITA ENHANCED VOICE CENTREX DESCRIPTION

VITA Enhanced Voice Centrex is a central office service for customers who are served by a compatible Central Office (CO) where adequate facilities are available. It consists of CO-based control and switching equipment that, when used in conjunction with customer provided stations, offers access to the exchange network and intercommunication among stations. VITA Enhanced Voice Centrex is only offered as a complete service; the exchange access, intercommunication, and features, are not offered separately.

VITA Enhanced Voice Centrex features and intercommunication are bundled into a single Enhanced Centrex Service line charge, unless otherwise stated below.

2.1.10 VITA ENHANCED ANALOG VOICE CENTREX STANDARD FEATURES DESCRIPTION

Each Enhanced Analog Centrex Service Line rate includes the line, intercom and the following enhanced features:

2.1.10.1 Abbreviated Dialing

Abbreviated dialing permits a Centrex line to call another Centrex line other selected lines within the Centrex system by dialing a one- or two-digit code.

2.1.10.2 Add-on – Consultation Hold (Incoming Only)

A customer can hold any existing call with a flash, then make a call to any other line for private consultation. He may then return to his first call with another flash, which would then activate three-way Calling.

2.1.10.3 Authorization Codes

Authorization codes allow a station customer to enter an assigned code to change the restriction on the originating station to that with the assigned authorization codes. This avoids unauthorized use of facilities.

*Implementation of the Authorization Code feature at time of the line installation will be provided at no extra charge. Implementation of this feature after line installation will incur a one-time feature set up charge. Installation requested on the same service order of greater than 300 lines served from the same CO will pay a per line rate rather than the feature set-up charge.

2.1.10.4 Automatic Call Back

Allows a Centrex customer that attempts a call to a busy line within the Centrex to be automatically connected to that line once both lines are idle. An activation code must be assigned/used.

2.1.10.5 Call Forwarding (Incoming Only)

Allows a customer to manually manage the forwarding of incoming calls to either another number within the system or to a number outside the VITA Enhanced Voice Centrex system. Calls forwarded outside the VITA Enhanced Voice Centrex system are subject to local, regional toll or long distance charges to the forwarded number as applicable.

2.1.10.6 Call Forwarding Busy Line

Automatically routes incoming calls or both incoming and intra-Centrex calls to a designated answering point, inside or outside the system, when the called line is busy.

2.1.10.7 Call Forwarding – Busy Line (Incoming Only)

See above description

2.1.10.8 Call Forwarding – Don't Answer (All Calls)

Automatically routes incoming or both incoming and intra-Centrex calls to a designated answering point, inside or outside (1A, 5E, DMS100 only) the system, when the called line doesn't answer after a predesignated interval.

2.1.10.9 Call Forwarding – Don't Answer (Incoming Only)

See above description

2.1.10.10 Call Forwarding – Within Group Only

See above description

2.1.10.11 Call Origin Indication (Intercom Only)

2.1.10.12 Call Queuing

2.1.10.13 Call Transfer - Individual, Internal and Outside

Allows an established call to be transferred to any other line, either within or outside the VITA Enhanced Voice Centrex. Speed call, intercom codes, or direct dial numbers may do the transfer.

2.1.10.14 Call Waiting Tone

See Call Waiting description

2.1.10.15 Call Waiting Incoming Only

Enables an individual to receive an audible tone which indicates an incoming call is waiting from either inside or outside the Centrex system, if the called line is busy. This feature also includes Cancel Call Waiting which permits a Call Waiting customer to inhibit the call waiting operation for one call through the use of a cancel call waiting code.

2.1.10.16 Call Waiting/Originating

The ability for a calling line to send a tone to a called line, within the Centrex group, that is busy, to indicate their call is waiting. The called line can then hang up or activate Call Hold to receive the waiting call.

2.1.10.17 Cancel Call Waiting

See Call Waiting Incoming Only description

2.1.10.18 Circular Hunting

See Hunting description

2.1.10.19 Custom Access Treatment Code Restrictions

Codes used to create subgroups within a Centrex to provide restrictions and access functions. Each CAT defines which facilities and features a line may access. In the 5E, these are called DPATS (Dialing Plan Access Treatment).

2.1.10.20 Customer Changeable Speed Calling

Permits the customer to place frequently called numbers by dialing fewer digits than normally required.

2.1.10.21 Dial Call Waiting

2.1.10.22 Directed Call Pick-Up

Enables a customer to answer calls directed to any other line in the Centrex group, by dialing an access code and the station line number of the line to be answered. Should the call already be answered, the customer will automatically bridge (or barge) in on the call following a burst of tone.

2.1.10.23 Directed Call Pick-up Without Barge-In

A variant of Directed Call Pick-Up except the customer will not be bridged on the call if already answered but will get a busy instead.

2.1.10.24 Distinctive Ringing/Distinctive

Permits line customers to identify the origin of their incoming calls via different ringing patterns.

2.1.10.25 Fully Restricted (Originating and Terminating)

Allows intercommunicating calls (within the Centrex) only. Outside calls cannot be transferred to a Fully Restricted- Terminating line.

2.1.10.26 Group Number Plan

2.1.10.27 Hunting Features

VITA Enhanced Voice Centrex Hunting can be provided as:

- Series Completion
- Multiline Hunt (MLH/HML)
- Circular (Series or Multi-line)

Series and Multi-line hunting begins with a call to a lead number. If a busy is encountered, the call will complete to the next available line within the hunt group and stop with the last line/terminal of the group.

Circular hunting begins with any number in the hunt group that is directly dialed and continues through the group until the original dialed number is reached. If the number is busy or unanswered, the call is dropped.

2.1.10.28 Line Class Code Restrictions (LCC)

This code provides the ESS program with the necessary data to translate the service requirements of a station line. In addition to providing the appropriate billing information (flat, measured, etc.), the LCC indicates the way incoming (Terminating Major Class Code) and outgoing (Originating Major Class Codes) calls to a line are to be processed, i.e., restricted, unrestricted etc. Each station line has an Originating and Terminating Major Class Code.

2.1.10.29 Multiline Hunt Service

See Hunting Features for description

2.1.10.30 Presubscribed Interexchange Carrier (PIC and LPIC)

The Interexchange Carrier chosen by VITA for 1+ dial access on interLATA calls. All inter and intraLATA calls are automatically routed by Verizon to the PIC and LPIC of VITA's choice.

2.1.10.31 Three-Way Calling

Allows a line customer to established voice connection involving the customer and two other parties.

2.1.10.32 Toll Billing Exception (TBE A, B, C)

Toll Billing Exception, provided at no extra charge, is a service established at customer request or when recommended by Verizon to prevent misuse of billing option for most collect and/or third number calls.

- TBE A – Third Number and Collect Block
- TBE B – Third Number Only
- TBE C – Collect Only

Restrictions:

- Toll Billing is effective only in an area where specialized operator equipment is established that recognizes TBE Blocking. Calls from all areas cannot be blocked.
- Customer would be responsible for any collect calls which are accepted and billed.

2.1.10.33 700/900 Blocking

700/900 Call Blocking allows the prohibition of 700 and/or 900 calls from being made on a Centrex line. When a call is made on a blocked line, the call will be routed to an intercept announcement.

700/900 blocking will be included in the Centrex LCC code list Verizon will provide to VITA indicating common Centrex LCC codes available for use.

Unless otherwise stated (e.g. 2.1.10.3 Authorization Code), the above referenced features in this Section 2.1.10 are included as part of VITA's Enhanced Centrex Service at no additional charge over and above the Enhanced Centrex Service line charge, provided that there is a monthly exchange access charge per Enhanced Centrex Service line in addition to the Enhanced Centrex Service line charge.

2.1.11 DORMITORY VOICE CENTREX DESCRIPTION

Dormitory Voice Centrex is available for use in Commonwealth student dormitories wherever Enhanced Voice Centrex Service is available.

2.1.11.1 VITA DORMITORY VOICE CENTREX STANDARD FEATURES

- Authorization Code
- Intercom
- Touchtone
- Call Waiting
- Call Forwarding
- Line Restriction - At VITA request, Verizon shall restrict any particular line or lines, either to prevent origination of all DDD toll calls or to prevent origination of all toll calls other than credit card, third party billing, and collect toll calls.

In addition to the Centrex line rate, VITA will pay for Centrex network exchange access charge per line.

2.1.11.2 VITA DORMITORY VOICE CENTREX OPTIONAL FEATURES

Caller ID (Dormitory)

Centrex Caller-ID/Dormitory (number identification only) shall be available wherever analog VITA Dormitory Voice Centrex exists.

Call Screening (Dormitory)

Selective Class of Call Screening is a type of Long Distance Message Restriction. With this arrangement, Customer Dialed Long Distance Calls are routed to an Operator who allows completion of only certain prearranged types of calls, i.e.:

- Bill to Third Party
- Collect Call
- Credit Card

The Dormitory Voice Centrex Service includes all wiring to a single main point of presence (MPOP) in each dormitory building. Extension of lines to individual rooms is not covered by this contract but may be procured from Verizon on a case-by-case basis upon such terms as may be mutually agreeable and in accordance with the law.

2.1.12 DIGITAL VOICE CENTREX SERVICE

2.1.12.1 INTELLILINQ ISDN BRI

IntelliLinQ* Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) is a network architecture that supports a range of services (voice, data, video and packet switching) without the need for a separate access loop for each service. The ISDN access lines are multi-channel, digital pipes that can support different services on each channel. ISDN is an integrated digital pipeline that allows VITA to transport various communications services over a single two-wire loop using one interface device. The Basic Rate Interface (BRI) consists of two B channels and one D channel. Each B channel operates at 64 kbps and the D channel at 16 kbps. 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.

*IntelliLinQ is Verizon's branding name for ISDN service offerings.

2.1.12.1.1 Service Provisioning

IntelliLinQ Integrated Services Digital Network (ISDN) pipes can be provisioned in several different configurations as described in the table below:

APPLICATION	SERVICE TYPE	CIRCUIT CONFIGURATION	COMPONENTS
Packet Switched Data (PSD)	Point-to-Point	0B+D	- Pipe/Circuit - Centrex Line/Intercom -Logical Terminal- Packet Switched Data -D Channel Signaling
Circuit Switched Voice (CSV)	Point-to-Point /Single Access	1B+D	-Pipe/Featured Voice -Centrex Line/Intercom -Logical Terminal - CSV -D Channel Signaling
Circuit Switched Data (CSD) / Circuit Switched Voice + Data (CSV+D)	Multi-Point/ Multi Access/ Multi SPID	2B+D	-Pipe/Circuit -Centrex Line/Intercom -Two (2) Stations -Logical Terminal- CSV& Data/CSV ONLY/ CSD ONLY
Circuit Switched Data (CSD)	Point-to-Point/ Multi Access/ Single SPID	2B+D	-Pipe/Circuit -Centrex Line/Intercom -One (1) Station -Logical Terminal- CSD ONLY

2.1.12.2 INTELLILINQ ISDN BRI STANDARD FEATURES

The IntelliLinQ ISDN BRI Line Service includes the following features:

- All of the features included in the Enhanced Voice Centrex Service (no separate charge for these features when ordered as a part of the IntelliLinQ ISDN BRI Service).
- An arrangement of 64 Kbps Circuit Switch Voice service on one B channel and Packet Switched Data on either of the other B channel; Or the Packet Switched Data with D channel Signaling on the D Channel, simultaneously.
- One Digit Intercom Dialing
- Two Digit Intercom Dialing
- Intercom Alerting
- Call Bridging
- Delayed and Abbreviated Ringing

- Feature Function Buttons:
 - Automatic Callback on Busy
 - Call Forwarding Variable
 - Call Pickup
 - Conference Calling
 - Drop
 - Hold
 - Transfer
 - Speed Calling

- Multiple Call Appearances of a Directory Number
- Display for Ringing Call Appearances Only
- Idle Call Appearance Preference
- Outgoing Called Line Identification for IntelliLinQ ISDN BRI Terminals
- Priority Calling (Incoming)
- Priority Calling (Originating)
- Packet Switched Data Throughput rate is limited to the number of IntelliLinQ ISDN BRI feature equipped lines by two. This packet throughput rate is the rate per second per Centrex switch for packet transfer within the switch.
- Shared Line Appearances (Analog or Digital) on the IntelliLinQ ISDN BRI set interface.

The IntelliLinQ ISDN BRI Line Service requires customer to provide digital Customer Premise Equipment (“CPE”) compatible with ISDN technology. Also, to use the IntelliLinQ ISDN BRI Line Service, the customer premises cable must be metallic; the customer’s NT1 devices cannot be more than 10,000 cable feet distant from the digital serving Central Office, ORM or Central Office Extension, whichever is closest.

The ISDN Anywhere Program will provide ISDN service to VITA customers who are served from a non-ISDN equipped Central Office. This service is provided from a Verizon designated office at no additional charge to the VITA customer. This applies to offices that are not capable of supporting ISDN.

This program is offered to VITA customers agreeing to:

- Implement ISDN service on Verizon’s National platform
- Accept a foreign exchange phone number
- Change to their local serving office after it becomes ISDN capable or start to pay mileage and channel terms where charges are applicable.

When a VITA customer's Local Serving Office is not ISDN capable, the VITA customer may be offered an alternate Host Central office that is ISDN capable.

If the VITA customer refuses the offered Host Central office with the normal serving NXX, and requests a different calling area, mileage and any other applicable charges apply from the Local Serving Office, not the Host office.

2.1.12.3 INTELLILINQ ISDN BRI OPTIONAL FEATURES

At VITA request, one or more of the following features shall be added to any line or lines using the IntelliLinQ ISDN BRI Line Centrex Service: (see Attachment 4 for prices of these optional features)

2.1.12.3.1 Attendant Console Service

Verizon will provide Attendant Console Service as an enhancement to the ISDN BRI Centrex line service.

2.1.12.3.2 Centrex Line-Unrestricted Software Only Number

Secondary telephone number or Call Appearance on an ISDN terminal and shares the B channel of the primary number.

2.1.12.3.3 Conversion of Analog Centrex Line To ISDN BRI

All existing Verizon Analog Centrex lines that are converted to an ISDN BRI Centrex line, installation charges will apply.

2.1.12.3.4 ISDN BRI Flat Rate Data Usage

Virtual Office ISDN BRI (VOI) is an optional feature package that provides unlimited local circuit switch data optional calling plan for VITA Enhanced Analog Voice Centrex ISDN BRI customers. This optional service is offered as a supplement to Enhanced Centrex ISDN BRI service.

2.1.12.3.5 ISDN BRI Circuit Switched Data Usage

ISDN Circuit Switched Data Service (CSD) provides the ability to originate and receive circuit switched data calls over a 64 Kbps B-Channel.

Circuit Switch Data calls originating and terminating within a Centrex group incurs no data usage charges. All local CSD calls prefixed with an access code of "9" and terminating outside of the originating Centrex group will incur Centrex data usage charges.

2.1.12.3.6 Primary Directory Number of a Multipoint Arrangement/Station Charge

In a multi-point arrangement a second voice channel may be added to a Voice Centrex line equipped with the IntelliLinQ ISDN BRI Line Service when CPE is available to distribute the second B channel to a different station. This permits multiple ISDN BRI Centrex stations (Maximum of 8) on a single line. All stations on the Multipoint Centrex line will have access to the two (2) B Channels, however, only two stations can have B channel access simultaneously. The B channels can be used for either voice or data. Up to eight (8) station can have simultaneous access to the D channel however, the D channel throughput is limited by the 16 KBPS line rate.

2.1.13 RESERVED FOR FUTURE USE

2.1.14 DIRECT SERVICE PLAN

The Direct Service Plan (DSP) specified in the Agreement allows authorized customers to procure

Centrex services in a flexible and distributed fashion. As DSP participants, these authorized customers are responsible for the operational use of Centrex services, while (VITA) provides overall contract administration and strategic planning for Centrex Services. VITA is responsible for determining qualifications and granting Users access to the Centrex DSP. All new DSP requests for localities will be based upon the mutual approval of Verizon and VITA.

Installation charges will not apply to existing Verizon Centrex lines that are converted to a VITA Centrex line used by a DSP participant wherein the conversion requires only billing reconfiguration and does not require physical facility work; however, a billing conversion charge will apply for each line converted.

2.1.15 OTHER OPTIONAL CENTREX FEATURES AND SERVICES

2.1.15.1 AUTOMATIC CALL DISTRIBUTION (ACD) Lucent Technologies has discontinued the 5ESS Central Office based ACD, otherwise known as the Pinnacle system. 5ESS ACD is no longer an available option for new installations. Existing installations will be supported on a where facilities exist basis and only so long as adequate maintenance and parts can be reasonably obtained from Lucent.

Existing ACD Service will continue to be maintained in the Richmond LATA only, however, statewide service will be available and offered as a Managed Voice Service by VSSI as set forth below under 2.8 below.

Automatic Call Distribution (ACD) is an optional Centrex Feature that distributes incoming calls uniformly to answering agents. When an ACD group telephone number is dialed, the Central Office looks at all available agents and distributes the call to the agent whose position has been idle the longest. If all the agents are busy, the call is placed on hold, and then routed to the first available agent. Call distribution is managed by the applicable Central Office (CO) equipment.

Typically the agents are assigned to groups with a supervisor for each group. Supervisor equipment has the ability to monitor the agent positions.

Agents may also telecommute by way of remote terminals.

An integral part of the ACD system is the ability to interface with a Management Information System (MIS) that organizes raw call processing data into reports on:

- Number of incoming calls
- Calls answered
- Call delay
- Calls abandon
- Agent performance

- The MIS requires a Lucent Model 7516 Terminal furnished by the customer.

This service is available only at the Richmond Grace Street and Stuart Avenue Offices and only in conjunction with the IntelliLinQ ISDN BRI Line Service.

2.1.15.2 AUTOMATIC NUMBER IDENTIFICATION

For those trunks terminating at an Inter Exchange Carrier (IXC) Point of Presence and originating in a Centrex Switch, Per Switch and Per Trunk monthly charges will apply if Automatic Number Identification (ANI) is requested.

Upon VITA request, Verizon shall provide out pulsing of the telephone number of the originating station over VITA designated trunks.

2.1.15.3 AUTOMATIC ROUTE SELECTION (ARS)

This feature allows customers of unrestricted stations and tie lines to dial a pre-selected code and automatically route their call over the "LEAST COST" facility chosen by the customer. If the chosen facility is unavailable, the call will then automatically route to up to three additional facilities chosen by the customer. This arrangement is available for use with Foreign Exchange (FX), Wide Area Telecommunication Service (WATS), Tie Lines, and Other Common Carriers access lines which are compatible with ARS and the Exchange Network.

- A pattern is a group of different routes arranged to be automatically selected in sequence to complete calls. Patterns will, as specified by the subscriber, overflow to either the exchange network, a tone, an announcement, or the attendant.
- A Facilities Restriction Level (FRL) can be provided on each Centrex line and tie line to determine both the type of call and the type of facility to be permitted over a tie line to a distant switching location it is identified and carries the same restriction as those imposed at the originating point

Deluxe Only

- Expensive Route Warning Tone - Provides a warning tone to indicate the selection of an expensive route.
- Time of Day Routing - Allows for a cost-effective use of facilities by allowing or denying route choices based on the time of day.

2.1.15.4 CALLER ID – CENTREX

The Caller ID-Number Only feature enables a customer to identify the calling party's number before the call is answered. Two full rings at the telephone set are required to guarantee display of Calling Party Number data on most Customer Provided Equipment (CPE) at the customer's premises, although in some cases data will display after the first full ring.

Depending on the CPE unit, the following information may be transmitted:

- Area Code + 7 digit telephone number

- Date
- Time of call.

2.1.15.5 CALLER ID DELUXE-CENTREX

Caller ID Deluxe is an enhanced form of Call ID, designed for use with Caller ID and Call Waiting ID with Name.

2.1.15.6 CALLER ID – DORMITORY CENTREX

See Caller ID-Analog Centrex service description

2.1.15.7 CALL PARK

Allows a station to park a call against its own line number. The parked call can be retrieved from any station line in the Centrex group by dialing a feature code and the line number against which the call is parked.

2.1.15.8 CALL SCREENING-CENTREX

Selective Class of Call Screening is a type of Long Distance Message Restriction. With this arrangement, Customer Dialed Long Distance Calls are routed to an Operator who allows completion of only certain prearranged types of calls, i.e.:

- Bill to Third Party
- Collect Call
- Credit Card

Call screening capability shall be available on both enhanced and dorm voice Centrex lines.

2.1.15.9 CAMPUS STUDENT EMERGENCY HOTLINE

Enables agencies, institutions with campus-like environments, to install Enhanced Centrex which are intra-system calling only. These lines can be deployed at or around emergency call stations, elevators, dormitory lobbies, etc. These lines are pre-programmed to immediately dial a predetermined Centrex extension within an agency or institution's Centrex system. The automatically dialed calls are limited to intra-system extensions only and may not be forwarded over private or dedicated special access facilities without prior consent from Verizon. The cost of each Campus student Emergency Hot Line Centrex Service Line will not include exchange access. An installation charge will apply per line. This service is available only to agencies and institutions of VITA.

2.1.15.10 CENTREX CALL MANAGEMENT

Centrex Call Management (CCM) is a telephone usage management system designed to provide Centrex customers with the information necessary to monitor their telecommunications facilities, station usage, and costs. As with other message detail recording services, CCM will, with some specific limitations, provide the following detail on outgoing customer calls:

- Date of call
- Connect time of call
- Calling number

- Called number
- Call duration
- Type of facility

Because of its message collecting and processing method, CCM provides VITA with options not available on other message detail recording services. CCM allows customers to receive their call detail with rates:

- On a monthly basis
- On magnetic cartridge tape, or
- On CD-ROM (See View@once M&P)

The call detail records sent on magnetic tape (or CD-ROM, for View@once) are extracted from standard Verizon Automatic Message Accounting (AMA) records. When the records are sent to the customer they are in traditional Bellcore Exchange Message Record (EMR) format.

2.1.15.11 CONFERENCE ARRANGEMENT – 6 PORT

Allows station customers to establish up to 6 conference connections, including the originating line, by dialing the assigned access code. Six Port Conferencing is a shared facility within the switch. If the customer has multiple Conference Arrangements (CAs) or multiple customers in a central office have CAs, the CA facility(s) may not be available if simultaneous access is attempted. If this situation is encountered, the customer needs to establish the conference at a later time.

2.1.15.12 DIGITAL FACILITY TERMINATION

Digital Facility Terminations (DFT) - A DFT is a central office connection, which provides a T1 (1.544 Mbps) interface. The DFT is commonly utilized when a customer desires a T1 connection between Verizon Central Offices, a Central Office and a customer PBX, or a Central Office and an inter-exchange carrier (IXC).

2.1.15.13 IDENTIA-RING-CENTREX

This feature, formerly called Identia Ring, provides the capability of having up to three (3) separate numbers, each with a distinctive ring, which identifies the number being called

2.1.15.14 INSTALLATION & WIRING CHANGES-CENTREX SERVICE

Station Wiring From Telephone Closet To Station Jack

Contractor will provide on request, with the exception of Dormitory Service, the station wiring required for the extension of Centrex single line service.

New Station Wiring

New station wiring will be installed when there is inadequate or no existing wiring in place. New station wiring will consist of the following. A category 3, or if requested, category 5 cable will be run from the telephone closet termination blocks to the station jack location.

- All new station wiring will be labeled on both ends with the Centrex number.

- All new station wiring will be tested for continuity, if category 5 cable is installed it will be tested to category 5 standards.

Existing Station Wiring

Use of existing station wiring, wherever possible and feasible, will be used. To reuse the existing station wiring, it may be necessary to modify the termination on both the jack and the termination blocks.

- All existing station wiring will be labeled on both ends with the Centrex number.
- All existing station wiring will be tested for continuity.

Riser cables

Riser cables only apply to buildings with more than one telephone closet. The riser cables are used to connect the main telephone closet (the demarcation point for the building) to the floor serving telephone closet. If during the installation of a Centrex circuit there is not adequate riser cable installed, Verizon will work with VITA to determine what size riser cable should be installed to accommodate future growth.

Standard wiring is the only installation wiring required to provide dial tone to the on-premise RJ-11 jack for conversion of existing Centrex lines and installation of new lines. (Teflon wire excluded).

Maintenance of On-Premise Wiring

Upon request by VITA, on-premise cable and wire maintenance service will be provided on Centrex lines for which this service is ordered. This service will be provided subject to the following conditions:

- All lines within the individual ordering agency location must be covered.
- The rate per line will be subject to annual CPI adjustment.

2.1.15.15 INTRA-LATA WIDE CALLING

Intra-LATA Wide Calling is a service which allows toll traffic to originate in Verizon's (former Bell Atlantic) franchised area within a LATA and terminate anywhere within the same LATA (LATA-Wide Calling).

VITA will provide to Verizon a listing of originating phone numbers or Trunk IDs for customers of this Service.

2.1.15.16 LINES BEYOND SERVICE AREA

An Enhanced Centrex Line extending beyond the boundaries of the serving office's serving area shall incur a Verizon mileage charge for the portion that exceeds the service area, at the rates set forth in Verizon's applicable tariff.

2.1.15.17 MUSIC ON HOLD-CENTREX

Music On Hold service allows customers to optionally provide music, or any other type of customer specified audio output rather than silence, to calls on hold.

Music may be provided to parties placed on hold by the controlling party as a result of

the Three-Way Calling, Call Hold, Call Waiting, Call Pickup (using hard hold), ISDN Hold, Conference Calling (6 Port Conference), and Attendant Camp-On features. The controlling party may be an analog line, an analog attendant, an ISDN customer, or an ISDN attendant.

This feature may also be combined with the Uniform Call Distribution queuing feature to provide customers waiting in queue with music instead of a ringing tone.

To connect the CO Music on Hold interface equipment to the music (or recording source) on the customer's premise, a two-wire voice grade communications channel (without signaling) is required. This channel provides voice frequency transmission in the 300 to 3000 Hz range. Voice Grade channels may be either point-to-point, or multi-point.

2.1.15.18 RECORDED ANNOUNCEMENTS & INTERCEPTS-CENTREX

Verizon shall provide VITA with the standard recorded announcements, which Verizon makes available to the public for like services. There shall be no additional charge for this Service.

Verizon will provide specialized intercepts and announcements. A one-time setup fee will be charged for the serving Centrex Central Office, if such fee has not previously been assessed.

A set up fee will be charged for each line requiring the intercept and announcement.

2.1.15.19 RETURN CALL-CENTREX

This service allows the calling party to automatically return most recent incoming calls. If line is busy, 30 minute queuing process begins. This Service will be provided subject to the rates, Service Description, and conditions set forth in Verizon's applicable Tariffs.

2.1.15.20 STATION MESSAGE DETAIL RECORDING (SMDR)

An optional feature of VITA Enhanced Analog Voice Centrex service that provides a record of calls originating from VITA Enhanced Analog Voice Centrex station lines to locations outside of the same VITA Enhanced Analog Voice Centrex in "near" real time. Facility groups, such as, Tie Lines, Foreign Exchange, Customer Private Networks, etc., may also be designated as recording originating calls.

The SMDR record includes the following information:

- The VITA Enhanced Analog Voice Centrex Line number originating the call
- The VITA Enhanced Analog Voice Centrex Line number of incoming facility group which originated the call or originating station number
- The called telephone number
- The date, time, and duration of the call
- The facility type used for routing the call

Account codes or authorization codes, if ordered by the customer, can be included in the record.

Delivery of SMDR Call Records

SMDR records are provided to the customer via one of the following two methods:

Internet Access - The call records are sent to the customer via the Internet via File Transport Protocol (FTP) delivery. (Preferred method, most reliable, least cost, method of delivery.)

Two types of call data delivery exist: only one would apply to a given application

- Internet Delivery unencrypted
- Internet Delivery encrypted - private network
(The customer may have their own Virtual Private Network (VPN) Server or have Verizon provide them with software for their PC that will create a VPN Server.)

The customer has the option to determine the frequency of call detail delivery:

- Daily - once or multiple times
- Weekly - once at the same time or various days at multiple times

Dedicated Access - This option requires a dedicated voice grade line from the Central Office to the customer's location where the call records are transmitted to the customer according to a pre-determined schedule.

The Dedicated Access methodology has been grandfathered and no new installations are allowed. Existing Dedicated Access arrangements can be retained at existing locations.

SMDR Regulations

The following are SMDR regulations:

- SMDR is available only where facilities permit and from capable Central Office switches only.
- SMDR is not represented to be a provision of billing detail.
- Customer must designate all station lines in a customer group and/or facility groups on which SMDR is to be provided.

SMDR Optional Features:

Account Codes

- Account codes permit a line customer to dial a series of digits that appear in the SMDR record for that particular call. Data sending and transmitting equipment is required.
- Account codes are available with the initial installation at no additional charge.
- They are an optional feature; the customer uses a unique access code to enter an account code before making a call outside the VITA Enhanced Analog Voice Centrex system.

- There is a charge for changing the number of digits in the account code after installation.
- Number of digits may range from 2 to 15 digits. Must be uniform per customer and are usually 6 to 8 digits.
- Account codes are provided by NOTD/Software Provisioning; request on appropriate VITA Enhanced Analog Voice Centrex Request.

Authorization Codes

An optional VITA Enhanced Analog Voice Centrex feature that allows the customer to dial a code to override the Facility Restriction Level (FRL) assigned on an individual VITA Enhanced Analog Voice Centrex line. Used to identify callers on the SMDR record, assign a Network Class-of-Service (NCOS) and/or control exchange access. FRLs are only provided with ARS Deluxe Service.

Authorization codes must all contain the same number of digits and must not conflict with on-network code assignments.

Provision of Data Usage

Contractor will provide VITA with a combination of daily electronic SMDR data and monthly magnetic tape SMDR data.

- a. This Service will provide usage data from Centrex Switches on monthly tapes within seven (7) working days after the 28th day of the previous month. The electronic transfer of SMDR from Nodal Switches, selected offices equipped with the IntelliLinQ ISDN BRI features, and those switches providing Student Centrex Service will provide hourly/daily call collection.
- b. The cost for monthly magnetic tapes or records delivered in accordance with Section 4 are for those Central Offices not equipped for transfer of daily electronic SMDR data.
- c. The cost for monthly electronic transferred usage as requested from those central offices not equipped for transfer of daily electronic SMDR data will be in accordance with section 4 per requested SMDR record plus a monthly charge per Central Office. This transfer will be provided electronically from Contractor's Data Center to VITA's designated location, based on development of compatible interfacing.
- e. VITA will be responsible for transport of data between switching locations and the Call Collection Terminal at 110 South 7th Street, Richmond, VA.

VITA shall provide for all data transmission facilities and terminal equipment utilized in the provision of electronically transferred SMDR data.

2.1.15.21 ULTRA CALL FORWARD-CENTREX

Ultra Forward service combines Call Forwarding with remote access capability to activate, deactivate or change the forward-to number from any touch-tone or tone signaling capable telephone when away from a place of business.

2.1.15.22 UNIFORM CALL DISTRIBUTION (UCD)-CENTREX

Uniform Call Distribution (UCD) is an optional Enhanced Centrex feature, which permits an even distribution of incoming, switched network, and Intra-Centrex calls to a designated group of Centrex lines arranged for this service. When the lead UCD telephone number is dialed, the CO looks at the hunt group and selects the line that has been idle for the longest period of time.

2.1.15.23 VIRTUAL PRIVATE NETWORK SERVICE

Virtual Private Network Solutions (VPNS) is a service that allows businesses to receive customized treatment for their local and intraLATA toll usage. With this service, business customers are able to tie their locations together, pre-select call routing instructions and screen call patterns.

Calls can originate from telephone numbers included in a customer's:

- Private dialing plan database (on-net),
- Designated on-net locations (Centrex lines, PBX trunks, ISDN lines or POTS lines)

Customers must subscribe to either Location Code Dialing or Portable Extension Dialing as detailed in Section (1) "Private Dialing Plan".

All other VPNS features are optional services that may be selected by the customer. VPNS provides numerous features to businesses with employees who travel or work at home.

(1) Private Dialing Plan

(a) Location Code Dialing - Feature allows for extension numbers to indicate a specific location. The extension numbers are a combination of digit(s) or access code and digits corresponding to part or all of the customer's North American Numbering Plan telephone number. This dialing plan allows duplication of extension numbers among locations served by difference central offices.

(b) Portable Extension Dialing - Feature allows an extension number that is independent of the North American Numbering Plan. When a customer moves from one location to another, his/her public telephone number will change but their assigned extension number can stay the same. This allows any caller within the customer's network to reach the customer by dialing the same extension regardless of the customer's location.

(2) Off-net/On-net Calling

(a) On-net to On-net - Calls originating from and terminating to a telephone

number included in the private dialing plan database. The caller dials a pre-defined dialing plan number for the location to be reached.

(b) On-net to Off-net - Calls originating from a designated on-net location (telephone numbers included in customer's private dialing plan database) and terminating off-net (telephone numbers not included in customer's private dialing plan database). The caller dials a standard 10-digit NANP number in the same manner as placing a long-distance call.

(c) Off-net to On-net - Calls originating from a telephone number not in the customer's private dialing plan database but terminates to a telephone number included in the customer's private dialing plan database. The caller will be required to enter an authorization code in order to access the customer's VPNS remotely. Once the caller has been granted access to the VPNS, the private dialing plan can be used to complete the call.

(d) Off-net to Off-net - Calls originating and terminating in telephone numbers not included in the customer's private dialing plan database. This type of call applies to traveling employees who might be accessing the VPNS via a home office.

(e) Remote access mode - Once the caller has been granted access to the VPNS the call will be routed in the same manner as an On-net to Off-net call.

(3) Facility Hubbing

(a) Routing Pattern Control - enables the customer of record to pre-select the route (private facilities or public network) of outgoing, off-net calls based on the called party's telephone number, time-of-day, and/or day-of-week.

(b) Remote Access to Private Facilities - the capability for customers of record station lines (Centrex lines, PBX trunks, ISDN lines or POTS lines) to reach a remotely located private facility or group of facilities by dialing an access code.

(c) Facility Termination - the capability for private facilities terminated in a Central Office to be accessed by remote VPNS customers.

(4) Call Screening Controls (Screening patterns are limited to three (3) patterns per location.)

(a) Call Patterns Screening Controls - customer defined calling privileges which allow for screening by called telephone number or Numbering Plan Area (NPA).

(b) Time-of-day, day-of-week Screening - permits the customer to restrict calling privileges based on the time-of-day and/or day-of-week.

(5) Remote Access (Usage charges specified in (3) (b) above also apply.)

(a) Work-at-Home - the ability for Commonwealth employees to use their residential telephones to originate business calls by dialing a predefined access code.

(b) Access code before initiating the call and having the associated usage billed directly to their office telephone number.

(c) Business Travel - the ability for a Commonwealth employee to use an off-net telephone to originate business calls by dialing a pre-defined access code and identification code before initiating the call and having the associated usage billed directly to their office telephone number.

(6) Access Control - Security for access to specific facilities, to override station restrictions, or to access VPNS features, can be provided based on the calling number, an authorization code, a Personal Identification Number or a combination of the above.

(a) Authorization Codes - Codes from 2-15 digits in length that can be used to validate access and/or calling privileges.

(b) Personal Identification Number - Numbers that can vary in length from 4 to 8 digits that can be used to associate restricted services and privileges with employees and/or office telephone numbers.

(c) Interactive Account Codes - Codes used by customers of record to track network usage.

1. Non-validated Account Codes - These codes are not verified as legitimate codes belonging to the customer, i.e. any 1 - 8 digit code entered will be recorded.

2. Validated Account Codes - These codes are verified against legitimate codes as belonging to the customer.

3. Forced Account Codes - Enables a customer to require all originating calls to enter an account code prior to connecting the terminating end.

(7) Virtual Hot Line Service - Allows for a predefined automatic connection from an on-net telephone to another on-net telephone at a remote location. When the receiver of the Virtual Hot Line Station is lifted, the telephone number of a pre-determined on-net station will be connected.

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

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 EXCHANGE ACCESS REGISTERS (NARS)

With Flat Rated CentraNet service, Exchange access Registers (NARS) are required. These NARS are switch software that limit, choke, and block the outgoing/incoming calls to the network. In effect, the CentraNet service is offered like a PBX with two way trunks that control incoming/outgoing access beyond the system to the exchange network. Customer pays a CentraNet line monthly rate for every line plus a monthly rate for the number of NARS purchased. The NAR line count ratio will be determined by Verizon upon ordering the service, and is based upon the customers usage needs.

2.2.3 VITA ANALOG CENTRANET STANDARD FEATURES DESCRIPTION

Each Analog CentraNet Service Line rate includes the line, intercom, and the following features:

2.2.3.1 Automatic Identification of Outward Dial

Identifies all calls leaving the customer group by the station number from which calls are placed.

2.2.3.2 Common Recorded Announcement on Intercept

This feature provides a standard recording for intercept of calls to unassigned numbers.

2.2.3.3 Direct Inward Dialing

This feature allows incoming calls from the exchange network to reach a specific station without attendant assistance.

2.2.3.4 Direct Outward Dialing

This feature allows station customers to place external calls to the exchange network without attendant assistance. The standard dial access number to the exchange network is "9". The CentraNet line numbering plan may not begin with the same digit as the Exchange Access Code.

2.2.3.5 Distinctive Ringing

This feature permits a station customer to determine by the cadence of the ringing, whether a call is internal or external.

2.2.3.6 Station-to-Station Calling

This feature allows station customers to call each other using abbreviated dialing and is restricted to the serving wire center only for voice and circuit switched data calls.

2.2.3.7 Touch Call

This feature equips all stations for touch call (a.k.a. Touch-tone) dialing.

2.2.4 VITA OPTIONAL VOICE CENTRANET FEATURES:

2.2.4.1 CentraNet Feature Package 1000:

The following features are included in the CentraNet Feature Package 1000:

2.2.4.1.1 Automatic Identification of Outward Dial (AIOD)

Identifies all calls leaving the group by the number from which the call is placed.

2.2.4.1.2 Call Alternation

This feature allows a station customer to hold one call, make another call then talk alternately between the two parties.

2.2.4.1.3 Call Forwarding

This feature provides the option of fixed and/or variable forwarding of a station's incoming calls to a predetermined number. Includes all calls, only calls reaching a busy, or a no answer condition (Fixed Forwarding is established and changed by the Telephone Company, whereas variable forwarding is established and changed by the station customer.)

2.2.4.1.4 Call Hold

Allows a Main Station customer to place any call involving their main Station on hold by flashing and dialing a special code. The Main Station is then free to originate another call. The call is then retrieved by the hold code a second time or by hanging up the phone.

2.2.4.1.5 Call PickUp- Direct

This feature permits a station customer to pick up any ringing station in the business group by dialing the appropriate feature code plus the ringing station's intercom number. The ringing station is not required to be in the same pick up group.

2.2.4.1.6 Call Pick Up-Group

This feature permits a station customer to dial a code to answer a call that is ringing at another station within the call pick up group.

2.2.4.1.7 Call Pick Up-Extended

This feature permits a station customer to dial a code to answer a call that is ringing at another station within the call pick up group.

2.2.4.1.8 Call Transfer

Call Transfer provides for the transfer, by a CentraNet station, of calls within or outside the business group.

2.2.4.1.9 Call Waiting/Cancel

Call Waiting-Cancel allows the party making the call to activate Call Waiting on a busy line at completion of dialing on a per call basis.

2.2.4.1.10 Call Waiting Termination

Informs a busy Main Station, when the Main Station is so equipped, that an incoming call is waiting (burst of tone), and permits holding the connection while answering the new call and return to the original connection. This can be on all calls or inter-business group calls only.

2.2.4.1.11 Consultation Hold

This feature allows the initiator of a three-way call or transfer to speak privately with the third party before completing the connection.

2.2.4.1.12 Dial Call Waiting

Allows the station customer to send a Call Waiting tone when calling a busy station, even if the dialed station does not have the Call Waiting feature. Dial Call Waiting is restricted to calls both placed and received within the same central office.

2.2.4.1.13 Directory Number Hunting

This feature activates hunting when any of the directory numbers of the individual stations in the hunt group are called. If that station is busy, hunting will start with that station and continue to the end of the list.

2.2.4.1.14 Hunting (Pilot Number)

This feature provides for an incoming call to a fictitious pilot number to hunt through a rotary group of main stations to the end of that group. Also requires Pilot Number Hunt Group option.

2.2.4.1.15 Hunting (Secretarial)

This feature provides hunting within a department to hunt to the secretary list.

2.2.4.1.16 Last Number Redial

Allows a customer to redial the last number dialed by dialing a code instead of the entire number.

2.2.4.1.17 Speed Calling Short List (Individual)

Allows the Main Station customer to place calls to a list of frequently called telephone numbers by dialing fewer digits than the complete directory number.

2.2.4.1.18 Station Restriction

Semi-restricted: Permits the customer to have selected Main Stations restricted from receiving any calls from outside the business customer group or from making any calls outside the business customer group. Intercom calling and private facilities are accessible.

Fully restricted: Blocks calls to and from the attendant in addition to those (from/to) outside the customer business group.

2.2.4.1.19 Three Way Calling

This feature permits a station customer to place one party on hold, reach a third party, and bring all three parties together in a three-way connection.

2.2.4.1.20 Toll/Code Restriction

This feature prevents customer-designated stations from placing any chargeable toll calls. Arrangements to deny access to Directory Assistance and/or public Announcement Services are not assured. These features are intended to limit main station direct dialed outgoing calls, but such calls may, in certain circumstances, be completed and will be charged for as specified in other sections of the applicable tariff. Nonrecurring charges will be waived for customers subscribing to the 900/976 Toll Restriction Only Option (Series 1000).

2.2.4.2 CentraNet Optional - Feature Series 2000

(The features below are in addition to the CentraNet Series 1000 Package features)

2.2.4.2.1 Automatic Callback

Automatic Callback permits a Main Station customer who attempts an intercommunication call to a busy Main Station to be automatically connected to that station when both called and calling lines are subsequently idle.

2.2.4.2.2 Call Park-Multiple

This feature permits a station customer to place multiple calls on hold and later retrieve the held calls from his station or another station in the customer business group.

2.2.4.2.3 Circular Hunting

The system tests all line availability in the multi-line hunt group regardless of the point of entry.

2.2.4.2.4 Data Line Security

(Also referred to as Data Privacy or Data Line Protection) This feature prohibits interruption to a busy line by features such as call Waiting, Executive Busy Override, etc.

2.2.4.2.5 Multiple Classes of Service

This option gives each station a class of service that defines its calling privileges and any features restricted from its use.

2.2.4.2.6 Saved Number Redial

This feature permits a station customer to store a number in memory and then later redial the number using a code

2.2.4.2.7 Speed Call Long List (System)

This feature allows members of a customer business group to share a common speed call list of 30 members. One list is provided with Package 2000. Additional lists are available (see optional feature rates)

2.2.4.2.8 Uniform Call Distribution (UCD Hunting)

Uniform Call Distribution provides an even distribution of incoming network and intercom calls among the individual main Stations of a hunt group.

2.2.4.3 CentraNet Optional - Feature Series 3000

(The features below are in addition to the CentraNet Series 1000 and 2000 Package features)

2.2.4.3.1 Call Forwarding/Incoming

When activated by a Main Station customer, automatically routes incoming calls from outside the CentraNet System intended for his/her Main Station to any other Main Station selected within the same system or outside the CentraNet system. The Main Station selected may also be the attendant. The attendant may also activate a call forwarding for a Main Station.

2.2.4.3.2 Call Forwarding/Within Group

This feature restricts a station customer so that calls may only be forwarded to other stations in the business group.

2.2.4.3.3 Executive Busy Override

This feature allows a station customer to access a busy station after a break-in tone alerts the busy station.

2.2.4.3.4 Off Hook Queuing

When used with Automatic Route Selection (ARS), queuing is available on primary (first choice) routes in ARS patterns. The customer will provide the text and announcement for the queue. This requires a voice-grade channel between the central office and the customer-provided music source, and the optional Music-On-Hold feature.

2.2.4.3.5 Remote Access to Features

Allows a customer to access CentraNet features from a remote location through the use of an authorization code.

2.2.4.4 CentraNet - Optional CLASS Feature Package

The following features may be selected as a CLASS Feature Package.

2.2.4.4.1 Automatic Busy Redial

An arrangement that permits the customer to automatically have the last dialed number recalled. If the called line is found to be busy, a minute queuing process begins. The customer is then given an indication that the network will attempt to set up the called line until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found idle, the calling party is alerted with a distinctive ring signifying that the call can now be completed.

2.2.4.4.2 Automatic Call Return

Allows a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the feature, the number of the most recent party who called is announced. To return the call, the customer dials "1" and the number is dialed automatically. If the called line is found to be busy, a minute queuing process begins. The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the called party is alerted with a distinctive ring signifying that the call may now be completed.

2.2.4.4.3 Call Block

Allows a customer to block incoming calls from a maximum of 12 telephone numbers. The customer can also block incoming calls placed from the last calling number even if the number is unknown to the customer. Blocked calls are routed to a recorded announcement that specifies that the called party is not accepting calls.

2.2.4.4.4 Special Call Acceptance

Allows a customer to select up to 12 customer telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller the customer is not accepting calls. Calls from numbers outside the specified exchanges will ring normally.

2.2.4.4.5 Special Call Forwarding

Is an arrangement which permits a customer to pre-specify telephone numbers (maximum of 12) from which incoming calls are to be forwarded. During the period that Special Call Forwarding is activated, only calls from the pre-specified numbers will be forwarded.

2.2.4.4.6 Special Call Waiting

Allows a customer to choose up to 12 numbers that can activate call waiting. Incoming calls placed from numbers not selected by the customer receive busy signals when the customer's line is busy. Customers may not subscribe to Call Waiting and Special Call Waiting on the same line.

******Note: Anonymous Call Rejection Not Available to CentraNet customers.******

2.2.4.5 CentraNet - Optional Miscellaneous CLASS Features

The following miscellaneous CLASS features may be purchased individually. The Miscellaneous CLASS Features are:

2.2.4.5.1 Caller ID Number Only

Allows the customer to receive the number associated with the calling party. If the Caller ID - Number is not available a message will be received.

2.2.4.5.2 Caller ID (with Name and Number)

Allows the customer to receive the name and number associated with the calling party. If the Caller ID - Name and Number is not available a message will be received.

2.2.4.5.3 VIP Alert/Priority Call

Allows a customer to program up to twelve (12) numbers of selected callers enabling the station customer to distinguish certain incoming calls from all others by a distinctive ringing tone. If a customer also subscribes to call waiting, calls from the selected numbers will be distinguished by a special call waiting tone.

2.2.4.5.4 Call Trace

Call Trace allows the station customer to automatically trace threatening or harassing phone calls from within the defined calling area, any time, day or night. The record of the traced call will be stored at your local telephone office.

2.2.4.5.5 Selective Blocking (Cancel Caller ID per Call)

(A.k.a Per Call Blocking) Selective Blocking (Per Call) allows you to prevent your number from being displayed on Caller ID display devices, one call at a time. The activation code is usually *67. Activate the feature, place the call and the number will NOT be displayed, but for that call only.

2.2.4.5.6 Complete Blocking (Cancel Caller ID per Line)

(A.k.a. Line Blocking) - Please note, some states restrict this offering to calls made to Domestic Violence Centers and Law Enforcement Agencies. Reference tariff for state specific restrictions. Automatically prevents your number from being displayed on Caller ID devices on most calls made. The line customer can allow their number to be displayed when desired one call at a time. The station customer with Complete Blocking on the CentraNet line may allow their number to be displayed one call at a time by depressing *82. When the called party has activated Anonymous Call Block (ACB) and the CentraNet Line with Complete Blocking, the call will be refused. The CentraNet station must enter *82 in order to reach any customer who has activated ACB.

2.2.4.6 CentraNet - Optional Customer Group (System) Features

(The features below can be ordered individually at the rates and charges set forth in the applicable tariff.)

- 800 Service Access
- Additional Numbers
- Attendant Console Operational Measurement
- Attendant Data Link Console Interface
- Attendant Flexible Night Answer
- Attendant Identification Multiple Directory Numbers
- Attendant Mixed Night Answer
- Attendant Predetermined Night Answer
- Attendant Universal Night Answer
- Authorization Codes (Per Group of 10)
- Automatic Call Distribution (ACD)
- Automatic Line Automatic Route Selection

- Business Set Call Forward Universal on a per Key Basis
- Call Trace
- Caller ID
- Caller ID Number only
- Calling Name Display Name Display for MADN Secondary Numbers
- Code Call Access
- Complete Blocking
- Conference Calling (6-8 Port)
- Customer Moves and Changes (CMAC)
- Dictation Access and Control
- Direct Station Set/Busy Lamp Field
- Electronic Business Set (EBS) as Message Center
- Expensive Routing Tone
- Facilities Restrictions Level
- FX Access
- Group Intercom (GIC) All Calls
- Individual Page for GIC
- Instant Call Accounting (ICA)
- Limited Automatic Call Distribution
- MADN Cutoff Disconnect
- MADN Ring Forward
- Make Set Busy Except GIC
- Meet-Me Page
- Meridian Business Set (MBS) Auto Inspect Mode
- Message Service
- Music-on-Hold
- Music-on-Hold (EBS)
- Paging/Public Address Access
- Pilot Number of Hunt Groups
- Preferential Hunting
- Preset Conference
- Priority Queuing
- Recorded Announcement (Custom)
- Ring Again from Idle Business Set
- Secondary MADN Call Forward
- Selective Blocking
- Single-Line Queue for Mini-Console
- Speed Call 30
- Station Camp-On
- Stop Hunt
- T1 Access
- Terminal Make Busy
- Tie Facility Access
- Time of Day Routing
- VIP Alert

- WATS Access

2.2.5 DIGITAL VOICE CENTRANET SERVICE

Digital Voice CentraNet service is provided under terms, conditions and prices set forth in the VA tariff.

2.3 BASIC Public Switched Telephone Network (PSTN) FEATURES AND SERVICES

2.3.1 ANALOG TRUNKS

A path between two telephone switches that carries telephone calls with a transmission bandwidth limited to voice frequency (i.e., 3400 Hz).

2.3.2 ANALOG BUSINESS LINE (POTS)

A business class of service analog, voice-only telephone line. This line can be established as a message, measured, or flat rated service line. Message service is calculated by multiplying a constant factor by the number of "message units" a call accrues. Measured service is calculated by an incremental usage charge based on time of day, duration of a call and distance called. Flat rate service is not related to the amount of traffic carried, but provides unlimited outbound calls to a local calling area.

2.3.3 DID STATION NUMBER

The telephone number of a line between an individual extension and a PBX or key system. May also refer to an internal circuit that can be connected to a PBX switchboard.

2.3.4 DID TRUNKS

A feature of a trunk that allows incoming telephone calls through switching equipment to be placed directly to a station line without use of an operator.

2.3.5 DIGITAL HANDOFF LOCAL ACCESS SERVICE

High Capacity Digital Hand-Off Service is a high capacity digital channel that carries voice grade local exchange and Channel Service between the customer's serving central office and the customer's compatible premises equipment.

There are two types of service:

- **Multiplexed Hand-Off Facility**
The multiplexed Hand-Off facility is a digital wideband channel operating at a transmission speed of 1.544 Mbps. It is a simultaneous two-way transmission media using serial, bipolar, return-to-zero, isochronous, alternate mark inversion (AMI) format. It extends from the customer's high capacity interface to the serving central office where it is multiplexed for connection to a maximum of 24 combined voice grade or private line services (excluding DDS, Metallic, and Centrex digital facility trunks).
- **Dedicated Hand-Off Facility**

The dedicated Hand-Off facility is a digital wideband channel operating at a transmission speed of 1.544 Mbps. It is simultaneous two-way transmission media

using serial, bipolar, return-to-zero, isochronous, alternating mark inversion (AMI) format. It extends from a customer's high capacity interface to the serving central office where it is connected directly into the digital switch. A maximum of 24 local exchange Direct Inward Dialed (DID) PBX trunks can be provided by each Dedicated Hand-Off facility. In Virginia only, the tariff allows DID and DOD trunks to be supported by this service.

2.3.6 DIOD (2-WAY) TRUNKS

A feature of a trunk that allows transmit/receive, inbound and outbound calling between two telephone switches.

2.3.7 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI)

PS-ALI Services will be governed by the terms and conditions of Attachment 2-2 of this Agreement The pricing for this service is offered only on an ICB basis through the Verizon's Custom Billing process.

2.3.8 SINGLE LINE BUSINESS ISDN (POTS)

Single Line Business ISDN is an optional service enhancement for use with existing business lines. Dial access from the customer's premise is over the same two wire cable pair used to provide voice and data services.

2.3.9 CUSTOM REDIRECT

Custom Redirect Service (CRS) with DTMF update is a call management service that allows all incoming calls to a group of pre-selected directory numbers to be rerouted to another location and/or directory number of VITA's choice. This service was previously called Switched Redirect Service.

With this service, the VITA's can redirect voice calls to pre-selected numbers based on VITA's defined criterion, which may include:

- Call destination selection by time of day, day of week, or day of year
- By passing through an Auto Attendant
- Call destination may be split on a percentage basis between destination numbers
- The calling party's number may be reviewed for special redirection based on the LATA, NPA, NXX or the ten-digit telephone number of the caller

2.3.10. EXTENDED LOCAL SERVICE

Extended Local Service (ELS) eliminates toll charges between specific exchanges and calls are rated as local usage. It is a two-way point to-point service that widens the customer's local calling area. The rates and regulations for ELS are contained in the S.C.C.-Va.-No.202 tariff.

2.4 CENTREX NETWORK MANAGEMENT

2.4.1 CMAC

CMAC, Customer Moves and Changes, is a Centrex system enhancement. It offers customers control over routine moves, and changes to their Centrex service, right from their desktop.

Customers can activate, deactivate, and move Centrex lines, features, and options on designated station lines. Customers can program changes to take effect in real-time, overnight, or at future times.

The control that CMAC provides customers helps to make Centrex an even more flexible solution, customizable to customers' business needs. Customers' telecommunications systems can change as their business needs change, and with CMAC, customers don't have to wait for, or pay for, service orders.

Features:

Allow customers to control their Centrex system. Verizon has grouped these features into three categories: activation features, change features, and system management features.

Activate/Deactivate Features:

Permits activation/de-activation of any standard Centrex line feature. Centrex station lines can be completely activated or deactivated (i.e., suspended, though billing is not affected). For example, a network manager can arrange to activate new station lines on a certain date, so new employees can start work with fully functioning phones.

Change Features:

Change

Enables, disables, or changes the content of Centrex line and station feature options, such as Call Forwarding-Busy Don't Answer. This would allow a network manager to program individual employees' lines to route calls to another extension, or into voicemail, while the line is busy or unanswered.

Bulk change

Makes identical changes on multiple lines at the same time. For example, a network manager can submit a single change for all the phones in a department with Call Forwarding-Busy Don't Answer to forward calls to a new number when the attendant is on vacation. The manager could also submit a second bulk change when the attendant is scheduled to return.

Swaps

Lets customers swap or move telephone numbers to accommodate personnel moves. For example, if employees are going to switch cubicles or offices, the network manager can relocate their phone lines to the new locations.

System Management Features:

Add, Change or Delete Authorization Codes

Enables customers to provide and control calling privileges for individual end-customers and groups of end-customers. For example, employers can provide their employees with an authorization code to use before placing long-distance calls. If

employees abuse the privilege, their employer can control costs by changing the code and not providing it to employees.

Report Generation

Offers a number of pre-designed reports on customer's Centrex lines and stations.

Search/Query

Searches the database and identifies all lines and stations meeting the parameters of the search. For example, Search/Query can help a network manager determine who is in a Call Pickup Group, to ensure that all the members have the same features on their station lines.

Multiple Centrex Management Feature

For the metropolitan customers with more than one Centrex, or for the geographically dispersed customer - a single customer account is established.

The typical CMAC design is for one Centrex system. Customers can however, have multiple databases for one Centrex system. Each database will have different number ranges built in for customer access and control of those Centrex lines.

Tally

Counts the number of stations that have a particular feature. For example, a network manager can do a tally to identify how many stations have Call Forwarding to a line that is going to be disconnected. This way, the manager can reprogram the call forward feature for all the correct lines.

Service Order Charges shall not apply for rearrangements performed utilizing this service.

- a. The Verizon CMAC Administrator will correct any attempted rearrangements which have failed due to any of the following conditions:
 1. When a discrepancy exists between the CMAC Data Base and the Switch or the customer service record (CSR); or
 2. When a field has not been activated or initialized in the Data Base; or
 3. When there is a design or incompatibility issue between CMAC and the Centrex switch.
- b. Verizon will provide, as an identifier for digital lines, a "CP" in the type field of the Telephone Number Screen to distinguish between analog and digital lines. Verizon will build Voice/Data Service screens and provide VITA with Voice/Data Service screen usage training.
- c. Verizon will provide ongoing Centrex documentation to support the CMAC function. The documentation shall specify the design, configuration of classes of

service and capabilities for each Centrex having Commonwealth lines under this Contract.

Verizon will maintain Customer Service Records ("CSR") on Centrex lines reflecting all capabilities and designated remark lines until such time as Verizon develops and delivers to VITA a fully functional electronic interface between VITA, CMAC, the Centrex switch, and the operational support system.

2.5 INTELLILINQ - PRI

2.5.1 INTELLILINQ – PRI SERVICE DESCRIPTION

IntelliLinQ PRI is a local exchange access service that provides a direct digital connection via a 1.544 mbps facility between a VITA customer with ISDN-compatible CPE and the IntelliLinQ PRI equipped central office. IntelliLinQ PRI is available in Verizon central offices where PRI facilities exist. At VITA's request, Verizon will provide an updated list of IntelliLinQ PRI equipped central offices.

2.5.2 INTELLILINQ PRI FLAT RATE SERVICE:

The following are the components included in VITA's ISDN PRI Flat Rate Service:

a. Primary Rate Access Facility

A high capacity access path that offers a transmission speed of 1.544 Mbps for communication from a Central Office to the customer premises.

b. IntelliLinQ PRI Interface Arrangement

Based on the customer's equipment and business needs, this is an arrangement or configuration of the bandwidth provided on the Primary Rate Access Facility i.e. 23B + D, 23B+ Backup D, or 24B. The channels created as the arrangement can carry several different services, depending on the customer's needs and the capabilities of their equipment.

c. Flat rate trunk usage

Provides unlimited outbound local calling

d. Call all by Call Service:

This arrangement allows VITA to request the option to the dedicated B channel arrangement in which B channels can be configured to access multiple services (i.e. DID/DOD) on a per call basis through special Verizon translations in the PRI Central Office. These translations identify which type of service to access for each call and set the parameters for the call limits. The customer premise equipment signals the local central office as to what type of service to access for each call. When implementing this option, the "choke value" for Call-By-Call services must be determined. The "choke value" indicates maximum number of calls of a specific call type received at one time.

e. Calling Line Identification:

Provides the originating calling number to the customer's equipment

f. DID Trunk Termination Package:

This is a pricing package on DID trunks riding an ISDN-PRI. This pricing package is in lieu of the monthly DID trunk termination charges that are applicable on each of the DID trunks riding an ISDN-PRI pipe.

2.5.3 INTELLILINQ PRI MESSAGE/MEASURED RATED SERVICE

The following are the components included in VITA's ISDN PRI Message/Measured Service:

a. Primary Rate Access Facility

A high capacity access path that offers a transmission speed of 1.544 Mbps for communication from a Central Office to the customer premises.

b. IntelliLinQ PRI Interface Arrangement;

Based on the customer's equipment and business needs, this is an arrangement or configuration of the bandwidth provided on the Primary Rate Access Facility (i.e. 23B + D, 23B+ Backup D, or 24B). The channels created as the arrangement can carry several different services, depending on the customer's needs and the capabilities of their equipment.

A message rated PRI arrangement for local calling is calculated by multiplying a constant factor by the number of "message units" a call accrues. A measured rated PRI is calculated by an incremental usage charge that is based on time of day, duration of a call and distance called. {The regulations and rates for message/measured local usage is contained in the S.C.C.-Va.-No. 202, Section 1 tariff.

2.5.4 INTELLINQ PRI OPTIONAL FEATURE/SERVICES

2.5.4.1 Feature Package I Components

Calling Line Identification and Call By Call Service Selection, per IntelliLinQ PRI arrangement.

2.5.4.2 Feature Package II Components

Calling Line Identification with Name, Redirecting Number, Call-By-Call Service Selection, per IntelliLinQ PRI arrangement

2.5.4.3 Call By Call Service Selection

This arrangement allows VITA to request the option to the dedicated B channel arrangement in which B channels can be configured to access multiple services (i.e. DID/DOD) on a per call basis through special Verizon translations in the PRI Central Office. These translations identify which type of service to access for each call and set the parameters for the call limits. The customer premise equipment signals the local central office as to what type of service to access for

each call. When implementing this option, the “choke value” for Call-By-Call services must be determined. The “choke value” indicates maximum number of calls of a specific call type received at one time.

2.5.4.4 Calling Line Identification

Provides the originating calling number to the customer's equipment.

2.5.4.5 Calling Line Identification Deluxe

Provides the originating calling number and name to the customer's equipment.

2.5.4.6 DID Trunk Termination Package:

This is a pricing package on DID trunks riding an ISDN-PRI. This pricing package is in lieu of the monthly DID trunk termination charges that are applicable on each of the DID trunks riding an ISDN-PRI pipe.

2.5.4.7 Individual Additional Telephone Numbers:

Provides the ability to add individual telephone numbers without subscribing to DID service or ordering numbers in blocks of twenty.

2.5.4.8 IntelliLinQ PRI Reconfiguration Charges:

Non-recurring charges will apply to add or change an existing trunk group or when adding a new trunk group. Non-recurring charges will also apply to any changes made in the D channel configuration.

2.5.4.9 Modified Redirecting Number

The Modified Redirecting Number feature allows the number of the original called party number plus the last redirected calling party number to be passed to the end customer when a call is forwarded or redirected. The Calling Line ID, or Calling Line ID with Name will not show up as being transferred on the terminating CPE. The customer must have Calling Line ID or Calling Line ID with Name plus Redirecting Number to enable this feature.

2.5.4.10 Redirecting Number

Redirecting Number allows the original calling party number plus the last calling party number to be passed on to the end customer when a call is forwarded to a PRI. The PRI will deliver the calling party number and the redirecting number. The customer must have Calling Line ID or Calling Line ID with Name to enable this feature.

2.5.4.11 Two B Channel Transfer

The Two B Channel Transfer feature allows the CPE to accept a call from one customer and, after accepting the call, the customer can transfer the call to a customer outside the CPE. Then both the incoming and outgoing B Channels are released for another call.

2.5.4.12 IntelliLinQ Two-Way Centrex Intercom PRI

This arrangement allows a VITA agency Centrex to connect to a CPE, i.e., PBX at the agency location. This application will only work if the Centrex and the PBX are served from the same Central Office. If the CPE is a PBX then the tie lines must be accessed using a Centrex access code. If the CPE is videoconferencing then the Centrex dialing pattern can be used.

The Monthly Line Rate includes:

- ISDN Port only
- Calling Line ID (number only)
- Centrex Intercom PRI without network access

Non-recurring charges for PRI Lines, and Calling Line ID (number only) are waived.

Other Optional Services available with Two-way Centrex Intercom PRI service:

- Calling Line ID Deluxe (Name and Number)
- Two (2) B Channel Transfer (where available)

2.6 VOICEMAIL

2.6.1 ENHANCED CO-BASED VOICE MESSAGING SERVICE, ALSO CALLED THE COMVERSE PLATFORM SERVICE DESCRIPTION

Enhanced CO-based Voice Messaging Service (VMS) provides automated 24-hour answering service when combined with a call forwarding arrangement.

CO-based voice messaging services are provisioned on the Comverse voice messaging platform. Hubbed arrangements are used to serve customers with local telephone number access to each system.

Voice mail service is available with the following mailbox capabilities on an office-by-office basis. All VITA Enhanced Analog Voice Centrex lines and trunks, necessary for access to voice mail service will be available at rates specified in this Contract or in the applicable tariff.

a. Type I Voice Mailbox

Provides automated 24 hour telephone answering for one customer with a single mailbox with the following capabilities:

- 12 minutes of message storage
- 30 second greeting
- Subscriber changeable greeting
- Subscriber changeable name
- Subscriber changeable password
- Subscriber can:
 - listen to message
 - pause when listening to messages
 - replay messages

- skip messages
- rewind messages
- fast forward messages
- save messages
- erase messages
- obtain time and date of message
- redirect messages
- reply to messages
- append comments to recorded messages
- specify types of delivery (normal, urgent, confidential or return receipt requested)
- use of group lists (create, delete, edit)
- send same message to several mailboxes without creating a group list
- messages are played first in/first out (FIFO)

b. Type II Voice Mailbox

Provides the same features as a Type I voice mailbox except for the following:

- 15 minutes of message storage instead of 12 minutes.

c. Type III Voice Mailbox

Provides an "ANNOUNCEMENT ONLY" mailbox port with the following capabilities:

- Maximum of a 30 second announcement

d. Type IV Voice Mailbox

- Service no longer offered under VITA contract

e. Type V Voice Mailbox

- Provides a type I voicemail box with all related features and Operator Revert

f. Type VI Voice Mailbox

- Provide a Type II voice mail box with all related features and Operator Revert

2.6.2 ENHANCED CO-BASED VMS- OPTIONAL FEATURE SERVICES

2.6.2.1 Operator Revert

Operator Revert feature allows callers to press [0] to reach a live person before or after leaving a message in the mailbox

2.6.2.2 Pager Notification

Pager Notification allows VITA end customers to be notified via a pager when a new message has been deposited in their mailbox. Feature is available with Voice Mail (Type V & VI) using dedicated access and is in addition to the associate one-time and monthly voicemail charges.

2.6.3 OPTIMAIL PLATFORM (RICHMOND, NORFOLK, ROANOKE, AND WASHINGTON LATAs ONLY)

2.6.3.1 OptiMail Platform Voice Mail – Product Description

OptiMail is provided through a centrally located voice mail platform, which integrates with the state's Centrex service. Voice mail continues to be available on either analog or C-BRI Centrex lines from Central Offices equipped with special network (links to the central voice mail platform). The OptiMail is available only in the Richmond, Northern Virginia, Norfolk, and Roanoke service areas (LATAs) of former Bell Atlantic. Verizon Virginia Inc. will notify VITA by letter as it makes the OptiMail available in other areas of the state.

2.6.3.2 Enhanced Service & Product Descriptions

OptiMail is a central office-based, outsourced messaging service available to Centrex customers. It's easy for customers to obtain and manage, because there's nothing for them to buy or do. Customers do not need CPE to use the service, and they are not responsible for monitoring or maintaining it; Verizon takes care of it.

OptiMail is provided, as three different classes of voice mailboxes: Standard Voice Messaging, Premium Voice Messaging, and Messaging Only mailboxes. Each of these classes of mailbox is available with 15 or 30-minute message storage capacity with a price that reflects the difference in storage capacity.

With OptiMail, each subscriber gets a single line for voice and fax messaging. OptiMail gives subscribers the capability to store, forward, and automatically distribute those messages throughout a company. Subscribers can access their voice and fax messages from any touchtone phone. This means that even if a subscriber is out of the office on business travel but needs to check, store, forward, or distribute messages, location is no barrier. As long as the subscriber has access to a touchtone telephone, he or she can use the powerful OptiMail messaging system to conduct business.

OptiMail is delivered through existing phone lines and works with all touchtone and ISDN phones and fax machines. It is supported by the Verizon Centrex architecture and the Avaya, Inc. Octel - Sierra platform and operates on Sierra voice processing systems. These special-purpose computers connect to telephone systems/Centrex. The system works in conjunction with the capabilities of the telephone system/Centrex to provide call coverage and Enhanced Call Processing.

The Sierra provides a real-time operating system designed to provide a high level of response regardless of the amount of traffic it is handling. The Sierra digitizes human voice and stores it on high-capacity disk drives in the system. By listening to voice prompts and sending commands to the system, via a touch-tone telephone, internal and external customers can record, send, retrieve, and manipulate voice messages and information collection/dissemination.

Verizon has Sierra systems strategically located in central offices throughout the region.

2.6.3.3 OptiMail – Standard Voice Messaging Mailbox

This mailbox provides automated, 24 hour-a-day telephone answering when a subscriber's line is busy or not answered within a specified number of rings. Each voice messaging mailbox includes the following basic parameters and features:

- Personal Greeting
- Extended Absence Greeting
- Message Reply
- Group Distribution List
- Message Confirmation
- Password
- Message Forwarding
- Send Message and Delivery Options
- Message Review
- 30 Second Greeting
- New Message Notification (Message Light or Stutter Dial Tone)

2.6.3.4 Premium Voice Messaging Mailbox

Has the same features as Standard Voice Messaging Mailbox, but also includes Operator Revert, which allows caller to transfer from voice mail to a pre-designated telephone number by pressing "0".

2.6.3.5 Messaging Only Mailbox

Provides voice mail service for remote customers, such as off-campus students, or Commonwealth customers who do not have a permanent work location. The customer is not required to have a specific telephone line associated with this mailbox. Access to this mailbox will be allowed 24 hours a day via any touchtone telephone. This mailbox will provide all of the voice messaging features listed under the Standard Voice Messaging Mailbox with the exception of telephone answering and new message waiting indication. Operator revert is not available with this mailbox.

2.6.3.6 Enhanced Call Processing Application Mailboxes

Please Note: All Enhanced Call Processing Application Mailboxes in this section must be supported by Dedicated Access Facilities. A Dedicated Access Facility consists of a Centrex line and a port on the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for Centrex line(s) are the responsibility of VITA.

A. FaxAgent Mailbox

Integrates telephone answering and voice messaging capabilities with facsimile messaging. With the FaxAgent option, subscribers can receive, print, store and forward fax messages through a single mailbox. This option is in addition to the Standard or Premium Voice Messaging Mailbox.

B. VoiceForms Mailbox

Allows subscriber to collect information by recording caller's voice responses to prerecorded questions or prompts. This mailbox is equipped with 15 minutes of

storage. A minimum of one (1) VoiceForms Transcriber Mailbox is required for one or more VoiceForms Mailbox (es).

C. VoiceForms Transcriber Mailbox

Used to review, and transcribe callers' responses to questions recorded in a VoiceForms Mailbox (es). This mailbox is equipped with 30 minutes of storage. A minimum of one (1) Voice Forms Transcriber Mailbox is required for one or more Voice Forms Mailbox (es).

D. Information Center (Listen Only) Mailbox

Permits subscriber and assigned contributors to record informational announcements for review by callers. Callers follow voice prompts to obtain detailed, but repetitive information, concerning frequently requested products, services and general information. This mailbox provides listen only (no reply) capabilities and is equipped with storage for up to 15 minutes of announcements.

E. Information Center with Reply Mailboxes

Similar to Information Center Mailboxes except that callers are able to respond to any informational announcements. Callers' replies are forwarded to contributors' mailboxes as messages. This mailbox is equipped with storage for up to 15 minutes of announcements and 30 minutes of reply messages.

F. Automated Attendant

Voice messaging feature that prompts callers to enter the Centrex extension number or name of the person being called. Caller is transferred after entering the extension number or name.

G. Callers' Menu Mailbox

Provides routing of incoming calls to specific extensions, departments, or mailboxes via touchtone response of digits 1 through 9.

H. Callers' Menu + Extension Mailboxes

Allows callers the option of immediately dialing a second, extension after reaching a Mailbox dialing a backup person if the primary number is busy.

I. Callers' Menu + Mailbox Mailboxes

Allows callers the option of immediately dialing a second mailbox after reaching an initial mailbox.

J. Transfer Service Mailboxes

Routes call from an Information Center, Information Center with Reply, Automated Attendant or any of the Caller's Menu Mailboxes to a second similar mailbox or extension. A greeting informs the caller of the destination to which he or she is being routed.

K. Standalone FaxAgent Mailbox

Provides centralized collection point for all faxes for a shared office environment

sent to the voice processing system without a specific destination. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

L. FaxStation Mailbox

Stores fax messages when the subscriber's fax machine is busy, out of paper, or out of service. The FaxStation Mailbox then calls the subscriber's fax machine telephone number and attempts to deliver the faxes. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

2.6.4 Additional Features:

2.6.4.1. Outcalling Notification

Allows outcalling notification to a pre-designated telephone number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox.

2.6.4.2 Pager Notification

Allows outcalling notification to pre-designated pager number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing OPTIMAIL Mailbox. Please note: Due to the different kinds of paging equipment, not all paging providers can be used with this feature. Subscriber must first verify with Verizon Virginia Inc. to see if their paging service provider is supported by the Pager Notification feature.

2.6.4.3 Customer Premise Equipment (CPE) Initiated Networking Capability

Allows subscribers with mailboxes on a CPE Octel system or system that supports AMIS Networking (VMX, Rolm, Audex) to send messages with subscribers on a central office-based system.

Please note that the rates for CPE Initiated Networking Capability only include the charges associated with the OPTIMAIL central office platform. All exchange access facilities required to connect the CPE with the OPTIMAIL is the responsibility of VITA.

2.6.4.4 Dedicated Access

Allows access to Enhanced Call Processing Application Mailboxes over dedicated private facilities. Dedicated Access refers to a single port on the OPTIMAIL platform. A customer is provided exchange access to this port via a Dedicated Access Facility. A Dedicated Access Facility consists of a Centrex line connected from the customer's serving central office to the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required, the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for lines(s) are the responsibility of VITA.

2.6.4.5 Dedicated Storage

Allows a mailbox additional storage capability beyond preset parameters established, in

the mailbox. Additional storage is based on per hour increments.

2.6.4.6 Service Charges for Re-establishing Password

If a subscriber forgets their passcode, the passcode must be reset. A service charge is applicable to reset the password. Once the password has been reset to the temporary number (7-digit mailbox number), the end customer will be required to choose a new passcode when they access their mailbox.

2.6.4.7 Mailbox Change/Rearrangement

Charges apply for each change associated with mailbox management, such as changing a name on an extension or changing a pager service.

2.7 DATA NETWORK SERVICES

By ordering the data network services under this section, customer certifies that each applicable Service will carry ten percent (10%) or less Interstate traffic. Should it carry more than 10% Interstate traffic, the prices, terms, and conditions of the Contractor's applicable FCC tariffs, rather than the prices, terms and conditions of this Agreement shall apply.

2.7.1 DS-3 Service

2.7.1.1 Service Description

High Capacity Digital Service, DS-3 is furnished on either a two-point basis between customer premises, between another DS-3 type service provided in a Telephone Company Central Office and a customer premises, or between Central Offices for connection to other DS-3 type services. This service provides a full duplex, serial, bipolar, isochronous, digital transmission facility at a nominal 44.736 Megabit per Second (MBPS) rate.

In a point to point arrangement, two Channel Terminations and channel miles are applicable for the distance of service that is provided between two serving wire centers, or a serving wire center and a POP.

2.7.1.2 Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.2 DS-1 CHANNEL TERMINATION

2.7.2.1 Service Description

High Capacity Digital Service, DS-1 is furnished on either a two-point basis between customer premises, between another DS-1 type service provided in a Telephone Company Central Office and a customer premises, or between Central Offices for connection to other DS-1 type services. This service provides a full duplex, serial,

bipolar, isochronous, digital transmission facility at a nominal 1.544 Megabit per Second (MBPS) rate.

In a point to point arrangement, two Channel Terminations and channel miles are applicable for the distance of service that is provided between two serving wire center, or a serving wire center and a POP.

2.7.2.2 Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.3 DDS SERVICE

2.7.3.1 56K Service Description

A Digital Data channel is a channel for duplex four-wire transmission of synchronous serial data at a rate of 56 kbps. The channel provides a synchronous service with timing provided by the Telephone Company through the Telephone Company's facilities to the customer in the received bit stream. Digital Data channels are only available via Telephone Company designated hubs and are provided between customer-designated premises or between a customer-designated premises and a Telephone Company hub.

The customer must provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

2.7.3.2 56K Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.3.3 56K Type I Channel Termination Service Description

Digital Data Service is furnished for the simultaneous two-way transmission of digital signals at synchronous speed of 56 kilobits per second (Kbps). Service is provided to the customer for the transmission of communications to, or from any station via a digital access line.

The customer must provide the Channel Service Unit-type equipment, or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

Type I digital access lines are furnished to serve customer stations within the base-band transmission serving area of the principal Telephone Company Central Office.

2.7.3.4 56K Type I Channel Termination Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.3.5 56K Type II Channel Termination Service Description

Digital Data Service is furnished for the simultaneous two-way transmission of digital signals at synchronous speed of 56 kilobits per second (Kbps). Service is provided to the customer for the transmission of communications to, or from any station via a digital access line.

The customer must provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

Type II digital access lines are furnished to serve customer stations outside the base-band transmission serving area of the principal Telephone Company Central Office.

2.7.3.6 56K Type II Channel Termination Service Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.4 FRAME RELAY SERVICES

2.7.4.1 Service Description

Verizon's Frame Relay Service is a data communications service that provides for data connectivity between and within distributed locations. The Local Frame Relay Service is a connection oriented packet switched offering provisioned locally for the connection, interconnection of LAN, and other data communications services. The service is provisioned for intraLATA access, but may be inter-connected with an Interexchange Carrier (IXC) for interLATA services. This service provides connectivity through the network via Permanent Virtual Circuit ("PVC") connections implemented over private or shared digital access facilities. Customer shall pay for each additional PVC after the first PVC.

2.7.4.2 Requirements

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

2.7.5 ASYNCHRONOUS TRANSFER MODE (“ATM”)

2.7.5.1 Service Description

Contractor will provide network based ATM Cell Relay Services from its Central Offices. These Services will comply with recognized industry standards established by the ATM Forum Technical Committee (e.g. ATM Forum 3.0, 3.1, 4.0, etc.). Services will be capable of providing voice, data, and video connectivity at speeds of DS-1, DS-3, and OC-3c originating from central office-based ATM switch (es) at locations designated by the Contractor. These Services will be delivered via fiber or copper facilities and will be terminated at recognized demarcation points at locations specified by VITA. From that point of termination, the end-customer may extend Services and interface the Service into its own ATM equipment or Contractor-provided ATM equipment. Contractor will install and test the network connection as appropriate to ensure the facility is terminated correctly and that the network service portion is operating correctly. Should VITA request premise fiber extensions beyond the recognized demarcation point, Contractor can provide a non-binding written estimate of the total costs to complete the work required, reflecting the time and material costs to properly install the Service. Work shall commence only upon the execution of a written order from VITA authorizing Contractor to perform the work.

2.7.5.2 Definition of Terms:

- a. **Cell Delay Variation Tolerance (CDVT)** - Cell Delay Variation Tolerance is the amount of variation permitted for early arrival of clusters of cells at the source UNI. Cells exceeding the Tolerance will be declared non-conformant and will be discarded.
- b. **Constant Bit Rate (CBR)** - A Constant Bit Rate is a steady flow of customer information required to support applications where variable delays in transmission would negatively impact the information content. Examples of applications requiring CBR are voice, and some types of video.
- c. **Direct Fiber** - Direct Fiber is one type of OC3c ATM UNI that is provisioned using an optical fiber interface with no alternate route.
- d. **Maximum Burst Size (MBS)** - Maximum Burst Size is the maximum number of cells that can be passed to the service provider’s network in a single burst at a rate that exceeds the Sustained Cell Rate (SCR), but does not exceed the PCR assigned to the VBR connection. Cells exceeding the MBS will be declared as non-conformant and will be discarded.
- e. **Peak Cell Rate (PCR)** - Peak Cell Rate is the highest available rate of information transfer on a Variable Bit Rate connection, and the continuous cell rate allowed for Constant Bit Rate. Cells exceeding the sustained cell rate and below the peak cell rate will be limited to a maximum burst size.

- f. Permanent Virtual Connection (PVC) - The PVC is a Cell Relay Service element used to provide a virtual connection between two End-customer locations. The PVC defines a path across the UNI between End-customer premises and Verizon's ATM switch. Each UNI requires the mapping of at least one PVC. In order to complete a connection from one end-customer premises to another, two UNIs and at least two PVCs are required. The path is set up by the Company based on information contained on a service order rather than by dial-up signaling.
- g. Synchronous Optical Network (SONET) - The Synchronous Optical Network is a standards-based fiber optic communication network, which transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. DS3, OC3c and other interfaces, both electrical and optical, are supported and defined in American National Standard, ANSI T1.105-1991 and Bellcore Documents TR-NWT-000253 and TA-NWT-001374. As defined in this service, ATM SONET UNI connections are provisioned as a survivable service with an alternate, not diverse route. This Service is only available on an individual case basis through Verizon's Custom Broadband Services as set forth below under 2.8.
- h. Sustained Cell Rate - Sustained Cell Rate (SCR) is the maximum rate at which VBR cells may be constantly transmitted with a high assurance that no cells will be lost. Cells transmitted within the SCR have the highest priority of the VBR traffic, and will not be tagged as eligible for discard.
- i. Switched Virtual Circuit (SVC) - Switched Virtual Circuits are similar in structure to PVCs, but SVCs are provisioned on demand by end-customer premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the quality of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC ICD (International Code Designator) prefix which will uniquely identify the UNI. The end-customer must use this Telephone Company assigned prefix when requesting SVC virtual connections across the Telephone Company Cell Relay Network. Constant Bit Rate and Variable Bit Rate SVCs will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.
- j. User Network Interface (UNI) - User Network Interface (UNI) is a dedicated digital line that provides a connection from the end-customer's premises to the Company hub or serving wire center. The effective maximum data rate for these digital lines is either DS-1 (1.5 Megabits per second) DS-3 (45 Megabits per second) or OC3c (155 Megabits per second). Each UNI requires at least one Permanent Virtual Circuit (PVC) in order for traffic to traverse the network if SVCs are not in use. The End-customer may elect to subscribe to multiple PVCs. This feature is established over the UNI via address mapping which enables the end-customer to have virtual connections to various locations.

- k. Variable Bit Rate (VBR) - A Variable Bit Rate is a flow of information in "bursts", and does not flow at a constant rate. An example of an application using VBR is Local Area Network (LAN) traffic.
- l. Virtual Channel Connection (VCC) - A Virtual Channel Connection is a type of PVC with independent identity and defined Service parameters that is provisioned via Service Order, and cannot be altered by the end-customer without additional Service Order activity.
- m. Virtual Path Connection (VPC) - A Virtual Path Connection is a type of PVC with defined Service parameters that is provisioned via a Service Order. The end-customer may provision their own virtual connections within the VPC provided that the sum of the Service parameters of all of the virtual channels does not exceed the aggregate Service parameters of VPC.

2.7.5.3 Provision of Service:

ATM Cell Relay Service will consist of:

One UNI from Customer's premises to the central office-based cell relay switch with maximum capacity for DS1 (1.5Mbps), DS3 (45 Mbps), or OC3c (155 Mbps). The OC3c (155 Mbps) UNI is available provisioned over SONET facilities, which provides a survivable service that automatically switches to an alternate (not diverse) path in the event of a failure on the primary path, or provisioned over a direct fiber with no alternative route. At least one PVC is required to be provisioned per UNI in order for traffic to traverse the network unless SVCs are employed. The PVC can be either a VCC or a VPC.

Permanent Virtual Connections (one or more of any of the following):

- Constant Bit Rate Virtual Channel Connection
- Variable Bit Rate Virtual Channel Connection
- Constant Bit Rate Virtual Path Connection
- Variable Bit Rate Virtual Path Connection

2.7.5.4 Service Functionality:

The basic service functionality consists of transporting, within a LATA, ATM Cells of information from one UNI to any other UNI. Each Cell Relay Cell is delivered unchanged from the source to the destination(s).

2.7.5.5 Service Parameters:

Class A – CBR

Peak/Sustained Cell Rate Customer selects in increments of 64 Kbps up to the maximum speed of the UNI Non-Conforming Cells Discarded Cell Delay Variation DS3 = 600 microseconds. Tolerance (CDVT) OC3c = 600 microseconds.

Class C – VBR

Sustained Cell Rate (SCR) Customer specified in increments of 64 Kbps up to the maximum available capacity of the UNI Peak Cell Rate (PCR) 200% of SCR up to the maximum capacity of the line Cell Delay Variation DS3 = 600 microseconds Tolerance (CDVT) OC3c = 600 microseconds. Maximum Burst Size (MBS) 100 Cells. Nonconforming Cells Discarded Exceeding Peak Rate Exceeding Sustained Cell Tagged and or Discarded Rate plus MBS.

2.7.6 FRAME RELAY TO ATM SERVICE INTERWORKING (“FRASI”)

2.7.6.1 Service Description

Contractor will provide Frame Relay to ATM Service Interworking (FRASI) Services, in compliance with recognized industry standards, including Frame Relay Forum Standards (e.g. FRF.5, Frame Relay/ATM PVC Network Interworking Implementation Agreement; FRF.6, Frame Relay Service Customer Network Management Implementation Agreement; FRF.8, Frame Relay/ATM PVC Service Interworking Implementation Agreement) to VITA if it should wish to interwork the Contractor’s Frame Relay Services with Contractor’s ATM services. This service enables Frame Relay end-customers to connect, send, and receive information transparently.

Aggregated Frame Relay Committed Information Rates (CIR) for individual and combined FRASI circuits will not exceed 50% of the subscribed line speed. For example, if VITA orders DS-1 (1.544 Mbps) FRASI service, the total, aggregate CIR for all PVC’s associated with that circuit may not exceed 768 Kbps.

No PVC supporting FRASI service will interconnect any given pair of intra-LATA or inter-LATA ATM switches unless there is a requested, existing, or other serving arrangement mutually agreed upon by VITA and Contractor between those intra-LATA or inter-LATA switches. The FRASI PVC’s interconnecting any pair of ATM switches or LATA’s will be created or reconfigured as necessary according to a mutually agreed upon schedule to meet VITA’s requests for new or reconfigured service.

2.7.6.2 Rates and Charges

FRASI PVCs are used to connect a Frame Relay Service UNI to an ATM UNI. End-customer shall pay for each additional PVC after the initial PVC. Subject to technical constraints, the Contractor may limit the number of additional PVCs that may be assigned. There will be an administrative charge per written and authorized TSO for reconfigurations per UNI in order to administer Virtual Channel mapping. VITA will not pay for any Services that have not been identified on a TSO and confirmed with Contractor.

2.7.6.3 Requirements:

Terminal equipment provided by end-customer must meet the following interface requirements:

- End-customer shall provide compatible equipment (e.g., Routers, Data Service Units/Channel Service Units, etc.) in accordance with interface specifications necessary to connect with Contractor equipment.

- Contractor's responsibility will be limited to the furnishing of data communication facilities suitable for the digital SNAL and for provisioning the SNAL to end-customer's premises network interface.
- Contractor is not responsible for installation, operation or maintenance of any equipment provided by end-customer.
- End-customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

2.7.7 TRANSPARENT LAN SERVICES ("TLS")

2.7.7.1 Service Description

Transparent LAN Service (TLS) is a fiber-based access, switching and transport service that utilizes a shared backbone to provide customers with Ethernet LAN Interconnection among multiple sites within a LATA at native LAN speeds - 10Mbps, 100Mbps and 1000Mbps (GigE). Customers access the service via a dedicated single mode fiber (SMF) pair from their premises to the nearest deployed Verizon switch. Verizon will deploy a small number of CO-based Ethernet switches in key selected areas. This service is offered to customers whose sites are within the acceptable range of the nearest deployed switch. Verizon will also provision a Network Interface Device (NID) at each customer site to terminate the loop fiber and provide a standard interface for connecting into the customer's Local Area Network (LAN).

2.7.7.2 Rates and Charges

The rates as shown in the pricing Attachment 4 are flat-rated, are not distance sensitive, and include inter-office facilities. The rates as shown are for IntraLATA connectivity. The Services set forth herein are offered on a where facilities exist basis only.

2.7.7.3 Requirements

End-customer or VITA will provide:

- Sufficient power, space, and a path for Contractor to place network equipment at the end-customer site. Customer agrees to provide the Contractor secure space on the network side of the network demarcation point for the placement of Contractor equipment. Verizon shall have the right to control such space and to use it to serve other customers.
- A mutually agreeable conduit protected path for any fiber cable placement required on end-customer premises.
- Access to sites as needed by Contractor personnel consistent with VITA policy and procedures.

Verizon shall provide TLS services within their respective serving areas to end-customer's locations based on end-customer demand, switch location, fiber availability, and end-customer location. The provisioning of Service is subject to facility availability.

The TLS Services will be furnished, provided however, that the loss for the connection does not exceed the following:

<u>Service</u>	<u>Maximum Loss</u>
10Mbps	20 dB
100Mbps	26 dB
1000 Mbps GigE	22 dB

2.8 CUSTOM DATA SERVICES

2.8.1 CUSTOM BROADBAND SERVICES

By ordering the custom data services under this section, customer certifies that each applicable Service will carry ten percent (10%) or less Interstate traffic. Should it carry more than 10% Interstate traffic, the prices, terms, and conditions of the Contractor's applicable FCC tariffs, rather than the prices, terms and conditions of this Agreement shall apply.

Contractor may provide under this Agreement additional Custom Intrastate/IntraLATA Broadband Services to authorized customers. Custom Broadband Services include but are not limited to Dense Wave Division Multiplexing (DWDM), Coarse Wave Division Multiplexing (CWDM), Optical Carrier services (OC3, OC12, OC48, etc.), Verizon Optical Networking (Ethernet or Fiber Channels) and Synchronous Optical Networking (SONET) or subsets of these services. The custom solutions may include combinations of components, installation or design services, network management services, and maintenance necessary to support customer application requirements end to end.

Contractor will develop each such custom solution working with requirements submitted by the customer and or VITA. The custom service agreement and its rates, terms and conditions will be contained in a mutually agreed Statement of Work ("SOW"). Each SOW will have a Service Description that shall describe the technical and operational conditions under which the service shall be provided. Contractor will provide the Services at its discretion, and subject to availability of facilities, and the receipt of all necessary approvals.

Typical candidates for inclusion for Custom Broadband Services will meet one of the following criteria at their physical work location:

- o Currently requiring or growing to a capacity of 3 DS3's terminating at the site
- o Currently requiring or growing to a capacity of 2 DS3's and 3 DS1's terminating at the site
- o Currently requiring or growing to a capacity of 1 OC3's terminating at the site
- o Currently requiring 10 or 100 Meg connectivity to other sites on the ring

- o Currently requiring connectivity to the Gig RPR ring that is being considered between all sites

Custom services will be offered based on customer requirements and services that are designed for that application. A Statement of Work will be completed and pricing based on that Statement of Work.

2.9 MANAGED SERVICES (Verizon Select Services Inc.)

2.9.1 Converged Voice Services/Managed Voice Services (MVS)

The Services offered hereunder are exclusive of required Local Exchange Carrier offerings under the Agreement.

2.9.1.1 Service Description

Verizon Managed Voice Services is an offering to the Commonwealth and Users authorized under the Agreement that includes the provisioning of Verizon-owned or leased converged customer premise equipment solutions from Verizon and is billed to the User on a monthly recurring charge basis. These solutions include voice equipment components, installation or design services, network management services, and maintenance necessary to support customer application requirements. Each solution will be based on individual customer requirements mutually determined by the User and Contractor in cooperation with Contractor engineers. The packages can be built to include all or any service elements described in this product offering. The services provided under this Service Description are subject to Contractor's approval, the Customer should contact a Contractor representative to determine available solutions.

2.9.1.2 Service Components

Converged Services is provided through a host of name brand voice customer premise equipment including Nortel, Alcatel, NEC, Rockwell, AVST, Chrysalis, and Teltrat products or others for whom Contractor is an authorized representative and are provided on a monthly recurring charge basis. The product catalog(s) (or approved subsets) will consist of the products available from each manufacturer, and will be the basis for pricing of products and, if available and selected by the User, manufacturer's subcontracted maintenance at the time the User submits an order. These catalogs will be subject to approval by VITA and will be established and revised by the Verizon Account Team with VITA on a semi-annual basis so that pricing and offerings can be updated.

2.9.1.3 Contractor Maintenance and Services Offerings

As an alternative to manufacturer subcontracted maintenance, customers can elect to use Contractor-provided Maintenance Services in Converged Services packages. Contractor-branded maintenance includes a variety of 8x5 and 24x7 maintenance

coverage options. Standard response times for Major and Minor failures, as well as definitions of a Major versus Minor failures shall be set forth in the applicable Statement of Work, which shall be incorporated hereto and made part of the Agreement.

Installation Services will be priced on an individual basis, considering complexity, equipment, service requirements and location of installation. Contractor's Installation Services are based on hourly rates depending on the requirements of the job. Contractor may also offer consulting services on a case-by-case basis.

Contractor and the User will execute a Statement of Work, which shall outline the customized details pertaining to Installation Services and Maintenance Services.

2.9.1.4 Pricing

The most recent published equipment catalog(s) (or approved subsets) will be the basis for the offering and pricing for equipment. These catalog(s) (or approved subsets) are regularly published and will be available to VITA and each User for verification of the equipment pricing as well as description of product. Contractor will provide on a semi-annual basis that the catalogs are communicated to VITA. Pricing schedules for maintenance will also be available to VITA on a semi-annual basis.

Contractor will offer the Commonwealth competitive manufacturer's equipment discounts.

Contractor may negotiate further fixed discount schedules with VITA or with the User for inclusion in the respective Statement of Work subject to applicable Virginia procurement regulations.

2.9.1.5 Full Service Fee

Upon completion of system design, a Full Service Fee [on a monthly recurring charge basis] will be developed according to Standard Pricing Terms (described in the next section) mutually agreed upon between Contractor and User. Prepayment and early payoffs of Full Service Fees may be accommodated on a case-by-case basis.

In the event the User terminates the Services prior to the expiration of the service term, the Order Party shall pay to Contractor the termination charges set forth in the applicable Statement of Work.

The Full Service Fee for Converged Services will be billed separately from access charges. The Full Service Fee will be reflected in the Statement of Work along with any Standard Pricing TERMS or customized payment terms.

2.9.1.6 Standard Pricing Methodology for Full Service Fee

The Full Service Fee is composed of, based on User requirements, any or all of the following components

- Equipment
- Installation

- Maintenance (Contractor branded)
- Managed Voice Services (Contractor provided)

After the components above are selected, the User will select from the Full Service Fee Standard Pricing Terms listed below. The Contractor will then develop customized Full Service Fee rate(s), based on such factors as, market cost of debt, depreciation schedules, tax timing, personal property tax, residual value of the equipment, maintenance and enhanced maintenance plans selected and, the labor services required by the User. The Full Service Fee will be the result of applying the rate(s) to the selected components.

Standard Pricing Terms available are

- 12 Month
- 24 Month
- 36 Month
- 2 Year Annual
- 3 Year Annual

Monthly payments are in arrears. Annual payments are in advance.

2.9.1.7 Billing

Contractor will bill Users as specified in the mutually agreed Statement of Work.

2.9.1.8 Statement of Work

The Statement of Work will serve as the documentation of work required and delivered. Each party shall execute the Statement of Work prior to the start of a service arrangement. Modifications to the Statement of Work shall be mutually agreed to in writing in the form of a written modification.

The Contractor will provide a documentation package for each separate transaction to the User. This documentation package will include at a minimum:

1. Equipment and Services Quote itemizing all costs associated with a transaction. This quote will be the basis for the development of payment plan.
2. Statement of Work including but not limited to
 - a. Itemization of the equipment, installation, and associated services required for equipment turn-up;
 - b. Calculation and acknowledgment of respective Full Service Fee to Contractor.
 - c. Customer acceptance form to be signed by Customer following job installation per the terms of the SOW

2.9.2 Custom Data Network Packages/Managed Network Services (MNS)

2.9.2.1 Service Description

Contractor is offering Users the provisioning of managed data services from Contractor on a monthly recurring charge basis. These solutions will include components, installation or design services, network management services, and maintenance necessary to support customer application requirements. Each solution will be based on individual customer requirements determined by the User and Contractor in cooperation with Contractor engineers. The packages can be built to include all or any service elements described in this product offering.

2.9.2.2 Service Components

Managed data network service packages are provided through a host of name brand customer premise equipment manufacturers including Adtran, Alcatel, Cisco, FVC.com, Nortel, Polycom, Tandberg, VTEL, VCON, NEC, Rockwell, AVST, Chrysalis, and Teltrat products or others for whom Contractor is an authorized representative and are provided on a monthly recurring charge basis. The product catalog(s) (or approved subsets) will consist of the products available from each manufacturer, and will be the basis for pricing of products and, if available and selected by the User, manufacturer's subcontracted maintenance at the time the User submits an order. These catalogs will be subject to approval by VITA and will be established and revised with VITA on a semi-annual basis so that pricing can be verified.

2.9.2.3 Maintenance and Services Offerings

As an alternative to manufacturer subcontracted maintenance, customers can choose to include Contractor-provided Maintenance Services in data networking service packages. Contractor-branded maintenance or the manufacturer's maintenance plans will be available in several forms including, but not limited to:

- Next business day parts only service
- 24 x 7 parts only service
- 24 x 7 4-hour onsite response
- 24 x 7 8-hour onsite response

Enhanced Network Management Services are also offered including Contractor's branded network management services – including "Site-Watch" and "Frame-Watch" – or similar services available through the product catalog.

User may order Contractor-branded maintenance, manufacturer's maintenance or Enhanced Network Management Services on existing equipment as well as with new equipment. For existing equipment, Contractor will work with the User to identify all hardware/software to be covered on a location-by-location basis. The User would select a service option (e.g., 24 x 7 parts only service, 24 x 7, 8- hour on-site response, etc.), service term (12, 24 or 36 months) and level of Managed Network Service. A quote would be developed for the total price with flexible pricing alternatives including term and volume discounts.

Installation Services will be priced on an individual basis, considering complexity, equipment, service requirements and location of installation. Contractor's Installation

Services are based on hourly rates depending on the requirements of the job. Contractor may also offer consulting services consulting services on a case-by-case basis.

Contractor and the User in a Statement of Work will agree upon customized details pertaining to Installation Services and Maintenance Services.

2.9.2.4 Pricing

The most recent published catalog(s) (or approved subsets) will be the basis for the offering and pricing. These catalog(s) (or approved subsets) are regularly published and will be made available to VITA and each User for verification of the equipment pricing as well as description of product. Contractor will provide on a semi-annual basis that the catalogs are communicated to VITA.

Contractor will offer the User competitive manufacturer's discounts as the basis for the equipment cost, maintenance services, and management services. Alternatively, Contractor offers its own branded services for maintenance and management in the form of pricing schedules that will also be submitted to VITA on a semi-annual basis.

Contractor may negotiate further fixed discount schedules with VITA or with the User for inclusion in the respective Statement of Work subject to applicable Virginia procurement regulations.

2.9.2.5 Full Service Fee

Upon completion of system design, a Full Service Fee (on a monthly recurring charge basis) will be developed according to Standard Pricing Terms (described in the next section) mutually agreed upon between Contractor and User. Prepayment and early payoffs of Full Service Fees may be accommodated on a case-by-case basis.

In the event the User terminates the services prior to the expiration of the then current service term, the termination charges set forth in the applicable Statement of Work shall apply.

The Full Service Fee for customized data services will be billed separately. The Full Service Fee will be reflected in the Statement of Work along with any Standard Pricing or customized payment terms.

2.9.2.6 Standard Pricing Methodology for Full Service Fee

The Full Service Fee can include, based on the User's requirements, any or all of the following components

- Equipment
- Installation
- Maintenance (Vendor or Contractor branded)
- Managed Network Services (Contractor provided)

After the components above are selected, the User will select from the Full Service Fee Standard Pricing Terms listed below. The Contractor will then develop customized Full

Service Fee rate(s), based on such factors as, market cost of debt, depreciation schedules, tax timing, personal property tax, residual value of the equipment, maintenance and enhanced maintenance plans selected and, the labor services required by the User. The Full Service Fee will be the result of applying the rate(s) to the selected components.

Standard Pricing Terms available are:

- 12 Month
- 24 Month
- 36 Month
- 2 Year Annual
- 3 Year Annual

Monthly payments are in arrears. Annual payments are in advance.

**ATTACHMENT 2-1: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE
PURCHASE OF VERIZON VIRGINIA INC. CENTREX SERVICES BY THE
COMMONWEALTH FOR DISASTER RECOVERY SERVICES
FOR
VIRGINIA COMMONWEALTH UNIVERSITY**

ATTACHMENT 2-1 is hereby incorporated by reference, made an integral part of, and attached to Contract Number **VA-040801-VERV** between Verizon Virginia Inc. and the Commonwealth of Virginia (the "Contract").

The provisioning of the services contained in this Attachment and the associated pricing and performance terms and conditions are in support of VCU local telephone and communications requirements through the state's Centrex environment and are intended to provide VCU with increased reliability and disaster recovery capabilities. The three components of this Service, as set forth below, are (a) the ability to obtain Centrex service from an alternative Central Office, (b) delivery of Centrex over Verizon's SONET network infrastructure, and (c) the maintenance of the Fiber Link as set forth below.

The Terms and Conditions contained in this Attachment are applicable only to VCU and do not change the Terms and Conditions contained elsewhere in the Contract, nor do they relieve VCU from compliance with the Terms and Conditions contained elsewhere in the Contract.

1. SERVING CENTRAL OFFICE

Verizon shall maintain a separate Central Office Centrex system serving VCU only. The 828 Exchange is currently being used exclusively by VCU. Verizon will allow this exclusive use to continue so long as (a) it complies with applicable laws and regulations, (b) Verizon has continued access to the use of numbers, and (c) the numbers are used by VCU in connection with the Centrex or a PBX arrangement.

2. ALTERNATE CENTRAL OFFICE

Verizon shall provide Alternate Central Office Centrex Service from the Randall Avenue Central Office.

3. SONET

Verizon will deliver VCU's Centrex Service via Verizon's SONET network infrastructure.

VCU shall provide properly controlled security and environment (power, HVAC etc.) for the electronics in each of the buildings.

VCU shall provide access to the SONET equipment located at VCU locations so Verizon may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that Verizon may gain access to operate and maintain, as it deems necessary, Verizon equipment at the VCU locations.

Verizon provided equipment and other items shall remain the property of Verizon. VCU shall have no title therein. Verizon will provide maintenance on all Verizon provided equipment and other items. Verizon provided equipment and other items shall not be moved in or from the service locations without Verizon's prior written consent.

4. FIBER LINK

Verizon shall provide and maintain sixteen (16) strands of single mode fiber between Sanger Hall and James Branch Cabell Library.

VCU shall provide properly controlled security and environment for the Fiber Heads in each of the buildings.

VCU shall provide access to the Fiber Heads located at VCU locations so the Verizon may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that Verizon may gain access to operate and maintain, as it deems necessary, Verizon Fiber Heads at the VCU locations.

Verizon provided equipment and other items shall remain the property of Verizon. VCU shall have no title therein. Verizon will provide maintenance on all Verizon provided equipment and other items. Verizon provided equipment and other items shall not be moved in or from the service locations without Verizon's prior written consent.

5. CHARGES AND MINIMUM LINE COMMITMENT

There is no additional monthly or non-recurring charge for this Service for the first 300 lines. After the first 300 lines, there shall be a \$3.00 monthly charge per line that is re-directed to be served out of the Randall Street Central Office. (This charge shall not be prorated if the re-direction is for less than a month.) After the first 300 lines, there shall also be a one-time per line installation charge, as set forth in the Contract, each time the Service is established in the Alternative Central Office.

These charges are in addition to the charges set forth in the Contract.

The price and availability of this Service is subject to change by Verizon if VCU's analog and digital Centrex lines (including Dormitory lines) fall below 7,500.

**ATTACHMENT 2-2: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE
PURCHASE OF VERIZON VIRGINIA INC PS-ALI SERVICES**

This Attachment sets forth the terms and conditions under which Verizon Virginia Inc. will provide PS-ALI services.

1. The Contractor shall be contacted in writing, to provide pricing and availability for any specific location within Verizon Virginia's serving area. The Contractor shall respond within 60 days, in writing, to the Commonwealth's request with; 1) a response as to the implementation of Services, and 2) exact pricing for the specified location. If in agreement, a TSO as defined in the Agreement will be issued for the Services.
2. Exhibit A, incorporated herein and attached hereto, identifies specific terms and conditions that are only applicable to the Services defined in this Attachment. The terms and conditions specified on Exhibit A supersede and take precedence over the terms of the Agreement. The order of precedence for only the Services under this Attachment 2-2, shall be this Attachment 2-2, Exhibit A hereto, then the Agreement.
3. Exhibit B, attached hereto and incorporated herein, is an integral component of this Attachment.
4. Exhibit C, attached hereto and incorporated herein, is an integral component of this Attachment.

Exhibit "A"
PS –ALI Service Terms and Conditions

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 location(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

The Commonwealth applies for and will accept from Verizon, the Services herein on a monthly basis as defined in the 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 or changes up to the date of cancellation. The date of cancellation shall be the date Verizon receives written notification from the Commonwealth.

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, and, if the deficiency lasts for more than twenty-four hours, Verizon will credit the Commonwealth the pro-rated recurring charges for the affected Services for the period from Commonwealth's notice of the deficiency until it is repaired. 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 for consequential, incidental, indirect, or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, 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 customer for any other damages due to failures in the services arising from its negligence or breach of this Modification 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, in addition to a TSO, shall execute the "FORM OF LETTER OF CONSENT", incorporated and attached hereto as Exhibit C.

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

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

ATTACHMENT 2-3: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE PURCHASE OF BUSINESS VERIZON DSL SERVICES

1. Service Ordering

During the time period immediately following the initial contract execution, DSL will only be available directly from the Contractor's affiliates, Verizon Internet Services Inc. ("VIS"), and GTE.Net, LLC d/b/a Verizon Internet Solutions ("GTE.Net") (VIS and GTE.Net are collectively referred to as "Verizon Online"), at the then existing commercially available rates, terms and conditions. The following authorized ordering officers may order the service: Brian White and Pam Seay. They can do so on qualified lines. Authorized ordering officers may order the service on qualified lines directly by accessing the following Uniform Resource Locator:

http://www22.verizon.com/ForBusinessDSL/channels/bdsl/dsl/bdsl_home.asp?ID=business

After execution of the Contract, the parties to the Contract agree to negotiate a Modification adding Verizon Online Business DSL services to the Contract on mutually agreeable terms.

2. Description of Verizon Business DSL Services

The following product descriptions are provided for informational purposes and are subject to change with or without notice by Verizon Online. Nothing herein shall constitute a representation or warranty with respect to the services described herein.

A. Business Dynamic DSL Service

MAXIMUM CONNECTION SPEEDS*
Up to 1.5M/384K (Basic)
Up to 384K/384K
Up to 1.5M/384K
Up to 768K/768K
Up to 7.1M/768K (East Only)

All Verizon Business Dynamic DSL packages, with the exception of the Basic package, include:

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 3 e-mailboxes with your choice of domain name (yourname@yourcompany.com) or 10 standard (yourname@verizon.net) addresses
- 20Mb of personal Web space
- Unlimited hours of Dial-up access for mobility, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support
- Minimum one-year contractual term

The basic package includes:

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 10 e-mailboxes with standard (yourname@verizon.net) addresses
- Charge for 50 hours monthly of Dial-up mobility access, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support
- Minimum one-year contractual term

B. Business Static DSL Service

MAXIMUM CONNECTION SPEEDS*
Up to 384K/384K
Up to 1.5M/384K
Up to 768K/768K
Up to 7.1M/768K (East Only)

All Verizon Business Static DSL packages include:

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 1 static IP or static IP addresses in blocks of 5, 13 or 29 available for an additional charge
- 3 e-mailboxes, with your choice of domain name (yourname@yourcompany.com) or 10 standard (yourname@verizon.net) addresses
- 20Mb of personal Web space
- Unlimited hours of Dial-up access for mobility, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support

*Maximum connection speed refers to the initial data rate between the end user's location and the applicable Verizon serving wire center. Actual data throughput rates will be lower than connection speed and will vary. Speed and uninterrupted service are not guaranteed.

C. Optional Products and Services for Business Dynamic and Static DSL:

The following optional products and services are available with Verizon Dynamic and Static Business DSL Service for an additional charge.

Domain Name Registration
Additional Domain Name Registration (per name)
Domain Name Transfer (per name)
Additional Domain Name Transfer (per name)
Linksys 4-port Router
Linksys 8-port Router
Wireless Router
Wireless PCI Card
Wireless Laptop Card
Wireless USB Adapter
Onsite Installation

D. General Disclaimers

Offer good in commercially available areas only. User understands that the Service selected above may not be commercially available at the rates or bandwidth set forth herein. Some telephone lines will not qualify for this Service. In addition to the charges stated herein, User is responsible for all applicable taxes, surcharges and other charges related to the Service, including Supplier Federal Universal Service Fund recovery fees. Recurring fees are invoiced monthly, and are payable in arrears. One-time setup fees and equipment charges are invoiced at the time of activation and payable net 30 days. Service subject to Verizon Online's standard terms and conditions of service which must be accepted prior to use of the service.

ATTACHMENT 3 - BUSINESS OFFICE/OPERATIONS

The provisions in this Attachment 3 apply only to Verizon Virginia Inc. and its subcontractor Verizon South Inc. services.

3.1 SERVICE ORDER SYSTEM

3.1.1 Verizon Virginia Inc. ("Verizon") and VITA shall use commercially reasonable efforts to develop and implement an electronic ordering system, whereby VITA can enter orders directly into a Verizon Ordering and Provisioning System. It is understood it will be necessary to develop an interface between VITA's Service Order System and Verizon's Ordering and Provisioning system(s).

3.1.2 Within 30 days of the execution of the Contract Verizon will begin to develop a recommended approach for establishing an ordering system and will submit an approach to VITA no later than 180 days after execution of the contract. The approach may include a repository where VITA can send TSO's (Telecommunication Service Orders) to Verizon and in turn, receive an electronic acknowledgement and confirmation within the parameters set forth in the TSO guidelines (3.4). Verizon will track the repository regularly between the hours of 8:00AM and 5:00PM Monday through Friday, state holidays excluded. Verizon will extract the data necessary to complete the order and will transmit the data to the appropriate locations within Verizon. Verizon will assign service orders, estimate service delivery rates, and confirm order data with VITA via the interface.

After all electronic ordering interface options are presented to VITA, Verizon and VITA will develop and mutually execute a Statement of Work setting forth the specifications and requirements of the selected ordering system. As part of the statement of work, the associated cost to develop the electronic interface will be determined. Verizon will commence development and establish a transition timeframe on a schedule mutually agreeable to the Parties.

3.2 BUSINESS OFFICE SINGLE POINT OF CONTACT

3.2.1 Verizon will establish one business office as a Single Point Of Contact ("SPOC") for Verizon Virginia and Verizon South service orders and billing requests within 30 days after contract signature date.

3.2.2 A Verizon Directory listing and service delivery single point of contact process will be established within 90 days after the contract signature date.

3.3 SERVICE ASSURANCE GUIDELINES

3.3.1 The Verizon Business Office and VITA will partner to decide when situations qualify as extenuating circumstance over and above the normal day to day procedures for ordering, billing, intervals, and service interruptions.

3.4 TELECOMMUNICATIONS SERVICES ORDER (TSO)

3.4.1 VITA and VITA recognized DSPs (Direct Service Plans authorized by VITA) retain the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the requested Service Commencement Date for each Service.

Upon receipt of a complete TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of the TSO within twenty-four (24) hours; the contractor shall process the TSO and return a confirmation of the Service Order, no later than seventy-two (72) hours prior to the requested due date, identifying the following information in the time frames specified herein or any other criteria negotiated and mutually agreed to:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

3.5 SERVICE ORDER CHARGES

3.5.1 Verizon shall process all Service Orders for a flat rate of \$200.00 per business day. This charge includes all Service orders for Centrex voice lines, Centrex voice lines with the ISDN BRI feature, data services, private line and any other Service Order for incumbent local exchange carrier services issued by VITA.

3.5.2 VITA retains the right to cancel the billing method described above and, at its sole discretion upon sixty (60) days written notice to Verizon, substitute billing with the charges in the existing tariff. The parties remain free at all times to establish any other billing method or level of charges by mutual agreement.

3.6 BILLING ACCURACY

The monthly billing for services shall be submitted by the 7th working day following the 28th day of the month for the previous month's services. All services (recurring and non-recurring) delivered after the Effective Date must be billed within one hundred and twenty (120) days of delivery of service. VITA reserves the right to refuse payment of any invoice for such services submitted one hundred and

twenty (120) days beyond the date services were delivered. VITA must identify and submit to Verizon for correction any billing errors and omissions within one hundred and twenty (120) days. VITA and Verizon agree to work cooperatively to resolve any item submitted for correction by either party within one hundred and twenty (120) days of submission.

Both parties will reduce the one hundred and twenty (120) day intervals to ninety (90) days within eighteen (18) months of the mutual execution of the Agreement.

3.7 DATA FORMATS

3.7.1 Data formats utilized to transfer management information to VITA will not be materially changed by Verizon unless mutually agreed to 120 days in advance by VITA and Verizon.

3.8 BILLING INFORMATION PROCEDURES

3.8.1

a. Verizon shall accumulate billing information for each month, ending on the 28th day for the following services:

1. All message units (including extended area calling and FGA)
2. Directory Assistance
3. Long Distance tolls including Credit Cards, DDD, Operator Assisted Calls
4. Other Charges and Credits
5. Customer Service Records
6. Data Network Services (ISDN, Frame Relay/ TLS/ ATM FRASD)

Verizon shall accumulate and provide a consolidated tape for all of the above identified billing information for the entire Commonwealth of Virginia network from its own Central Offices

b. Immediately after the 28th day of each month, Verizon shall convert the assembled billing and usage information from its master records onto magnetic tape ("magnetic tapes"), in the current format provided by Verizon, for ultimate submission to the Commonwealth. Verizon material changes to the input format of the data on the magnetic tapes require 120 days advance written notice to VITA. At this same time, Verizon will retain, for no less than forty-five (45) days from date of creation, the master records from which the magnetic tapes are produced.

c. VITA may elect to receive requested billing and usage data by electronic transfer between the Verizon Comptroller computer and the VITA host computer for incumbent local exchange carrier services. All such data shall be available no later than the 5th working day following the 28th day of the month being billed. VITA will provide the data link for this Service. VITA will access the Comptroller computer on a monthly basis at a mutually agreed to time between VITA and Verizon. VITA will be responsible for all software and protocol conversions required for effecting access and data transfer. Cost for this Service shall be \$500/month. Transfer will be provided electronically

from Verizon' Data Center to VITA's designated location, based on development of a compatible interface. This service is in addition to the services specified under 3.8.1.a and 3.8.1.b.

3.8.2 Verizon shall perform tests prior to submission of the data included in the magnetic tapes to ensure:

1. That the magnetic tapes are clean and free of physical defects.
2. The information included in the magnetic tapes is presented in the correct format
3. That the data actually transferred to the magnetic tapes is present by ensuring that the record counts of data provided to VITA by Verizon accurately represents the actual records on the magnetic tapes. Submission of tapes to VITA shall mean that the above are deemed certified by Verizon
4. If it is determined by Verizon that the billing or usage information is incomplete because of missing information supplied by Verizon's Central Offices or because of Verizon created problems in the generation of the magnetic tapes, then Verizon shall notify VITA in writing identifying the missing information and shall ensure that the missing data is included in the subsequent month's master records.
5. Verizon shall also generate a duplicate copy of the magnetic tapes submitted to VITA each month and retain each as back-up until such time as VITA has completed its validation tests upon the data and accepted the data for further processing and payment.
6. The magnetic tapes and back-up documentation shall be received by VITA no later than the seventh (7th) working day following the 28th day of the month being billed.
7. The back-up documentation to be delivered with the magnetic tapes includes:
 - (a) A transmittal letter from Verizon, identifying the number and contents of the magnetic tapes shipped to VITA, and;
 - (b) A Verizon generated record count for each type of data received by VITA for independent, subsequent, validation by VITA,
 - (c) Upon receipt of the magnetic tapes, VITA shall analyze the billing information identified in 3.8 and perform certain validation tests on that information within ten (10) working days subsequent to the receipt of the tapes from Verizon. VITA validation tests shall include a comparison of the record count generated by VITA for each type of data under analysis to that provided on the back-up documentation by Verizon.

3.8.3. The provisions of Section 3.8 do not apply to Verizon South Inc. services. The parties will mutually negotiate and amendment at a later date relating to Verizon South Inc.

3.9 AUTHORIZED CONTACTS

3.9.1 The parties agree that they shall each appoint by letter official contacts for the resolution of all billing information problems encountered by VITA and Verizon.

3.10 EXPEDITE CHARGES

3.10.1 Should the need arise for the installation of an analog telephone number, digital telephone number, Analog circuit, or digital circuit to be installed prior to the standard installation date set forth in 3.11, an additional expedite charge of the following will apply:

\$200.00 – Basic Voice Centrex, Business POTS Line, VITA Standard and Enhanced Analog Voice Centrex & CentraNet, Dormitory Voice Centrex & CentraNet, IntelliLinq – BRI / PRI, and all Voice Mail services that carry an installation charge.

\$500.00 – Analog Trunks, WATS, DS-1, DDS-56K, TLS

\$2000.00 – DS-3, Frame Relay, ATM, FRASI, SONET

3.11 INTERVALS AND SERVICE INTERRUPTIONS

ALL DATE DUES ARE DERIVED BY USING THE FACILITY AVAILABILITY DATE PLUS THE STANDARD INTERVAL		
A. CENTREX / CENTRANET / CORE VOICE		
PRODUCT DESCRIPTION	STANDARD INTERVALS	SERVICE INTERRUPTIONS
BASIC VOICE/ENHANCED VOICE CENTREX analog - Dial 9)	INWARD (Adding): 1-6 Lines 6 Business Days; 7-12 Lines 8 Business Days; 13-18 Lines 10 Business Days; 19-24 lines 12 business Days; 25 or more individual case basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.

VITA/VERIZON AGREEMENTS

<p>BUSINESS LINE (POTS)</p>	<p>1-5 Lines - 5 Business Days 6 + lines Individual Case Basis-</p>	<p>SAME AS ABOVE</p>
<p>VITA STANDARD ANALOG VOICE CENTREX / CENTRANET Features - Add / Delete / Change</p>	<p>Changes from: 1-20 lines 3 business days 21-49 lines 4 business days 51-100 lines 6 business days 100 + lines Individual Case Basis</p>	<p>SAME AS ABOVE</p>
<p>VITA ENHANCED ANALOG VOICE CENTREX / CENTRANET Features - Add / Delete / Change</p>	<p>Changes from: 1-20 lines 3 business days 21-49 lines 4 business days 51-100 lines 6 business days 100 + lines Individual Case Basis</p>	<p>SAME AS ABOVE</p>
<p>DORMITORY VOICE CENTREX / CENTRANET</p>	<p>INWARD (Adding): 1-6 Lines 6 Business Days; 7-12 Lines 8 Business Days; 13-18 Lines 10 Business Days; 19-24 lines 12 business Days; 25 or more individual case basis</p>	<p>SAME AS ABOVE</p>

VITA/VERIZON AGREEMENTS

CONFERENCE ARRANGEMENT 6-PORT	Individual Case Basis	SAME AS ABOVE
STATION MESSAGE DETAIL RECORDING (SMDR)	Individual Case Basis	SAME AS ABOVE
AUTOMATIC CALL DISTRIBUTION (ACD)	Individual Case Basis	SAME AS ABOVE
CMAC, formerly MACSTAR	Individual Case Basis	SAME AS ABOVE
CENTREX ETS Tie Terminations/(ARS)	Individual Case Basis	SAME AS ABOVE
PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGES ALL VOICE SERVICES; VITA has option to select the intraLATA and interLATA PIC of their choice.	1-10 lines - 3 Business Days 11-20 lines - 5 Business Days 20 + lines - Individual case basis	N/A
ALL VOICE (POTS/CENTREX/CENTRANET/ISD N - BRI/PRI) DISCONNECTS & DATA ANALOG DISCONNECTS - Recorded Announcements & Intercepts	1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis	N/A

B. INTELLILINQ ISDN		
PRODUCT DESCRIPTION	STANDARD INTERVALS	SERVICE INTERRUPTIONS
INTELLILINQ ISDN - BRI / PRI Voice / Data Line Service (Message, Measured, & Flat Rate Services)	INWARD (Adding): 1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
INTELLILINQ ISDN - BRI / PRI - ANYWHERE	Issued as a Special Services Order: 1-5 lines 15 Days 6 or more lines - Individual Case Basis	SAME AS ABOVE
INTELLILINQ ISDN BRI/PRI SET CONFIGURATION CHANGES	5 Days	SAME AS ABOVE
INTELLILINQ ISDN-BRI/PRI TELEPHONE NUMBER CHANGE	1-6 Lines - 7 Business Days; 7-12 Lines - 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis	SAME AS ABOVE
INTELLILINQ ISDN BRI / PRI MISCELLANEOUS CHANGES Change Orders Add, Change, Delete Custom Calling / IQ features on ISDN - BRI (except non-standard configuration group changes) Changes to Line Class Codes (except multi-line hunt groups)	1-6 Lines 3 Business Days; 7-12 Lines 5 Business Days; 13-18 Lines 7 Business Days; 19-24 lines 9 business Days; 25 or more individual case basis	SAME AS ABOVE

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<p>INTELLILINQ ISDN BRI / PRI Change Point to Point to Multi-Point; Change Hunting; Non-standard configuration group changes</p>	<p>1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis</p>	<p>SAME AS ABOVE</p>
<p>INTELLILINQ ISDN BRI / PRI Circuit Switched Data Service</p>	<p>INWARD (Adding) ISDN - BRI: 1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis (ICB) Date Due will be based on facilities / ISDN equipment availability</p>	<p>SAME AS ABOVE</p>
<p>ALL VOICE and VOICE DATA (POTS/CENTREX/INTELLILINQ ISDN - BRI/PRI) DISCONNECTS Recorded Announcements & Intercepts</p>	<p>1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis</p>	<p>N/A</p>

C. VOICEMAIL		
PRODUCT DESCRIPTION	STANDARD INTERVALS	SERVICE INTERRUPTIONS
OPTIMAIL PLATINUM VOICE MAIL Standard Voice Messaging Mailbox	Base on central office port availability 1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
COMVERSE PLATFORM VOICE MAIL Type I through Type VI	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
PREMIUM VOICE MESSAGING MAILBOX and MESSAGING ONLY MAILBOX	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
ALL VOICE MAIL Enhanced Call Processing Application Mailboxes	Date Due applies after design is complete as follows: 1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
ALL VOICE MAIL Enhanced Call Processing - Additional Features	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days;	SAME AS ABOVE

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	30 + Individual Case Basis	
ALL VOICE MAILBOX DISCONNECTS	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	N/A

D. DATA NETWORK SERVICES		
PRODUCT DESCRIPTION	STANDARD INTERVALS	SERVICE INTERRUPTIONS
ANALOG TRUNKS / PRIVATE LINES	1-24 lines 9 days with facilities; 25+ lines negotiated interval. Without facilities, all intervals are negotiated	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
DS-1 CHANNEL TERMINATION	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE
DS-3 SERVICE	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE
DDS SERVICE Includes 56K requirements, 56K Type I, and 56K Type II Channel Termination Services	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE

DIGITAL FACILITY TERMINATION	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	N/A
ANALOG TRUNKS, DS-1, DS-3, DDS SERVICE DISCONNECTS	1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis	N/A
FRAME RELAY SERVICES	90 days	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
ASYNCHRONOUS TRANSFER MODE (ATM)	90 Days	SAME AS ABOVE
FRAME RELAY TO ATM SERVICE INTERWORKING - FRASI	90 Days	SAME AS ABOVE

TRANSPARENT LAN SERVICES (TLS)	20 - 35 Business Days after the fiber is in place	SAME AS ABOVE
FRAME RELAY, ATM, FRASI, and TLS DISCONNECTS	1-5 circuits - 10 Business Days, 5 and above Individual Case basis	N/A

4. PRICING

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<i>CENTREX / CORE VOICE (Verizon Virginia)</i>					2.1
	CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT)				2.1.3
	Enhanced Centrex Exchange Access	\$5.09	\$0.00	Per Line/Per Pipe	
	Dormitory Exchange Access	\$2.55	\$0.00	Per Line	
	EAC				2.1.4
	EAC service added to each line by exchange	Tariff Pricing	Tariff Pricing	Per Line/Per Pipe	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	VITA ENHANCED ANALOG VOICE STANDARD CENTREX FEATURES DESCRIPTION				2.1.10
	Enhanced Centrex Line with Standard Feature Set (includes CALC)	\$8.50	\$26.80	Per Line	2.1.10
	Enhanced Centrex Exchange Access	\$5.09	\$0.00	Per Line	2.1.3
	Authorization Code with initial installation	\$0	\$0	NA	2.1.10.3
	Authorization Code post install	\$0	\$17.80	Per Line	2.1.10.3
	Auth Code Installation Same Svc. Order for Over 300 Lines from Same CO	\$0	\$5.00	Per Line	2.1.10.3
Verizon Virginia	DORMITORY VOICE CENTREX				2.1.11
	Dormitory Centrex Line with Standard Feature Set (Includes CALC)	\$8.50	\$26.80	Per Line	2.1.11.1
	Dormitory Exchange Access	\$2.55	\$0.00	Per Line	2.1.3
	Authorization Code with initial installation	\$0	\$0		2.1.10.3
	Authorization Code post installation	\$0	\$17.80	Per Line	2.1.10.3
	Auth Code Installation Same Svc. Order for Over 300 Lines from Same CO	\$0	\$5.00	Per Line	2.1.10.3

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	VITA DORMITORY VOICE CENTREX OPTIONAL FEATURES				
	Caller ID Dormitory Centrex	\$0.25	\$0.00	Per Line	2.1.11.2
	Call Screening	\$0.22	\$0.00	Per Line	2.1.11.2
DIGITAL VOICE CENTREX SERVICE					
					2.1.12
<i>Verizon Virginia</i>	<i>IntelliLinQ ISDN BRI Service Provisioning</i>				2.1.12.1.1
	0B+D Packet Switched Data (PSD)	\$18.00	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *Logical Terminal- Packet Switching Data *D Channel Signaling	
	1B+D Circuit Switched Voice (CSV)	\$18.00	\$26.80	*Pipe/Featured Voice *Centrex Line/Intercom *Logical Terminal- CSV *D Channel Signaling	
	2B+D Circuit Switched Data (CSD) Circuit Switched Voice + Data (CSV+D)	\$18.80	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *Two (2) Stations *Logical Terminal- CSV & CVD/CSV ONLY/ CSD ONLY *D Channel Signaling	

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	2B+D Circuit Switched Data (CSD)	\$18.25	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *One (1) Station *Logical Terminal- CSD ONLY *D Channel Signaling	
	Exchange Access	\$5.09	\$5.09	Per Pipe	2.1.3
	<i>IntelliLinq ISDN BRI Optional Features</i>				
	Attendant Console Service	\$105.00	\$0.00	Per Line	2.1.12.3.1
	Secondary Number on Line/Software Only	\$3.50	\$0.00	Per Number	2.1.12.3.2
	Conversion of Existing Analog Centrex to ISDN BRI	\$0.00	\$26.80	Per Line	2.1.12.3.3
	ISDN BRI Flat Rate Data	\$40.00	\$75.00	Per Line	2.1.12.3.4
	ISDN BRI Circuit Switched Data Usage Charge (All calls using access code of "9")	\$0.01	\$0.00	Per Minute/Per Channel	2.1.12.3.5
	Primary Directory Number of a Multipoint Arrangement/Station Charge (over the first two included stations)_	\$6.00	\$0.00	Per Station	2.1.12.3.6

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
<i>Verizon Virginia</i>	<i>Direct Service Plan</i>				
	New Line and Features	Contract Rates Herein As applicable	Contract Rates Herein As applicable	Per Account	2.1.14
	Conversion from Centrex to VITA Enhanced Centrex	\$0.00	\$15.80	Per Line	2.1.14
<i>Verizon Virginia</i>	OTHER OPTIONAL CENTREX FEATURES AND SERVICES				
	<i>Automatic Call Distribution (ACD)</i>			(Only offered in Grace St. and Stuart Avenue to current customers)	2.1.15.1
	Rate	\$65.00	\$120.00	Per Line	
	ACD Software Fee		\$1,000.00	Per Line	
	Call Vectoring	\$8.00	\$25.00	Per Position	
	Music On Queue	\$4.00	\$25.00	Per Position	
	Add'l Announcement Circuits	\$35.00	\$25.00	Per Add'l Circuit	
	Access Code with initial installation	\$0.00	\$0.00	N/A	
	Access Code post installation	\$0.00	\$17.80	Per Line	
	<i>Automatic Number Identification</i>				2.1.15.2

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	Terminating at IXC PoP & Originating in Centrex Switch	\$300.00	\$0.00	Per Switch	
	Plus	\$2.00	\$0.00	Per Trunk	
	<i>Automatic Route Selection (ARS)</i>				2.1.15.3
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Caller ID -- Analog Centrex</i>	\$0.50	\$0.00	Per Line	2.1.15.4
	<i>Caller ID Deluxe</i>				2.1.15.5
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Caller ID -- Dormitory Centrex</i>				2.1.15.6
		\$0.25	\$0.00	Per Line	
	<i>Call Park</i>				2.1.15.7
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Call Screening</i>				2.1.15.8
		\$0.22	\$0.00	Per Line	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>Campus Student Emergency Hot Line</i>				2.1.15.9
		\$8.50	\$26.80	Per Line	
	<i>Centrex Call Management</i>	\$0.01	\$0.00	Per Record	2.1.15.10
	<i>Centrex Call Management CD ROM/ Mag Tape Format</i>	\$50.00	\$0.00	Per Location	
	<i>Conference Arrangement-6 Port</i>				2.1.15.11
		\$110.00	\$48.34	Per Arrangement	
	<i>Digital Facility Termination/Interface</i>				2.1.15.12
		\$0.00	\$0.00	Per Facility	
	<i>Identa-Ring</i>				2.1.15.13
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Installation & Wiring Charges</i>				2.1.15.14
	<i>Rate-Wire Closet to Jack:</i>				
	New Wire	\$0.00	\$47.70	Per Line	
	Travel Time Daily Charge	\$0.00	\$172.25		

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>Add'l Material Charges:</i>				
	Single Wire Modular Conversion	\$0.00	\$23.50	Per Conversion	
	25-Pair Modular Conversion	\$0.00	\$25.00	Per Conversion	
	In-Place Existing Wire & Jack Connection	\$0.00	\$23.50	Per Connection	
	Maintenance On Premise Wiring	\$0.45	\$0.00	Per Line	
	<i>Intra-LATA Wide Calling</i>				2.1.15.15
	<i>Virtual LATA-wide Calling</i>	0.078	Minute	Per Minute	2.1.15.15
	<i>Community Choice Plan</i>	0.079	\$0.00	First Minute	2.1.5
		0.045	\$0.00	Each Additional Minute Thereafter	2.1.5
	<i>Lines Beyond The Service Area</i>				2.1.15.16
	Foreign Exchange (FX)	Tariff Pricing	Tariff Pricing	Mileage	
	<i>Music On Hold</i>				2.1.15.17
		ICB Process	ICB Process	Per Arrangement	
	<i>Recorded Announcements & Intercepts</i>				2.1.15.18
	Standard	No Fee			
	Specialized Intercepts	\$0.00	\$350.00	Per CO	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	Plus	\$2.25	\$24.50	Per Line	
	<i>Return Call</i>				2.1.15.19
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Station Message Detail Recording (SMDR)</i>			Per Arrangement	2.1.15.20
		\$0.00	\$0.00	Per Arrangement	
	<i>Ultra Call Forward</i>				2.1.15.21
		Tariff Pricing	Tariff Pricing	Per Line	
	<i>Uniform Call Distribution (UCD)</i>				2.1.15.22
		Tariff Pricing	Tariff Pricing	Per Feature	
	<i>Virtual Private Network Service</i>				2.1.15.23
	Service Establishment	\$0.00	\$500.00	Per Establishment	
	<i>Private Dialing Plan:</i>				
	Location Code Dialing	\$255.00	\$2,000.00	Per Dialing Arrangement	
	First 9 Numbers	\$0.00	\$50/occasion	Per Addition or Change	

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	10 and Over	\$0.00	\$50/occasion	Per Addition or Change	
	Portable Extension Dialing	\$170.00	\$2,000.00	Per Dialing Arrangement	
	<i>Additions or Changes:</i>				
	First 9 Numbers	\$0.00	\$50/occasion	Per Addition or Change	
	10 and Over	\$0.00	\$50/occasion	Per Addition or Change	
	Facility Hubbing				
	Routing Pattern Control	\$340.00	\$2,000.00	Per Control	
	Additions or changes or Deletions	\$0.00	\$50.00	Per Route	
	Remote Access to Private Facilities	\$85.00	\$400.00	Per Facility Group	
	Facility Termination	\$25.00	\$50.00	Per Termination	
	<i>Call Screening Controls:</i>				
	Call Patterns Screening Controls	\$50.00	\$500.00	Per Control	
	Time-of-day, day-of-week Screening	\$50.00	\$500.00	Per Screening	
	<i>Remote Access:</i>				
	Work-at-Home	\$5.00	\$5.00	Per Arrangement	
	Plus	\$0.05	\$0.00	Per Employee Phone Number	
	Business Travel	\$5.00	\$5.00	Per Arrangement	
	Plus	\$0.05	\$0.00	Per	

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	Access Control:				
	Authorization Codes	\$2.00	\$5.00	Per Code	
	Personal ID Number	\$2.00	\$5.00	Per PIN	
	Interactive Account Codes	\$2.00	\$5.00	Per (Non-validated) Code	
	Interactive Account Codes (Forced Account Codes)	\$3.00	\$5.00	Per (Validated) Code	
	Virtual Hot Line Service	\$25.00	\$25.00	Per Service	
Verizon South	VITA VOICE CENTRANET				2.2
	VITA Analog CentraNet Line and Standard Feature set	\$8.80	\$26.80	Per Line	2.2.3
Verizon South	EXCHANGE ACCESS REGISTERS (NARS)				2.2.2
	CentraNet Network Exchange Registers	Tariff Pricing	Tariff Pricing		
Verizon South	VITA OPTIONAL VOICE CENTRANET FEATURES:				2.2.4
	CentraNet Feature Package 1000	Tariff Pricing	Tariff Pricing		2.2.4.1
	CentraNet Optional - Feature Series 2000	Tariff Pricing	Tariff Pricing		2.2.4.2
	CentraNet Optional - Feature Series 3000	Tariff Pricing	Tariff Pricing		2.2.4.3
	CentraNet - Optional CLASS Feature Package	Tariff Pricing	Tariff Pricing		2.2.4.4
	CentraNet - Optional Miscellaneous CLASS Features	Tariff Pricing	Tariff Pricing		2.2.4.5

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<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	CentraNet - Optional Customer Group (System) Features	Tariff Pricing	Tariff Pricing		2.2.4.6
<i>Verizon South</i>	DIGITAL VOICE CENTRANET SERVICE				2.2.5
	Digital Voice Line	Tariff Pricing	Tariff Pricing		
<i>Verizon Virginia</i>	BASIC PSTN FEATURES AND SERVICES				
	<i>Analog Trunks</i>	Tariff Pricing	Tariff Pricing	Per Trunk	2.3.1
	<i>Analog Business Line (POTS)</i>				2.3.2
	Message/Measured	Tariff Pricing	Tariff Pricing	Per Line	
	Flat Rated	Tariff Pricing	Tariff Pricing	Per Line	
	<i>DID Station Number</i>				2.3.3
		Tariff Pricing	Tariff Pricing	Per Trunk	
	<i>DID Trunks</i>				2.3.4
		Tariff Pricing	Tariff Pricing	Per Trunk	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>Digital Handoff Local Access Service</i>				2.3.5
	Multiplex	Tariff Pricing	Tariff Pricing	Per Facility	
	Dedicated	Tariff Pricing	Tariff Pricing	Per Facility	
	Local Service (i.e. Centrex, POTS, Circuits) Riding DHO	Tariff Pricing	Tariff Pricing	Per Channel	
	<i>DIOD (2-Way) Trunks</i>				2.3.6
		Tariff Pricing	Tariff Pricing	Per Trunk	
	<i>Private Switch/Automatic Location Identification (PS/ALI)</i>				2.3.7
	PS/ALI 911 Network access trunk (per trunk - minimum 2)	ICB Process	ICB Process	Per Trunk	
	PS/ALI Database maintenance and management (per 100 or fraction thereof, records on file)	ICB Process	ICB Process	Per 100 or Fraction thereof, records on file	
	<i>Single Line Business ISDN (POTS)</i>				2.3.8
		Tariff Pricing	Tariff Pricing	Per Pipe	
	<i>Switched Redirect/Custom Redirect</i>				2.3.9
		Tariff Pricing	Tariff Pricing	Per Arrangement and Feature	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	EXTENDED LOCAL SERVICE				2.3.10
	ELS service added to each line by exchange; Applies to Tariff Pricing rated services	Tariff Pricing	Tariff Pricing	Per Line/Per Pipe	
Centrex Network Management (Verizon Virginia)					
	CMAC/MACSTAR				2.4
	Establishment New Data Base	\$0.09	\$7,000.00	Per Central Office	
Verizon Virginia	IntelliLinQ ISDN PRI				2.5
Verizon Virginia/Verizon South	IntelliLinQ PRI Flat Rate Service	\$650.00	\$0.00	Per PRI	2.5.2
Verizon Virginia Only	IntelliLinQ PRI Message/Measured Service	\$370.00	\$700.00	Per PRI	2.5.3
	IntelliLinQ ISDN PRI Optional Features/Services				
	Feature Package I	\$105.00	\$100.00	Per Package	2.5.4.1
	Feature Package II	\$235.00	\$100.00	Per Package	2.5.4.2
	Call-By-Call Service Selection	\$56.00	\$100.00	Per Service Selection	2.5.4.3
	Calling Line Identification	\$72.00	\$100.00	Per PRI Arrangement	2.5.4.4
	Calling Line Identification Deluxe	\$47.65	\$0.00	Per PRI Arrangement	2.5.4.5
	DID Trunk Termination Package	\$114.00	\$100.00	Per PRI Arrangement	2.5.4.6
	Individual Additional Telephone Numbers	\$2.00	\$0.00	Per Number	2.5.4.7
	IntelliLinQ PRI Reconfiguration Charges	\$0.00	\$50.00	Per PRI Arrangement	2.5.4.8
	Modified Redirecting Number	\$25.00	\$0.00	Per Number	2.5.4.9
	Redirecting Number	\$17.65	\$0.00	Per Number	2.5.4.10
	Two B Channel Transfer	\$60.00	\$0.00	Per PRI Arrangement	2.5.4.11

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	Type B / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	Premium Voice Messaging				2.6.3.4
	Type C / 15 minutes	\$3.75	\$18.75	Per Mailbox	
	Type D / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	Messaging Only				2.6.3.5
	Type E / 15 minutes	\$3.50	\$18.75	Per Mailbox	
	Type F / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	Enhanced Call Processing Application Mailboxes				2.6.3.6
	FaxAgent Mailbox	\$3.25	\$18.75	Per Mailbox	
	Voice Forms Mailbox	\$4.00	\$18.75	Per Mailbox	
	Voice Forms Transcriber Mailbox	\$4.00	\$18.75	Per Mailbox	
	Information Center (Listen Only) Mailbox	\$4.00	\$18.75	Per Mailbox	
	Information Center w/ Reply Mailbox	\$11.00	\$18.75	Per Mailbox	
	Automated Attendant	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu Mailbox	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu + Extension	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu + Mailbox Mailboxes	\$8.00	\$18.75	Per Mailbox	
	Transfer Service Mailboxes	\$3.75	\$18.75	Per Mailbox	
	Standalone FaxAgent	\$8.00	\$18.75	Per Mailbox	
	FaxStation Mailbox	\$8.00	\$18.75	Per Mailbox	

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<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>Additional Features:</i>				
	Outcalling Notification	\$3.00	\$18.75	Per Arrangement	2.6.4.1
	Pager Notification	\$0.00	\$0.00	Per Mailbox	2.6.4.2
	CPE Initiated Networking Capability	\$135.00	\$180.00	Per Arrangement	2.6.4.3
	Dedicated Access/ECP	\$150.00	\$26.80	Per Port	2.6.4.4
	Dedicated Storage/add'l storage per hour	\$59.00	\$18.75	Per Hour	2.6.4.5
	Reestablish Password	\$0.00	\$10.00	Per Password	2.6.4.6
	Mailbox Change/Rearrangement	\$0.00	\$18.75	Per Change Rearrangement	2.6.4.7
DATA NETWORK SERVICES					
					2.7
<i>Verizon Virginia</i>	<i>DS-3 Service</i>				2.7.1
	Channel Termination	\$1,550.00	\$1,800.00	Per Termination	
	Mileage	\$764.74	\$0.00	Fixed	
		\$85.00	\$0.00	Per Mile	
<i>Verizon Virginia</i>	<i>DS-1 Channel Termination Intrastate 217 Tariff</i>				2.7.1.1
	Channel Termination	\$221.00	\$505.89		
	Mileage Bands: 0 to 4	\$27.11	\$0.00	Fixed	
	Plus	\$26.25	\$0.00	Per Mile	
	4 to 8	\$70.58	\$0.00	Fixed	
	Plus	\$27.71	\$0.00	Per Mile	
	8 to 25	\$129.98	\$0.00	Fixed	
	Plus	\$30.63	\$0.00	Per Mile	
	25 to 50	\$129.98	\$0.00	Fixed	
	Plus	\$32.76	\$0.00	Per Mile	
	Over 50	\$129.98	\$0.00	Fixed	
	Plus	\$32.76	\$0.00	Per Mile	

VITA/VERIZON AGREEMENTS

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<i>Verizon Virginia</i>	<i>DS-I Channel Termination IntraLATA 204 Tariff</i>				2.7.1.1
	Channel Termination	\$146.00	\$513.17		
	Mileage Band	\$34.37	\$0.00	Fixed	
	Plus	\$20.62	\$0.00	Per Mile	
<i>Verizon Virginia</i>	<i>DDS-56K</i>				2.7.3.1
	Channel Termination	\$60.68	\$457.63		
	Mileage Band				
	1 to 4	\$83.03	\$0.00	Fixed	
	Plus	\$4.86	\$0.00	Per Mile	
	4 to 8	\$83.03	\$0.00	Fixed	
	Plus	\$4.86	\$0.00	Per Mile	
	8 to 25	\$89.39	\$0.00	Fixed	
	Plus	\$2.18	\$0.00	Per Mile	
	Over 25	\$108.81	\$0.00	Fixed	
	Plus	\$1.23	\$0.00	Per Mile	
<i>Verizon Virginia</i>	<i>DDS-56K Type I Channel</i>				2.7.3.3
	Channel Termination	\$141.31	\$350.00		
<i>Verizon Virginia</i>	<i>DDS-56K Type II Channel</i>				2.7.3.5
	Channel Termination	\$142.98	\$350.00		
	Mileage Band	\$1.50	\$0.00	Per Mile	
<i>Verizon Virginia/Verizon South</i>	<i>Frame Relay</i>				2.7.4
	<i>Service Level:</i>				
	56 Kbps	\$135.00	\$800.00	Per UNI	
	1.535 Mbps	\$345.00	\$1,000.00	Per UNI	
	<i>Additional Services:</i>				
	Add'l PVCs Assigned	\$1.25	\$5.00	Per PVC	

VITA/VERIZON AGREEMENTS

<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
	Group Address	\$0.00	\$50.00	Per Group	
	Add'l Committed Information Rate (Per PVC): 56/64 Kbps access Line	\$5.00	\$0.00	Per PVC	
	8K, 16K, 28K, 32K	\$5.00	\$0.00	Per PVC	
	<i>Add'l Committed Information Rate (Per PVC) 1.536 Mbps Access Line:</i>				
	56/64K	\$2.00	\$0.00	Per PVC	
	128K	\$4.00	\$0.00	Per PVC	
	192K	\$7.00	\$0.00	Per PVC	
	256K	\$9.00	\$0.00	Per PVC	
	384K	\$12.00	\$0.00	Per PVC	
	512K	\$25.00	\$0.00	Per PVC	
	Administrative Charge	\$0.00	\$50.00		
	4 Mbps Frame Relay Circuit	\$3,000.00	\$2,000.00	Per UNI	
	6 Mbps Frame Relay Circuit	\$3,300.00	\$2,000.00	Per UNI	
	22.5 Mbps Frame Relay Circuit	\$3,900.00	\$2,000.00	Per UNI	
	45 Mbps Frame Relay Circuit	\$4,600.00	\$2,000.00	Per UNI	
Verizon Virginia/Verizon South	ATM				2.7.5
	DS1 UNI	\$350.00	\$500.00	Per UNI	
	DS3 UNI	\$2,890.00	\$1,000.00	Per UNI	
	OC3 UNI	\$6,120.00	\$2,000.00	Per UNI	

VITA/VERIZON AGREEMENTS

<i>Service Definition</i>	<i>Description</i>	Monthly	One-time	Unit	Section Number
<i>Verizon Virginia/Verizon South</i>	FRASI				2.7.6
	56k Frame Relay	\$150.00	\$800.00	Per UNI	
	DS1 Frame Relay	\$380.00	\$1,000.00	Per UNI	
	4 Mbps	\$2,300.00	\$2,000.00	Per UNI	
	6 Mbps	\$2,600.00	\$2,000.00	Per UNI	
	22.5 Mbps	\$3,000.00	\$2,000.00	Per UNI	
	45 Mbps	\$3,800.00	\$2,000.00	Per UNI	
	Additional Services and Committed Information Rate rates same as listed in section 2.7.4 above				
<i>Verizon Virginia/Verizon South</i>	TLS				2.7.7
	Full Duplex 10 Mbps	\$800.00	\$100.00	Per Location	
	100 Mbps	\$2,100.00	\$100.00	Per Location	
	1000 Mbps, GigE	\$3,800.00	\$100.00	Per Location	
CUSTOM DATA SERVICES					
<i>Verizon Virginia/Verizon South</i>	Custom Broadband Services				2.8.1
		ICB Process	ICB Process		
 					
 					

VITA/VERIZON AGREEMENTS

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<i>Verizon Virginia/Verizon South</i>	<i>Other Charges and Credits</i>				
	Service Order Charge	\$200.00		Per Business Day	3.5
	EXPEDITE CHARGES- CHARGES ARE PER ORDER				
	Basic Voice Centrex, Business Pots Line, VITA Standard and Enhanced AnalogVoice Centrex & CentraNet, Dormitory Voice Centrex & CentraNet, IntelliLinq – BRI / PRI and all Voice Mail services that carry an installation charge.		\$200.00		
	Analog Trunks, DS-1, DDS-56K, TLS		\$500.00		
	DS-3, Frame Relay, ATM, FRASI, SONET		\$2,000.00		
	VITA Analog Centrex Credit (Verizon Virginia Only)	\$1.08		Per Line	

Notes:

- 1) Special Construction, where applicable, will be quoted separately.
- 2) **Charges above do not include any applicable taxes and surcharges, which will be billed separately in accordance with applicable regulations. Because the Commonwealth is currently exempt from the Federal Universal Services Fee (FUSF), it will not be billed. In the event new applicable taxes or surcharges are to be charged, Verizon will provide notice at the earlier of thirty (30) days, or the time required by the Commissions, to assist VITA in educating its Users.**