



Commonwealth of Virginia
Department of Information Technology

APPLICATION SERVICE PROVIDER (ASP)

Optional Use Contract

Date: February 22, 2005

Contract #: VA-030916-SPNT

Authorized User: State Agencies, Institutions and Other Public Bodies

Contractor: Central Telephone Company of Virginia (SPRINT)
6200 Sprint Parkway
Overland Park, KS 66251

FIN: 97-1731900

Contact Person: "See Attached"

E-Mail Orders to: "See Attached"

Fax orders to: "See Attached"

Term: December 10, 2004 – December 9, 2005

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Joe Parr, CPPO, VCO
Technical Contract Engineer
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov
Fax: 804-371-5969

Doug Leslie
Phone: 804-371-5123
Email: doug.leslie@vita.virginia.gov
Fax: 804-371-5969

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>

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

6. CONTRACTOR POINTS OF CONTACT

Primary Sprint Contact

Mark Roberson, Enterprise Acct Mgr.
CENTRAL TELEPHONE COMPANY OF VA
2211 Hydraulic Road
Charlottesville, VA 22901
T: (434) 971-2710
C: (434) 825-1105
F: (434) 971-2705
Email: mark.roberson@mail.sprint.com
Web: <http://www.sprint.com/>

Primary Support Contact

Steve Kirchner
Dir. Cust Service - LearningStation, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, NC 28217
Toll-Free: (888) 679-7058
Tel: (704) 926-5348
Fax: (704) 926-5401
Email: steve.kirchner@learningstation.com
Cust Spt: lscsupport@learningstation.com
Web: <http://www.learningstation.com/>

Sales Support Contact

Connie Sheets, Sales Assistant
CENTRAL TELEPHONE COMPANY OF VA
112 6th Street
Bristol, TN 37620
Tel: (423) 989-2266
Email: Connie.Sheets@mail.sprint.com
Web: <http://www.sprint.com/>

Secondary Sprint Contact

Gordon Weedon, Gov't Channels Mgr.
CENTRAL TELEPHONE COMPANY OF VA
112 6th Street
Bristol, TN 37620
T: (888) 394-7039
T: (423) 989-2255
F: (423) 989-2218
Email: gordon.weedon@mail.sprint.com
Web: <http://www.sprint.com/>

Secondary Support Contact

Jim Kirchner
President, LearningStation, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, NC 28217
Toll-Free: (888) 679-7058
Tel: (704) 926-5320
Fax: (704) 926-5401
Mobile: (704) 293-5461
Email: jim.kirchner@learningstation.com
Web: <http://www.learningstation.com/>

E-Rate Contact and Forms

Universal Service Administrative Company
Schools and Libraries Division
P.O. Box 7026
Lawrence, KS 66044-7026
Toll Free: (888) 203-8100
Local Tel: (703) 322-5100
Toll-free Fax: 888-276-8736
Email: customerservice@bcd.universalservice.org
question@universalservice.org
Web/Forms: <http://www.sl.universalservice.org/>

**MODIFICATION # 2
TO
CONTRACT NUMBER VA-030916-SPNT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SPRINT**

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 SPRINT hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-030916-SPNT, as modified.

Both of the above referenced parties agree to the following:

Reference: Page 11 of 22, Paragraph 30 entitled "Term":

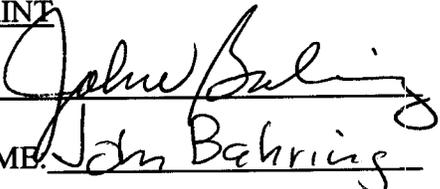
The term of Contract VA-030916-SPNT shall be extended from November 13, 2004 through November 12, 2005.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030916-SPNT 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.

SPRINT

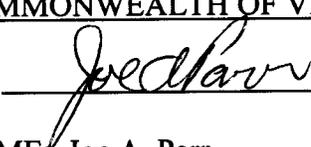
BY: 

NAME: John Behring

TITLE: Sr Contract Administrator

DATE: 2/15/05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 2/17/05

**CONTRACT VA-030916-SPNT
MASTER AGREEMENT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CENTRAL TELEPHONE COMPANY OF VIRGINIA
(a.k.a. SPRINT)**

1. SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency) and CENTRAL TELEPHONE COMPANY OF VIRGINIA (the "Contractor" or "SPRINT"), a wholly-owned subsidiary of SPRINT CORPORATION, a Kansas corporation having its principal place of business at 6200 Sprint Parkway, Overland Park, KS 66251, for the establishment of an Application Service Provider (ASP) to provide K-12 educational software, licensing and support to educational institutions throughout the Commonwealth, hereinafter referred to as "Authorized Users," through a website-based subscription service (the "Service" or "Services") at discounted pricing pursuant to the Commonwealth's Request For Proposals #2003-021, dated March 31, 2003 (the "RFP") and the Contractor's proposal, dated April 29, 2003 in response thereto.

Upon award, all orders for Software and Services will be placed directly with the Contractor by Authorized Users.

The Virginia General Assembly has passed legislation abolishing the Department of information Technology as of July 1, 2003. All activities and functions of the Department of Information Technology ("DIT") have been consolidated into a new agency named the Virginia Information Technologies Agency ("VITA"). Therefore, for purposes of this Agreement all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

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

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this Agreement consisting of and in order of precedence, paragraphs numbered 1 through 59, Attachment A to this Agreement, entitled "*Product Pricing*" and Attachment B to this Agreement entitled "*Universal Service Fund Schools And Libraries Funding Program Addendum*"; and (2) all executed Orders and Attachments

referencing this Agreement. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of 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.

3. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.dgs.state.va.us/dps> under "Manuals."

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting 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 shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they 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. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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 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.

6. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have 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. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do 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.

8. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are 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.

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. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

11. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

12. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

13. 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.

14. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or

disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

15. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

16. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from <http://www.eva.state.va.us/>. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from <http://www.eva.state.va.us/>.

17. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

18. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will 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.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

19. ORDERS

Authorized ordering officials representing the “Authorized Users” of this Contract may order Software or Services from this Contract by one of the following Order methods:

- A. eVA: An order placed through the eVA electronic procurement website portal <http://www.eva.state.va.us>
- B. Purchase Order (PO): An official PO form issued by an Authorized User.
- C. Delivery Order (DO): A DO issued by the Supply Chain Management directorate (“SCM”), VITA.
- D. Charge/Credit Card:

- 1) Any order/payment transaction processed through the Commonwealth's Contract with American Express (AMEX). Each Commonwealth Charge Card Order must not exceed \$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
- 2) Any other order/payment charge or credit card process, e.g. AMEX, MASTERCARD, or VISA, under Contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for Software, and Services that are available under this Agreement. Notwithstanding the section herein, entitled Modifications, no Authorized User shall have the authority to modify this Contract.

Orders cancelled less than 30 business days before the delivery dates maybe subject to a late cancellation fee equal to the lesser of 25% of the purchase price or any costs imposed on Sprint by third parties as a direct result of the Authorized User's late cancellation, provided that appropriate documentation is provided by Sprint to the Authorized User for review in advance of the collection of such fees.

Contractor may terminate an Order submitted under this Agreement with 30 days' written notice to the Authorized User if Contractor is unable to procure the Product(s) from its vendor.

An Authorized User cannot add additional Products to originals orders that are being delivered less than 30 business days before the Delivery Date of the original Order. Authorized user will be required to issue a new Order. No refunds will be issued based on a change to the original or new Order if licenses or sublicenses are not deployed.

If an Authorized User cancels all or any portion of an Order during the Contract Term, the Authorized User will remain liable for payment of the entire Order and no refunds will be issued for advance payments.

Contractor warrants that, except as specifically agreed in writing all Products may be operated at any time for the convenience of the Commonwealth. Without limiting the foregoing, Contractor warrants that there are no restrictions as to consecutive hours or length of personnel shifts. The Commonwealth may make the Products available to any Commonwealth agency or any other Authorized users.

20. SERVICES DELIVERY DATE

The Contractor shall deliver Services, ready for testing, within 30 days of award of this Contract. For any individual Order for Service placed under this Agreement by an Authorized User for a specific location, the Contractor shall deliver the Service, ready for testing, within 30 days of receipt of such Order. Contractor shall continue to make available the Services for the Term and any extension thereof.

21. SOFTWARE DELIVERY DATE

The Contractor shall deliver Software within ten (10) days of receiving an Order under this Agreement. If delivery of any Software is not completed within thirty (30) days after the scheduled delivery date, an Authorized User may cancel any individual Order, without further obligation. An Authorized User may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

22. COMMENCEMENT OF ACCEPTANCE TESTING - SERVICES

The Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation that the Services are available for use by the Commonwealth. The Services shall perform to all Contractor's published specifications, and the requirements of this Agreement. The Commonwealth shall have thirty (30) days to perform any testing. After thirty (30) days, in the absence of any written documentation from the Commonwealth otherwise, the Services shall be deemed to be accepted.

23. COMMENCEMENT OF ACCEPTANCE TESTING – SOFTWARE

For any Software purchased under this Agreement, the Authorized User may test the Software for fifteen (15) consecutive days to determine that the Software meets or exceeds the Contractor's published specifications. In the absence of a writing by the Authorized User that within that fifteen (15) day period that states otherwise, the Software shall be deemed accepted by the Authorized User.

24. ACCEPTANCE - SERVICES

Services shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after ninety (90) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

25. MANUALS

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

26. PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. If within twelve (12) months following the acceptance of any Product or Service, the list price of the Product or Service is reduced below the price paid hereunder, then the difference shall be refunded to the Commonwealth. Such refund shall be made to the ordering agency or institution within thirty (30) days from the date the decrease is announced to the general public. In addition, written notification of the decrease will be provided to the VITA at the address identified herein in Attachment A.

27. PAYMENT

A. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order 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) All goods or services provided under this Contract or purchase order, 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: 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 proportionate share of 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.

28. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

29. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. 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.

30. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for one (1) year. The Commonwealth, at its sole discretion, may extend this Agreement for three (3), additional one (1) year periods. The Commonwealth shall issue a writing, a minimum of 30 days prior to the expiration of any current term that identifies the new extension.

31. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

32. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

33. MODIFICATIONS TO THE CONTRACT

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives identified in the signature blocks of this Contract or their designees. No modifications 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.

34. 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.

35. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

36. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror 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 when requiring a Contractor to obtain Commercial General Liability coverage.

37. 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 the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency 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 the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency 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, the Contracts Manager, 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 "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor'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 Contractor's remedies include the right to terminate any license or support services hereunder.

38. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and 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 five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

39. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

40. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of this section entitled "Patent/Copyright Protection".

41. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful

misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

42. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror 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 offeror 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.

43. 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:

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

44. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

45. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, VITA, and a copy of the report to the Contracts Manager, VITA, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. VITA may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

46. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay VITA, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. VITA may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from VITA that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, VITA.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

47. CREATION OF INTELLECTUAL PROPERTY

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Commonwealth. If the whole or any part of such copyrightable material cannot be deemed work made for hire, the Contractor agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than regular employees of the Contractor or Commonwealth working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the Commonwealth.

The Commonwealth shall have all rights, title and interest in or to any invention reduced to practice through the performance of this Agreement.

The Contractor hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind or

otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Agreement by the Commonwealth shall have the effect of rescinding the provisions of this Section.

48. SOFTWARE SPECIFICATION

Each software Product shall conform to all specifications published or provided by the Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.

49. LICENSED SOFTWARE

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

50. TERM OF LICENSE

Certain software licenses provided under this Agreement may be provided solely on a paid subscription-use basis. All other licenses granted under this Agreement are purchased on a non-exclusive, perpetual license basis and shall commence upon Acceptance of the software Product by the Authorized User.

Notwithstanding the foregoing, the Authorized User may terminate the license at anytime. All licenses granted to the Authorized User are for the use of the software Product at the Authorized User's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement.

51. CONFIDENTIALITY

Commonwealth agrees that when the Software Product is proprietary to Contractor and has been developed or acquired at Contractor's expense, that it shall hold and use the Software Product in the same manner as it would deal with its own confidential information. Commonwealth shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the Software Product, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

Commonwealth shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Commonwealth's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the Software Product.

The Commonwealth's obligation under this Section shall terminate three years after the Commonwealth ceases using the Software Product containing the proprietary information.

52. SOFTWARE UPGRADES

The Commonwealth shall be entitled to receive any and all upgraded versions of the Software Product that Contractor may make available in the future including any third party Software Product provided by the Contractor under this Agreement.

53. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have:

- a. Unlimited use of the Software Products on the machines for which it is acquired and on any replacement equipment;
- b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
- c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
- d. The right to copy such software for safekeeping or backup purposes;
- e. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and
- f. The Commonwealth shall have the right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this Agreement.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

54. SOFTWARE WARRANTY

Contractor warrants the physical media and the documentation will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to any Authorized User. Contractor also warrants that the Software will be free from significant defects that prevent the Software from performing substantially in the manner described in the applicable Software documentation for a period of ninety (90) days from the date of delivery to any Authorized User. At Contractor's option, provided that any non-compliance with the above Warranty is reported in writing to Contractor by an Authorized User no more than ninety (90) days following delivery of the Software, Contractor will (1) replace defective media or

documentation within five (5) calendar days after receipt of the returned Software Products, as the case may be, (2) use reasonable efforts to correct significant defects in the Software without charge, or if (1) and (2) are not commercially feasible then, (3) refund the licensee fee or the applicable portion of the subscription fee paid to Contractor by an Authorized User for the applicable copy of the Software in exchange for termination of all licenses granted to you for such copy. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO AN AUTHORIZED USER FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2 OF THE USS WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. IF APPLICABLE LAW IMPLIES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. No oral or written information or advice given by Sprint, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty. THE EXCLUSION ALSO APPLIES TO ANY OF CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS OR PROGRAM DEVELOPERS (COLLECTIVELY CALLED "SUPPLIERS").

The warranties do not cover damage or defects caused by or related to misuse, modification, accident, negligence or misapplication. Any such misuse, modification or misapplication of the Software will void this Warranty. Contractor does not warrant that the Software will work in any given database, network or network application.

55. SERVICES WARRANTY

Contractor shall deliver and maintain the Services as defined below:

a. Contractor's Services shall be warranted to operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including holidays. The cost of this Warranty is included in the recurring price, for each Service contained herein and continues throughout the life of the Service. This Warranty applies solely to Contractor's ASP Services, as delineated herein, and does not cover any service not governed by this Contract provided by any third-party, and/or provided by any End-user.

b. The Contractor shall respond Online or telephonically to reports of interruptions of Services within four (4) hours after receipt of notification from an Authorized User. Requests for support by an Authorized User may be placed via the Contractor's toll free number (1-888-679-7058) or via its email support desk at LSCUPPORT@learningstation.com.

c. Contractor shall furnish this Telephonic and Online Warranty Service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the Commonwealth. Said coverage will be a combination of live support Monday through Friday, 8:00 a.m. until 5:00 p.m. EST and after hours emergency technical assistance.

56. SERVICE TROUBLE REPORTING

Contractor shall provide a single point-of-contact (POC) for the reporting of Service problems encountered by the Commonwealth while using the Services. The POC shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. Requests for support by an Authorized User may be placed via the Contractor's toll free number (1-888-679-7058) or via its email support desk at LSCUPPORT@learningstation.com.

57. SERVICE DOWNTIME CREDITS

The Authorized User shall be rebated, or credited, a prorated portion of the applicable “Price per Site” and “Price per User” Service charges for each occurrence during which the Authorized User is denied use of Services for eight (8) hours or more during any consecutive thirty (30) day period when said denial of service is based on problems directly attributed to the Contractor’s “hosted platforms.”

The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the Services. In addition, the Commonwealth shall be rebated, or credited, all applicable monthly Service charges for any twenty-four (24) hour period of sustained outage of Services.

Denial of service issues related to the Commonwealths’ or any Authorized User’s-provided equipment (i.e. PC or laptop), software or network connections to the Internet are not covered by said rebates or credits. Contractor-provided rebates or credits shall never exceed the cost of the Services.

58. RESPONSIBILITIES OF AUTHORIZED USER

An Authorized Users must:

A. Provide Contractor with one contact name (including phone number and email address) per location and one contact name (including phone number and email address) per district for Authorized User’s Support and other administrative issues;

B. Provide Contractor with a list of names that includes each user;

C. Provide Contractor with all requested technical information required before the Products can be Delivered.

59. E-RATE

If any Contract Products or Services are eligible for E-Rate funding, and the Authorized User intends to submit an application for funding to the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”), then in addition to other forms required by the SLD, the Authorized User must complete, sign and submit to Contractor the additional agreement identified as Attachment B herein, which will apply to such purchases.

Attachment B entitled “*Universal Service Fund Schools And Libraries Program Addendum*”, is attached hereto and incorporated herein to this Agreement.

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.

**CENTRAL TELEPHONE COMPANY
OF VIRGINIA**

COMMONWEALTH OF VIRGINIA

BY: _____

BY: _____

NAME: _____

NAME: Robert E. Gleason

TITLE: _____

TITLE: Technology Contracts Mgr

DATE: _____

DATE: _____

ATTACHMENT "A"
TO
CONTRACT VA-030916-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CENTRAL TELEPHONE COMPANY OF VIRGINIA
(a.k.a. SPRINT)

PRODUCT PRICING

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-030916-SPNT between CENTRAL TELEPHONE COMPANY OF VIRGINIA and the Commonwealth of Virginia.

In the event of any discrepancy between this Attachment "A" and Contract VA-030916-SPNT, the provisions of Contract VA-030916-SPNT shall control.

1. PRICING

FOB price for all Products and Services delivered under this Agreement are identified below:

A. Empowered Education Desktop ("EDD") Services – The following pricing for Contractor's ASP ("Application Service Provider") Services entitled *Empowered Education Desktop* ("EDD") is based on a per user/per year fee, and is required for the delivery of Software Products:

Empowered Education Desktop ("EDD") Pricing*

Setup – Pricing is based on a per school site fee basis and is charged annually

<u>Number of Sites</u>	<u>Price per Site</u>
Per Site	\$1,500
<u>Number of Users</u>	<u>Price per User/per Year</u>
1 – 999	\$18
1000 – 4,999	\$16
5,000 – 9,999	\$15
10,000 – 14,999	\$14
15,000 – 19,999	\$12
20,000 +	\$10

Services include:

- 24-hour, 7 day a week access from any internet-connected device
- 10 Megs of individual storage

- Safe Search – an efficient way to use the Internet for educational research with any search engine of choice
- School Bulletin Board – An online news board for school announcements and postings
- “My Bookmarks” – Add favorite weblinks
- Administrative/Reporting capabilities – see who is using which programs, when, and for how long
- Call/Help Center – Professional and comprehensive support
- Data Center – state-of-the-art facility

For Services identified in this Agreement, Contractor warrants such Services to operate free from failure and available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including holidays. This Warranty applies solely to Contractor’s ASP Services, as delineated herein, and does not cover any service not governed by this Contract provided by any third-party, and/or provided by any End-user. The cost of this Warranty is included in the recurring price, for each Service contained herein and continues throughout the life of the Service. The Contractor shall respond Online or telephonically to reports of interruptions of Services within four (4) hours after receipt of notification from an Authorized User. Requests for support by an Authorized User may be placed via the Contractor's toll free number (1-888-679-7058) or via its email support desk at LSCUPPORT@learningstation.com. Contractor shall furnish this Telephonic and Online Warranty Service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the Commonwealth. Said coverage will be a combination of live support Monday through Friday, 8:00 a.m. until 5:00 p.m. EST and after hours emergency technical assistance.

B. K-12 Educational Software Products – Software Product pricing is based on a percentage discount off of Publishers’ List Pricing for individual software titles and the Software Publishers offered and listed in the following Tables. Listed publisher discounts only apply to content delivered via the ASP model. This pricing does not apply to publishers’ offerings that are not delivered via this ASP model. This same percentage off of Publishers’ List Pricing will be extended for Maintenance/Support of a product, as was offered on the original purchase of that software product. All orders for Software and Services will be placed directly with the Contractor by Authorized Users.

For Software Products identified in this Agreement, Contractor warrants the operation of such Software Products for a minimum of twelve (12) months (or such longer period as may be agreed to) after installation. Software Products that fail to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor shall replace any non-conforming Software Product within five (5) calendar days after receipt of the returned Software Products. Warranty Service includes detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Warranty charges include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the Products in accordance with Contractor's published specifications.

All other features, performance specifications and characteristics, warranty, maintenance and support requirements shall be in accordance with Contract VA-030916-SPNT.

TABLE 1 - CONTRACT PRICE DISCOUNT FROM PUBLISHERS' LIST PRICE

ABC-CLIO Inc.	20%
AccuNet/AP Multimedia Archive	8%
Achievement Technologies	13%
AIMS Multimedia	10%
Anotek	17%
APTE Inc.	5%
Barnum Software	20%
Boxer Learning, Inc.	10%
BrainPOP	7%
Britannica Software	7%
Bytes of Learning, Inc.	5-10%
Click and Learn Software	13%
Cognisience Publisher	10%
Cognitive Concepts, Inc.	5%
Compass Learning	8%
Cradleboard Teaching Project	2%
Crick Software Inc.	10%
Crocodile Clips Ltd.	2%
Curious Company	20%
CyberEd	7%
Digital Education Productions	10%
Digital Frog International Incorporated	5%
Discovery Channel	7%

DK Interactive	5%
EBSCO Publishing	13%
Edmark Corporation	12%
Edu2000 America	17%
Educational Activities Software	20%
EduOle	10%
EdVenture Software	7.5%
EME Corporation	10%
FableVision, LLC	15%
Familiar Tales, Inc.	Free
Forest Technologies	4%
Gemteq Software Inc.	2%
Grolier Interactive Inc.	7.5%
Heartsoft	10%
Hotmath, Inc.	8%
Image Factory, Inc	10%
Inspiration Software, Inc.	10%
Jason Foundation for Education	No Charge
Knowledge Adventure, Inc.	5-10%
Learner Educational Software International	10%
Learning Company School	12%
Learning Upgrade LLC	10%
Let's Go Learn, Inc.	13%

Lyceum Communications LLC	10%
Macmillan Publishing Co.	No Charge
Math-Kal Educational Software Ltd.	10%
Mathscribe, Inc.	No Charge
MathXpert Inc.	13%
McLean Media	2%
MegaSystems USA	5%
Microsoft Corp.	0%
Mindplay	13%
Nectar Foundation	20%
New Century Education	2%
New Forum Publishers, Inc.	5%
Nordic Software	10%
Ohio Distinctive Software	10%
Optimum Resource, Inc.	10%
Oxford University Press	12%
Pentewa Interactive	7%
Plato Learning, Inc.	10%
Rainbow Educational Media	4%
Ramphastos	2%
Renaissance Learning, Inc.	5%
Riverside Scientific	10%
Roth Publishing, Inc.	2%

Safety Tots International	7%
Scholastic Inc.	6%
Siboney Learning Group	20%
Sienna Software, Inc.	2%
SimBiotic Software	10%
Steck-Vaughn Company	2%
StepWare, Inc.	10%
Sunburst Technology	5%
SVE & Churchill Media	13%
T.I. Multimedia	2%
Teknimedia Corporation	10%
TestU	13%
The Princeton Review	5%
Thomas S. Klise Company	7%
Tivola	6%
Tom Snyder Productions	5%
Tool Factory, Inc.	15%
Tyndal Stone Media	12%
Videodiscovery, Inc.	2%
Visions Technology	7.5%
Wildridge Software Inc.	5%
WorldView Software	2%

TABLE 2 - ADDITIONAL APPLICATIONS WITH CONTRACT DISCOUNT FROM PUBLISHERS' LIST PRICE

Publisher	Title	Discount from List
Adam	Adam Online Anatomy	10%
Adam	The Body Guide Online	10%
ALFY	Clever Island: School Day Only	10%
Brainium	Brainium	13%
Broad Education	AdventureOnline.com	13%
Broad Education	APlusStudent.com (Elementary)	13%
Broad Education	APlusStudent.com (Middle)	13%
Broad Education	APlusStudent.com (High)	13%
Broad Education	Versatiles Math	13%
Broad Education	Versatiles Phonics	13%
Broad Education	Adventure Trails	13%
Broad Education	Ingenuity Works Astronomy	13%
Broad Education	XSIQ Biology	13%
Broad Education	XSIQ Chemistry	13%
Broad Education	XSIQ Physics	13%
Broad Education	XSIQ English	13%
Distance Learning	General English Training-Beginner - Platinum	13%
Distance Learning	General English Training - Upper Elementary - Platinum	13%
Distance Learning	General English Training -Intermediate- Platinum	13%
Distance Learning	General English Training - Advanced Platinum	13%
Distance Learning	General English Training-Beginner - Gold	13%
Distance Learning	General English Training - Upper Elementary - Gold	13%
Distance Learning	General English Training -Intermediate- Gold	13%
Distance Learning	General English Training - Advanced - Gold	13%
Distance Learning	Custom School - Enterprise Edition One time fee	13%
Distance Learning	Monthly Access Charges - first 4000 students (Enterprise Edition)	13%

Distance Learning	Each Additional Student over 4000 (Enterprise Edition)	13%
Distance Learning	Custom School - Standard Edition	13%
Distance Learning	Custom Enterprise School - Additional Year	13%
Distance Learning	Custom Standard School - Additional Year	13%
Distance Learning	Stand Alone Placement Test	13%
DeMarque, Inc.	TypingPal	10%
Education On-line	OWL Grade 3	13%
Education On-line	OWL 3 Teacher Notes	13%
Education On-line	OWL 3 Printable: Progress Sheets; Response Activity Sheets; Webstory Logs	13%
Education On-line	OWL 3 Printable: 210 Additional Exercises	13%
Education On-line	OWL 3 Parent Notes	13%
Education On-line	OWL 3 All Support Documents	13%
Education On-line	OWL Grade 4	13%
Education On-line	OWL 4 Teacher Notes	13%
Education On-line	OWL 4 Printable: Progress Sheets; Response Activity Sheets; Webstory Logs	13%
Education On-line	OWL 4 Printable: 210 Additional Exercises	13%
Education On-line	OWL 4 Parent Notes	13%
Education On-line	OWL 4 All Support Documents	13%
Education On-line	OWL Grade 5	13%
Education On-line	OWL 5 Teacher Notes	13%
Education On-line	OWL 5 Printable: Progress Sheets; Response Activity Sheets; Webstory Logs	13%
Education On-line	OWL 5 Printable: 210 Additional Exercises	13%
Education On-line	OWL 5 Parent Notes	13%
Education On-line	OWL 5 All Support Documents	13%
Education On-line	OWL Grade 6	13%
Education On-line	OWL 6 Teacher Notes	13%
Education On-line	OWL 6 Printable: Progress Sheets; Response Activity Sheets; Webstory Logs	13%
Education On-line	OWL 6 Printable: 210 Additional Exercises	13%

Education On-line	OWL 6 Parent Notes	13%
Education On-line	OWL 6 All Support Documents	13%
Innova Multimedia	Poetry in a Nutshell	15%
Innova Multimedia	Whale of a Tale Series	15%
Softease	TextEase	16%
StageCast	StageCast Creator 2.0	10%
Sunbay Software	Help with English 0-1000 Users	13%
Sunbay Software	Help with English 1001-5000 Users	13%
Sunbay Software	Help with English 5001-10000 Users	13%
Sunbay Software	Help with English 10001-15000 Users	13%
Sunbay Software	Help with English 15001-20000 Users	13%
Sunbay Software	Help with English 20001 + Users	13%
Pencil Group	Pencil Village (With Video Resource Finder)	8%
Maps.com	Maps101	13%
Thinkwave	ThinkWave Web Educator (0-99)	12%
Thinkwave	ThinkWave Web Educator (100-199)	12%
Thinkwave	ThinkWave Web Educator (200-299)	12%
Thinkwave	ThinkWave Web Educator (300-499)	12%
Thinkwave	ThinkWave Web Educator (Over 500 Users)	12%

TABLE 3 - ADDITIONAL CONTRACT PUBLISHER APPLICATIONS

Title	Price	Licensing
Education Desktop - School Customization	\$1,000.00	One-Time per Site
LSMail with 10MB Storage/User	\$9.00	Per User per Year
AppCache Encapsulation - Requires pre-approval of application	\$5,000.00	One-Time per Application
Professional Development Workshop-1/2-Day: Limited to 20-Participants	\$2,000.00	One-Time per Session
Professional Development Workshop-1-Day: Limited to 20-Participants	\$3,000.00	One-Time per Session
Professional Development Workshop-2-Day: Limited to 20-Participants	\$4,750.00	One-Time per Session

Professional Development Workshop-3-Day: Limited to 20-Participants	\$6,000.00	One-Time per Session
District Assessment and Alignment Recommendations--estimated 4 - 5 days needed per district. Travel expenditures not included	\$3,000.00	One-Time per Day
District Technology Integration Training--up to 20 participants. Travel and course expenditures not included	\$3,000.00	One-Time per Day
On-going Support and Mentoring for Lead Teachers	\$295.00	Per Teacher per Month
Open Office*** (AppCache)	\$2.50	Per User per Year
AppTrax -Local application integration	\$150.00	Per Site per Application
AppTrax--Local application integration (over 10 applications)	\$75.00	Per Site per 10 Applications
Standard Alignment Tool	\$2.00	Per User per Year

TABLE 4 - PUBLISHERS/APPLICATIONS WITHOUT PUBLISHED LIST PRICING

Publisher	Software, Reference, Courseware, Resource	Licensing	Recommended List Pricing
A.D.A.M.	ADAM Online Anatomy	Desktop	\$175.00
A.D.A.M.	The Body Guide Online	Desktop	\$100.00
Accunet/AP Multimedia Archive	AP Multimedia Archive (9-12)	Site	\$1,900.00
Accunet/AP Multimedia Archive	AP Multimedia Archive (Middle School)	Site	\$1,200.00
Accunet/AP Multimedia Archive	AP Multimedia Archive (Elementary School)	Site	\$550.00
Achievement Technologies	SkillsTutor Basic - 8 Modules - One Year	Site	\$3,995.00
Achievement Technologies	SkillsTutor Enhanced - 11 Modules - One Year	Site	\$5,495.00
Achievement Technologies	SkillsTutor Deluxe - 17 Modules - One Year	Site	\$7,995.00
Achievement Technologies	Additional Module for 1 Year Subscription	Site	\$500.00
Achievement Technologies	SkillsTutor Rural Basic (minimum sale \$2750)	User	\$20.00
Achievement Technologies	SkillsTutor Rural Deluxe (minimum sale \$2750)	User	\$40.00
Achievement Technologies	SkillsTutor Basic - 8 Modules - Two Years	Site	\$7,495.00
Achievement Technologies	SkillsTutor Enhanced - 11 Modules - Two Years	Site	\$9,995.00
Achievement Technologies	SkillsTutor Deluxe - 17 Modules - Two Years	Site	\$14,495.00
Achievement Technologies	Additional Module for 2 Year Subscription	Site	\$1,000.00
Achievement Technologies	Learning Milestones Basic - 5 Modules	Site	\$2,500.00
Achievement Technologies	Learning Milestones Deluxe - all 7 modules	Site	\$3,500.00

Achievement Technologies	Learning Milestones Basic - 5 Modules	Site	\$4,500.00
Achievement Technologies	Learning Milestones Deluxe - all 7 modules	Site	\$6,300.00
Achievement Technologies	K-2 Learning Milestones	Site	\$995.00
Achievement Technologies	K-2 Learning Milestones	Site	\$1,795.00
Achievement Technologies	Assessment Readiness 8th Grade Test 1Year	Site	\$2,500.00
Achievement Technologies	Assessment Readiness 8th Grade Test 2 Year	Site	\$4,000.00
Achievement Technologies	Assessment Readiness Exit Exam 1 Year	Site	\$2,500.00
Achievement Technologies	Assessment Readiness Exit Exam 2 Year	Site	\$4,000.00
Achievement Technologies	Skillstutor Basic and Assessment Readiness 1 Year	Site	\$5,995.00
Achievement Technologies	Skillstutor Basic and Assessment Readiness 2 Year	Site	\$10,495.00
Alfy	Clever Island: School Day Only	User	\$14.00
Boxer Learning, Inc.	BoxerMath: Fundamental Math Classroom (Minimum Order 35, Maximum 105)	Unit	\$10.00
Boxer Learning, Inc.	BoxerMath: Secondary Math Classroom (Minimum Order 35, Maximum 105)	Unit	\$15.00
Boxer Learning, Inc.	BoxerMath: Complete Course Classroom (Minimum Order 35, Maximum 105)	Unit	\$20.00
Boxer Learning, Inc.	BoxerMath: Fundamental Math Building License -- Includes one-day Professional Development Session for 15 Teachers	Building	\$3,000.00
Boxer Learning, Inc.	BoxerMath: Secondary Math Classroom (Minimum Order 10, Maximum 105)	Building	\$4,500.00
Boxer Learning, Inc.	BoxerMath: Complete Course Classroom (Minimum Order 10, Maximum 105)	Building	\$5,500.00
Brainium	Brainium	User	\$2.00
Broad Education	AdventureOnline.com	User	\$1.50
Broad Education	APlusStudent.com (Elementary)	User	\$3.00
Broad Education	APlusStudent.com (Middle)	User	\$3.00
Broad Education	APlusStudent.com (High)	User	\$3.00
Broad Education	Versatiles Math	User	\$3.00
Broad Education	Versatiles Phonics	User	\$3.00
Broad Education	Adventure Trails	User	\$1.50
Broad Education	Ingenuity Works Astronomy	User	\$1.50
Broad Education	XSIQ Biology	User	\$3.00
Broad Education	XSIQ Chemistry	User	\$3.00
Broad Education	XSIQ Physics	User	\$3.00
Broad Education	XSIQ English	User	\$3.00
Distance Learning	General English Training-Beginner -	User	\$85.00

	Platinum		
Distance Learning	General English Training - Upper Elementary - Platinum	User	\$85.00
Distance Learning	General English Training -Intermediate-Platinum	User	\$85.00
Distance Learning	General English Training - Advanced Platinum	User	\$85.00
Distance Learning	General English Training-Beginner - Gold	User	\$65.00
Distance Learning	General English Training - Upper Elementary - Gold	User	\$65.00
Distance Learning	General English Training -Intermediate-Gold	User	\$65.00
Distance Learning	General English Training - Advanced - Gold	User	\$65.00
Distance Learning	Custom School - Enterprise Edition One time fee	Site	\$25,000.00
Distance Learning	Monthly Access Charges - first 4000 students (Enterprise Edition)	Site	\$1,000.00
Distance Learning	Each Additional Student over 4000 (Enterprise Edition)	Site	\$0.25
Distance Learning	Custom School - Standard Edition	Site	\$10,000.00
Distance Learning	Custom Enterprise School - Additional Year	Site	\$5,000.00
Distance Learning	Custom Standard School - Additional Year	Site	\$5,000.00
Distance Learning	Stand Alone Placement Test	User	\$5.00
EBSCO	EBSCOLearn Elementary Bundle - Online Reader, Ranger Rick, National Wildlife, Scientific American, Cobblestone, Biography, US News and World Report (Elementary)	Site	\$795.00
EBSCO	EBSCOLearn Middle Bundle - Online Reader, Ranger Rick, National Wildlife, Scientific American, Cobblestone, Biography, US News and World Report (Middle School)	Site	\$1,195.00
EBSCO	EBSCOLearn High Bundle - Online Reader, Ranger Rick, National Wildlife, Scientific American, Cobblestone, Biography, US News and World Report (High School)	Site	\$1,495.00
Innova Multimedia	Poetry in a Nutshell	User	\$3.00
Innova Multimedia	Whale of a Tale Series	User	\$4.00
Lyceum/Get a Clue	Get a Clue	User	\$12.00
Maps.com	Maps101	Site	\$549.00
Pencil Group	Pencil Village(With Video Resource Finder)	User	\$6.00
Pencil Group	Weekly News Feature	User	\$2.50
Princeton Review	Homeroom.com - Up to 250	Site	\$2,999.00
Princeton Review	Homeroom.com - 250-500	Site	\$3,999.00
Princeton Review	Homeroom.com - 501-1,000	Site	\$4,999.00

Princeton Review	Homeroom.com - 1,001 +	Site	\$5,999.00
StageCast (AppCache)	StageCast Creator 2.0	User	\$8.00
Softease	TextEase	User	\$5.00
Sunbay Software	Help with English 0-1000 Users	User	\$10.00
Sunbay Software	Help with English 1001-5000 Users	User	\$9.50
Sunbay Software	Help with English 5001-10000 Users	User	\$8.50
Sunbay Software	Help with English 10001-15000 Users	User	\$7.50
Sunbay Software	Help with English 15001-20000 Users	User	\$6.00
Sunbay Software	Help with English 20001 + Users	User	\$5.50
Test University	AIM *Minimum Order applies	User	\$64.95
Test University	SAT	User	\$39.95
Test University	ACT	User	\$39.95
Test University	PSAT	User	\$39.95
Test University	TOEFL	User	\$150.00
Test University	Implementation and Professional Development Workshop-1-Day	Each	\$1,800.00

2. SHIP TO / BILL TO ADDRESSES

Shipping and billing addresses will be included on the individual Orders of Authorized Users referencing this Contract.

3. DELIVERY SCHEDULE

All shipments shall be FOB destination. Shipping charges shall be included in product pricing. No additional charges are allowed. The delivery schedule shall be specified in any executed Attachment or Order referencing the Agreement, or within five (5) days After Receipt of the Order (ARO) if no date is specified. If delivery of all Products and Software is not completed within the time specified, the Commonwealth may cancel the Agreement or any individual Order without further obligation.

4. VITA POINTS OF CONTACT

Contract Administration/Compliance

Contracts Mgt/Administration, SCM
Virginia Information Technologies Agency
110 South 7th Street, East Lobby
Richmond, VA 23219-3931
T: (804) 371-5563
F: (804) 371-5969
contracts@vita.virginia.gov

Contract Information

Robert E. Gleason, VCO
Technology Contracts Manager, SCM
Virginia Information Technologies Agency
110 South 7th Street, East Lobby
Richmond, VA 23219-3931
T: (804) 371-5923
F: (804) 371-5969
robert.gleason@vita.virginia.gov

5. DEPT OF EDUCATION POINTS OF CONTACT

Joyce Faye White
Education Coordinator
Office of Educational Technology
Virginia Department of Education
804/225-2958 - ph & vmail
804/371-2455 - fax
jwhite@mail.vak12ed.edu
<http://www.pen.k12.va.us/>

6. CONTRACTOR POINTS OF CONTACT

Primary Sprint Contact

Mark Roberson, Enterprise Acct Mgr.
CENTRAL TELEPHONE COMPANY OF VA
2211 Hydraulic Road
Charlottesville, VA 22901
T: (434) 971-2710
C: (434) 825-1105
F: (434) 971-2705
Email: mark.roberson@mail.sprint.com
Web: <http://www.sprint.com/>

Primary Support Contact

Steve Kirchner
Dir. Cust Service - LearningStation, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, NC 28217
Toll-Free: (888) 679-7058
Tel: (704) 926-5348
Fax: (704) 926-5401
Email: steve.kirchner@learningstation.com
Cust Spt: lscsupport@learningstation.com
Web: <http://www.learningstation.com/>

Sales Support Contact

Connie Sheets, Sales Assistant
CENTRAL TELEPHONE COMPANY OF VA
112 6th Street
Bristol, TN 37620

Secondary Sprint Contact

Gordon Weedon, Gov't Channels Mgr.
CENTRAL TELEPHONE COMPANY OF VA
112 6th Street
Bristol, TN 37620
T: (888) 394-7039
T: (423) 989-2255
F: (423) 989-2218
Email: gordon.weedon@mail.sprint.com
Web: <http://www.sprint.com/>

Secondary Support Contact

Jim Kirchner
President, LearningStation, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, NC 28217
Toll-Free: (888) 679-7058
Tel: (704) 926-5320
Fax: (704) 926-5401
Mobile: (704) 293-5461
Email: jim.kirchner@learningstation.com
Web: <http://www.learningstation.com/>

E-Rate Contact and Forms

Universal Service Administrative Company
Schools and Libraries Division
P.O. Box 7026
Lawrence, KS 66044-7026

Tel: (423) 989-2266
Email: Connie.Sheets@mail.sprint.com
Web: <http://www.sprint.com/>

Toll Free: (888) 203-8100
Local Tel: (703) 322-5100
Toll-free Fax: 888-276-8736
Email: customerservice@bcd.universalservice.org
question@universalservice.org
Web/Forms: <http://www.sl.universalservice.org/>

ATTACHMENT "B"
TO
CONTRACT VA-030916-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CENTRAL TELEPHONE COMPANY OF VIRGINIA
(a.k.a. SPRINT)

UNIVERSAL SERVICE FUND
SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

BACKGROUND

Sprint and Authorized User plan to enter the Agreement identified above for the provision of certain telecommunications services and/or software products ("Service"), which may be eligible for discounts or other benefits ("Support") under the Universal Service Fund Schools and Libraries Program, established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission, or under state or local corollaries to the E-Rate Program. This Addendum is an integral part of the Agreement and will be deemed accepted when acknowledged by the Authorized User or once Authorized User receives Service.

TERMS AND CONDITIONS

1. **EFFECTIVE DATE OF AGREEMENT.** The term of the Agreement will begin according to the following option selected by the Authorized User:

_____ Option 1. The term will begin as stated in the Agreement. The Authorized User intends to request Support, but agrees that it will obtain and be liable for payment for Service regardless of whether it receives Support from the SLD.

_____ Option 2. The effective date of the Agreement will be the last date on which both parties have signed this Agreement and Sprint has received either the SLD's Funding Commitment Decision Letter or similar written commitment of Support from a state or local program administrator ("Funding Source"). The Authorized User will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

- _____ Option 3. The Agreement is effective on the date it is signed by both parties. Authorized User affirms that it will not request Support for Service. **The remainder of this Addendum will not apply to the Agreement if Authorized User selects Option 3.**

If there is no indication of an election under this Section, then Sprint will treat the Agreement as if the Authorized User selected Option 3.

2. APPLICATIONS FOR SUPPORT. Following execution of this Attachment B, the Authorized User agrees to take the following steps to request Support depending on the source of such funds.

- a. SLD. The Authorized User will take appropriate steps to ensure that the SLD receives a Form 471 application, and any other necessary documentation, to request Support for Service. For Service provided in multiple years, the Authorized User will submit a Form 471 each year to request Support for each future calendar year. Within five (5) days of its receipt of a Funding Commitment Decision Letter from the SLD, the Authorized User will provide Sprint with a copy of that notice and all other relevant documentation, including applicable portions of the Form 471 application. The Authorized User agrees to abide by all SLD rules and obligations for receipt of Support, including but not limited to submission of Form 486 confirming receipt of Service. These forms are available online at <http://www.sl.universalservice.org/> and where they may be completed and submitted online, or downloaded to be submitted manually.
- b. FUNDING SOURCES. The Authorized User will take all necessary steps to request Support from Funding Sources. The Authorized User will notify Sprint in writing within five (5) days of its receipt of a Support commitment from such Funding Sources, and will include a copy of its application and Funding Source documentation in such notice to Sprint. The Authorized User agrees to abide by all Funding Source rules and obligations for receipt of Support.

3. RECEIPT OF SUPPORT.

- a. SLD. The Authorized User will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the SLD of Authorized User's Form 486 filing. Upon notification, Sprint will apply discounts or reimburse Authorized User according to the Funding Commitment Decision Letter and Form 486 for Service delivered. These discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Authorized User's account or provide the Authorized User with a check corresponding to the SLD's Support commitment as calculated after providing Service.

- b. **OTHER FUNDING SOURCES.** The Authorized User will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging Authorized User's receipt of Service. Upon notification, Sprint will apply discounts or reimburse Authorized User for Service delivered under the terms of the Agreement and corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may apply a credit to an Authorized User's account or provide an Authorized User with a check corresponding to the Funding Source's Support commitment as calculated after providing Service.

4. **FAILURE TO OBTAIN SUPPORT**

- a. If, for any reason other than Sprint's material failure to deliver Service under the terms of the Agreement, the SLD or Funding Sources fail to reimburse Sprint for Service, or if the SLD or Funding Sources reclaim any portion of Support paid to Sprint on the Authorized User's behalf, then the Authorized User will reimburse Sprint for these amounts.
- b. While Sprint will use commercially reasonable efforts to assist Authorized User in requesting Support, Sprint is not responsible for Authorized User's compliance with SLD or Funding Source rules and regulations, Authorized User's applications for Support, or any decisions or actions by the SLD or Funding Sources with respect to Authorized User.

EXECUTED by the undersigned effective _____.

AUTHORIZED USER

SPRINT

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)