Commonwealth of Virginia
Virginia Information Technologies Agency

WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES

Date:	January 27, 2016
Contract #:	VA-090320-NTEW
Authorized User:	All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	nTelos Network Inc. 2704 W. Main Street Waynesboro, VA
FIN:	54-1246324
Contact Person:	Lee Ann Brooks Voice: 540-241-1900 Fax: 866-771-5079 Email: BrooksL@ntelos.com
Term:	July 1, 2015 – June 30, 2016
Payment:	Net 30 days
Pricing:	Exhibit A
TSO Template	Exhibit C

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

J. B. Edmonds
Phone: 804-416-6162
E-Mail: joseph.edmonds@vita.virginia.gov
Fax: 804-416-6361

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.

VA-090320-NTEW

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 adds handset insurance to the contract	06/18/10
2	Mod 2 adds pricing for Unlimited Everything Plan	08/19/10
3	Mod 3 adds Pay as You Go services and pricing	12/20/10
4	Mod 4 extends contract term	02/07/11
5	Mod 5 updates pricing for the Unlimited Everything Plan	08/08/11
6	Mod 6 modifies FUSF per line charge and states that contractor can provide services to agencies/institutions outside of VITA's purview as well as to agencies with a waiver from VIITA.	11/22/11
7	Mod 7 extends contract for 30 days thru 7/31/12	07/01/12
8	Mod 8 extends contract for 30 days thru 8/30/12	08/01/12
9	Mod 9 extends contract term to 6/30/13.	08/31/12
10	Mod 10 extends contract term	07/01/13
11	Mod 11 extends contract term	07/01/14
12	Mod 12 extends contract term to 6/30/16	07/02/15
13	Updated Supplier's contact info.	01/27/16

MODIFICATION 12
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2016.
2. Replace the following paragraphs:

1. PURPOSE AND SCOPE

This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to:

a. All public bodies, including VITA as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at http://www.cicv.org/Our-Colleges/Profiles.aspx.

Any reference in this contract to Subscriber or "public body" shall include Private Institutions of Higher Education to the extent allowable by the Code of Virginia.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC	**COMMONWEALTH OF VIRGINIA**
BY: Brian J O'Neil	BY:
NAME: Brian J. O'Neil	NAME: J. B. Edmonds
TITLE: EVP & General Counsel	TITLE: Manager - SCM
DATE: 7/2/2015	DATE: 7/2/15

MODIFICATION 11
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2015
2. Replace the following paragraphs:

    1. **PURPOSE AND SCOPE**
    This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to:
    a. any Public Body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia
    b. 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.".

    Any reference in this contract to Subscriber or "public body" shall include Private Institutions of Higher Education chartered in Virginia and granted Tax-Exempt status under §501(c)(3) of the Internal Revenue Code to the extent allowable by the Code of Virginia.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC

BY: Brian J. O'Neil

NAME: Brian J. O'Neil

TITLE: EVP, General Counsel

DATE: 6/30/2014

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 6/30/14

MODIFICATION 10
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION #10 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2014.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC	**COMMONWEALTH OF VIRGINIA**
BY: Conrad J. Hunter	BY: Doug Crenshaw
NAME: Conrad J. Hunter	NAME: Doug Crenshaw
TITLE: EVP, COO	TITLE: VITA Sourcing Manager
DATE: 6/28/2013	DATE: 6/28/13

MODIFICATION 9
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION #9 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2013.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC

BY: Conrad J. Hunter

NAME: Conrad J. Hunter

TITLE: COO & EVP

DATE: 8/29/12

COMMONWEALTH OF VIRGINIA

BY: Philip L. Poppert

NAME: PHILIP L. POPPERT

TITLE: DIRECTOR, SCM

DATE: 8/30/12

MODIFICATION 8
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to August 30, 2012.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC

BY: Conrad J. Hunter

NAME: Conrad J. Hunter

TITLE: EVP + COO

DATE: 7/30/12

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 7/30/12

MODIFICATION 7
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INCORPORATED

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications, Inc. hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to July 31, 2012.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC

BY: Conrad J. Hewes

NAME: Conrad J. Hewes

TITLE: EVP + COO

DATE: 6/28/12

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L PIPPERT

TITLE: DIRECTOR, SCM

DATE: 6/28/12

MODIFICATION #6
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INC.

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and nTelos Communications Inc. hereinafter referred to as "Contractor,". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents the change if FUSF from $3.21 per line to $4.18 effective upon execution
2. The Contractor may offer Services or Products to any Virginia State Government Agency, or public institution of higher education, as defined in Section 2.2-2206 of the Code of Virginia, under a contract or agreement other than this contract if any such Virginia State Government agency or public body advises the Contractor, in writing, that it is statutorily exempt from VITA Telecommunications purview for that purchase or can produce a current waiver from use of the state contract for the purchase, executed by VITA, and such transaction is within the statutory, legal and procedural requirements of the Commonwealth. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts with entities defined in Section 2.2-2006 until the expiration of the most current term or renewal. The Contractor will not knowingly provide Services to public bodies where the Contractor knows such services are required to be acquired thru this contract and an exemption has not been granted.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS, INC	**COMMONWEALTH OF VIRGINIA**
BY:	BY: Doug Crenshaw
NAME: Gerry Wilson	NAME: Doug Crenshaw
TITLE: AE Sales Manager	TITLE: VITA Sourcing mgr
DATE: 11/21/11	DATE: 11/22/11

MODIFICATION #5
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS 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 NTELOS Communications Inc., hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

Both above-referenced parties agree to the following:

Reference: Exhibit A – Pricing:

The following tables shall replace the plan of the same name in Contract Exhibit A – Pricing (As Amended by Modification #2):

Unlimited Everything Plan:

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor	Included Features	Assumptions/Restrictions
$58.50 Unlimited Everything	Monthly Access Fee	Per Month Per Phone	$58.50	None	Unlimited Voice/Unlimited Data (Phone/Smartphone/Blackberry), Unlimited Mobile to Mobile, Nights and weekends, Roaming, Long Distance and Text and Picture Messaging	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$58.50 Unlimited Everything	Overage Rate per minute	Per Minute	None	None	None.	Domestic call originates and terminates within the 48 contiguous United States.
$58.50 Unlimited Everything	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

Changes in this modification are effective upon execution.

The above plans are subject to discounts provided for in the original agreement and all other Terms and Conditions remain unchanged.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC.

BY: Jeffrey B Wilson

NAME: Jeffrey B Wilson

TITLE: VP of Sales

DATE: 8-5-11

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: ASSOCIATE DIRECTOR, SCM

DATE: 8/8/11

MODIFICATION #4
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INC.

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and NTELOS Communications Inc., hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2012.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC.	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Jeffrey B. Wilson	NAME: Susan S Woolly
TITLE: VP of Sales	TITLE: Director SCM
DATE: 2-2-11	DATE: 2/7/2011

COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

January 11, 2011

Carter Brown
nTelos Wireless
2702 W. Main Street
Waynesboro, Va 22980

Dear Mr. Conklin:

This letter is to inform you of the Commonwealth's intention to extend contract VA-090320-NTEW thru June 30, 2012. The purpose of this letter is to satisfy requirements of those users who may utilize this contract for eRate purposes in the upcoming fiscal year.

The exact terms of this contact extension will be agreed to in writing prior to the expiration of the current term.

Sincerely,

J.B. Edmonds
Telecommunications Manager

MODIFICATION #3
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS 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 NTELOS Communications Inc., hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

The purpose of this Modification #3 is to document both parties' agreement concerning the addition of new rate plan(s) to this Contract.

Both above-referenced parties agree to the following:

Reference: Exhibit A – Pricing:

The following tables shall be added to Contract Exhibit A – Pricing:

Pay as you Go:

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor	Included Features	Assumptions/Restrictions
$7.99 Pay as you Go	Monthly Access Fee	Per Month Per Phone	$7.99	None	Basic Voice mail Call Forwarding Caller ID Three-way Calling Call Waiting Nationwide Plan No included Minutes	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$7.99 Pay as you go	Overage Rate per minute	Per Minute	$0.15	None	None.	Domestic call originates and terminates within the 48 contiguous United States.
$7.99 Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

COV 200 Bulk Minute Plan

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor	Included Features	Assumptions/Restrictions
$18.72 Nation Plan	Monthly Access Fee	Per Mont Per Phone	$18.72	None	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting Unlimited Nights & Weekends 200 pooled Minutes	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$18.72 Nation Plan	Overage Rate per minute	Per Minute	.25	None	None.	Domestic call originates and terminates within the 48 contiguous United States.
$18.72Nation Plan	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

COV Unlimited National

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor	Included Features	Assumptions/Restrictions
$49.99 Unlimited National	Monthly Access Fee	Per Mont Per Phone	$49.99	None	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting Unlimited Voice Nationwide	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$49.99 Unlimited National	Overage Rate per minute	Per Minute	None	None	None.	Domestic call originates and terminates within the 48 contiguous United States.
$49.99 Unlimited National	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

Changes in this modification are effective upon execution.

The above plans are subject to discounts provided for in the original agreement and all other Terms and Conditions remain unchanged.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC.	COMMONWEALTH OF VIRGINIA
BY: Jeffrey B Wilson	BY: Susan S Woody
NAME: Jeffrey B Wilson	NAME: Susan S Woody
TITLE: VP of Sales	TITLE: Director SCM
DATE: 12-16-10	DATE: 12/20/2010

MODIFICATION #2
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS 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 NTELOS Communications Inc., hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

The purpose of this Modification #2 is to document both parties' agreement concerning the addition of a new rate plan to this Contract.

Both above-referenced parties agree to the following:

Reference: Exhibit A – Pricing:

The following table shall be added to Contract Exhibit A – Pricing:

Unlimited Everything Plan

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor	Included Features	Assumptions/Restrictions
$94.00 Unlimited Everything	Monthly Access Fee	Per Mont Per Phone	$94.00	None	Unlimited Voice/Unlimited Data (Phone/Smart Phone/BlackBerry), Unlimited Roaming/Unlimited/ Long Distance/Unlimited Text Messaging	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$94.00 Unlimited Everything	Overage Rate per minute	Per Minute	None	None	None.	Domestic call originates and terminates within the 48 contiguous United States.
$94.00 Unlimited Everything	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC.	COMMONWEALTH OF VIRGINIA
BY: [signature]	BY: Doug Crenshaw
NAME: Jeffrey B. Wilson	NAME: Doug Crenshaw
TITLE: VP of Sales	TITLE: VITA Sourcing Manager
DATE: 8-10-10	DATE: 8/19/10

MODIFICATION #1
TO
CONTRACT NUMBER VA-090320-NTEW
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NTELOS COMMUNICATIONS INC.

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and NTELOS Communications Inc., hereinafter referred to as "Contractor," relating to the modification of Contract VA-090320-NTEW, as amended. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-090320-NTEW.

The purpose of this Modification #1 is to document both parties' agreement concerning the addition of Handset Insurance to this Contract.

Both above-referenced parties agree to the following:

Reference: Exhibit A – Pricing "Value Adds":

The following rows shall be added to the table set forth in Contract Exhibit A – Pricing "Value Adds":

Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
Handset Insurance	Per Handset, Per Month	$5.99	$50.00 Deductible	Replacement phone will be shipped via Fed Ex – 2nd Business Day Air.	Claims must be filed within 60 days of the incident occurring. Max. 3 replacements in consecutive (12) month period.
Handset Insurance	Per Smart Phone, Per Month	$5.99	$100.00 Deductible	Replacement phone will be shipped via Fed Ex – 2nd Business Day Air.	Claims must be filed within 60 days of the incident occurring. Max. 3 replacements in consecutive (12) month period.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-NTEW 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.

NTELOS COMMUNICATIONS INC.	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Carter Blaine	NAME: DOUG LESLIE
TITLE: Director Wireless Business Sales	TITLE: STRATEGIC SOURCING CONSULTANT
DATE: 6/16/2010	DATE: 6/18/2010

VITA CONTRACT #VA-090320-NTEW
STATEWIDE WIRELESS SERVICES AND EQUIPMENT – NTELOS

TABLE OF CONTENTS

1. PURPOSE AND SCOPE 3
2. DEFINITIONS 3
   A. Confidential Information 3
   B. Electronic Data 3
   C. Party 3
   D. Product 3
   E. Service 3
   F. Subscriber 3
   G. Telecommunications Service Order (TSO) 3
   H. USF Subscriber 3
   I. VITA 3
3. TERM AND TERMINATION 4
   A. Contract Term 4
   B. Termination for Convenience 4
   C. Termination for Breach or Default 4
   D. Non Appropriation of Funds 5
   E. Transition of Services 5
4. SERVICES AND PRODUCTS 5
   A. Nature of Services and Engagement 5
   B. Subcontractors 6
   C. Shipping costs 6
   D. Risk of Loss 6
   E. Title to Products 6
   F. Engineering Changes 6
   G. Trial Period 6
   H. Product Refresh 6
   I. Disposal of Products 6
   J. Unlocking Products 7
   K. Activating Third Party Devices 7
   L. Licenses 7
   M. Technology Improvements 7
   N. Substitution of Services 7
5. SUPPLIER PERSONNEL 7
   A. Selection and Management of Supplier Personnel 7
   B. Supplier Personnel Supervision 7
6. GENERAL WARRANTY 7
   A. Ownership 8
   B. Performance 8
   C. Availability of Equipment 8
   D. Supplier's Viability 8
   E. Product Warranty 8
   F. Supplier's Past Experience 8
7. ORDERS AND COMPENSATION 9
   A. Telecommunications Service Orders 9
   B. Ordering Officer(s) 9
   C. Purchase Price and Price Protection 9
   D. Invoice and Payment Terms 10
   E. Invoice Procedures 10
   F. Small Business Participation 10

G. Universal Service Fund 11
8. CONFIDENTIALITY 11
A. Treatment and Protection 11
B. Exclusions 11
C. Return or Destruction 11
D. Customer Proprietary Network Information (CPNI) 11
9. LIABILITY AND INDEMNIFICATION 12
10. SECURITY COMPLIANCE 13
11. SECURITY COMPLIANCE 13
12. BANKRUPTCY 13
13. GENERAL PROVISIONS 14
A. Relationship Between VITA, Public Bodies, and Supplier 14
B. Licenses and Permits 14
C. Incorporated Contractual Provisions 14
D. Compliance with the Federal Lobbying Act 14
E. Governing Law 15
F. Dispute Resolution 15
G. Advertising and Use of Proprietary Marks 15
H. Notices 15
I. No Waiver 15
J. Cooperation 15
K. Assignment 16
L. Captions 16
M. Severability 16
N. Survival 16
O. Force Majeure 16
P. Remedies 16
Q. Right to Audit 16
R. Taxes—Federal, State, and Local 16
S. Contract Administration and Account Management 17
T. Entire Contract 17

Exhibit A - Pricing 19

Exhibit B - Service Requirements 20
A. Service Commencement Date 20
B. Acceptance 20
C. Cure Period 20
D. Response 20
E. Product Replacement 21
F. Service Levels and Remedies 21
G. Requirements 21

Exhibit C - Telecommunications Service Order (TSO) Example 22

Exhibit D - Certification Regarding Lobbying 23

Exhibit E - Individuals Authorized to Order Services 24

CONTRACTUAL TERMS AND CONDITIONS
TELECOMMUNICATIONS SERVICES CONTRACT

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

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Products to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

2. DEFINITIONS

A. Confidential Information

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

B. Electronic Data

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

C. Party

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia), including a Subscriber, which is a recipient of Supplier's Services.

D. Product

A wireless handset, data card or other device provided by Supplier under this Contract.

E. Service

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

F. Subscriber

An individual or public body receiving Service or Product pursuant to an Order under this Contract.

G. Telecommunications Service Order (TSO)

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

H. USF Subscriber

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

I. VITA

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

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

B. Termination for Convenience

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

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, to include any USF Subscriber, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order, or for Equipment Return, as described below.. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

In the event that an order purchasing Equipment in conjunction with establishing a new line of service is terminated for convenience within 12 months of such activation, the Subscriber shall either 1. return the Equipment to Supplier in working order within 45 days of the termination of the order; 2. activate the Equipment under a separate order under this Contract; or 3. pay a fee equal to the difference between the "List Price" and the "Net Purchase Price" paid for the Equipment ($80 for "Voice" mobile phones, $200 for "Data Only" and "Voice & Data" devices) ("Equipment Return Fee"), pro rated for the period from the date of termination through the remainder of the 12 months from the date of the original Order. Upon receipt of the notice of termination by the Subscriber, Supplier shall forward a mailing label and a shipping box and protective materials to Subscriber for use in returning the Equipment. In the event that an Equipment Return Fee is paid, a Subscriber may later use the Equipment to receive Services without further Equipment Return liability.

C. Termination for Breach or Default

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

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

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31

USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

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

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

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

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

D. Non Appropriation of Funds

All funds for payment for Services or Products 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, in whole or in part, for those Services or Products for which funds have not been appropriated. Written notice will be provided to the Supplier 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 Products or Services dependent on such federal funds without further obligation.

E. Transition of Services

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

4. SERVICES AND PRODUCTS

A. Nature of Services and Engagement

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

B. Subcontractors

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

C. Shipping costs

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

D. Risk of Loss

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

E. Title to Products

Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery.

F. Engineering Changes

Supplier sponsored network modifications or engineering changes shall be made with thirty (30) days notice and the consent of the Commonwealth at no additional charge during the term of the Contract. The Commonwealth reserves the right at all times to schedule these modifications or changes to minimize the impact on the daily operations of the Commonwealth.

G. Trial Period

If VITA or a Subscriber purchases a device at the "Net Purchase Price" in Exhibit A in conjunction with activation of a new line of service, VITA or Subscriber may issue an order to terminate the new line of service within thirty (30) days of activation, and shall either return the equipment as described herein in working order for a full refund of the purchase price, or pay Supplier the difference between the "List Price" and the "Net Purchase Price" paid for the Equipment ($80 for "Voice" mobile phones, $200 for "Data Only" and "Voice & Data" devices) ("Equipment Return Fee"). Upon receipt of notice of such termination, Supplier shall forward a mailing label and a shipping box and protective materials to Subscriber for use in returning the Equipment. Subscriber shall return the Equipment to Supplier within thirty (30) days of receipt of such materials and Supplier shall issue a refund of the purchase price. In the event that an Equipment Return Fee is paid, a Subscriber may later use the Equipment to receive Services without further Equipment Return liability.

H. Product Refresh

VITA may, at its discretion, replace 25% of the total number of "eligible" wireless devices at the "Net Purchase Price" (the "Refresh Allowance"). "Eligible Devices" are defined as wireless equipment purchased from Supplier that have been in service with Supplier for a minimum of 12 months. For purposes of determining the number of Eligible Devices falling within the 25% "Refresh Allowance", in each month beginning in month 13 of the Contract, Supplier will notify VITA of the number of devices placed into service in the month that was 12 months prior -- and that are still in service -- times 25%. That number of devices will be added to VITA's Refresh Allowance. As Eligible Devices that have been in service less than 24 months are replaced at the Net Purchase Price, such devices shall be subtracted from the Refresh Allowance. Unused portions of the Refresh Allowance carry over from month to month. Devices that have been in service for at least 24 months are replaceable at the "Net Purchase Price."

I. Disposal of Products

Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this

Contract. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

J. Unlocking Products

Upon Subscriber or VITA request at the expiration of the Contract or termination of a specific Order, Supplier shall "unlock" Products by removing or deactivating Supplier-specific access or identification codes that would prevent the use of the Product on other wireless networks to the extent possible by Supplier.

K. Activating Third Party Devices

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

L. Licenses

By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier.

M. Technology Improvements

Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

N. Substitution of Services

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

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

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

B. Supplier Personnel Supervision

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

6. GENERAL WARRANTY

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

A. Ownership

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

B. Performance

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

ii). The Services and Products shall meet or exceed the stated requirements;

iii). The Product(s) shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.

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

C. Availability of Equipment

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

D. Supplier's Viability

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

E. Product Warranty

Customer will receive manufacturer's consumer warranty with delivery of the product. Additionally, Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the Commonwealth. Such warranty support shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon delivery of a malfunctioning unit, Supplier shall provide a temporary replacement Product within one hour, pre-programmed for the Subscriber at no cost. If the damaged phone is found to be inoperable, a new phone will be issued at no cost to the Commonwealth. The replacement Product will be programmed for the Subscriber's use at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

F. Supplier's Past Experience

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

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

7. ORDERS AND COMPENSATION

A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services and Products, except those ordered directly by USF Subscribers. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Product(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Product(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

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

i). Verification that the TSO is technically correct;

ii). Date Services will commence;

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

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

VITA's standard TSO template is provided as Exhibit C.

B. Ordering Officer(s)

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

Notwithstanding the foregoing, Supplier shall not accept any order from a Subscriber if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY USF SUBSCRIBER ARE THE SOLE OBLIGATION OF SUCH USF SUBSCRIBER AND NOT THE RESPONSIBILITY OF VITA.

C. Purchase Price and Price Protection

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

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

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

D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Products and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each USF Subscriber one consolidated monthly invoice for all Products and Services, including call detail, ordered by and billable to such USF Subscriber pursuant to this Contract. Neither VITA nor any USF Subscriber is obligated to pay against an invoice that is not readable and verifiable.

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

If there are any disputed items, VITA or the appropriate USF Subscriber shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such USF Subscriber, shall provide VITA or such USF Subscriber with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such USF Subscriber may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

E. Invoice Procedures

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

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

ii). Applicable order date

iii). This Contract number and the applicable order number

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

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

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

VITA will deduct 17% of the total charges billed under this contract not including equipment purchases, including direct billed accounts, from its correct bill amount, and remit the remainder.

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

F. Small Business Participation

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The

report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

G. Universal Service Fund

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

8. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services, including Subscribers, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

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

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

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

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

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

C. Return or Destruction

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

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

D. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, Subscriber provides its consent to the disclosure of its Customer Proprietary Network Information, as defined by the Federal Communications

Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

9. LIABILITY AND INDEMNIFICATION

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

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

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

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

NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF SUPPLIER TO VITA, THE COMMONWEALTH, SUBSCRIBERS, OR ANY OTHER PUBLIC BODY RECIPIENT OF SERVICES, THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FOR CLAIMS ARISING OUT OF A SERVICE OUTAGE OR OTHER SERVICE FAILURE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRO RATA APPLICABLE MONTHLY RECURRING CHARGE FOR THE SERVICES THAT ARE SUBJECT TO THE SERVICE OUTAGE OR OTHER SERVICE FAILURE FOR THE PERIOD IN WHICH SUCH SERVICE OUTAGE OR OTHER SERVICE FAILURE OCCURS.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL

OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

10. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/docs/psg.cfm) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

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

11. SECURITY COMPLIANCE

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

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

12. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or

a USF Subscriber may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such USF Subscriber adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

13. GENERAL PROVISIONS

A. Relationship Between VITA, Public Bodies, and Supplier

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

B. Licenses and Permits

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

C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

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

D. Compliance with the Federal Lobbying Act

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

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of

this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

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

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Dispute Resolution

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

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

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

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

G. Advertising and Use of Proprietary Marks

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

H. Notices

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

I. No Waiver

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

J. Cooperation

Supplier shall cooperate with agents, consultants or contractors ("designees") authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this

Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

K. Assignment

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

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

L. Captions

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

M. Severability

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

N. Survival

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

O. Force Majeure

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

P. Remedies

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

Q. Right to Audit

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

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

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

iii). Excludes access to Supplier cost information.

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

R. Taxes—Federal, State, and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12

can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

S. Contract Administration and Account Management

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

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

T. Entire Contract

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

i). Exhibit A Pricing

ii). Exhibit B Service Requirements

iii). Exhibit C Telecommunications Service Order (TSO) Example

iv). Exhibit D Certification Regarding Lobbying

v). Exhibit E Individuals Authorized to Order Services

This Contract, all its Exhibits, Supplier's response to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

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

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

(Signatures on following page)

Supplier	VITA
By: Signatures On File (Signature)	By: Signatures On File (Signature)
Name: James S. Quarforth (Print)	Name: Susan S. Woolley (Print)
Title: Chief Executive Officer	Title: Director, Supply Chain Management
Date: April 9, 2009	Date: April 23, 2009
Address for Notice:	Address for Notice:
NTELOS Inc.	VITA – Supply Chain Management
401 Spring Lane, Suite 300	11751 Meadowville Ln.
Waynesboro, VA 22980	Chester, VA 23836
Attention: Legal Department	Attention: Contract Administrator

EXHIBIT A – PRICING

See "*VA-090320-NTEW Exhibit A – Pricing*", which is incorporated into this Exhibit A.

RFP 2009-05 Pricing Submittal - Bulk Minute Plan

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate based on the Commonwealth's

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
CO(N)VA1	Monthly Access Fee	Per Month, Per Phone	$11.65	None.	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting	None.
CO(N)VA1	Voice call minute	Per Minute	$0.230	Price Per Minute	None.	Domestic call originates and terminates within the 48 contiguous United States.
CO(N)VA1	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.
CO(N)VA1	Text and Picture Messaging	Per Text or Picture Message	$0.18	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.

Any Subscriber whose primary work location and residence is located in the following ZIP codes must use this plan (see attached ZIP code list).

NTELOS - will offer the rate to VITA for up to 2500 Users

NTELOS data service plans are not available to subscribers whose primary work location and residence is located within the Northern Virginia (703) area code.

NTELOS - Can not Port any 703 Numbers

NTELOS - numbers in Northern VA would be a long distant call for local users

Please see next tab- Zip Codes for NOVA Rate- for a list of zip codes where this rate will apply

ZIP	CITY AND STATE	COUNTY	AREA
20101	Dulles, VA	Loudoun	703
20102	Dulles, VA	Loudoun	703
20103	Dulles, VA	Loudoun	703
20104	Dulles, VA	Loudoun	703
20105	Aldie, VA	Loudoun	703
20107	Arcola, VA	Loudoun	703
20108	Manassas, VA	Manassas City	703
20109	Manassas , VA	Prince William	703
20109	Sudley Springs, VA	Prince William	703
20110	Manassas, VA	Manassas City	703
20111	Manassas Park, VA	Prince William	703
20111	Manassas , VA	Prince William	703
20112	Manassas, VA	Prince William	703
20113	Manassas, VA	Manassas Park City	703
20120	Centreville, VA	Fairfax	703
20121	Centreville, VA	Fairfax	703
20122	Centreville, VA	Fairfax	703
20124	Clifton, VA	Fairfax	703
20136	Bristow, VA	Prince William	703
20143	Catharpin, VA	Prince William	703
20146	Ashburn, VA	Loudoun	703
20147	Ashburn, VA	Loudoun	703
20148	Ashburn, VA	Loudoun	703
20149	Ashburn, VA	Loudoun	703
20151	Chantilly, VA	Fairfax	703
20152	Chantilly, VA	Loudoun	703
20153	Chantilly, VA	Fairfax	703
20155	Gainesville, VA	Prince William	703
20156	Gainesville, VA	Prince William	703
20163	Sterling, VA	Loudoun	703
20164	Sterling, VA	Loudoun	703
20165	Sterling, VA	Loudoun	703
20166	Sterling, VA	Loudoun	703
20167	Sterling, VA	Loudoun	703
20168	Haymarket, VA	Prince William	703
20169	Haymarket, VA	Prince William	703
20170	Herndon, VA	Fairfax	703
20171	Herndon, VA	Fairfax	703

20172	Herndon, VA	Fairfax	703
20175	Leesburg, VA	Loudoun	703
20176	Leesburg, VA	Loudoun	703
20177	Leesburg, VA	Loudoun	703
20178	Leesburg, VA	Loudoun	703
20181	Nokesville, VA	Prince William	703
20182	Nokesville, VA	Prince William	703
20190	Reston, VA	Fairfax	703
20191	Reston, VA	Fairfax	703
20192	Herndon, VA	Fairfax	703
20194	Reston, VA	Fairfax	703
20195	Reston, VA	Fairfax	703
20196	Reston, VA	Fairfax	703
22003	Annandale, VA	Fairfax	703
22009	Burke, VA	Fairfax	703
22015	Burke, VA	Fairfax	703
22025	Dumfries, VA	Prince William	703
22026	Dumfries, VA	Prince William	703
22027	Dunn Loring, VA	Fairfax	703
22030	Fairfax, VA	Fairfax City	703
22031	Fairfax, VA	Fairfax	703
22032	Fairfax, VA	Fairfax	703
22033	Fairfax, VA	Fairfax	703
22034	Fairfax, VA	Fairfax	703
22035	Fairfax, VA	Fairfax	703
22036	Fairfax, VA	Fairfax	703
22037	Fairfax, VA	Fairfax	703
22038	Fairfax, VA	Fairfax City	703
22039	Fairfax Station, VA	Fairfax	703
22040	Falls Church, VA	Falls Church City	703
22041	Falls Church, VA	Fairfax	703
22042	Falls Church, VA	Fairfax	703
22043	Falls Church, VA	Fairfax	703
22044	Falls Church, VA	Fairfax	703
22046	Falls Church, VA	Falls Church City	703
22060	Fort Belvoir, VA	Fairfax	703
22066	Great Falls, VA	Fairfax	703
22067	Greenway, VA	Fairfax	703
22079	Lorton, VA	Fairfax	703
22081	Merrifield, VA	Fairfax	703
22082	Merrifield, VA	Fairfax	703
22095	Herndon, VA	Fairfax	703
22096	Reston, VA	Fairfax	703

22101	Mc Lean, VA	Fairfax	703
22102	Mc Lean, VA	Fairfax	703
22103	West Mclean, VA	Fairfax	703
22106	Mc Lean, VA	Fairfax	703
22107	Mc Lean, VA	Fairfax	703
22108	Mc Lean, VA	Fairfax	703
22109	Mc Lean, VA	Fairfax	703
22116	Merrifield, VA	Fairfax	703
22118	Merrifield, VA	Fairfax	703
22119	Merrifield, VA	Fairfax	703
22121	Mount Vernon, VA	Fairfax	703
22122	Newington, VA	Fairfax	703
22124	Oakton, VA	Fairfax	703
22125	Occoquan, VA	Prince William	703
22134	Quantico, VA	Prince William	703
22135	Fbi Academy, VA	Stafford	703
22135	Quantico , VA	Stafford	703
22150	Springfield, VA	Fairfax	703
22151	Springfield, VA	Fairfax	703
22152	Springfield, VA	Fairfax	703
22153	Springfield, VA	Fairfax	703
22156	Springfield, VA	Fairfax	703
22158	Springfield, VA	Fairfax	703
22159	Springfield, VA	Fairfax	703
22160	Springfield, VA	Fairfax	703
22161	Springfield, VA	Fairfax	703
22172	Triangle, VA	Prince William	703
22180	Vienna, VA	Fairfax	703
22181	Vienna, VA	Fairfax	703
22182	Vienna, VA	Fairfax	703
22183	Vienna, VA	Fairfax	703
22185	Vienna, VA	Fairfax	703
22191	Woodbridge, VA	Prince William	703
22192	Woodbridge, VA	Prince William	703
22193	Woodbridge, VA	Prince William	703
22194	Woodbridge, VA	Prince William	703
22195	Woodbridge, VA	Prince William	703
22199	Lorton, VA	Fairfax	703

22201	Arlington, VA	Arlington	703
22202	Arlington, VA	Arlington	703
22203	Arlington, VA	Arlington	703
22204	Arlington, VA	Arlington	703
22205	Arlington, VA	Arlington	703
22206	Arlington, VA	Arlington	703
22207	Arlington, VA	Arlington	703
22209	Arlington, VA	Arlington	703
22210	Arlington, VA	Arlington	703
22211	Ft Myer, VA	Arlington	703
22212	Arlington, VA	Arlington	703
22213	Arlington, VA	Arlington	703
22214	Arlington, VA	Arlington	703
22215	Arlington, VA	Arlington	703
22216	Arlington, VA	Arlington	703
22217	Arlington, VA	Arlington	703
22219	Arlington, VA	Arlington	703
22222	Arlington, VA	Arlington	703
22225	Arlington, VA	Arlington	703
22226	Arlington, VA	Arlington	703
22227	Arlington, VA	Arlington	703
22230	Arlington, VA	Arlington	703
22240	Arlington, VA	Arlington	703
22241	Arlington, VA	Arlington	703
22242	Arlington, VA	Arlington	703
22243	Arlington, VA	Arlington	703
22244	Arlington, VA	Arlington	703
22245	Arlington, VA	Arlington	703
22246	Arlington, VA	Arlington	703
22301	Alexandria, VA	Alexandria City	703
22302	Alexandria, VA	Alexandria City	703
22303	Alexandria, VA	Fairfax	703
22304	Alexandria, VA	Alexandria City	703
22305	Alexandria, VA	Alexandria City	703
22306	Alexandria, VA	Fairfax	703
22307	Alexandria, VA	Fairfax	703
22308	Alexandria, VA	Fairfax	703
22309	Alexandria, VA	Fairfax	703
22310	Alexandria, VA	Fairfax	703
22311	Alexandria, VA	Alexandria City	703
22312	Alexandria, VA	Fairfax	703
22313	Alexandria, VA	Alexandria City	703
22314	Alexandria, VA	Alexandria City	703

22315	Alexandria, VA	Fairfax	703
22320	Alexandria, VA	Alexandria City	703
22331	Alexandria, VA	Alexandria City	703
22332	Alexandria, VA	Alexandria City	703
22333	Alexandria, VA	Alexandria City	703
22334	Alexandria, VA	Alexandria City	703

VA-090320-NTEW Exhibit A – Pricing
Basic Bulk Minute Plan

RFP 2009-05 Pricing Submittal - Bulk Minute Plan

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate based on the Commonwealth's aggregate monthly usage across all contract users, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
COVA1P	Monthly Access Fee	Per Month, Per Phone	$11.65	None.	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
COVA1	Voice call minute	Per Minute	$0.100	1-1,000,000 minutes of use total	None.	Domestic call originates and terminates within the 48 contiguous United States.
COVA1	Voice call minute	Per Minute	$0.090	1,000,001-2,000,000 minutes of use total	None.	Domestic call originates and terminates within the 48 contiguous United States.
COVA1	Voice call minute	Per Minute	$0.080	2,000,001 or more minutes of use total	None.	Domestic call originates and terminates within the 48 contiguous United States.
COVA1	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.
COVA1	Text and Picture Messaging	Per Text or Picture Message	$0.18	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.

Rate plan not available to any Subscriber whose primary work location and residence is located within the Northern Virginia (703) area code.

VA-090320-NTEW Exhibit A – Pricing
Bulk Minute Plan 29.24

NTELOS RFP 2009-05 Pricing Submittal - Bulk Minute Plan

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate based on the Commonwealth's aggregate monthly usage across all contract users, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
$29.24 Nation Plan	Monthly Access Fee	Per Month, Per Phone	$29.24	None.	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting Unlimited Nights & Weekends 500 pooled Minutes	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$29.24 Nation Plan	Overage Rate per minute	Per Minute	$0.300	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
$29.24 Nation Plan	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

Rate plan not available to any Subscriber whose primary work location and residence is located within the Northern Virginia (703) area code.

VA-090320-NTEW Exhibit A – Pricing
Bulk Minute Plan 43.28

NTELOS RFP 2009-05 Pricing Submittal - Bulk Minute Plan

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate based on the Commonwealth's aggregate monthly usage across all contract users, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
$43.28 Nation Plan	Monthly Access Fee	Per Month, Per Phone	$43.28	None.	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting Unlimited Nights & Weekends 1000 pooled Minutes	Rate plan not valid for lines in the 703 Area Code per RFP "Wireless Voice Requirements, Section 3-See appendix I.
$43.28 Nation Plan	Overage Rate per minute	Per Minute	$0.300	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
$43.28 Nation Plan	Universal Service Fund (USF) Fee	Per Month, Per Phone	$3.76	None.	None.	Pass-through of federal charge, adjusted quarterly.

Rate plan not available to any Subscriber whose primary work location and residence is located within the Northern Virginia (703) area code

VA-090320-NTEW Exhibit A – Pricing
Data Only Plan

NTELOS RFP 2009-05 Pricing Submittal - Data Only Plan

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
Unlimited Air Card Data	Monthly Access Fee	Per Month, Per Card	$46.79	None.	Unlimited data usage	Within the 48 contiguous United States.
Blackberry Data Only	Monthly Access Fee	Per Month, Per BB	$35.09	None.	Unlimited BB Data Usage	Within the 48 contiguous United States.

Data service plans not available to any Subscriber whose primary work location and residence is located within the Northern Virginia (703) area code.

VA-090320-NTEW Exhibit A – Pricing
Equipment and Accessories

NTELOS RFP 2009-05 Pricing Submittal - Equipment and Accessories

The Commonwealth seeks pricing for all equipment offered related to all services offered.

The Commonwealth suggests offering at least one (1) basic voice-only telephone with two-way speakerphone at no charge for the entire term of the contract.

In addition to any "no-charge" units offered, the Commonwealth is interested in an equipment pricing structure that streamlines the process of introducing new equipment and presenting equipment pricing to potential contract users. To that end the Commonwealth requests, and the example(s) below include(s), "percent off list" pricing that would be applied consistenly to each manufacturer's equipment for the term of the contract.

The Commonwealth recognizes that there are benefits that may be achieved by "refreshing" equipment on a regular basis. Please propose an explicit refresh structure that results in the sharing of those benefits with the Commonwealth.

All equipment prices should include the cost of handling and shipping to any address in the Commonwealth of Virginia (i.e., the Commonwealth will not pay additional charges for standard ground shipping).

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses within the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval.

If shipping or handling charges apply to any equipment shipped to addresses outside the Commonwealth of Virginia, provide details below.

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses outside the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval(s).

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)				
UT Starcom	Voice	7026 or Comp.	CDMA Phone w/speaker	2	$79	Basic Model - No Charge	$0	$0.00	12				
Nokia	Voice	1606	CDMA Phone w/speaker	April	$102	79%	$22	$0.00	12				
Motorola	Voice	W385	CDMA Phone w/speaker	2	$148	54%	$68	$0.00	12				
Motorola	Voice	KRZR	CDMA Phone w/speaker	2	$149	46%	$69	$0.00	12				
Motorola	Voice	VE20	CDMA Phone w/speaker	2	$245	32%	$165	$0.00	12				
Motorola	Voice	VE465	CDMA Phone w/speaker	April	$202	40%	$122	$0.00	12				
Motorola	Voice	Hint QA30	CDMA Phone w/speaker	April	$255	22%	$175	$0.00	12				
Motorola	Voice	Evoke QA4	CDMA Phone w/speaker	May	$315	25%	$235	$0.00	12				
LGIC	Voice	300	CDMA Phone w/speaker	2	$115	70%	$35	$0.00	12				
LGIC	Voice	380 or Comp.	CDMA Phone w/speaker	2	$176	46%	$96	$0.00	12				
LGIC	Voice	260	CDMA Phone w/speaker	2	$181	44%	$101	$0.00	12				
LGIC	Voice	380 Spyder (EOL)	CDMA Phone w/speaker	2	$391	21%	$311	$0.00	12				
Samsung	Voice	r500 (EOL)	CDMA Phone w/speaker	2	$176	46%	$96	$0.00	12				
Samsung	Voice	r430	CDMA Phone w/speaker	2	$123	65%	$43	$0.00	12				
Samsung	Voice	r600	CDMA Phone w/speaker	May	$179	45%	$99	$0.00	12				
Samsung	Voice	Finesse	CDMA Phone w/speaker	May	$383	21%	$303	$0.00	12				
Novatel	Data Only	MC727	Wireless Laptop Data Card - USB	2	$185	Basic Model - No Charge	$0	$0.00	12				
Franklin	Data Only	CDU-680	Wireless Laptop Data Card - USB	2	$225	89%	$25	$0.00	12				
Kyocera*	Data Only	KPC680	Wireless Laptop Data Card - USB	2	$149	Basic Model - No Charge	$0	$0.00	12				
Blackberry*	Voice & Data	8830	Smart Phone	2	$449	45%	$249	$0.00	12				
Blackberry*	Voice & Data	Curve	Smart Phone	2	$400	50%	$200	$0.00	12				
Blackberry*	Voice & Data	Pearl	Smart Phone	2	$445	45%	$245	$0.00	12				
Blackberry*	Voice & Data	Pearl Flip	Smart Phone	June	$360	56%	$160	$0.00	12				
Motorola*	Voice & Data	Q9c	Smart Phone	2	$378	53%	$178	$0.00	12				
HTC*	Voice & Data	6950	Smart Phone	2	$460	43%	$260	$0.00	12				
ALL**	Accessories	ALL	ALL	2	ANY	20%		$0.00					
Smart Phone and Blackberry must have 29.99 data package													
All Accessories offered at a 20% discount													

Indicates equipment coming soon-not on original list
Indicates new model available-not on original list

Please see Equipment and Accessories 2 for further details

Trial Period -

If VITA or a Subscriber purchases a device at the “Net Purchase Price” in Exhibit A in conjunction with activation of a new line of service, VITA or Subscriber may issue an order to terminate the new line of service within thirty (30) days of activation, and shall either return the equipment as described herein in working order for a full refund of the purchase price, or pay Supplier the difference between the “List Price” and the “Net Purchase Price” paid for the Equipment ($80 for “Voice” mobile phones, $200 for “Data Only” and “Voice & Data” devices) $80 (“Equipment Return Fee”). Upon receipt of notice of such termination, Supplier shall forward a mailing label and a shipping box and protective materials to Subscriber for use in returning the Equipment. Subscriber shall return the Equipment to Supplier within thirty (30) days of receipt of such materials and Supplier shall issue a refund of the purchase price. In the event that an Equipment Return Fee is paid, a Subscriber may later use the Equipment to receive Services without further Equipment Return liability.

Product Refresh -

VITA may, at its discretion, replace 25% of the total number of “eligible” wireless devices at the “Net Purchase Price” (the “Refresh Allowance”). “Eligible Devices” are defined as wireless equipment purchased from Supplier that have been in service with Supplier for a minimum of 12 months. For purposes of determining the number of Eligible Devices falling within the 25% “Refresh Allowance”, in each month beginning in month 13 of the Contract, Supplier will notify VITA of the number of devices placed into service in the month that was 12 months prior -- and that are still in service -- times 25%. That number of devices will be added to VITA’s Refresh Allowance. As Eligible Devices that have been in service less than 24 months are replaced at the Net Purchase Price, such devices shall be subtracted from the Refresh Allowance. Unused portions of the Refresh Allowance carry over from month to month. Devices that have been in service for at least 24 months are replaceable at the “Net Purchase Price.”

Termination for Convenience -

In the event that an order purchasing Equipment in conjunction with establishing a new line of service is terminated for convenience within 12 months of such activation, the Subscriber shall either 1. return the Equipment to Supplier in working order within 45 days of the termination of the order; 2. activate the Equipment under a separate order under this Contract; or 3. pay a fee equal to the difference between the “List Price” and the “Net Purchase Price” paid for the Equipment ($80 for “Voice” mobile phones, $200 for “Data Only” and “Voice & Data” devices) (“Equipment Return Fee”), pro rated for the period from the date of termination through the remainder of the 12 months from the date of the original Order. Upon receipt of the notice of termination by the Subscriber, Supplier shall forward a mailing label and a shipping box and protective materials to Subscriber for use in returning the Equipment. In the event that an Equipment Return Fee is paid, a Subscriber may later use the Equipment to receive Services without further Equipment Return liability.

VA-090320-NTEW Exhibit A – Pricing
Value Adds

NTELOS RFP 2009-05 Pricing Submittal - Value Adds

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
Unlimited 2-way text	Per Month, Per Phone	$5.84	None.	Unlimited 2-way text messaging	must be added per line
Unlimited Picture Messaging Add-on	Per Month, Per Phone	$11.69	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
Unlimited Domestic Data Add-on	Per Month, Per phone	$11.69/$35.09	None.	None.	11.69 for standard handset / 35.09 for Smartphone & BB
Enhanced Voice Mail Add-on	Per Month, Per Phone	$5.80	None.	Max 45 messages. Multiple greetings. Greeting Time Interval. Broadcast lists. Special Delivery Options.	None.
Picture Messaging	Per Picture Message	$0.18	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
Static IP for Data devices	Per Device, Per month	$3.51	None.	None.	None.
Device Tethering	Per Device, Per Month	$11.70	None.	None.	Must include unlimited data per handset
CDMA Carrier conversion process	Per Standard device	$11.70	None.	Convert standard CDMA handsets to NTELOS Software	Does NOT include Airacrds or Smartphones
411 Information	Per call	$1.75	None.	None.	None.

In order to recover its costs for the deduction set forth in Contract section 7.E "Invoice Procedures", Supplier has provided per-minute usage rates herein that include the addition of a minimum of a 17% additional charge, rounded up to the next cent (“Round Up Process”). In order to “true up” amounts paid by VITA under the Round Up Process to equal the 17% additional charge, VITA and Supplier shall meet quarterly, by the 15th of the first month of each quarter, and any amounts due to VITA for the previous quarter pursuant to this quarterly “true up” shall be a separate credit in the following month’s bill”. The actual rate the Supplier will use in the “true up” can be calculated by dividing the rates listed in Schedule A by 1.17, then rounding down to the nearest whole cent.

True Up Examples for VITA 17% Mark Up

Rate Adjustment For Bulk Rate Pricing

17% - Mark Up factor

	Tier	MOUs	Sch A Rate (incl 17%)	"Billed" Amt incl 17%	Amt Remitted by VITA (b)	NTELOS Rate	Calculated Amt Owed per NTELOS Rate	True Up Amt (a)
At 1,000,000 MOUs	**T1**	1,000,000	$ 0.10	$ 100,000	$ 85,470	$ 0.08	$ 80,000	$ 5,470
At 1,000,001 MOUs	**T2**	1,000,001	$ 0.09	$ 90,000	$ 76,923	$ 0.07	$ 70,000	$ 6,923
At 2,000,000 MOUs	**T2**	2,000,000	$ 0.09	$ 180,000	$ 153,846	$ 0.07	$ 140,000	$ 13,846
At 2,500,000 MOUs	**T3**	2,500,000	$ 0.08	$ 200,000	$ 170,940	$ 0.06	$ 150,000	$ 20,940
NOVA Rate		250,000	0.23	$ 57,500	$ 49,145	0.19	$ 47,500	$ 1,645

Notes:

(a) Positive Amount means NTELOS owes VITA. Negative Tue Up Amt means VITA owes NTELOS.

(b) VITA remits "billed" amount less 17%.

EXHIBIT B – SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

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

B. Acceptance

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

Acceptance shall be effective for the purpose of making payment for Services or Products, as applicable, provided, however, Acceptance by VITA or Subscriber following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or Subscriber after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or Subscriber may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Subscriber may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Subscriber shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

D. Response

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

estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

E. Product Replacement

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 24 business hours of the determination that replacement equipment is required.

F. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide a local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

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

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

G. Requirements

Supplier's response (as amended/clarified) to RFP #2009-05 is incorporated into this Exhibit B.

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER
*** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***

VTA ORDER NO : 704805-999-VTA
ACCOUNT NO. : VTA999
VTA CONTACT : MARGARET A. MORAN
TELEPHONE : 804/371-8534
COPY TO :

PROJECT: MAM-0423
REQUESTED DUE DATE: 20070502

VTA APPROVAL : _____ DATE: _____

ACTIVITY CODE: 0136000
AGENCY LOG NO:
AGENCY : VA INFORMATION TECHNOLOGIES AGY
COORDINATOR : PAUL HOPPES, ALVIN SEAY
ADDRESS : 110 SOUTH 7TH ST.
CITY : RICHMOND
STATE: : VA
ZIP: 23219
TELEPHONE : 804/371-5580

VENDOR : VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE : VA
ZIP: 23219
REMARKS TO VENDOR:

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____ _____ _____ _____

REMARKS FROM VENDOR:

_____

_____

_____

_____

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
RICHMOND, VA 23219

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature: Signature On File

Printed Name: James S. Quarforth

Organization: NTELOS Inc.

Date: April 9, 2009

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

Margaret Moran

Pamela Wood-Henry

Linda Brown