



Commonwealth of Virginia
Virginia Information Technologies Agency

TELECOMMUNICATIONS NETWORK AND RELATED SERVICES

Mandatory Use Contract*

Date: November 20, 2013

Contract #: VA-031104-MCI

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

Contractor: Verizon Business Network Services
4951 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

FIN: 13-2745892

Contact Person: See Attachment F

Rates and Charges: See Attachment B

Term: November 8, 2011 – November 7, 2013

Payment: Net 30 days

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

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

CONTRACT #VA-031104-MCI
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Reduce pricing for ImagePort-Fax Broadcast and MCI Web Center & add ImagePort Email services and pricing	3/24/04
2	Adds NetConferencing Services to contract	5/26/04
3	Adds Enhanced Web Center Services	7/12/04
4	Revises CAC charges, reduces Network Management Fee & add/delete MCI staff	7/14/04
5	Modifies contract to clarify pricing and other terms & conditions	10/21/04
6	Identifies the process for conducting promotions	2/16/05
7	Adds Security Risk Assessment Services to contract	3/15/05
8	Extends the scope of the Security Risk Assessment Services	6/22/05
9	Adds a review of VITA's security policies	8/1/05
10	Adds MCI Voice Connectivity and Recovery services	9/22/05
11	Revises rates associated with mobile termination charges on international traffic; will be effective the 1 st day of the 2 nd billing cycle after 9/15/05	See description
12	Adds review of VITA's Security Policies to contract	9/27/05
13	Adds executive security program development services	11/28/05
14	Identifies Northrop Grumman as a service agent	7/1/06
15	Mod. 15 adds Private IP services and the Voice Over IP Centrex Services for use by Norfolk State University	10/31/06
16	Renews contract term through 11/7/08	12/20/06
17	Mod 16 increases funding to complete enterprise security program development effort for COV & outlines services	2/22/07
18	Mod 17 changes the name of rates for WorldPhone calls from Mexico from Band 1 to Rate Step A & Band 2 to Rate Step B	10/25/07
19	Extends contract for an additional 12 months	10/26/07
20	Extends contract for an additional 12 months	11/8/08
21	Mod 19 amends Attachment 15C of Mod 18 by adding additional NUMS features	6/1/09
22	Mod 20 amends specified contract terms & conditions	1/27/10
23	Extends contract term	11/8/09
24	Mod 21 amends specified contract terms & conditions & pricing	5/11/10
25	Mod 22 adds additional equipment options for Managed VPN Services to Section A.1.10 and adds the billing to B.1.10.5	5/18/10

26	Mod 23 adds VoIP based inbound toll free services and associated features	7/19/10
27	Updates Supplier's contact information	7/27/10
28	Mod 24 incorporates VoIP based IP Trunking services into the contract	03//16/11
29	Extends contract term	11/08/11
30	Extends contract thru 11/7/13	01/19/12
31	Mod 25 adds additional Ethernet Access Services and Caller Name Display (CNAM)	09/21/12
32	Mod 26 adds 20Mbps Type 2 Ethernet Access using 100Mbps Ethernet Interface out of Colonial Heights (BLVD & VALLEY RD) Central Office	12/10/12
33	Mod 27 adds Services Phase-Out Period	02/13/13
34	Mod 28 adds Ethernet Services for Chester VA	08/30/13
35	Mod 29 The addition of Virtual Contact Center Service-for DGIF only	11/15/13

VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of \$100,000.00 for State Agencies and Institutions only.

**MODIFICATION # 29
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 29 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as “Contractor” or “VERIZON BUSINESS”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification # 29 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications”

1. The addition of Virtual Contact Center Service, provided pursuant to the Guide provisions relating to Virtual Contact Center Services, VBS III as listed in the attached exhibit A. Such Service shall be provided only to the Virginia Department of Game and Inland Fisheries (DGIF), the existing user of Verizon’s Web Center service as of the date of execution of this Modification. VITA is responsible for ensuring that orders placed under this modification are only from the DGIF. There shall be no one-time charges applicable to the Service at any time.

The services contained in this Modification #29 will be effective the first day of the second (2nd) billing cycle following Customer’s signature Date (the “Effective Date”).

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-031104-MCI and cannot be modified, except by writing signed by duly authorized representatives of both parties

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

BY: Anthony Recine

NAME: Anthony Recine

TITLE: Vice President

DATE: 11/15/2013

COMMONWEALTH OF VIRGINIA

BY: Doug Leslie

NAME: DOUG LESLIE

TITLE: SOURCING CONSULTANT

DATE: 11/15/2013

**Contact Center As A Service – Virtual Contact Center
 (“Virtual Contact Center”)
 Service Attachment**

1. **General Description.** Virtual Contact Center Service (hereinafter, “Virtual Contact Center” or the “Service”) is a network-based multimedia automatic call distribution (ACD) offering that provides intelligent call routing fully managed within carrier-grade application hosting facilities. Virtual Contact Center includes the ability to provision contact center agents and supervisors via a web-based interface and to establish routing plans to send inbound phone calls (from Customer-identified and Verizon-provisioned IP inbound numbers), chats and emails (from Customer-identified and -provisioned Customer websites) to Customer-identified and -provisioned contact center agents. To use the phone call routing capabilities of Virtual Contact Center, Customer must also purchase Verizon’s VoIP Inbound Toll Free and/or Local Origination service offered via its contract for IP Contact Center Service.

2. **Rates and Charges**

2.1 **Implementation Fees.** Customer will not pay any implementation fees, or any non-recurring charge (“NRC”) to implement Virtual Contact Center.

2.2 **Standard Supervisor/Agent Fees.** Customer will pay a monthly recurring charge (“MRC”), fixed for the Term, for Virtual Contact Center, on a per-Supervisor and/or a per-Agent basis, as set forth below. Customer will pay the MRC for a minimum of five (5) Agents (“Minimum Agent Requirement”).

Individual Type	Charge Description	MRC
Agent Fee	Per unique logged-in Agent (see Definitions in table in Sect. 2.3)	\$134.40
Supervisor Fee	Per unique logged-in Supervisor (see Definitions in table in Sect. 2.3)	\$144
Port Fee	Per Extra Port (above single port provided to each Agent and Supervisor)	\$69.12

2.3 **Optional Features.** Customer may purchase the following features for Virtual Contact Center at the NRCs and MRCs listed below, which NRCs and MRCs are fixed for the Term.

Feature Type	Implementation Fee (NRC)	MRC (except where otherwise described)
Voice Recording	N/A	\$12.48 per Unique Logged In Agent Or Supervisor
Storage	N/A	\$17.28 per extra GB purchased (above 1 GB provided for each Agent and Supervisor)
<p><u>Definitions:</u></p> <p>Ordered Agent Individual Users – the number of Individual Users (regardless of role or permission) to be created within Virtual Contact Center upon implementation by the Virtual Contact Center Implementation team.</p> <p>Unique Logged In Agent – an Individual User who logs into the Virtual Contact Center Agent interface at least one time during the billing interval and is not assigned “monitor”, “whisper coach”, and/or “barge” agent permissions.</p> <p>Unique Logged In Supervisor – an Individual User who logs into the Virtual Contact Center Agent interface at least one time during the billing interval and is assigned “monitor”, “whisper coach”, and/or “barge” agent permissions.</p>		

2.4 **Discount Percentage.** Customer will receive a 4% discount off the MRCs for Virtual Contact Center. The MRC’s shown in Section 2.2 and Section 2.3 above already include the 4% discount. Also, implementation fees shall be waived for existing Web Center customers.

3. **Terms and Conditions**

3.1 **Commencement.** Virtual Contact Center shall commence on the date that the Agreement or Amendment thereto incorporating Virtual Contact Center, as applicable, is executed by Verizon and Customer (the “VCC Effective Date”).

3.2 **Acceptable Use Policy.** Virtual Contact Center shall be considered an “Internet Service” for purposes of Verizon’s Acceptable Use Policy and Customer requirements related thereto set forth in the Agreement.

3.3 **Service Modification by Verizon.** Verizon reserves the right to modify Virtual Contact Center from time to time by providing Notice to Customer as set forth in the Agreement; provided that Customer may terminate Virtual Contact Center without

penalty in the 30 days following implementation of any change to Virtual Contact Center that has a material adverse effect on the functionality of the Service if Verizon fails to correct the adverse effect in the ten (10) days following Customer's written notification to Verizon of such effect. Verizon, its affiliates or subcontractors, may perform some or all of Verizon's duties and/or obligations hereunder.

- 3.4 **Supportable Platforms.** Prior to implementing access to Virtual Contact Center, Verizon will inform Customer as to the operating systems and Internet browsers by which access to Virtual Contact Center is supported. Customer's Agents must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.
- 3.5 **Customer Satisfaction Guarantee.** Customer may terminate Virtual Contact Center without penalty or further liability beyond charges incurred at any time.
- 3.6 **Supervisors/Agents.** Customer will identify (name) "Supervisors" and "Agents" authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Agents so authorized. The number of Supervisors and/or Agents using Virtual Contact Center can increase or decrease from month to month, but never decrease below the Minimum Agent Requirement. Any Supervisor and/or Agent who logs in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/Agent logs in.
- 3.7 **Support.** Standard support for Virtual Contact Center includes the provision of assistance to end users on a 24x7x365 basis for any event generated within the Virtual Contact Center platform that results in an effective cessation of Service or Customer-purchased Service feature. Virtual Contact Center support is available via telephone and email.

Customer acknowledges and agrees that non-standard support services will be performed and billed to Customer in accordance with a statement of work to be mutually agreed upon prior to the delivery of non-standard support services. If non-standard support services are provided, Customer also shall be billed for materials and travel expenses, as applicable, in accordance with Verizon's standard policies for billing such items.

- 3.8 **Service Level Agreement.** The Service Level Agreement ("SLA") for Virtual Contact Center is set forth in Appendix I, which is made a part of this Agreement. Verizon's records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth Customer's sole remedies for any claim relating to Virtual Contact Center, including any failure to meet any service level set forth in the SLA.
- 3.9 **No Resale.** Resale or use of Virtual Contact Center by an organization other than Customer is prohibited.

3.10 **Access to CPNI.** Use of Virtual Contact Center may enable users to access Customer Proprietary Network Information (“CPNI”). As a condition of such access, Customer agrees:

- that the Agreement to Protect CPNI to which it has separately subscribed applies;
- that only Customer’s CPNI Administrator can authorize individuals to use Virtual Contact Center, and that such authorization authenticates that such individuals are, in fact, so authorized by Customer; and
- to cooperate with Verizon’s reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized users.

3.11 **Use of Sensitive Personal Information.** Virtual Contact Center does not provide for the encryption of personal information about individuals (“Sensitive Personal Information” or “SPI”). Accordingly, Verizon intends that SPI not be stored within the Virtual Contact Center platform. To the extent Customer does store SPI within the Virtual Contact Center platform, Customer does so entirely at its own risk.

Appendix I Virtual Contact Center Service Level Agreement

This Appendix describes the service levels (individually, an “SLA” or collectively, the “SLA”) applicable to Verizon’s provision of Virtual Contact Center pursuant to the Agreement executed by Verizon and Customer.

1. **Availability.** “Availability” is measured using the following formula:

$$\text{Availability} = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime}}$$

Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes (30 x 24 x 60 = 43,200).

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks.

2. **Performance SLA**

- 2.1 **Uptime.** Verizon will deliver 99.99% of Uptime per month for Components of Service, which are those specific Virtual Contact Center features required for contact delivery included in and used by a Customer end-user (“End User”) with Virtual Contact Center pursuant to the Agreement, excluding Long Distance and local loops, and are listed below in Section 2.2. If Verizon exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and Verizon’s verification of the trouble ticket and the Downtime, Verizon will issue a credit to Customer.

- 2.2 **Components.** Virtual Contact Center components covered by this SLA include:

- inTouch Reporting
- dbConnector
- Core system (the ability to deliver a contact) and
- Agent station/interface.

- 2.3 **Credits**

- 2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, Verizon will credit the Customer 1/30th of the monthly recurring charges (“MRC”) associated with the claiming End User. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all Virtual Contact Center service billed to Customer in the month for which an SLA claim is made.

- 2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:
- End User's equipment, software, facility, databases, or operator error;
 - An interruption in End User's connection to the Internet;
 - An interruption in End User's telephony or voice service, local or long distance;
 - Maintenance of Component software;
 - Force Majeure events as defined in the Agreement.
- 2.3.3 Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:
- The Customer's name and business unit ID;
 - Date(s) and approximate beginning/ending time of the outage; and
 - The Virtual Contact Center component(s) affected by the outage.
- 2.3.4 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

**MODIFICATION # 28
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 28 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 28 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

1. The following additional Ethernet Access Services are hereby added:

Facility Type	Interface	Bandwidth	CLLI	Local Loop MRC
Option 2 -- Type 2	1000Mbps Ethernet	20 Mbps	CHESVACR	\$2,138

The rates, charges and discounts contained in this Modification #28 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

COMMONWEALTH OF VIRGINIA

BY: Anthony Recine

BY: Philip L. Pippet

NAME: Anthony Recine
President

NAME: Philip L. Pippet

TITLE: _____

TITLE: DIRECTOR, SCM

DATE: 8/29/13

DATE: 8/30/13

**MODIFICATION # 27
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 27 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 27 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

The following Services Phase-Out Period language is hereby modified:

57. SERVICES PHASE-OUT PERIOD

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after the expiration of any current term for a 235 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the two hundred and thirty-five-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis, not to exceed twenty-four (24) months, at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

The rates, charges and discounts contained in this Modification #27 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

COMMONWEALTH OF VIRGINIA

BY: *Anthony Recine*

BY: *Day Crenshaw*

NAME: Anthony Recine
Vice President

NAME: *Day Crenshaw*

TITLE: _____

TITLE: *Vista Strategic Services mgr*

DATE: 12 Feb 2013

DATE: 2/13/13

**MODIFICATION # 26
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 26 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 26 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

The following additional Ethernet Access Service is hereby added:

Facility Type	Interface	Bandwidth	CLLI	Local Loop MRC
Option 2 -- Type 2	100 Mbps Ethernet	20 Mbps	CLHGVACO	\$1,275

The rates, charges and discounts contained in this Modification #26 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

COMMONWEALTH OF VIRGINIA

BY: Anthony Recine

BY: Doug Crowslow

NAME: Anthony Recine
Vice President

NAME: Doug Crowslow

TITLE: _____

TITLE: VITA Sourcing MANAGER

DATE: 12/10/12

DATE: 12/10/12

**MODIFICATION # 25
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 25 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as “Contractor” or “VERIZON BUSINESS”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification # 25 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications”

1. The following additional Ethernet Access Services are hereby added:

Facility Type	Interface	Bandwidth	CLLI	Local Loop MRC
Option 2 -- Type 2	Gigabit Ethernet	70 Mbps	RCMDVAGR	\$1,257
Option 2 -- Type 2	Gigabit Ethernet	70 Mbps	RCMDVASR	\$1,257
Option 2 -- Type 2	Gigabit Ethernet	300 Mbps	SALMVAFL	\$8,500
Option 2 -- Type 2	Gigabit Ethernet	300 Mbps	SALMVAMC	\$8,500
Option 2 -- Type 2	Gigabit Ethernet	300 Mbps	SALMVASA	\$8,500

2. Caller Name Display (CNAM) is hereby added as follows:

Supplemental Services	Rates and Charges
CNAM (Caller Name Display)	MRC per simultaneous call unit – \$1.50
Installation Expedite Fee	See Administrative NRC rates in the Guide.

The rates, charges and discounts contained in this Modification #25 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

COMMONWEALTH OF VIRGINIA

BY: *Anthony Recine*

BY: *Doug Crenshaw*

NAME: Anthony Recine
Vice President

NAME: *Doug Crenshaw*

TITLE: _____

TITLE: *VITA Survey Mgr*

DATE: 31 July 2012

DATE: 9/21/12



COMMONWEALTH of VIRGINIA

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

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO. 711

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

January 5, 2012

Ms. Jenny Derr
Verizon Business
4951 Lake Brook Drive, Suite 200
Henrico, VA 23060

RE: Contract VA-031104-MCI, between the Commonwealth of Virginia and Verizon Business Communications, Inc. f/k/a MCI WORLDCOM Communications, Inc.
Notice of Contract Term Extension

Dear Ms. Derr,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one year until November 7, 2013. This letter should serve as the Commonwealth's official notice to MCI of its intent to extend the contract for one additional year.

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

Sincerely,

A handwritten signature in black ink that reads "Philip L. Pippert". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Philip L. Pippert
Acting Director
Supply Chain Management

**MODIFICATION # 24
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 24 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 24 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

This Modification #24 will hereby incorporate into the Agreement revised pricing in the IP Trunking Service outlined in the Attachment C sections 1.1 Tiered Pricing – Simultaneous Calling Capacity Charge, 1.2 Metered Simultaneous Calling Capacity Charge, 1.7 Service Establishment Fee and 1.9 Optional Network Features.

The rates, charges and discounts contained in this Modification #24 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after March 31st 2011.

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

BY: Anthony Recine

NAME: Anthony Recine
Vice President

TITLE: _____

DATE: 3/15/11

COMMONWEALTH OF VIRGINIA

BY: Susan S Woodley

NAME: Susan S Woodley

TITLE: Director, SCM

DATE: 3/14/2011

ATTACHMENT C
VoIP Service Type – IP Trunking

1. **Rates and Charges.** Current rates and charges for VoIP IP Trunking Service are described below. VoIP IP Trunking Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

1.1 **Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Trunking location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP) long distance (“LD”) minutes as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP Mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
250 Domestic LD and Local	\$24.92	Unlimited	Unlimited	250	\$0.025/min
250 Domestic LD and Local with BEST	\$33.82	Unlimited	Unlimited	250	\$0.025/min
250 Domestic LD Only	\$10.68	Unlimited	N/A	250	\$0.025/min
250 Domestic LD only with BEST	\$19.58	Unlimited	N/A	250	\$0.025/min

1.2 Metered Simultaneous Calling Capacity Charge. Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one (1) unit must be purchased for each VoIP IP Trunking hub and remote location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calling (VoIP origination and termination) and unlimited local calling, while all outbound long distance (“LD”) inter-enterprise calls (termination is non-VoIP) will be billed a per-minute charge, as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP Mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
Domestic LD and Local	\$22.25	Unlimited	Unlimited	0	\$0.023/min
Domestic LD and Local with BEST	\$31.15	Unlimited	Unlimited	0	\$0.023/min
Domestic LD Only	\$6.23	Unlimited	N/A	0	\$0.023/min
Domestic LD only with BEST	\$15.13	Unlimited	N/A	0	\$0.023/min

1.7 Service Establishment Fee. Customer will pay a non-recurring Service establishment fee as set forth below.

Active Number of DID	IPIA and IP Trunking	Fee if customer requests after hours implementation (5 PM to 8 AM and weekends)
0-24	\$100	\$150
25-75	\$250	\$375
76-300	\$500	\$750
301 - 1000	\$750	\$1,125
1001 - 5000	\$1,000	\$1,500
5001 - 12,500	\$2,500	\$3,750
12,501 - 20,000	\$4,000	\$6,000
>20,001 DIDs	ICB	ICB

1.9 Optional Network Features. Customer will pay for the optional network features at the following rates, which are fixed for the Term:

Optional Network Features(s)	MRC
Auto Attendant	\$26.70/instance*
Voicemail	\$4.45/configured user
* "Instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

1.9.1 - Direct Inward Dial - DID Blocks: \$5.56 per month (MRC) for each block of 20 DID numbers.

1.9.2 - \$5 Installation Charge (NRC) per block of 20 DID numbers

1.10 Optional Network Features. Customer will pay for the optional network features at the following rates for (Voice Over IP Services-Hosted IP Centrex (HIPC) in Attachment E, which are fixed for the Term.

Optional Network Features(s)	MRC
Auto Attendant	\$26.70/instance*
Voicemail	\$4.45/configured user
* "Instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

1.10.1 - Direct Inward Dial - DID Blocks: \$5.56 per month (MRC) for each block of 20 DID numbers.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO.
711

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

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

January 3, 2011

Ms. Jenny Derr
MCI (d/b/a Verizon Business Communications, Inc.)
4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

RE: Contract VA-031104-MCI, between the Commonwealth of Virginia and Verizon Business Communications, Inc. f/k/a MCI WORLDCOM Communications, Inc., Notice of Contract Term Extension

Dear Ms. Derr,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one (1) year until November 7, 2012. This letter should serve as the Commonwealth's official notice to Verizon Business Communications, Inc. of its intent to extend the contract for one (1) additional year.

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

Sincerely,

Philip L. Pippert
Associate Director
Supply Chain Management

Cc: Susan M. Smith-Stubbs, Verizon Business (via e-mail)
John R. Keogh, Verizon Business (via e-mail)

MODIFICATION # 23
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.

This MODIFICATION # 23 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 23 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

VOIP Inbound Toll Free Service, as set forth in the attached Exhibit A, is hereby added.

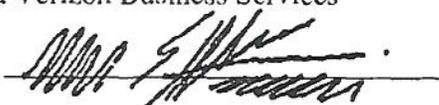
The rates, charges and discounts contained in this Modification #23 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after August 13, 2010.

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

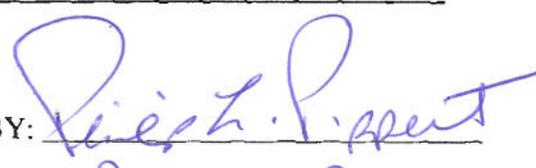
BY: 

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 7/15/10

COMMONWEALTH OF VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: ASSOC. DIRECTOR SCM

DATE: 7/16/10

Exhibit A

VOIP INBOUND TOLL FREE SERVICE

VoIP Inbound provides single-call service that allows PSTN-originated Toll Free calls to terminate and transfer to a SIP or TDM endpoints, without call re-originations that tie up CPE port capacity.

VoIP Inbound Toll Free is an extension of Verizon's TDM Toll Free service and supports only Verizon Toll Free numbers. A Verizon Toll Free contract is required with standard rates that include other applicable Toll Free service rates, such as the rates for Advanced Toll Free features like Percent Allocation, NCR (Network Call redirect), etc; which are provisioned and charged per Toll Free Number.

There is no minimum per-call difference between IPTF and TDM.

1. Domestic Toll Free: Both service types (TDM and IP) bill in 6 sec increments and an 18-sec minimum.
2. International Toll Free: Both service types (TDM and IP) bill in 6 sec increments and a 30-sec minimum.

VoIP Inbound Service Features

- North American Numbering Plan 8XX Originations
- International Toll Free Service Originations (ITFS / UFIN)
- 8xx Gateway DAP translations supported
- International IP terminations - where permitted by international and country-specific regulatory/ correspondent agreements
- IP and TDM Termination Route Plans
- SIP Refer Call transfers (RFC 3515) (Single Channel Transfers)
- Small Office / Home Office (SOHO) SIP Device Registration
- NGSN IP (SIP) Terms (IP Terminations for existing ECR applications)
- Intelligent Call Routing Gateway (pre/post call routing)) for Cisco and Genesys Intelligent Call Routers
- User to User Interface support for Avaya's standards (RFC) recommendation
- Advanced Toll Free Features:
 - Network Call Redirect (ISUP and SIP Error overflow plans)
 - Extended Call Coverage
 - Tailored Call Coverage/Call Area Selection
 - Geographic/Point of Call Routing
 - Cross Corp ID Routing (out)
 - Payphone Blocking
 - Time of Day/Time Interval Routing
 - Day of Week Routing
 - Day of Year/Holiday Routing
 - Alternate Routing
 - Exchange Routing

- Percentage Allocation
- Dialed Number Service (DNIS may be delivered via SIP URI and/or From header -not SIP standard)
- Calling Party Number (Treated as ANI and translated to URI)
- Disconnect Message Referral
- IP Interactive Voice Response (IP IVR)
- Verizon Enterprise Center
- National Toll-Free Listing

VOIP INBOUND TOLL FREE – PRICING

VoIP Inbound Charge Types, Descriptions and Pricing

Charge Type	Description of Charge	Rate
IP Toll Free Non-Recurring	VoIP Inbound Service Activation – Implementation, Installation, Integration.	\$75.00/VoIP Inbound Toll Free IP Connection
IP Toll Free Non-Recurring	VoIP Inbound Service Change – e.g., Bill-payer name/address change relative to VoIP Inbound service established above.	\$25.00/change
IP Toll Free Recurring/Non-Recurring	VoIP Inbound Subscription – Subscription to VoIP Inbound Toll Free service. This is a termination level charge (set up of a URI) for IP termination on VoIP Inbound Service. Does not apply to TDM terminations.	\$5.00 MRC per URI subscription and \$100.00 NRC per URI subscription
IP Toll Free Usage (when event occurs)	<p>VoIP Inbound Toll Free or VoIP Inbound Local Origination per minute transport rate.</p> <ol style="list-style-type: none"> 1. VoIP Inbound toll free to IP terminations rates apply only to calls with IP terminations and do not incorporate the concept of interstate or intrastate calling. <ol style="list-style-type: none"> a. For calls terminating to non-IP end points, charges will be assessed in accordance with the separately-executed Service Attachment for Long Distance Voice Services. VoIP Inbound Toll Free Service calls that terminate 	<p>\$0.025 per minute charge, transport rate assessed in 6-second increments and an 18-sec minimum, for VoIP Inbound Toll Free calls originating in domestic locations and terminating to IP end points.</p> <p>Unless otherwise stated, a \$0.01 per-call minimum transport charge applies.</p>

	<p>to TDM CBLs or DALs bill per minute according to existing contract rates for TDM Advanced Toll Free product.</p> <p>2. VoIP Inbound local origination rates vary based on termination to TDM dedicated, TDM switched, or IP terminations.</p>	
<p>Two-Channel Agent-attended and Unattended SIP Transfer (without Transfer Messaging)</p>	<p>Per use, (included only with IP Transport charge)</p>	<p>\$0.02</p>
<p>Network Manager Tool - required with IP Inbound Service</p>	<p>This tool is a requirement when ordering IP Inbound Toll Free Service: Full product description of the Network Management Tool is listed below.</p>	<p>\$350 per User ID per month</p>

VITA Annual Network Manager Credit

Customer will receive a credit of Four Thousand Two Hundred Dollars (\$4200.00), plus applicable Taxes and Governmental Charges (“Annual Credit”), which will be applied annually against the Customer’s VOIP Inbound Toll Free Total Service Charges in the Twelfth (12th) billing cycle following the Modification 23 Effective Date and each year thereafter. Notwithstanding any other provision to the contrary in the Agreement, the application of the Annual Credit does not reduce the Total Services Charges calculated under this Agreement. If Customer’s VOIP Inbound Toll Free Total Service Charges for such monthly billing period are less than the credit, the excess amount of such credit will be applied to Customer’s VOIP Inbound Toll Free Total Service Charges in the next consecutive monthly billing period(s) until the full credit amount has been applied. This credit represents the total monthly recurring charges incurred for one (1) Network Manager User ID over the prior 12 months. It will be applied to Corp ID 93252923 as part of contract number 121592. Verizon Business reserves the right to prorate the annual credit amount in the event the customer terminates the service. Additionally, Verizon Business reserves the right to adjust this amount in the event the monthly cost for the Network Manager changes in the future.

VoIP Inbound Feature Charges

Combined Features Package. The Combined Features Package is comprised of the following features:

- Time-of- Day/Time-of-Interval Routing
- Cross Corporate Identification Routing (CCID)
- Day-of-Week Routing
- Exchange Routing
- Geographic/Point-of-Call Routing
- Percentage Allocation Routing

Combined Features Package: Charges per VoIP Inbound Number	
NRC	\$50
MRC	\$50
Change	\$25

Please Note: If Customer has also subscribed to a Service Attachment for Long Distance Voice Services, the prices set forth in that Service Attachment apply and supersede the above.

A La Carte Features. The following advanced features are available individually:

- Alternate Routing. Plans pre-defined by Customer enable re-routing of inbound calls to enable disaster recovery.
- Call Area Selection/Tailored Call Coverage. Customer can block incoming calls based on originating state or area code.
- Day-of-Year/Holiday Routing. Customer can re-route inbound calls based on date (month/day).
- Dialed Number ID Service (DNIS). Customer with multiple toll free numbers terminating in a single location can identify the number dialed by the caller (available only at dedicated access locations).
- Disconnect Message Referral (DMR). DMR is a message to inform callers that a dialed number has been changed or disconnected and, optionally, offers the ability to transfer the call to the specified destination.
- Network Call Redirect. Customer is enabled to send overflow calls to a pre-determined alternate routing group, as defined via a table.
- Supplemental Codes. These are caller-entered digits (such as account number or ID code) that enable call tracking and management.

Please Note: All A La Carte Features are priced as indicated below.

Feature	NRC – Installation	MRC	NRC – Change Charge
Alternate Routing (Super Routing and Set Routing Plans)	Install: \$10 per TN alternate routing; \$50 per plan	\$50 per alternate routing plan per TN	\$50 per alternate routing plan per TN
Call Area Selection/Tailored Call Coverage	\$150 per TN	\$50	\$50
Day of Year Routing/Holiday Routing	\$110 per TN	\$50	\$50
DNIS	\$500	\$50	\$50
DMR Disconnect Message	Not Applicable	\$0	A \$50 change charge will apply, per change, at the time the change is made, for any of the following: <ul style="list-style-type: none"> • DMR type change • DMR Call Extension Termination Change • DMR Referral Number Change • DMR Extend Time
DMR to Verizon Number	Not Applicable	\$0	
DMR to a Verizon number with Call Extension	Not Applicable	\$0	

			Period Change
Network Call Redirect	<p>Non-Metered One-time: \$150/table</p> <p>Metered Network Call Redirect Outbound per call – \$0.03 per call (1 to 5 hops*) Network Call Redirect Inbound Per Call - \$0.03 per call (1 to 5 hops)</p> <p>* A maximum of 5 hops are supported.</p>	<p>Non-Metered \$10.00/active table/month (capped at \$2,500 per Toll Free Corp ID per month)</p>	<p>Non-Metered \$50.00/table (capped at \$2,400 per Toll Free Corp ID per month)</p>
Supplemental Codes Options: ID Codes (per block of 100)	\$50	\$30	\$50
Account Codes (per 800 number)	\$0	\$50	\$0

Please Note: If Customer has also subscribed to a Service Attachment for Long Distance Voice Services, the prices set forth in that Service Attachment apply and supersede the above.

Network Manager Product Description

Network Manager is a web-based application that gives toll-free customers a view of their toll-free network routing data as well as the capability to make quick changes to routing plans. Customers can examine current routing plans and customize their features on a near real-time basis.

Network Manager is a Windows GUI application with color displays, easy-to-read icons, pop-up windows, and a convenient toolbar. Network Manager provides near real-time traffic management for both basic and advanced Verizon Toll Free service by providing definition and control of origination, routing, and termination features.

Features and Benefits

This section describes the specific features, functions, and benefits of Network Manager (NM) that customers can utilize on the Verizon Enterprise Center web-based communications platform.

- **Load Balancing** The ability to fine-tune an active routing plan and reallocate traffic across different terminating sites. It is frequently desirable for incoming calls to be distributed evenly among all call centers. An even load balance efficiently uses call servicing agents and facilities while providing a consistent grade of service to the callers.
- **Contingency Planning** The ability to design alternate routing plans to compensate for predictable, temporary traffic patterns. Location characteristics can pre-determine whether or not a particular calling center may have seasonal anomalies. Alternate plans made in advance of temporary situations can be utilized to influence the choice of the calling center best suited to handle the inbound traffic.
- **Disaster Recovery** The ability to quickly implement alternate routing plans during emergency situations. Earthquakes, tornadoes, hurricanes, fires, power outages, and even bomb threats can expose the telecommunications side of business to financial loss if not handled promptly. Calls that go unanswered usually get diverted to competitors who are more than willing to handle the overflow of customers.
- **Geographic Routing** In some cases, it is desirable for particular call centers to handle calls originating from specific geographic areas. Typically, this method is employed to control call transport costs or to support pre-defined sales or service territories.
- **Inbound Call Blocking** In certain circumstances, Toll Free customers may wish to block calls from specific geographic areas altogether. This can be done at the state, area code, or exchange level. Particular applications suited to this type of call blocking are limiting in state or interlata callers, as well as removing exchanges that are documented as "high fraud" areas.

Advanced Features

Advanced features fall into three general classifications:

1. Origination Features
2. Routing Features
3. Termination Features

1. Origination Features

Origination features allow you to direct incoming traffic to the appropriate location based upon the call's origin. This can decrease the amount of time callers wait to reach the appropriate call center agent, and cut call duration and time wasted by manual direction of traffic.

Extended Call Coverage : utilizes the same toll-free number and existing termination(s), while expanding your market coverage to include Canada (any subset of 17 Canadian Area Codes).

Point of Call Routing State Routing/NPA/NXX Routing :With Point of Call Routing, you can control which call center will receive calls based upon originating NPA or state (including areas served by extended call coverage). Point of Call Routing can be used in combination with Direct Number Identification Service (DNIS) to identify originating calling locations on a single Toll Free number.

Area Code Routing/NPA Routing : allows you to route inbound toll-free calls based on the three-digit North American area code from which a call is placed. This feature is equivalent to Numbering Plan Area (NPA) routing in node-based plans.

Exchange Routing : allows you to route calls not only by the area code and state, but also by the exchange of the originating call. The call originating from NPA-NXX-XXXX is routed based on the full six digits comprising the NPA-NXX..

State Routing (STA) : allows you to route inbound toll-free calls based on the state from which a call is placed. You can, for example, use State routing to tailor routing plans to route toll-free calls from specific states to regional call centers.

Geographic or Country of Origin Routing : provides the ability to define routing options based on the call's country of origin. This feature allows you to define a Geographic Region by selecting the Country Codes to be included in the region.

Prefix Routing (PFX) : allows you to route inbound toll-free calls based on country code and city code prefix digits.

LATA Routing (Local Access and Transport Area) : allows you to route inbound toll-free calls based on the Local Access and Transport Area (LATA) from which a call is placed.

Origination Line Type (OLT) : allows you to route inbound toll-free calls based on the type of phone line from which a call is placed. You can, for example, use OLT routing to tailor routing plans to selectively block calls placed from pay phones or prisons.

Cross Corp ID Routing : allows you to route inbound calls to any answering location, helping you utilize facilities more efficiently. The location need not share the same Corporate ID as the 800 number. (A Corporate ID is an identifier that links toll-free numbers and service locations (terminations) together in Verizon Business's internal systems.) Cross Corporate ID routing allows single-site companies to use service bureaus as "second locations" to answer overflow, off-peak, or promotional calls without setting up separate facilities.

Tailored Call Coverage : allows you to block incoming calls from specific origination areas. It is not available for overseas originations. The blocked areas are defined by one of the following:

- Area Code or NPA
- NPA/NXX

For example, a company in New York may only be interested in receiving calls from specific cities in Canada. Calls from any other area would be blocked. Anyone calling from a blocked area would hear the message: "This 800 number cannot be reached from your calling area." Unlike banding features, Verizon Business Tailored Call Coverage allows customers to designate the areas from which they wish to receive calls

down to the NPA/NXX level. Tailored Call Coverage can be used regardless of the number of customer locations. This service can be used in conjunction with the following routing options, which are explained in the following section entitled "Routing Features."

- Time Interval Routing
- Day of Week Routing
- Holiday Routing
- Percent Allocation Routing
- Alternate Routing

2. Routing Features

Routing Features allow you to direct incoming traffic in ways that most effectively utilize their answering resources. You may select from any of the various options listed below.

Time Interval Routing\Time of Day (TOD) ; routes calls to various locations based on the time of day of the call.

Day of Week Routing (DOW) : routes calls to various locations based on the day of the week of the call.

Holiday or Day of Year/Month Routing (DOM/DOY) : Allows calls to be routed on holidays, or specific days of the month/year chosen by the customer, according to a plan that accounts for special holiday/day of month/year requirements.

Percent Allocation Routing : Helps prevent call overload at any one location by distributing calls on a percentage basis chosen by the customer.

Alternate Routing : Defines special routing plans for calls in the event of an emergency, such as a service disruption. You may create up to 99 alternate routing plans that can be activated in the event of an emergency. This feature helps protect you against service disruption due to unexpected events or disasters. For example, if a snow storm hits the East Coast, closing your New York City office, this feature could route all calls to the San Francisco or any other West Coast office which otherwise only accepts calls after 5:00 p.m. (ET). Execution of the feature can be accomplished within 1 minute for a single 800 number, or within 5 minutes for up to 250 numbers grouped together in a set. Alternate plans can be set up using any features, whether previously subscribed to in the main 800 routing plan or not.

Super Routing Plans (SRP) : provide you the ability to create single routing plans for multiple Toll Free numbers.

Sets : Sets allow you to group Toll Free numbers logically for administrative purposes. You can, for example, group Toll Free numbers by department or by user. Alternate Routing Plans (ARPs) can be defined for each Toll Free number within a set; up to 99 Alternate Routing Plans can be defined for each 800 number within each set. 999 sets are allowed per corporate ID, but there is no limit to the number of Toll Free numbers in a Set.

Enhanced Voice Service (EVS) : EVS refers to toll-free numbers that provide inbound toll-free callers with pre-recorded information and menu routing options. Network Manager can be used with the Enhanced Voice Service (EVS) product line which provides automated voice response, voice processing, and call routing for companies pursuing better and efficient ways to talk with their customers and employees. An EVS Plan is a routing plan associated with an EVS-enabled toll-free number that provides inbound toll-free callers with pre-recorded information and menu routing options.

Calling Line Identifier (CLI) : CLI allows you to route inbound toll-free calls based on an originating telephone number. You can, for example, use CLI to tailor routing plans to accommodate special customer arrangements with specific clients.

Calling Line Identifier Range (CLR) :CLR allows you to route inbound toll-free calls based on an originating telephone number falling within a specific range of telephone numbers.

3. Termination Features

Toll Free Service Termination Features allow customers to direct incoming traffic to specific terminating locations.

Termination (TRM) : allows you to select a destination to which inbound toll-free calls are routed. Possible TRM types are Direct Access Line (DAL), EVS (Enhanced Voice Services) and Switched (terminates calls to a 10-digit number, also called a POTS line).

Treatment (TRT) : allows you to block inbound toll-free calls based on specific criteria, routing them to a recording, an audible signal, or an attendant. You can, for example, use TRT routing to block calls from pay phones or based on the originating geographic region.

Trigger Points : A trigger point is a flag within a routing plan that instructs the Data Access Points (DAP) on the Verizon network to go to an external source for routing instructions. Trigger points allow you to reroute or block inbound toll-free calls based on additional routing instructions in the customer's call center application. You can, for example, use TGP routing to tailor routing plans to accommodate customers with premium service, block calls from competitors, or route calls based upon caller-entered digits.

Destination Labels : Destination labels work together with Trigger Points. Once a trigger point has caused the DAP to go to an external source for routing instructions, the result back from the external customer can be a Destination Label, which returns the call for further routing.

Dialed Number Identification Service (DNIS) : DNIS is used extensively by telemarketing centers that answer calls for multiple Toll Free numbers. It can also be used to identify origination point of calls to one Toll Free number. DNIS identifies multiple Toll Free numbers coming into the same location by outpulsing the digits received (between 1 and 10 digits) to the customer premise equipment. The Verizon network can outpulse between 1- and 10-digits. This feature is available to customers with dedicated terminations and equipment configured to process DNIS digits.

Enhanced DNIS (EDNIS) : Enhanced DNIS allows alternate digits to be assigned to the DNIS value that will output from the Verizon network for delivery to the customer equipment. One or more logical terminations under the service number using DNIS may have an alternate set of digits assigned. When Alternate Plans or Super Routing Plans are invoked, the Enhanced DNIS will assist the customer in identifying the 800 number that was dialed.

Network Call Redirect (NCR) : NCR, also referred to as call overflow, can help during heavy traffic hours by controlling inbound call congestion. NCR is an advanced feature that redirects calls to other pre-defined alternate location(s) during outages, busy conditions, or when agents are not present to handle calls. Alternate destinations may consist of a network announcement, followed by reallocation of calls to one of the customer's other domestic or international locations. An NCR user can choose why, where and how to overflow calls based on Trunk Group, Type of Service (both inbound and outbound) or individual Toll Free/Vnet number.

**MODIFICATION # 22
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI COMMUNICATIONS SERVICES, INC. d/b/a VERIZON BUSINESS SERVICES**

This MODIFICATION # 22 is an agreement between the Commonwealth of Virginia, (“State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency)), and MCI Communications Services, Inc. d/b/a Verizon Business Services, (“Contractor” or “Verizon Business”), relating to Contract VA-031104-MCI (“Contract” or “Agreement”). This Modification # 22 is hereby incorporated into and made an integral part of the Agreement.

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications”

The following is added to Section A.1.10 of the Agreement:

d. Additional Managed VPN Service Equipment Options

The COVANET managed VPN Service described herein may also be provided using certain additional Juniper Networks equipment solutions. Where such equipment is provided by the customer, its installation will be performed according to the guidelines listed in Section A.1.10.b., *Installation Support*.

Where such equipment solution is ordered from Verizon Business for a Service Establishment Fee, Verizon Business shall provide such equipment; installation will be performed according to the guidelines listed in Section A.1.10.b.(1), *COVANET Installed Switches/Routers*; and title to such equipment and any associated license(s) and active third party maintenance agreement(s) shall be transferred to the customer upon termination of the associated Managed VPN Service.

The following is added to Section B.1.10 of the Agreement:

B.1.10.5 Additional VPN Equipment - Managed Service ON-NET & OFF-NET

Service Description	5 days/9 hours coverage	7 days/24hours coverage	One-time Installation Fee	One-Time Service Establishment Fee
Both ON-NET and OFF-NET at COV Network Site	NBD Service Monthly Cost	4 hr Service Monthly Cost	Per Device	Per Device
JUNIPER SRX210H W/T-1	\$27.00	\$47.00	\$540.00	\$541.00
JUNIPER SRX210-H W/56K ADTRAN DSU	\$27.00	\$47.00	\$540.00	\$744.00
JUNIPER SRX210-H ETHERNET	\$27.00	\$47.00	\$540.00	\$351.00
JUNIPER HQ SRX3400	N/A	\$988.00	\$2,700.00	\$16,309.00

The rates, charges and discounts contained in this Modification #22 will be effective immediately upon installation (the "Effective Date").

ALL OTHER TERMS AND CONDITIONS OF CONTRACT NUMBER VA-031104-MCI REMAIN UNCHANGED.

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

ACCEPTANCE DEADLINE. Pricing and/or promotional benefits in this Amendment may not be available unless it is signed and delivered to Verizon prior to June 15, 2010.

Verizon Business Network Services Inc.
On behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

Commonwealth of Virginia

BY: 

BY: 

NAME: Suleiman Hessami
VP Pricing/Contract Management

NAME: Susan Wood

TITLE:

TITLE: Director Supply Chain

DATE: 14 May 2010

DATE: May 18, 2010

**MODIFICATION # 21
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 21 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as “Contractor” or “VERIZON BUSINESS”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification # 21 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications”

1. **NUMS UNIFIED MESSAGING SERVICE** (reference Modification #18, #19) is hereby amended to add “FORMS MAILBOX” as outlined in the attached Exhibit A.
2. Ethernet Access Service, provided pursuant to the Guide provisions relating to Ethernet Services, OnNet billing option as listed in part in the attached Exhibit B, is hereby added. Ethernet Access Service may be used as access for certain services including, but not limited to, Private IP Service. Other access services described in Tables A.1.4 and A.1.5 of the Agreement, and referenced in the attached Exhibit B, may also be used as access services for Private IP Service.
3. Clarification of commencement of Private IP provisioning timeframe: Intervals for Private IP Service only will begin when Verizon Operations approves PIP orders in the order entry system. VITA Ordering Engineers/Writers must add up to 10 business days of administrative lead time for order acknowledgement, acceptance, capacity verification, and system input depending on the type of PIP Access being ordered.

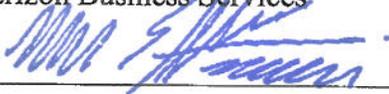
The rates, charges and discounts contained in this Modification #21 will be effective the first day of the second (2nd) billing cycle following Customer’s signature Date (the “Effective Date”).

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after May 15, 2010.

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

BY: 

NAME: Suleiman Hessami

VP Pricing/Contract Management

TITLE: _____

DATE: 5/5/10

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Susan Woody

TITLE: Director Sen

DATE: 5/11/2010

Exhibit A

NATIONAL UNIFIED MESSAGING SERVICE

Form Mailbox

Form Mailbox enables the customer to design and set up a voice response form application that can support up to 20 questions and capture the responses of callers to these questions.

Example: A caller enters the mailbox by dialing the mailbox number. They are presented a greeting, recorded by the customer, after the greeting the caller will be presented with a survey of questions, and provided time to respond to the presented questions. After the caller has answered the survey of questions and has disconnected from the mailbox, the Form Mailbox will take the captured voice responses and create a single .wav file and send the file via email to an email address defined by the customer. Form Mailbox does not retain the voice responses of the callers in the mailbox.

National Unified Messaging – PRICING

RATES AND CHARGES

Monthly Recurring Charges: The following monthly recurring charges apply:

DESCRIPTION	MONTHLY CHARGE
FORM MAILBOX	\$15.00

NUMS Stipulations:

A.) All standard installation charges for NUMS are waived based upon the The Verizon Business Guide's Local Promotion for Contracts that add additional Centrex/PRI/BRI to their locations.

B.) In lieu of all other discounts and promotions outside of the terms and conditions of this Contract, the Commonwealth will receive an eighteen percent (18%) discount off the monthly charges for NUMS.

C.) The 7% volume discounts, as set forth in the Contract, apply to NUMS monthly charges.

D.) Remote Call Forwarding, required for access to NUMs Auto Attendant-type mailboxes, is an ILEC product and separate charges will apply in addition to the Auto Attendant charges

Exhibit B

Access Services

Ethernet Access Rates

Facility Type	Interface	Bandwidth	CLLI	Local Loop MRC
Option 2 -- Type 2	Gigabit Ethernet	50 Mbps	RCMDVAGR	\$1,135
Option 2 -- Type 2	Gigabit Ethernet	100 mbps	RCMDVAGR	\$1,368
Option 2 -- Type 2	Gigabit Ethernet	200 Mbps	RCMDVAGR	\$2,541
Option 2 -- Type 2	Gigabit Ethernet	300 Mbps	RCMDVAGR	\$3,411
Option 2 -- Type 2	Gigabit Ethernet	400 Mbps	RCMDVAGR	\$3,929
Option 2 -- Type 2	Gigabit Ethernet	500 Mbps	RCMDVAGR	\$4,172

Access Services described in Tables A.1.4 and A.1.5 of the Agreement may also be used as access services for Private IP Service. Applicable pricing is restated here for reference purposes only.

Access Rates

Access Description	MRC Local Loop	NRC Local Loop
56 K	\$108.00	\$200.00
DS1 (1536K)	\$250.00	\$200.00
MLFR (2 X T1)	\$500.00	\$400.00
MLFR (3 X T1)	\$750.00	\$600.00
MLFR (4 X T1)	\$1,000.00	\$800.00
DS3 (45Mb)	\$2,400.00	\$1,000.00
OC3 (155Mb)	\$6,400.00	\$1,000.00

MODIFICATION # 20
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.

This MODIFICATION # 20 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as “Contractor” or “VERIZON BUSINESS”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification # 20 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications”

1. Section A.2.10 AUDIO CONFERENCING SERVICE is hereby amended to add subsection “e” WEB CONFERENCING SERVICES outlined in **Attachment “A”** to this Modification #20 and is hereby incorporated into the Agreement.
2. The pricing for VERIZON CONFERENCING SERVICES outlined in **Attachment “B”** to this Modification #20, replaces in its entirety the pricing in Section B.2.10 of the Agreement and is hereby incorporated into the Agreement.
3. Modification 15 is hereby superseded. VOICE over IP – IP Trunking service outlined in **Attachment C** to this Modification #20, Private IP (PIP) service outlined in **Attachment D** to this Modification #20, and Hosted IP Centrex Service (HIPC) outlined in **Attachment E** to this Modification #20 are hereby incorporated into the Agreement.
4. Verizon’s provision of these Services to the Customer is governed by Verizon’s international, interstate and state “Service Publication and Price Guide” (“The Guide”) at www.verizonbusiness.com/guide, and this Modification #20. This Modification #20 incorporates by reference the terms of The Guide with regards to portions of services and pricing that are not specifically outlined in this Modification #20. Verizon may modify the Guide from time to time, and any modification for portions of the Service that are not outlined in this Modification #20 will be binding upon Customer, as provided in the Guide. Verizon shall provide notice to the customer of any amendment to The Guide and, if the customer does not accept the amendment, the customer may terminate the

Service affected by the amendment to The Guide, upon written notice to Verizon. In order for the customer to terminate an affected Service, the amendment to The Guide must be material and adverse to the customer, unless Verizon exempts the customer from such amendment to The Guide.

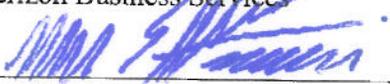
The rates, charges and discounts contained in this Modification #20 will be effective the first day of the second (2nd) billing cycle following Customer's signature Date (the "Effective Date").

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after January 30, 2010.

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

BY: 

NAME: Suleiman Hessami

TITLE: VP-Pricing/Contract Mgmt

DATE: 25 Jan 2010

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Susan S. Wooley

TITLE: Sen Director

DATE: January 27, 2010

ATTACHMENT A

Section A 2.10

e. WEB Conferencing

Verizon Net Conferencing offers an extensive list of optional features. COVANET can select a combination of features based on the platform selected and the requirements of the individual web conference.

Features	Descriptions	Reserved Net Conference	Instant Net Conference powered by Live Meeting	Instant Net Conference powered by WebEx
Animation & Slide Builds	Presenters select PowerPoint elements such as fly and fade, or slide transitions such as cover and push, and have them appear in their web conference.	X	X	X
Annotation	Presenters may draw, highlight and type directly on slides during a meeting to focus the audience's attention.	X	X	X
Assign Leader Functions	Leaders can pass presenter to a participant for them to share documents and perform leader functions	X	X	X
Desk Top Sharing (View only)	Presenters may show anything on their desktop to the audience. This is a great way to conduct demos of online applications.	X	X	X
Desk Top Sharing (Remote Control)	Presenters may show anything on their desktop and pass control to an attendee.			X
Eject Participant //lock meeting	Presenters may remove specific participants or lock the meeting so that no new participants may join.	X	X	X
E-mail Meeting Content	At the end of a meeting the leader may choose to have the shared content, the polls and the notes sent out in an e-mail.			X
File Transfer	Presenters allow attendees to download a selected file in an editable format.			X
Floating Panels	Leaders may view the attendee list or Q & A while in full screen mode.			X
FTP Download ¹ (Replay File)	A Reserved Net Conference is recorded and posted to a site for the leader to download. This can be done in conjunction with Net Replay or as a standalone file.	X		

Full Screen View	Leaders and participants can select to have the presentation take up the entire screen. Meeting controls are minimized.	X	X	X
In-session Alerts	Presenters will receive audio and visual alerts during sharing when attendees need attention.			X
Instant Meeting Web Moderator Integration	Leaders may activate the Instant Meeting Web Moderator directly from the Instant Net Conference screen. The leader will see all the participants that have joined via audio and will have all the capabilities normally available in Instant Meeting Web Moderator, including Mute/Unmute and Disconnect. Only the leader that activated the Instant Meeting Web Moderator will be able to view the audio information.		X	
Mood Indicator	Attendees can express various moods, such as confusion and impatience via visual cues. Mood Indicators can be a fast way to receive feedback from attendees.	X	X	
Multiple Presenters	All presenters are able to share the meeting controls, but not participants.	X	X	
Net Chat	This feature allows a participant or leader to type a private message to a participant.	X	X	X
Net Participant List	Leaders may view and download a list of the attendees from the Manage My Meeting portal.	X	X	X
Net Polling	The leader can use this tool to create a question/answer poll to collect formalized feedback from participants during the presentation. This can also be used as a testing tool when combined with the Net Polling Report.	X	X	X
Net Polling Report	This report provides a summary of the polling question responses. For Live Meeting polls, a list of participants and their individual responses to polling questions is available via Manage My Meetings.	X	X	X
Net Q&A	Participants can type questions to the leader. The leader can choose to respond to the questioner privately or publicly.	X	X	
Net Q&A Report	During a call, leaders or presenters can capture the Q&A content in a document.	X	X	

Net Replay ¹	Provides a synchronized recording of the audio and visual components of a live Reserved Net Conference, initiated by the Verizon Conferencing Conference Coordinator. The replay is accessed via an Internet connection with availability in 30 day increments.	X		
Net Specialist	This specially trained Conference Coordinator is available to assist the leader and participants during a Reserved Net Conference.	X		
Note Taker/Closed Caption	The leader may select a participant to take meeting notes or transcribe the audio portion of the meeting.			X
Online Scheduling	Send invitations or create subscriptions via online tools available at Manage My Meetings.	X	X	X
Outlook Integration	Leaders may schedule meetings through Microsoft Outlook®.	X		
Operator Hosting ¹	A dedicated Conference Coordinator will upload and control slides during your Reserved Net Conference.	X		
Password Protection	Participants must enter a Meeting ID to join a web conference. Leaders may require an additional password of participants.	X	X	X
Presentation Storage	Presentations may be stored on the server between meetings or deleted by the leader. This enables leaders to quickly get to work on documents that are in process and skip uploading frequently used presentations.		X	
Print Presentation	The leader may enable the ability for participants to download the presentation in pdf format. See File Transfer for WebEx feature.	X	X	
Self Hosted Replay	Presenters may start and stop a replay on their own. For Instant Net Conference powered by WebEx, separate hardware is required to enable synchronized recording of the audio and the file is stored on the presenters PC.			X
Share Application with Remote Control	The leader can pass control of any Windows® based application, including websites, to any participant connected to the meeting. All participants will be able to view the changes as they occur.	X	X	X
Share View/Show Application	The leader can allow participants to view any Windows-based application, including websites, on their desktop. Participants will view live whatever the leader edits on screen.	X	X	X

Snapshot	Leaders can capture and include in their presentation anything from their desktop.	X	X	
SSL Encryption	An industry standard security protocol to secure virtual environments.	X	X	X
Text Slide	Presenters can add text to a blank slide during the meeting. Text Slides allow leaders to note brainstorming ideas and action items that are discussed during a meeting.	X	X	X
Video (Web Cam) Integration	Presenters may connect their Web Cam to their web conference so that attendees can view them during the meeting.			X
Virtual Auditorium/Seating Chart	Presenters can quickly see how many attendees have joined the meeting and assess feedback using the Mood Indicator feature.	X	X	
Web Sharing/Viewing	Presenters may show web content to attendees.	X	X	X
Web Action/Share Web Content	The leader can take participants to a website, where they can independently interact with that site. This can be used to register demo participants for classes and seminars.	X	X	
Whiteboard/Text	Leaders can type notes or draw diagrams to help illustrate their presentations.	X	X	X

Customized Net Conference powered by WebEx Enterprise Edition

WebEx Enterprise Edition may include any or all of the WebEx services of Meeting Center Pro, Training Center, Event Center, and Support Center. Enterprise Edition is offered in a committed-minutes pricing model only; a monthly recurring charge based on a committed range of usage minutes. Committed minutes ranges are available as low as 1,500 per month.

- Multiple WebEx solutions on one website
- Provides a flexible pricing model

Features

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Alternate Host	Designate a secondary Host for any meeting	X	X			
Annotation	Draw circles, arrows, check marks, highlight and underlining etc. on any document, application or website to focus audience attention and emphasize points	X	X	X	X	X
Application Sharing	Presenters can run any software application live for others to view in a meeting.	X	X	X	X	X
Application Sharing w/Remote Control	Presenters can hand control of applications, desktop or web browser to individual meeting attendees		X		X	X
Attendee Attention Indicator	An icon appears next to attendee name when another application is accessed during online sales presentation					
Attendee Join Before Host	Host may enable attendees to arrive and see pre-selected automated content before host has joined event	X	X	X	X	
Audio Integration	Presenters may control their Verizon Instant Meeting audio conference from the web console. They can mute/ unmute or disconnect attendees with the click of the mouse.	X	X	X	X	
Auto Record Session	Each session can be recorded for use in archival or training purposes					X
Automated Enrollment/ Registrations	Customize enrollment/registration questions and manually or automatically approve registration requests. In EC create rules to autoroute enrollees into "accepted," "declined" or "pending" and send appropriate email responses			X	X	
Automatic Scoring & Grading	Scores can be assigned to individual questions and overall for the test. You can also specify grades for the test, based on the scores. Scores & Grades are automatically calculated and assigned after submission of the test by the attendee				X	
Auto-Play Presentation	As each attendee joins they can view a presentation, which runs automatically, or is attendee controlled	X	X			

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Auto-Screen Resolution Adjust	In desktop and app share, attendees screen automatically adjusts to view the presenter's entire screen	X	X			
Branding	Customer website can be customized with special colors and/or logo art	X	X	X	X	X
Breakout Sessions	Subdivide students for small group tutorial and exercises				X	
Call Escalation	Deliver maximum benefit from each call by easily adding support personnel or experts as needed					X
Chat	Send text messages to individual attendees, panelists or the host, depending on host's preferences	X	X	X	X	X
Communication Portal	Customer facing portal that contains your meeting calendar, recorded meetings, picture, profile and contact information					
Copy From ...	Select event details from a previous success to use as a starting template, enforce standards, and speed event setup			X		
CSR Authentication	Provides that only approved Customer Support Reps have access to a customer's system					X
Customizable Registration	Select which information attendees must provide to register for the meeting.			X	X	
Customized Registrations Forms	Create custom enrollment/ registration questions to collect the most useful attendee information for leads and process improvement, and enrollment approval				X	
Desktop Sharing	Allow attendees to see all activity on you PC's screen		X	X	X	X
Desktop Sharing w/Remote Control	Remotely access another PC, view its screen and access its files and commands		X		X	X
Download Course Materials	Allow attendees to download course materials before the session starts				X	
Drop-off URL	Delivers attendees to a designated URL at end of event			X	X	
Email Management System	Automates sending of invitations, confirmations, updates and reminders. Send up to 1000 invitations and thank you's per event. It is against WebEx policy for users to send unsolicited mass emails with WebEx email services			X	X	
Email Template Manager	Design and store various email "look and feel" packages for faster, more professional invitations, confirmations and follow up emails.			X		

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Enrollment Question Manager	Define library of customized enrollment questions for quick insertion into new event creation			X		
Enrollment Scoring	Instantly identify hot prospects for immediate sales follow up			X		
Event Grouping by Program	Plan and promote event series more efficiently			X		
File Transfer	Enables file transfer from attendee to attendee within a meeting	X	X		X	X
Floating Participant Window**	Presenters and panelists can show the audience a full-screen view while keeping an undocked participant window on top to see audience requests and feedback	X	X	X	X	
Floating Training Mgr	A window that contains tools that allow attendees and trainers to view chat, questions and answers, and other communications between participants				X	
Full Screen Viewing and Zooming	Presenters can use entire screen for presentation content and set zoom level, or attendees can adjust zoom level to suit personal preference	X	X	X	X	
Hands-on Lab	Provide students moderated remote-control access to lab PC's from virtually anywhere				X	
HTML Invitations	Attractive, HTML formatted email invitations for up to 1000 recipients. It is against WebEx policy for users to send unsolicited mass emails with WebEx email services.			X	X	
iCalendar	The email invitation includes the industry standard calendar item which enables attendees to add the meeting to their personal calendar		X	X		
Instant Feedback	Check attendee preferences, satisfaction & comprehension in real time with chat, Q&A, emoticons, polling and more			X	X	
Instructor Scoring	Allow instructors to scorer essay type questions in tests				X	
Integrated eCommerce	Charge either the attendee or the host for training				X	
Invite Subject Matter Experts	Maintain a database of experts that you can schedule for a meeting or invite on the fly					
Join as a Group	Capture name, title and contact information from multiple prospects that are using the same computer during a sales presentation					

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Lead Source Tracking	Identify the best lead sources for better close rates			X		
Meeting Transcript**	A designated note taker can publish notes at any time during a meeting or send a meeting transcript containing the notes to all participants.	X	X			
Multi-Agent Support	Allow seamless hand off or escalation of support sessions to other customer support reps					X
Multiple Panelists**	Allows a team of hosts, presenters/trainers, testers/pollsters, customer support reps, Q&A assistants and operators to manage the event or training	X	X	X	X	X
My WebEx	An area on your website in to access your user account and personal productivity features.	X	X	X	X	X
Online Product Training	Recorded and live training in each WebEx service to develop skills from familiarity to mastery	X	X	X	X	X
Online Reports	Access statistics regarding meetings, trainings, events and support sessions held on your organization's site	X	X	X	X	X
Outlook Integration**	Hosts can schedule a WebEx meeting and invite attendees from Microsoft Outlook	X	X		X	
Panelist Entrance & Prep Room**	Alternate entrance to expedite panelists joining event, and private rehearsal "room" allowing last minute adjustments as the event begins			X	X	
Permissions Based Remote Control	Clients in need of support can spontaneously grant temporary remote control of their PC to customer support reps					X
Persistent Media Viewer	HTML container in upper right portion of client (outside document window) allows placement of a link to presenter photo, video stream or audio stream to persist throughout event			X		
Personalized Emails	Create separate, personalized and standardized templates for online meeting email invitation to prospect and sales team					
Poll Editor**	Create extensive polls in advance for repeated use within a session				X	
Polling	Enables presenters to solicit group or individual feedback from attendees. Results are tabulated and displayed in the meeting	X	X	X	X	
Pre & Post Session Testing	Attach tests to sessions that can be taken by attendees before or after sessions				X	

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Pre-cache Course Materials**	Allow attendee to download course materials in UCF format. The documents are cached on the attendee's hard drive and automatically brought up during the session. This improves response times during presentation/document sharing over low bandwidth connections				X	
Presentation Studio	A comprehensive service for authoring, managing and delivering rich media presentations.				X	
Presentation/Document Sharing	Presenters can share multiple presentations with full animations and slide transitions. Presenters can spontaneously share multiple documents or graphics with high resolution, multi-level zooming and annotation capabilities	X	X	X	X	
Raise Hand Alert	Trainers see when participants have a question	X	X		X	
Record & Playback Editor*	The recorded session can be fully edited in preparation for playback		X	X	X	X
Record**	With a DynaMetrics box, this feature enables the real-time recording of online meetings, and offline recording of any application. Recording can be posted on a customer's website for playback over the Internet.		X	X	X	X
Recording Showcase	Create a library of recorded meetings/trainings/events/support answers for later reference	X	X	X	X	
Remote Printing	Customer Support Rep can redirect printouts from the customer's computer to a local computer for offline analysis					X
Report Builder Wizard	Select and sort based on desired fields, then generate a custom report of all relevant event details			X		
Right Click Document & Share**	Quick start inclusion of open documents into meetings by right-mouse clicking on any open document	X	X			
Sales Force Automation Integration	Use WebEx's set of XML (Extensible Markup Language) APIs (Application Programming Interfaces) to provide seamless integration with your existing Sales Force Automation (SFA) tool					
Sales Team Entrance	Invite internal attendees based on their role and the appropriate views and privileges will be automatically configured					

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Sales Team Picture	Sales team members can upload his/her photo to the profile page					
Scales to Thousands	Allows up to 3000 simultaneous attendees for large online events and simulcasts of physical events			X		
Schedule Meeting Wizard	Walks users of any skill level through meeting setup process to improve success	X	X			
Schedule on Behalf of Host	Allows a colleague to create an event for another to host	X	X		X	
SCORM Compliant	Meets compatibility requirements for established industry standards				X	
Share Multiple Documents at Once	Ability to share different document types during the same session.	X	X	X	X	
Share Web Browser	Take attendees on a guided tour of websites.	X	X	X	X	
Share Web Browser w/Remote Control	Presenter can retain control or allow attendee interaction of shared website		X		X	
Share Web Content	Display web pages to audience	X	X	X	X	
Share Whiteboard	Presenters or designated attendees type or free-hand ideas via mouse	X	X	X	X	
Silent Monitoring	Ability to dial into the audio portion of all meetings in progress and listen in without appearing as an attendee					
Simplified Support UI	Minimal detail UI for streamlined support sessions					X
Site Administration	A designated administrator from your organization can define default settings, assign privileges and view overall usage reports					
SSL Encryption	An industry standard security protocol that is used by organizations requiring secure environments, to conduct virtual meetings.	X	X	X	X	X
Team Roles	Map members of your sales organization to the roles they play in the sales cycle: sales rep, sales manager or a subject matter expert. Each role comes with specialized access rights.					
Test Authoring	Create flexible tests with variety of question types, scoring, grading and delivery options aligned with your business needs				X	
Test Library	Create and store tests for future use and editing, reuse or sharing with other hosts/instructors				X	
Testing & Instant Grading	Assess student progress and record their results				X	
Threaded Q&A	Panelists can select text questions and publish questions and answers together for clarity			X	X	

Features	Definitions	Meeting Center Standard	Meeting Center Pro	Event Center	Training Center	Support Center
Tracking Codes	Identifiers used to notate your department, project or other information that your organization wants to associate with your meetings	X	X	X	X	X
UCF: Flash, Streaming Audio/Video, WebEx Recordings**	Ability to embed Streaming Audio/Video or a WebEx recording into any meeting using the UCF toolkit	X	X	X	X	X
UCF: PPT Animations/Transitions*	Supports Microsoft PowerPoint slide builds, animations and transitions	X	X	X	X	
Unlisted Meetings	Allows Hosts to schedule an unlisted meeting, training, event or support session – the meeting information is not visible on the site	X	X	X	X	X
Video*	Enables video conferencing with a simple desktop video camera. In addition, video from a VCR, DVD player or camcorder can be streamed into the meeting	X	X		X	X
View Recordings	View all screen and audio activity from a meeting with just a common browser	X	X	X	X	X
View-only Option	Clients in need of support can temporarily grant a customer support rep the ability to view, but not affect their PC					X

*May not be available for MAC, Solaris or Linux

**Windows only feature

ATTACHMENT B
Section B.2.10 - VERIZON BUSINESS CONFERENCING SERVICES

B.2.10.1 - Audio Conferencing

US Bridged Audio Conferencing Flat Rate

Domestic Audio Conferencing Service. Customer will pay the following rates per minute for domestic Audio Conferencing Service calls that originate and terminate in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, with rounding to the next higher full minute. Charges for services other than Toll Meet Me are inclusive of both bridging and transport, unless noted otherwise below. Customer is responsible for all other charges associated with domestic Audio Conferencing Service at standard rates. The following rates per minute will be fixed for the Term.

Service Level/Access Type	Rate Per Minute
Unattended Toll Free Meet Me	\$0.0300
Unattended Toll Meet Me (bridging only)	\$0.0300
Instant Meeting Toll Free Meet Me / Dial Out	\$0.0300
Instant Meeting Toll Meet Me (bridging only)	\$0.0300
Standard Dial Out	\$0.1513
Standard Toll Free Meet Me	\$0.1335
Standard Toll Meet Me (bridging only)	\$0.1068
Premier Dial Out	\$0.2225
Premier Toll Free Meet Me	\$0.1891
Premier Toll Meet Me (bridging only)	\$0.1580

The non recurring per call charges for Audio Streaming are based on the number of participants on the internet per call

Number of Participants	Charge
1 to 4	\$ 775.00
5 to 10	\$ 800.00
11 to 25	\$ 850.00
26 to 50	\$ 900.00
51 to 250	\$ 1,000.00
251 to 500	\$ 1,500.00
501 to 1000	\$ 2,000.00

A \$700 per call charge applies per audio streaming call designated for Audio Streaming Replay. This is in addition to the per call charges above.

US Bridged Canadian Audio Conferencing

Canadian Audio Conferencing. For Audio Conferencing Dial Out and Toll Free Meet-Me Access (1) originating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands and terminating in Canada, and (2) originating in Canada and terminating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands, Customer will be charged the per-minute per-bridge port fixed rates described herein. Charges are inclusive of both bridging and transport, unless noted otherwise below. Transport rates applicable to Bridging Only charges described below will be those transport rates otherwise applicable under this Agreement. Customer is responsible for all other charges associated with Canadian Audio Conferencing Service at standard rates. The following rates per minute will be fixed for the Term.

Service Level/Access Type	(US\$)
Canada Unattended Toll Free Meet Me	\$0.0650
Canada Instant Meeting Toll Free Meet Me	\$0.0650
Canada Standard Dial Out	\$0.1900
Canada Standard Toll Free Meet Me	\$0.1700
Canada Premier Dial Out	\$0.2650
Canada Premier Toll Free Meet Me	\$0.2400

US Dial Out International Audio Conferencing

US Dial Out International Audio Conferencing

International Audio Conferencing (Dial out from a US bridge). In lieu of any other discounts, Customer will receive the following fixed discount off of the standard rates (which include both transport and bridging) for domestically bridged International Dial-Out Audio Conferencing, as set forth in the Guide.

US International Audio Conferencing Discount:	27%
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Instant Meeting Replay

Instant Meeting Replay and Instant Replay Plus. Customer shall receive Instant Meeting Replay Service and Instant Replay Plus Service at the following rates per minute. These rates shall be fixed for the Term. Customer will be responsible for all other charges associated with Instant Meeting Replay and Instant Meeting Replay Services at standard rates.

Toll and Toll Free Access	Rate per Minute
Instant Meeting Replay	\$0.1670
Instant Replay Plus	\$0.1670

Global Access Transport Charges (U.S. Bridged). The following per-minute per bridge-port usage charges apply in the following countries based on availability of service, zone and origination access type. Bridging charges are additional and are priced at Customer's applicable Toll Meet Meet-Me Access rate per minute. The following rates per minute will be fixed for the Term.

Originating Access Method		
Zone	Local Toll	Local Freephone
A	\$0.0412	\$0.1452
B	NA	NA
C	\$0.0742	\$0.2208
D	\$0.0900	\$0.2408
E	\$0.1890	\$0.2705
F	NA	\$0.2834
G	NA	\$0.4524

B.2.10.2 - VIDEO CONFERENCING

US ISDN Video Conferencing - Flat Rate

Domestic ISDN Video Conferencing Service. For Domestic ISDN Video Conferencing Service, Customer will pay the following port usage charges per minute per video bridge port and the following dial-out transport charges per minute for transport (per 2 channels 112/128 Kbps), with rounding to the next higher full minute. Customer will be responsible for all other standard charges associated with Domestic ISDN Video Conferencing Service. The following rates per minute will be fixed for the Term.

ISDN Bridging	Rate per Minute per Site
Premier*/Standard/Unattended ISDN Bridging	\$0.8367
Instant Video ISDN Bridging	\$0.7750
* Additional per call per minute charge for Premier Level Video Conferencing	\$1.5000
Transport	Rate per Minute per Site per 112/128 kbps
United States	\$0.1800
Australia	\$0.210025
Hong Kong	\$0.2100
Japan	\$0.2100
Singapore	\$0.2200
United Kingdom	\$0.2000
Thailand	\$4.0000
India	\$4.0000

Video-Region 1	\$0.40
Video-Region 2	\$0.40
Video-Region 3	\$0.40
Video-Region 4	\$4.00

US IP Video Conferencing

Domestic IP Access Video Conferencing Service. For Domestic IP Access Video Conferencing Service, Customer will pay the following bridging charges per minute per video bridge port, based on port speed. Customer will be responsible for all other charges associated with Domestic IP Access Video Conferencing Service at standard rates. The following rates per minute will be fixed for the Term of this Agreement.

IP Access Video Port Bridging Speed	Premier*/Standard/Unattended Rate per Minute per Site	Instant Video Rate Per Minute per Site
less than 385 Kbps	\$0.8350	\$0.7750
385 Kbps – 768 Kbps	\$1.2675	N/A
769 Kbps – T1	\$1.9150	N/A
* Additional per call per minute charge for Premier Level Video Conferencing	\$1.5000	N/A

B.2.10.3 - NET CONFERENCING PRODUCTS

Domestic Per-Minute Net Conferencing. Customer will pay the following per minute rates, which are fixed for the Term, for Per-Minute Instant, Advanced, Reserved and Customized Net Conferencing. Customer will be responsible for all other charges associated with Net Conferencing Service at the standard rates set forth in the Guide.

Per Minute Net	Rate Per Minute Per Participant
Net Conferencing rate per minute Net Conferencing rate per minute WebEx	\$0.1500

Domestic Net Conferencing Seat-Based Option (“Seat-Based Net”).

Customer will be eligible for the following rates for Seat-Based Net Services. In order to utilize Seat-Based Net, Customer must sign a Seat-Based Net Enrollment Form ("Enrollment Form"). Any additions or modifications to Customer's Seat-Based Net Service during the Term will be controlled by the submission of a completed Seat-Based Change Form. The effective date of any Enrollment Form will be no later than the first day of the second full billing cycle following Customer's submission of the Enrollment Form to Verizon. No back credits will be available. Customer will be responsible for all other charges associated with Seat-Based Net, including, but not limited to, Set-Up charges and Overage charges, at the then standard rates set forth in the Guide. The per seat per month charges will be fixed for the Term. The following rates will be fixed for the Term.

Product: Seat Commitment	Per Seat Per Month
Webex Meeting Center Pro: 5-25	\$ 140.00
Webex Meeting Center Pro: 26-50	\$ 104.00
Webex Meeting Center Pro: 51-200	\$ 92.00
Webex Meeting Center Pro: 201+	\$ 79.50
Meeting Center Standard: 2-25	\$ 75.00
Meeting Center Standard: 26-50	\$ 70.00
Meeting Center Standard: 51-200	\$ 65.00
Meeting Center Standard: 201+	\$ 60.00
Training Center: 5-20	\$ 165.00
Training Center: 21-30	\$ 155.00
Training Center: 31-50	\$ 135.00
Training Center: 51-70	\$ 120.00
Training Center: 71+	\$ 114.00
Support Center: 2-20	\$ 114.00
Product: Seat Commitment	Per Seat Per Month
Support Center: 21-30	\$ 106.00
Support Center: 31-50	\$ 99.00
Support Center: 51-70	\$ 91.00
Support Center: 71-100	\$ 84.00
Support Center: 101+	\$ 80.00
Event Center: 25-50	\$ 68.00
Event Center: 51-200	\$ 55.00
Event Center: 201-400	\$ 45.00
Event Center: 401-750	\$ 38.00
Event Center: 751+	\$ 30.50

Domestic Net Conferencing Enterprise Edition (“EE”). Customer will be eligible for the following rates for EE Services. In order to utilize EE, Customer must sign an EE Enrollment Form ("Enrollment Form"). The effective date of any Enrollment Form will be no later than the first day of the second full billing cycle following Customer's submission of the Enrollment Form to Verizon. No back credits will be available. Customer will be responsible for all other charges associated with EE, including, but not limited to, Set-Up charges and Overage charges, at the then standard rates set forth in the Guide. The per minute charges will be fixed for the Term.

US Enterprise Edition Committed Minutes Range	Rate Per Minute/Overage Rate Per Minute
1,500 to 4,999	\$0.3550
5,000 to 9,999	\$0.3300
10,000 to 24,999	\$0.3000
25,000 to 49,999	\$0.2750
50,000 to 99,999	\$0.2500
100,000 to 249,999	\$0.2300
250,000 to 499,999	\$0.2100
500,000 to 999,999	\$0.1800
1,000,000 to 2,499,999	\$0.1700
2,500,000 to 4,999,999	\$0.1600
5,000,000 +	\$0.1500

ATTACHMENT C
VoIP Service Type – IP Trunking

1. **Rates and Charges.** Current rates and charges for VoIP IP Trunking Service are described below. VoIP IP Trunking Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

1.1 **Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Trunking location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP) long distance (“LD”) minutes as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP Mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
250 Domestic LD and Local	\$28	Unlimited	Unlimited	250	\$0.025/min
250 Domestic LD and Local with BEST	\$38	Unlimited	Unlimited	250	\$0.025/min
250 Domestic LD Only	\$12	Unlimited	N/A	250	\$0.025/min
250 Domestic LD only with BEST	\$22	Unlimited	N/A	250	\$0.025/min

1.2 **Metered Simultaneous Calling Capacity Charge.** Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one (1) unit must be purchased for each VoIP IP Trunking hub and remote location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calling (VoIP origination and termination) and unlimited local calling, while all outbound long distance (“LD”) inter-enterprise calls (termination is non-VoIP) will be billed a per-minute charge, as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP Mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
Domestic LD and Local	\$25	Unlimited	Unlimited	0	\$0.023/min
Domestic LD and Local with BEST	\$35	Unlimited	Unlimited	0	\$0.023/min
Domestic LD Only	\$7	Unlimited	N/A	0	\$0.023/min
Domestic LD only with BEST	\$17	Unlimited	N/A	0	\$0.023/min

1.3 **Burstable Enterprise Shared Trunks.** Subject to the terms and conditions herein, Customer’s VoIP IP Trunking hub and remote sites that are provisioned with metered simultaneous call capacity will be able to share across Customer’s enterprise the simultaneous calling capacity purchased by Customer, subject to the limitations set forth in Section 2, below. There is no additional charge for this feature.

1.4 **Optional Virtual Fx Service Simultaneous Calling Capacity Charge.** Virtual Fx allows Customer to receive inbound calls on a Direct Inward Dial (DID) number associated with a location outside the local exchange area for Customer’s physical location. Customer shall pay an MRC per Simultaneous Call for optional Virtual Fx Inbound Local service of \$22.00. Each such monthly charge includes the ability to receive one inbound local call at a time. If Customer requires outbound VoIP services at the same physical location where a Virtual Fx-originated call may terminate, separate domestic LD-only VoIP services must be purchased from Verizon. Customer will pay a separate charge for the DIDs as set forth in Section 2 in the Service Attachment.

Verizon VoIP Virtual FX Description

Verizon Voice over IP (VoIP) Virtual FX is an inbound-only application using Direct Inward Dialing (DID). By using VoIP Virtual FX, customers can set up one or more virtual locations to permanently forward incoming calls to a physical hub location. This means that a customer may have local DIDs in a variety of cities but have one central location where all of those incoming calls are terminated.

VoIP Virtual FX is currently an inbound-only application; no re-origination is permitted. No matter what size your hub or virtual site is, VoIP can provide a cost-effective, scalable solution to meet your business needs. The physical hub site must use a standard VoIP design and certified Verizon VoIP customer premise equipment (CPE) to be approved for the VoIP Virtual FX application.

Example:

Verizon VoIP Virtual FX service has been provisioned for a hub location in Roanoke, Virginia. If this hub location would also desire to place outbound calls in addition to receive inbound virtual FX calls, then a separate simultaneous call (LD only or LD and Local) unit must be ordered and provisioned to allow outbound calling from the virtual FX terminating location.

1.5 **Change in Simultaneous Call Count.** Customer must maintain its provisioned simultaneous call count for at least a 30-day period before requesting a decrease in simultaneous call count.

1.6 **Equipment and Access.**

1.6.1 In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate contract for the attendant service and/or CPE.

1.6.2 A LA CARTE pricing does not include Verizon Internet Dedicated, Ethernet, or Private IP Service which must be purchased separately by Customer as transport for use with IP Trunking VoIP Service.

1.6.3 Equipment Installation Charges

Project Engineer	\$175 per hour
Implementation Engineer	\$142 per hour

1.7 **Service Establishment Fee.** Customer will pay a non-recurring Service establishment fee as set forth below.

Number of Active DIDs	Service Establishment Fee (per location)
0 – 24	\$100
25 – 75	\$250
76-300	\$500
301 – 1,000	\$750
1,001 – 5,000	\$1,000
5,001 – 12,500	\$2,500
12,501 - 20,000	\$4,000
>20,001 DIDs	Individual Case Basis

1.8 **Feature Profiles.** A “feature profile” is established for every unique DID number. IP Trunking sites are provided feature profiles at no charge.

1.9 **Optional Network Features.** Customer will pay for the optional network features at the following rates, which are fixed for the Term:

Optional Network Features(s)	MRC
Auto Attendant	\$30/instance*
Voicemail	\$5/configured user
* "Instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

2. **Burstable Enterprise Shared Trunks – Terms and Conditions**

2.1 When all VoIP traffic is aggregated at Customer’s hub location, Customer will only be able to make as many simultaneous calls across its enterprise as is supported via the data access at such hub location.

2.2 Customer is solely responsible for purchasing sufficient simultaneous calls across its enterprise to support traffic for its hub and remote locations. Customer acknowledges and understands that purchasing, say, 800 simultaneous calls across its enterprise to serve, say, 800 sites, may diminish the end-user experience, resulting in such occurrences as busy lines.

- 2.3 Metered simultaneous call capacity is only available with the A LA CARTE pricing plan. If Customer purchases VoIP Service with metered simultaneous calling capacity, all locations receiving VoIP Service within Customer's enterprise must be metered. Only metered locations within Customer's enterprise will be able to burst using available simultaneous call capacity from other Customer metered simultaneous call sites.
- 2.4 If some of Customer's locations receive Local and LD VoIP Service and others are LD-only, the two types of locations will be treated as different enterprises, and simultaneous calling capacity will not be able to be shared between them. Also, intra-enterprise calls between the Local/LD and LD-only locations may be seen, in effect, as inter-enterprise.
- 2.5 Burstable enterprise shared trunks will not be supported at non-metered sites.
- 2.6 Burstable enterprise shared trunks are only available to U.S. sites and only the simultaneous call units at U.S. sites contribute to the total available concurrent call capacity.
- 2.7 The maximum bursting capacity of each VoIP IP Trunking location is based on two factors – the maximum number of calls that can be supported within the location's data bandwidth and the total number of simultaneous calling units purchased by Customer across its enterprise – and is subject in any case to a maximum of fifty (50) simultaneous calls in addition to what is provisioned at any single location. Two examples are provided:

If Customer's Location A buys 20 simultaneous calling units on a T1 and Customer's Location B buys 40 simultaneous calls on a DS3, assuming availability, Location A could burst through its allocation of 20 simultaneous calling units up to a maximum of 41 simultaneous calling units because that's the maximum simultaneous calls supportable on a T1.

If Customer's Location C buys 60 simultaneous calling units on a DS3 and Customer's Location D also buys 60 simultaneous calling units on a DS3, assuming availability, Location A could burst through its allocation of 60 simultaneous calling units up to a maximum of 110 simultaneous calling units because any single location is limited to bursting to an additional 50 simultaneous calling units.

- 2.8 Customer must inform Verizon of its data bandwidth at each location so that Verizon can properly configure the maximum simultaneous call setting based on Customer's bandwidth. Verizon will perform a periodic review of Customer's actual simultaneous call bursting and reserves the right to reallocate simultaneous calling capacity among Customer locations to better reflect actual use.
- 2.9 If Customer changes its data bandwidth and desires more simultaneous calls to be supported at a particular location, it must process a change order with Verizon to increase the number of available simultaneous calling units.
- 2.10 Every remote site will receive an allocation of at least one metered simultaneous call to be able to participate in the sharing.
- 2.11 Verizon Technical Support will be able to identify call failures or blockage if Customer exceeds its aggregate (enterprise-level) simultaneous calling capacity. However, Verizon is not responsible for and cannot provide specific details identifying which Customer location is causing the threshold to be exceeded at the time it occurs. Customer is responsible for monitoring location-level traffic requirements to identify sites which require additional simultaneous call capacity to meet traffic requirements.

3. **Service Level Agreement**

- 3.1 Service Level Agreement. The Service Level Agreement ("SLA") for VoIP Service is attached hereto. Verizon reserves the right to amend SLAs from time to time, effective upon written notice to Customer. These SLAs set forth the Customer's sole remedies for any claim relating to VoIP service, including any failure to meet the conditions set forth in these SLAs. Verizon shall provide written notice to the customer of any amendment to the SLAs and, if the customer does not accept the amended SLAs, the customer may terminate VoIP service upon written notice to Verizon. Under these SLAs, the maximum amount of credit available to a customer for any calendar month shall not exceed the following: (a) the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated or Internet DSL Office service under the Agreement. In the event of any conflict between the Service-specific terms and conditions set forth in this Modification and the terms and conditions of the Contract, as otherwise modified, the terms and conditions of the Modification shall prevail. In the event of a conflict between the general terms and conditions set forth in this Modification that are not Service-specific and the terms and conditions of the Contract, as otherwise amended, the terms and conditions of the Contract shall prevail.

4. Service Intervals

4.1 Contract Attachment C “Service Ordering and Provisioning”, Table C-2, “Installation/disconnect intervals for data services (Business Days)” shall be amended to add the following service intervals for VoIP IP Trunking Service:

VoIP, HIPC, and IP Trunking - New Install Intervals

Install Intervals & Dispatches:

NOTE: The # of dispatches within the matrix to support Hosted IP Centrex (HIPC) installs does not include any additional dispatches that may be requested for phased LNP activations.

Number of Devices	Number of Dispatches	Overall Interval
49 or less	1	38 Business Days
50+	2	45 Business Days

Verizon Business Voice over IP (HIPC, IP Trunking) SLA

Overview

Verizon supports quality service on Verizon Business Voice over IP ("VoIP") by offering a performance Service Level Agreement (SLA) for customers who implement Verizon Business VoIP Bundled or A La Carte service using Verizon Business Internet Dedicated, Private IP (PIP), or Internet DSL Office (Bundled service only) transport service. The Verizon Business VoIP SLA is in lieu of, and entirely replaces, any other SLAs for Internet Dedicated service. Performance standards in the SLA cover: Jitter, Mean Opinion Score (MOS), Latency, Packet Delivery, Network Availability and Denial of Service (Internet Dedicated Access Only).

Performance is measured by collecting data from designated routers, at key network hubs, in 5-minute intervals, from which a monthly average is derived. However, no SLA credits will be given if Verizon Business fails to meet an SLA standard due to reasons of Force Majeure (as defined in the applicable service agreement).

Verizon Business VoIP Jitter Service Level Agreement

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which impacts voice quality.

The Verizon Business VoIP Jitter SLA provides that Verizon Business's contiguous U.S. Network (as defined in the relevant Verizon Business service agreement) monthly jitter performance will not exceed 1.0 millisecond between Verizon Business-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP Jitter Credit Request Form, and provide all required information (e.g., account number). The Verizon Business Customer Support department will use Verizon Business's public backbone statistics Web site to verify that the Jitter SLA standard was missed. If Verizon Business Support confirms Customer's request (i.e., that Verizon Business missed the Jitter SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the Verizon Business VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. For A la Carte service, the MRC used to calculate the credit is either the applicable site fee of simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated service under the related Verizon Business service agreement. For Bundled service, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Verizon Business VoIP MOS Service Level Agreement

Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call.

The Verizon Business VoIP MOS SLA provides that Verizon Business's contiguous U.S. Network MOS performance will not drop below 3.8 between Verizon Business-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States. MOS is calculated using the standards based E-model (ITU-T G.107).

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP MOS Credit Request Form, and provide all required information (e.g., account number). The Verizon Business Customer Support department will use Verizon Business's public backbone statistics Web site to verify that the MOS SLA standard was missed. If Verizon Business Support confirms customer's request (i.e., that Verizon Business missed the MOS SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the Verizon Business VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. For A la Carte service, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated service under the related Verizon Business service agreement.

For Bundled service, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Network Latency Service Level Agreement

The Verizon Business VoIP Latency SLA provides the Verizon Business's contiguous U.S. Network Latency performance will have a monthly average round-trip transmission of 55 milliseconds or less between Verizon Business-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP Network Latency Credit Request Form, and provide all required information (e.g., account number). The Verizon Business Customer Support department will use Verizon Business's public backbone statistics Web site to verify that the Network Latency SLA standard was missed. If Verizon Business Support confirms customer's request (i.e., that Verizon Business missed the Network Latency SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the Verizon VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. For A la Carte service, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated service under the related Verizon Business service agreement. For Bundled service, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Network Packet Delivery Service Level Agreement

The Verizon Business VoIP Packet Delivery SLA provides that Verizon Business's monthly packet delivery rate will be 99.5 percent or greater for data delivery between designated Hub Routers in the contiguous United States.

To receive a credit, customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP Packet Delivery Credit Request Form and provide all required information (e.g., account number). The Verizon Business Customer Support department will use Verizon Business's public backbone statistics Web site to verify that the Packet Delivery SLA was missed. If Verizon Business Support confirms customer's request (i.e., that Verizon Business missed the Packet Delivery SLA threshold), then the customer shall receive a credit to its account equal to one day's share of the Verizon Business VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. For A la Carte service, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated service under the related Verizon Business service agreement. For Bundled service, the MRC used to calculate the credit is the

applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed SLA.

Network Availability Service Level Agreement

The Verizon Business VoIP Network Availability SLA provides that Verizon Business's contiguous US Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network, or an Verizon Business-ordered, third-party telephone company access circuit in the contiguous U.S., was not available to Customer. The unavailable time is started when a customer opens a trouble ticket with the Verizon Business Customer Support Center at 877-777-7176. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the service is again available to the customer.

This will not include unavailability resulting from:

- Verizon Business Network maintenance;
- Customer-ordered third-party circuits;
- Inappropriate customer service configuration change(s) through the Verizon Business Customer Center Web site;
- Customer Premise Equipment including, but not limited to, customer provided PBX, black phones, SIP phones, Quality of Service Box, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer, or any use or user of the service that is authorized by Customer but outside the scope of Customer's service;
- Reasons of Force Majeure (as defined in the applicable underlying Service Agreement).
- "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon Business, the following:
 - (a) incorrect or incomplete contact information provided by Customer which prevents Verizon Business from completing the trouble diagnosis and service restoration;
 - (b) Verizon Business being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
 - (c) Customer's failure or refusal to release the circuit for testing;
 - (d) Customer being unavailable when Verizon Business calls to close a trouble ticket or verify service restoration,
 - (e) any other act or omission on the part of Customer; or
 - (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with Verizon Business Support while they are experiencing a service problem. The calculation of unavailable time is based on trouble ticket times.

To receive credit, customer must request it within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP Network Availability Credit Request Form, and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable due to Network unavailability. If Verizon Business Support confirms the validity of customer's request (i.e., that Verizon Business missed the Network Availability SLA standard), then the customer shall receive a credit to its account equal to one day's share of the Verizon Business VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA, multiplied by each whole hour that the affected unit of Service was unavailable due to Network unavailability. For A la Carte service, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated service under the related Verizon Business service agreement. For Bundled service, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge.

Denial of Service Level Agreement

The Internet Dedicated Access Denial of Service SLA is also available to Verizon Business VoIP customers that use Internet Dedicated Access.

Process

Pursuant to this SLA, Denial of Service attacks on the customer's Internet Dedicated Access shall be responded to within 15 minutes of the customer opening a complete trouble ticket.

To open a trouble ticket for Denial of Service, the customer must call the Verizon Business Customer Support Center at 877-777-7176 and state: "I am under a Denial of Service Attack" and it must be confirmed that the attack is on their Internet Dedicated Access Service. A complete trouble ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller Email Address and Possible Destination IP address/Type of Attack.

Remedy

If Verizon Business Support confirms the customer's request (i.e., that Verizon missed the Denial of Service SLA threshold), then a bundle customer shall receive a credit to its account equal to one day's share of the Verizon Business VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed SLA. For A La Carte service, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable monthly recurring fee for the related Internet Dedicated Service under the related Verizon Business service agreement. For Bundled service, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed SLA. Customer may obtain no more than one

credit per month, regardless of the number of Denial of Service SLA non-compliances during the month.

General Conditions

Verizon Business defines a Denial of Service attack on access as more than 95% bandwidth utilization. Verizon Business shall use trouble tickets and other appropriate Verizon Business records to determine, in its sole judgment, SLA compliance. To receive credit, customer must request it within 30 days after the Denial of Service attack occurred. Customer must access the online Verizon Business VoIP Denial of Service Credit Request Form, and provide all required information (e.g., account number).

ATTACHMENT D
Private IP Service

I. Rates and Charges. For the purposes of the pricing below, “ICB” means charges are determined on an individual case basis. The monthly recurring charges (“MRC”) shown below include DiffServ Control Point (“DSCP”) 24 (also referred to as IP Precedence 3) committed access rate (“CAR”). A customer of Verizon may order optional enhanced traffic management (“ETM”) by subscribing to the Gold CAR with the Additional MRC in the table shown below. (Customer’s billing statement may reflect Gold CAR charges as “EF-Real Time” charges.)

Domestic Private IP. The customer will pay Verizon’s VBS II standard domestic MRCs for Private IP Port and CARs (as defined below), which are fixed for the Term of the Agreement, and non-recurring charges (“NRC”) shown below.

1. Non-Recurring Charges

Ancillary Type	NRC (per port)
Order expedite	\$500

2. VBS II Monthly Recurring Charges. The customer may select PIP Port Speed and desired GOLD CAR speed.

a. Contiguous United States and Hawaii Installations.

PIP Rates

PIP PORT SPEED Dedicated only	PIP Port MRC
64 Kbps	\$ 45.00
256 Kbps	\$ 108.00
512 Kbps	\$ 129.00
1.536 Mbps	\$ 269.00
3.072 Mbps	\$ 503.00
4.608 Mbps	\$ 704.00
6.144 Mbps	\$ 905.00
7.68 Mbps	\$ 928.00
9.216 Mbps	\$ 951.00
10 Mbps	\$ 974.00
10.752 Mbps	\$ 997.00
12.288 Mbps	\$ 1,020.00
15 Mbps	\$ 1,043.00
20 Mbps	\$ 1,066.00
25 Mbps	\$ 1,089.00
30 Mbps	\$ 1,112.00
35 Mbps	\$ 1,135.00

PIP PORT SPEED	PIP Port MRC
Dedicated only	
40 Mbps	\$ 1,158.00
44.736 Mbps	\$ 1,173.00

PROTOCOL	SPEED	PIP PORT MRC
Ethernet	50 Mbps	\$1,416.22
Ethernet	60 Mbps	\$1,642.94
OC-3	60 Mbps	\$2,028.00
Ethernet	70 Mbps	\$1,850.42
OC-3	70 Mbps	\$2,249.00
Ethernet	80 Mbps	\$2,039.44
OC-3	80 Mbps	\$2,444.00
Ethernet	90 Mbps	\$2,209.48
OC-3	90 Mbps	\$2,613.00
Ethernet	100 Mbps	\$2,360.54
OC-3	100 Mbps	\$2,758.60
OC-3	125 Mbps	\$3,104.40
OC-3	155 Mbps	\$3,587.74
Ethernet	200 Mbps	\$4,531.80
OC-12	200 Mbps	\$5,460.00
Ethernet	250 Mbps	\$5,570.50
Ethernet	300 Mbps	\$6,514.56
OC-12	300 Mbps	\$6,514.56
Ethernet	350 Mbps	\$7,458.62
Ethernet	400 Mbps	\$8,308.30
OC-12	400 Mbps	\$8,308.30
Ethernet	450 Mbps	\$8,912.54
Ethernet	500 Mbps	\$9,441.38
OC-12	500 Mbps	\$9,441.38
Ethernet	600 Mbps	\$10,762.96
OC-12	600 Mbps	\$10,762.96
OC-12	622 Mbps	\$11,027.38
Ethernet	700 Mbps	\$11,896.04
Ethernet	800 Mbps	\$12,840.10
Ethernet	900 Mbps	\$13,595.40
Ethernet	1000 Mbps	\$14,161.94

b. PIP PORT NRC's ARE WAIVED. NRC charges will apply only if PIP is disconnected prior to the one year waiver period. PIP Port NRC charges are \$100 for 1.536 Mbps and below and above 1.536 Mbps are \$600.

c. PIP Port MRC does not include access. This is port only.

GOLD CAR LIST**ADDITIONAL NEW MRC**

Speed	Net MRC
0 Kbps	\$0.00
8 Kbps	\$0.00
28 Kbps	\$8.75
32 Kbps	\$8.75
48 kbps	\$8.75
64 Kbps	\$8.75
112 kbps	\$8.75
128 Kbps	\$8.75
160 kbps	\$37.50
192 Kbps	\$37.50
224 kbps	\$37.50
256 Kbps	\$37.50
336 kbps	\$37.50
384 Kbps	\$37.50
448 kbps	\$37.50
512 Kbps	\$37.50
544 kbps	\$37.50
576 kbps	\$37.50
768 Kbps	\$37.50
912 kbps	\$37.50
1.152 Mbps	\$37.50
1.376 Mbps	\$37.50
1.536 Mbps	\$37.50
2.000 Mbps	\$75.00
2.048 Mbps	\$75.00
2.688 Mbps	\$75.00
2.752 Mbps	\$75.00
3.000 Mbps	\$75.00
3.072 Mbps	\$75.00
3.500 Mbps	\$125.00
3.600 Mbps	\$125.00
4.144 Mbps	\$125.00
4.608 Mbps	\$125.00
5.000 Mbps	\$200.00
5.392 Mbps	\$200.00
5.520 Mbps	\$200.00
6.144 Mbps	\$200.00
6.912 Mbps	\$200.00
7.280 Mbps	\$200.00
GOLD CAR LIST	ADDITIONAL NEW MRC
Speed	Net MRC

8.000 Mbps	\$200.00
8.096 Mbps	\$200.00
8.288 Mbps	\$200.00
8.896 Mbps	\$200.00
9.216 Mbps	\$200.00
9.664 Mbps	\$312.50
10.000 Mbps	\$312.50
10.800 Mbps	\$312.50
11.000 Mbps	\$312.50
13.488 Mbps	\$562.50
16.192 Mbps	\$562.50
17.808 Mbps	\$562.50
18.976 Mbps	\$562.50
20.000 Mbps	\$562.50
21.680 Mbps	\$562.50
22.000 Mbps	\$562.50
22.496 Mbps	\$812.50
24.384 Mbps	\$812.50
27.088 Mbps	\$812.50
29.776 Mbps	\$812.50
30.000 Mbps	\$812.50
31.680 M	\$937.50
32.480 M	\$937.50
36.000 Mbps	\$937.50
36.800 M	\$937.50
37.072 M	\$937.50
39.552 M	\$937.50
40.000 Mbps	\$937.50
43.200 Mbps	\$937.50
44.992 Mbps	\$937.50
50.000 Mbps	\$1,500.00
62.500 Mbps	\$1,500.00
72.000 Mbps	\$1,500.00
77.500 Mbps	\$1,500.00
80.992 Mbps	\$1,500.00
90.000 Mbps	\$1,500.00
125.500 Mbps	\$2,750.00
139.936 Mbps	\$2,750.00
155.520 Mbps	\$2,750.00
180.000 Mbps	\$2,750.00
224.500 Mbps	\$4,250.00
270.000 Mbps	\$4,250.00
311.000 Mbps	\$6,000.00
GOLD CAR LIST	ADDITIONAL NEW MRC
Speed	Net MRC

314.500 Mbps	\$6,000.00
360.000 Mbps	\$6,000.00
404.500 Mbps	\$7,500.00
450.000 Mbps	\$7,500.00
540.000 Mbps	\$9,500.00
559.888 Mbps	\$9,500.00
630.000 Mbps	\$10,750.00
720.000 Mbps	\$12,250.00
810.000 Mbps	\$13,500.00
900.000 Mbps	\$14,875.00

Charges in the above table are available only in the contiguous 48 US states.

Standard Reporting, as described in Verizon’s Service Guide is available at no charge.

Terms and Conditions. The following terms and conditions are applicable, in addition to others set forth in the Service Guide.

A. General. A customer can only subscribe to ETM via the optional Gold CAR at a speed that is less than or equal to 90% of the port speed. If a customer orders a 0 Kbps Gold CAR to subscribe to ETM, Customer will receive Standard Reporting only.

B. Service Level Agreement. The Service Level Agreement (“SLA”) for Private IP Service is attached hereto. Verizon reserves the right to amend the SLA from time to time effective upon written notice; provided that in the event of any amendment resulting in a material reduction of the SLA’s service levels or credits, the customer may terminate the Service without penalty by providing Verizon written notice of termination. If the customer chooses to so terminate the Service, Verizon will disconnect the Service within 60 days of its receipt of the customer’s notice of termination. The SLA sets forth Customer’s sole and exclusive remedies for any claim relating to failure to meet such SLA. Notwithstanding anything to the contrary, the maximum amount of credit in any calendar month under the SLA will not exceed the amount that, absent the credit, would have been charged for the Service that month.

C. Private IP Service Options. The customer must choose from Standard or Enhanced Traffic Management Private IP Service options.

D. Change in Service. Verizon may modify or replace Private IP Service offerings or features upon 60 days prior written notice to the customer; provided that the customer may terminate the Private IP Service without penalty following such notice of any change that has or will have a material adverse affect on the functionality of the Private IP Service if Verizon fails to correct or prevent the adverse effect in the 10 days following the customer’s written notification to Verizon of such effect.

E. Diversity and Disaster Recovery. The customer may subscribe to one or more optional features enabling access to the Private IP Network under circumstances where

primary access is unavailable. The term of such optional features shall be the same as the term for the customer's Private IP Service.

1. Diversity Feature. Geographic Diversity automatically directs a second customer circuit to a different Verizon gateway. Router Diversity automatically directs a second customer circuit to a different Private IP switch/router.
2. Disaster Recovery Port Feature. When a customer's primary port on the Private IP Network is unavailable due to circumstances prevailing in the customer's geographic locale, this feature allows the customer to redirect its circuit to a different Verizon gateway at a different Verizon point-of-presence (POP). A customer's Disaster Recovery port may be located either at the site of a third-party disaster recovery vendor, or on the customer's own network. A customer purchasing a Disaster Recovery port must also have primary port on the Verizon Private IP Network and must also subscribe to either a Geographic or Router Diversity feature. The Disaster Recovery Port features may be used by the customer only if its primary access is unavailable or for periodic customer disaster recovery testing. If Verizon determines that Customer is using these features for other purposes, including but not limited to, load balancing between two circuits, Customer will be charged for full use of two circuits.
3. Availability. Private IP Diversity and Disaster Recovery do not guarantee that the customer's Private IP Service will be always available when the primary access is not available. Private IP Service accessed through the use of the Disaster Recovery may be unavailable due to the same or other circumstances that caused the primary Private IP Network access to be unavailable. No Service Level Agreement is provided for the Private IP Diversity or Disaster Recovery features.

F. Service Intervals

F.1 Contract Attachment C “Service Ordering and Provisioning”, Table C-2, “Installation/disconnect intervals for data services (Business Days)” shall be amended to add the following service intervals for Private IP Service:

Private IP Service Install Intervals-Business Days

Private IP (on- and off-net)	DS0/DS1	17
Private IP (on- and off-net)	DS3	30
Private IP (on- and off-net)	OC-N	OC3/OC12 (on-net) – 45 OC3/OC12 (off-net) – 60 OC48 and above (on-net or off-net) – 90

F.2 Private IP Service Level Agreement - V2008-1

1. Service Level Agreement Summary. The Private IP – Service Level Agreement (“PIP-SLA”) covers U.S. and international Private IP Service (collectively, the “Service” or “Private IP Service”). The PIP-SLA consists of several service level standards (“Service Level Standards”). Customer may qualify for credits when the Verizon PIP Network performance fails to meet the stated thresholds established for a Service Level Standard. The PIP-SLA also covers the transport components of the Managed Private IP Service product; the managed service components of Customer's Service may be covered in a separate Managed Services, Service Level Agreement.
2. Definitions of Terms. Terms used in this document are defined in the Terms and Definitions section at the end of this document.
3. Service Level Standard Performance Measures. The PIP-SLA performance measures are defined in detail below. The PIP-SLA Service Level Standards are as follows:
 - End-to-end Circuit Availability
 - Site Availability - Dual Port
 - Time to Repair (“TTR”)
 - US Network Delay
 - Packet Delay
 - Packet Delivery Ratio (“PDR”)
 - US Network Mean Opinion Score (“MOS”)
 - Jitter

- Service Installation
- Moves, Adds, or Changes (“MAC”)

4. Coverage Categories. Many of the Service Level Standards vary by class of service, access type, geographic location and outage type. These are defined as follows:

4.1 Class of Service. The PIP-SLA class of service delivery methodology follows the Internet Engineering Task Force (“IETF”) Differentiated Services (“Diff-Serv”) model (i.e. IETF RFC 2474). The Verizon traffic priority classes are identified as: Queue	Naming
EF *	Real Time / Voice
AF4 AF41, AF42/43	Video / Priority Data
AF3 AF31, AF32/33	Mission Critical Data
AF2 AF21, AF 22/23	Transactional Data
AF1 AF11, AF12/13	General Data
BE	General Business - Default

**ATTACHMENT E
VOICE OVER IP SERVICES – HOSTED IP CENTREX (“HIPC”)**

I. SERVICE DESCRIPTION. Verizon will provide to any customer the following Voice Over IP Services (individually or collectively, the “VoIP Service”).

Hosted IP Centrex

Designed for the customer locations requiring all the features of a PBX or key system, except that the features and intelligence reside on the Verizon network;

II. RATES AND CHARGES.

A. Pricing Model. The following rates and charges apply:

A LA CARTE—Tiered Pricing. The customer will pay the following rates and charges:

1. Simultaneous Calling Capacity Charge. The customer will pay the following monthly recurring charge (“MRC”) – which is fixed for the Term of the Contract – per simultaneous calling unit multiplied by the number of simultaneous call units the customer selects. A minimum of two units is required. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (either origination or termination is non-VoIP) long distance (“LD”) minutes as set forth below. Metered overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations [multiple buildings on a campus with a single VoIP connection comprise a single location] nor can minutes be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Service Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP Mins included	Local Calls included	Inter-enterprise VoIP LD Mins included**
Domestic LD and Local	\$35	Unlimited	Unlimited	Unlimited

2. One Time Non Recurring Charges

Per Simultaneous Call: \$26.80
 Each Additional Subscriber: \$26.80
 IP Telephone Installation: \$75.00**

** Only applies when Verizon installs telephones at customer site

3. Equipment and Access

a. In addition to the fees set forth above, the customer will pay the applicable fees for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE (including phones, routers and firewalls) or any other services or equipment not explicitly described as part of the HIPC pricing. Such equipment and services may be procured by the customer from any source in accordance with applicable law and regulation. Polycom phones are currently supported by Verizon. Specific models and pricing are provided as a separate Statement of Work (SOW) which shall be provided by Verizon to the customer. IP phones may only be ordered in conjunction with the HIPC service. In no event shall any customer be required to purchase or lease any such equipment or services from Verizon.

b. The customer must purchase Verizon Internet Dedicated or Private IP Service transport service for use with HIPC service.

c. Purchase of HIPC service on a per site basis requires a per site design which is reviewed and approved by Verizon as well as agreed to by the site contact.

Direct Inward Dial (DID) Service. The customer may purchase DID service at the current rate of \$6.25 per month per block of 20 DID numbers plus an installation charge, currently \$5.00 per block of 20 DID numbers.

Optional Network Features. The customer will pay for the optional network features at the following rates, which are fixed for the Term of the Contract:

Optional Network Features(s)	MRC
Auto Attendant	\$33/instance**
Accounting and Authorization codes	\$11/customer
Attendant Console	\$22/configured user
Additional feature profiles*** beyond simultaneous calling capacity	\$6/profile
Voicemail	\$5/configured user
** With respect to the Auto Attendant feature, "instance" means each menu of options that a caller may choose to access. Each separate	

listing of touch tone options presented to a caller is considered a separate menu.

*** A “feature profile” is the user name and password a subscriber is given to access the Verizon Customer Center so they can personalize features. Customers are provided one feature profile for each simultaneous call. Additional feature profiles are charged.

On-Site Training Charge. On-site training is available pursuant to a separate site service attachment at the rates set forth for VoIP service.

B. E-911 – Emergency Calling - Terms and Conditions

1. **Requirement.** A provider of “interconnected VoIP service” is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. “Interconnected VoIP service” means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user’s location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. 911 emergency calling service laws may also apply to Customer and it is solely Customer’s responsibility to understand and comply with such laws. Any explicit contractual duty specified under the Master Contract VA-031104-MCI of Verizon to indemnify, defend and hold harmless the Commonwealth is not applicable for this E911 service

2. **E-911 Routing.** Enhanced 911 calling (“E-911”) enables end-users to access an appropriate public safety answering point (“PSAP”) by dialing 911 with Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) displayed at the PSAP. The ANI may be the calling party number (“CPN”) or the billing telephone number (“BTN”) depending on Customer’s configuration. Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below. An end-user’s ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer’s access circuit or local gateway fails.
 - 2.1 **ANI/ALI.** E-911 provided via any of the four types of Verizon VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that

when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.

2.2 Long Distance Service/Limitations on E-911. Long Distance Voice Service does not provide access to E-911 calling. Thus, to obtain E-911 access and support, Customer must purchase separate Local service when only Long Distance Voice Service is ordered from Verizon (an option with IP Integrated Access, Hosted IP Centrex, and IP Trunking). If Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location in the Service Attachment to the extent it desires or is required to provide E-911.

2.3 PS/ALI. If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider or Verizon pursuant to a separate contract. In all cases, VoIP Service can only support the delivery of the caller's station level phone number to a PSAP when such telephone numbers are ported to Verizon during the initial provisioning process or are numbers assigned by Verizon. Before Verizon will support Customer's use of PS/ALI, Customer must execute Verizon's LOA (see Section 4.3 in the Service Attachment). Once PS/ALI is implemented, Verizon will continue to send 911 calls to the PSAP; however, Customer and not Verizon will be entirely responsible for the content of the information delivered in ALI to the PSAP and for any liability arising from its provision of, or the failure to provide, accurate and up-to-date information.

State or local laws may require Customer to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

2.4 Other Access Limitations. Common events that can limit access to E-911 via VoIP Service include but are not limited to:

- **Loss of Electric Service.** A loss of electric service will interrupt VoIP Service. Customers are urged to implement a battery backup system for VoIP Service.
- **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.

- **Failure to Register New Location of Equipment.** For IP Flexible T1, IP Integrated Access, and IP Trunking VoIP services, Verizon is able to provide access to E-911 only at the end-user's registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available. For Hosted IP Centrex service, mobility is supported for the end-user's IP phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's "office phone" (the dedicated hand-set that remains at the end-user's registered primary service location), use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.
- **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.

2.5 End-User Notice Requirements. Customer represents and warrants that it will notify all of its end-users of Verizon VoIP of the interaction and/or limitations of E-911 with Verizon VoIP as set forth in the Service Attachment and this Appendix, and with respect to Hosted IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the affects of re-registration of end-user addresses on existing end-user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.

3. **E-911 and VoIP IP Trunking Service.** Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer warrants it will, with respect to IP Trunking:

- detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service ("nomadic service") at the end-user's current location;
- only permit nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and

- otherwise block all VoIP calls attempted to be made via the nomadic service.

Customer shall be solely responsible for all third-party claims and liability arising from Customer's failure to do as required in this Section 3.

4. **E-911 and Hosted IP Centrex Service – Limitations on Mobility**

4.1 **PSAP Routing.** If an IP phone or soft-phone used with VoIP Hosted IP Centrex Service is moved to a new location, Customer or its end-user must report the change of location. If Customer or its end-user fails to report such a change of location or moves an IP phone or soft-phone outside Verizon's E-911 service area, VoIP Service may be suspended until Customer informs Verizon of the change or moves the IP phone or soft-phone back within Verizon's E-911 service area.

4.2 **Change in Registered Location.** Customer's end-users who want to use a VoIP Service-enabled IP phone or soft-phone other than at its current registered location can register their phone at their temporary location by utilizing the ICP application and client which can be downloaded to the end-user desktop.

Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may indicate to Verizon, via a change in IP address, that the phone may have been moved. Verizon may, but is not obligated to, monitor the IP phone's IP address.

4.3 **Affect of Change in Registered Location.** Customer's end-users who use a phone at a Customer facility for which VoIP Service has been enabled, but for which the ANI has been registered at another location, will still be able to place outbound 911 calls; however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.

5. **Provider Parity.** For purposes of 47 U.S.C. 615a – commonly referred to as the “NET 911 Improvement Act” – and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.

C. Service Disclaimer

1. VoIP Service may be interrupted or degraded by certain conditions:

For example (without limitation), VoIP Service relies on a customer's Domain Name Server ("DNS Server") and local area network ("LAN"); Verizon will not be responsible if the customer's DNS Server or LAN fails or performs poorly. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.

Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;

VoIP Service is provided without any warranty whatsoever with respect to modems. Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.

Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).

The customer will be responsible for all inside wiring and special construction charges.

2. The customer understands that use of VoIP Service is restricted in the following manner:

1. At any given time, the customer may only place as many concurrent calls as the customer has purchased;
2. The customer may not modify the Verizon-installed design and/or configuration without the prior written consent of Verizon;
3. The customer may not utilize auto-dialers or any similar type of device in connection with VoIP service;
4. The customer may not utilize VoIP Service in any call center environment or in connection with any similar such application with the exception that VoIP can be used for terminating calls in the call center environment;
5. The customer may not use VoIP Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding;
6. The customer may not aggregate traffic from multiple sites into a single site configured with VoIP Service; and
7. The customer may not extend its VoIP service to locations outside the U.S. without written permission from Verizon.
8. Resale by the customer of VoIP Service in its entirety is prohibited.

In the event of any violation by a customer of the foregoing restrictions on its use of VoIP Service, Verizon may pursue remedies available to it through the Contract or at law, which could include possible suspension or termination of the Service.

D. Call Origination Information. The customer acknowledges that Verizon classifies long distance calls as intrastate or interstate to determine appropriate rate allocation. This classification is based on the information in Verizon's systems identifying each call's

originating location and whether that location is in the same or a different local calling area from the location at which the call terminates. It is a material condition of this Service Attachment that the customer at all times provide Verizon with accurate information reflecting its calls' originating location, and upon request, will provide Verizon with supporting information to confirm the accuracy of that information.

E. Customer Responsibilities. In addition to the other obligations of the customer contained in this Service Attachment and the Agreement, the customer will be responsible for the following obligations:

1. **Customer-Obtained Facilities.** Except as otherwise expressly stated herein, the customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VoIP Service ("Facilities"). The customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified for use with VoIP Service where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. The customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If the customer connects any Facilities to VoIP Service that the customer reasonably should know may not be compatible with VoIP service, the customer is solely responsible for any effects that arise from that connection on VoIP service, equipment or software of Verizon, the customer, or any third party.

2. **Security.** Use of VoIP service, like other network-based services, carries certain security risks to the systems and networks of the customer, Verizon and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). The customer, and not Verizon, shall have all responsibility for taking, at the customer's own expense, all security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences to all VoIP Service traffic, Facilities and other equipment, software, data and systems located on the customer's premises or otherwise in the customer's control and used in connection with VoIP service, whether owned by the customer, Verizon or Verizon's subcontractors. Verizon shall not be liable for the above to the extent that an Occurrence arises out of the customer's failure to take all necessary Security Measures to protect its VoIP service traffic..

F Design Approval. Notwithstanding the inclusion of this VoIP Service Attachment in the Contract and subject to all limitations set forth in the Contract, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Verizon.

G. Service Level Agreement. The Service Level Agreement (“SLA”) for VoIP Service is attached hereto. Verizon reserves the right to amend SLAs from time to time, effective upon written notice to Customer. These SLAs set forth the Customer’s sole remedies for any claim relating to VoIP service, including any failure to meet the conditions set forth in these SLAs. Verizon shall provide written notice to the customer of any amendment to the SLAs and, if the customer does not accept the amended SLAs, the customer may terminate VoIP service upon written notice to Verizon. Under these SLAs, the maximum amount of credit available to a customer for any calendar month shall not exceed the following: (a) the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated or Internet DSL Office service under the Agreement. In the event of any conflict between the Service-specific terms and conditions set forth in this Modification and the terms and conditions of the Contract, as otherwise modified, the terms and conditions of the Modification shall prevail. In the event of a conflict between the general terms and conditions set forth in this Modification that are not Service-specific and the terms and conditions of the Contract, as otherwise amended, the terms and conditions of the Contract shall prevail.

III. Service Intervals

A. Contract Attachment C “Service Ordering and Provisioning”, Table C-1, “Installation/disconnect intervals for voice services (Business Days)” shall be amended to add the following service intervals for VoIP Hosted IP Centrex Service:

B. VoIP, HIPC, and IP Trunking - New Install Intervals

Install Intervals:

Number of Devices	Number of Dispatches	Overall Interval
49 or less	1	38 Business Days
50+	2	45 Business Days

Voice over IP – Int’L Long Distance
Sections IV.1.1.1 and IV.2.1.1

<u>Location</u>	<u>Charge Type</u>	
	<u>Fixed Charge</u> <u>Per-Minute</u>	<u>Mobile Termination</u> <u>Per-Minute</u> <u>Surcharge</u>
Afghanistan	\$1.69	\$0.0171
Albania	0.68	0.0610
Algeria	0.52	0.0699
Andorra	0.24	0.1980
Angola	0.81	0.0589
Anguilla	0.45	0.1147
Antarctica (Casey, Davis, Mawson, and Macquarie Island)	1.78	
Antarctica (Scott Base)	0.37	
Antigua (Barbuda)	0.37	
Argentina	0.32	0.1870
Armenia	0.66	0.2263
Aruba	0.35	0.1342
Ascension Island	1.15	
Australia (including Tasmania)	0.13	1.1250
Austria	0.15	0.2811
Azerbaijan	0.83	0.0426
Bahamas	0.24	0.0025
Bahrain	0.56	0.0217
Bangladesh	0.89	0.0256
Barbados	0.42	0.1192
Belarus	0.48	0.0080
Belgium	0.13	0.2962
Belize	0.54	0.1058
Benin	0.51	
Bermuda	0.24	
Bhutan	1.23	0.0477
Bolivia	0.47	0.0522
Bosnia-Herzegovina	0.56	0.1261
Botswana	0.47	0.1122
Brazil	0.28	0.1391
British Virgin Islands	0.35	
Brunei	0.65	
Bulgaria	0.37	0.2303
Burkina Faso	0.67	0.0401
Burundi	1.42	0.0077
Cambodia	1.38	0.0032
Cameroon	0.69	0.0095
Canada	0.08	
Cape Verde Islands	0.62	0.0133
Cayman Islands	0.31	0.1210
Central African Republic	1.13	
Chad	1.85	

Chile	0.25	0.1810
China	0.36	
Christmas Island	0.16	
Cocos Islands	0.16	
Colombia	0.33	0.0765
Comoros	1.29	
Congo	0.68	0.0017
Cook Islands	1.24	0.0006
Costa Rica	0.36	0.0004
Croatia	0.42	0.1542
Cuba	1.86	
Cyprus	0.45	0.0182
Czech Republic	0.44	0.1439
Denmark	0.12	0.1662
Diego Garcia	3.29	
Djibouti	0.73	0.0005
Dominica	0.47	0.1157
Dominican Republic	0.22	0.0711
East Timor	7.36	0.0049
Easter Island	0.31	
Ecuador	0.38	0.1491
Egypt	0.62	
El Salvador	0.43	0.0348
Equatorial Guinea	1.54	
Eritrea	0.95	0.0004
Estonia	0.53	0.2012
Ethiopia	0.92	0.0244
Faeroe Islands	0.36	0.0978
Falkland Islands	0.91	
Fiji Islands	0.73	0.0011
Finland	0.12	0.1072
France	0.12	0.2099
French Antilles (including Martinique, St. Barthelemy and St. Martin)	0.38	0.2859
French Guiana	0.51	0.2315
French Polynesia	0.99	
Gabon	0.62	0.0109
Gambia	0.51	0.0478
Georgia	0.74	0.0983
Germany	0.11	0.1812
Ghana	0.49	0.0751
Gibraltar	0.59	0.1740
Greece	0.21	0.2815
Greenland	1.18	0.1392
Grenada (including Carriacou)	0.49	0.0996
Guadeloupe	0.4	0.2306
Guantanamo Bay	1.86	
Guatemala	0.33	0.0216
Guinea	0.63	0.0885
Guinea Bissau	2.66	
Guyana	0.78	

Haiti	0.6	0.0807
Honduras	0.5	0.0499
Hong Kong	0.16	
Hungary	0.34	0.2333
Iceland	0.39	0.2067
India	0.46	0.0022
Indonesia	0.43	0.0851
Iran	0.83	0.0001
Iraq	1.06	0.1193
Ireland	0.12	0.1999
Israel	0.20	0.0618
Italy	0.12	0.2647
Ivory Coast	0.87	0.0340
Jamaica	0.44	0.1403
Japan	0.13	0.1078
Jordan	0.70	0.0350
Kazakhstan	0.32	0.1368
Kenya	0.61	0.1149
Kiribati	0.92	
Korea, Democratic People's Republic of	1.93	
Korea, Republic of	0.17	0.0400
Kuwait	0.72	
Kyrgyzstan	0.85	0.0180
Laos	1.43	
Latvia	0.53	0.2073
Lebanon	0.66	0.0999
Lesotho	0.64	0.0075
Liberia	0.48	0.0100
Libya	0.73	0.0113
Liechtenstein	0.19	0.4633
Lithuania	0.69	0.0958
Luxembourg	0.16	0.2171
Macao	0.59	
Macedonia	0.45	0.1569
Madagascar	1.94	
Malawi	0.51	0.0149
Malaysia	0.34	0.0249
Maldives	0.97	
Mali	0.81	0.1424
Malta	0.55	0.2058
Marshall Islands	0.57	
Mauritania	0.76	
Mauritius	0.89	
Mayotte Islands	1.29	0.0529
Mexico	0.15	0.1896
Micronesia	0.59	
Moldova	0.77	0.0867
Monaco	0.16	0.1677
Mongolia	1.27	
Montserrat	0.50	
Morocco	0.61	0.1054

Mozambique	0.94	0.0514
Myanmar	1.88	
Namibia	0.55	0.1123
Nauru	2.90	
Nepal	0.78	0.0120
Netherlands	0.12	0.2383
Netherlands Antilles	0.35	0.0412
Nevis	0.38	
New Caledonia	0.84	
New Zealand	0.37	0.2560
Nicaragua	0.43	0.0885
Niger	0.71	
Nigeria	0.66	0.1567
Niue Island	3.98	
Norfolk Island	1.78	
Norway	0.12	0.1730
Oman	0.71	
Pakistan	0.77	
Palau	1.70	
Palestine	0.25	0.0135
Panama	0.34	0.0765
Papua New Guinea	1.24	
Paraguay	0.47	0.1124
Peru	0.38	0.2283
Philippines	0.27	0.0844
Poland	0.32	0.4320
Portugal (including Azores and Madeira Islands)	0.16	0.1690
Qatar	0.72	0.0479
Reunion Islands	0.77	0.1806
Romania	0.49	0.1868
Russia	0.32	0.0360
Rwanda	0.89	0.0001
San Marino	0.27	
Sao Tome	2.26	0.0005
Saudi Arabia	0.77	0.1591
Senegal	0.92	0.1139
Serbia & Montenegro	0.55	0.1841
Seychelles	1.05	
Sierra Leone	0.71	0.0923
Singapore	0.21	
Slovakia	0.44	0.1341
Slovenia	0.44	0.2074
Solomon Islands	1.96	
Somalia	1.32	0.0629
South Africa	0.30	0.1978
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	0.12	0.2218
Sri Lanka	0.74	0.0440
St. Helena	1.72	
St. Kitts	0.38	0.1175
St. Lucia	0.39	0.1083

St. Pierre/Miquelon	0.36	0.0518
St. Vincent/Grenadines	0.44	0.0791
Sudan	0.95	0.0244
Suriname	0.91	
Swaziland	0.58	0.0684
Sweden	0.12	0.2305
Switzerland	0.12	0.5383
Syria	0.77	0.0060
Taiwan	0.20	0.0604
Tajikistan	0.36	0.0394
Tanzania	0.61	0.0886
Thailand	0.37	0.0195
Togo	0.76	0.0661
Tonga	0.77	0.0006
Trinidad/Tobago	0.39	
Tunisia	0.45	0.1042
Turkey	0.40	0.1576
Turkmenistan	0.82	0.0128
Turks and Caicos Islands	0.41	0.0936
Tuvalu	1.37	
Uganda	0.58	0.0205
Ukraine	0.48	0.0288
United Arab Emirates	0.48	
United Kingdom	0.06	0.3868
Uruguay	0.47	0.1409
Uzbekistan	0.42	0.0008
Vanuatu	2.25	0.0020
Vatican City	0.12	
Venezuela	0.28	0.2235
Vietnam	0.84	0.0142
Wallis and Futuna	2.76	
Western Samoa	0.68	0.1494
Yemen, Republic of	0.70	0.0164
Zaire	0.57	
Zambia	0.61	0.0594
Zimbabwe	0.51	0.2394

Atlantic, Indian, and Pacific Ocean Inmarsat Locations:

<u>Type of Service/Calls Terminating to:</u>	<u>Per-Minute Charge</u>
Atlantic East	\$11.92
Pacific	11.92
Indian Ocean	11.92
Atlantic West	11.92



COMMONWEALTH of VIRGINIA

George Coulter
Chief Information Officer
Email: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 11, 2009

Mr. Kenneth P. Lyons
MCI (d/b/a Verizon Business Communications, Inc.)
4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

RE: Contract VA-031104-MCI, between the Commonwealth of Virginia and Verizon Business Communications, Inc. f/k/a MCI WORLDCOM Communications, Inc., Notice of Contract Term Extension

Dear Mr. Lyons,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one (1) year until November 7, 2011. This letter should serve as the Commonwealth's official notice to Verizon Business Communications, Inc. of its intent to extend the contract for one (1) additional year.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Philip L. Pippert".

Philip L. Pippert
Associate Director
Supply Chain Management

Cc: Susan M. Smith-Stubbs, Verizon Business (via e-mail)
John R. Keogh, Verizon Business (via e-mail)

**MODIFICATION # 19
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 19 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 19 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

The above parties agree that this Modification #19 hereby amends Modification #18 - Attachment 15C "Pricing" by adding additional NUMS features; Alias, Menu Routing Mailbox, Menu Enhanced Mailbox, Automated Attendant, and Extension Mailbox.

The services described in Attachment 15C shall become available upon execution of this Modification #19 and shall continue through the end of the Term of the Contract, including any extensions thereto, unless such services are terminated in accordance with the application provisions set forth in the Contract, as modified.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**MODIFICATION # 189
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI COMMUNICATIONS SERVICES, INC.**

ATTACHMENT 15C

**NATIONAL UNIFIED MESSAGING SERVICE
National Unified Messaging – PRICING
*denotes Mod #19 additions/changes**

NUMS Mailbox 15 Messages	\$4.00
NUMS Mailbox 15 Messages Enhanced	\$6.00
NUMS Mailbox 35 Messages	\$5.00
NUMS Mailbox 35 Messages Enhanced	\$7.00
NUMS Mailbox 90 Messages	\$12.00
NUMS Mailbox 90 Messages Enhanced	\$14.00
NUMS Mail Information Mailbox	\$5.00
NUMS Mail Listen/Reply 1 min	\$12.00
NUMS Mail Listen/Reply 3 min	\$30.00
*Alias (up to 24 lines)	No Additional MRC
*NUMS Menu Mailbox	\$10.00
*NUMS Menu Routing Mailbox	\$10.00
*NUMS Menu Routing Enhanced Mailbox	\$10.00
*NUMS Automated Attendant	\$10.00
*NUMS Extension Mailbox	Subscriber pays for each subtending mailbox only – See NOTE #2
*NOTE #1: When ordering a single mailbox to be shared over multiple or single mailbox to be shared in a Hunt Group, additional ILEC Call Forwarding features will be needed and charges will apply.	
*NOTE #2: When a caller dials the extension mailbox number, they will be redirected via the message the subscriber sets up on the extension mailbox to the subtending boxes associated with the press options. All of the mailboxes in the extension mailbox configuration must be the same. For instance, if the subscriber chooses 15 message mailbox, then all mailboxes in the extension mailbox configuration must be 15 minutes. Users cannot dial directly to a subtending mailbox. To check messages on subtending mailboxes, the user will dial the NUMS toll free access number, user is prompted to enter the main extension mailbox's 10 digit telephone number, and each subtending mailbox is assigned its' own Personal Identification Number.	

NUMS Install Charge	Waived
NUMS Change Charge	\$2.00 per change
*NUMS Password Reset	Waived

NUMS Stipulations – Modifying language only in bullets A and D.

A.) All standard installation charges for NUMS are waived based upon the The Verizon Business Guide’s Local Promotion for Contracts that add additional Centrex/PRI/BRI to their locations.

B.) In lieu of all other discounts and promotions outside of the terms and conditions of this Contract, the Commonwealth will receive an eighteen percent (18%) discount off the monthly charges for NUMS.

C.) The 7% volume discounts, as set forth in the Contract, apply to NUMS monthly charges.

D.) Remote Call Forwarding, required for access to NUMs Auto Attendant-type mailboxes, is an ILEC product and separate charges will apply in addition to the Auto Attendant charges.

**MODIFICATION # 18
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS, INC.**

This MODIFICATION # 18 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communications Services, Inc. d/b/a Verizon Business Services, and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 18 is hereby incorporated into and made an integral part of the Agreement.

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

WHEREAS, the parties agree to amend the below sections outlined in the Agreement

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

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications"

1. Section A.2.4 - TRANSLATION SERVICES is augmented to remove the access via MCI Toll Free Service at COVANET dedicated termination rates. Effective October 31, 2008, users are no longer charged for toll free usage when contacting an interpreter for Translation Service. The following sentence in Section B.2.4.1 Service Access Pricing is removed in its entirety: Commonwealth will be invoiced at the Dedicated Toll Free transport rates.
2. IMAGEPORT FAX SERVICE defined in Section A.2.8 of the agreement is hereby deleted in its entirety and will no longer be offered as a part of the Agreement. The associated Section B.2.8, ImagePort – Faxing Broadcast, is also removed in its entirety.
3. The pricing for MCI Web Center outlined in **Attachment "A"** to this Modification #18, replaces in its entirety the pricing in Section B.2.13 of the Agreement and is hereby incorporated into the Agreement.
4. The above parties agree that this Modification #18 hereby amends Modification #15 - Attachment 15B – A La Carte - Voice Over IP Centrex Services - Optional Network Features – Voice Mail by adding National Unified Messaging Service – NUM's as outlined in **Attachment "15C"** of this Modification. The services described in Modification #15 – Attachments 15A and 15B, remain as a sole offering to NSU and are not incorporated into Attachment 15C.

The service, rates and charges described in Attachment 15C for National Unified Messaging Service – NUMs are provided for statewide eligibility.

The services described in Attachment 15C shall become available upon execution of this Modification #18 and shall continue through the end of the Term of the Contract, including any extensions thereto, unless such services are terminated in accordance with the application provisions set forth in the Contract, as modified.

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after December 5, 2008.

VERIZON BUSINESS Network Services Inc.
on Behalf of MCI Communications Services Inc.
d/b/a Verizon Business Services

BY: [Signature]

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 12/05/08

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: James T. Roberts
TITLE: Director Finance & Admin

DATE: 12/11/08



ATTACHMENT A

B.2.13 MCI Web Center

MCI Web Center customers are assessed a monthly recurring charge per agent based on the number of agents using the Web Center platform monthly, as well as a monthly recurring charge “per Supervisor.”

<u>Agent Type</u>	<u>Monthly Fee</u>
Supervisor Fee	from \$550 to \$320 per individual supervisor
Full Time Agent	from \$485 to \$300 per full-time individual (named) agent
Part Time Agent	Individual Case Basis



COMMONWEALTH of VIRGINIA

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

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO. 711

VIA HAND DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 9, 2008

Mr. Kenneth P. Lyons
MIC 4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

RE: Contract VA-031104-MCI, between the Commonwealth of Virginia and Verizon Business Communications, Inc. f/k/a MCI WORLDCOM Communications, Inc.
Notice of Contract Term Extension

Dear Mr. Lyons,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one year until November 7, 2010. This letter should serve as the Commonwealth's official notice to MCI of its intent to extend the contract for one additional year.

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

Sincerely,

A handwritten signature in blue ink that reads "Philip L. Pippert".

Philip L. Pippert
Associate Director
Supply Chain Management

cc: Susan Stubbs, Verizon Business



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO. 711

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

VIA HAND DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 26, 2007

Mr. Kenneth P. Lyons
MIC 4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

RE: Contract VA-031104-MCI, between the Commonwealth of Virginia and Verizon Business Communications, Inc. f/k/a MCI WORLDCOM Communications, Inc.
Notice of Contract Term Extension

Dear Mr. Lyons,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one year until November 7, 2009. This letter should serve as the Commonwealth's official notice to MCI of its intent to extend the contract for one additional year.

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

Sincerely,

A handwritten signature in blue ink that reads 'Philip L. Pippert'.

Philip L. Pippert
Associate Director
Supply Chain Management

cc: Susan Stubbs, Verizon Business

**MODIFICATION # 17
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS SERVICES, INC.**

This MODIFICATION # 17 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and VERIZON BUSINESS Communications Services, Inc., f/k/a MCI Communications, Inc. and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 17 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 17 is to clarify certain pricing terms of the agreement as set forth below.

- **International Calling Card Calls from Mexico-** In the original contract, Appendix B-2, Table 1, Page B-46, WorldPhone calls from Mexico have 2 rates listed as Band 1 and Band 2. This effectively replaces Band 1 with Rate Step A and Band 2 with Rate Step B. The name change does not affect the rate which remains unchanged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS NETWORK SERVICES INC., COMMONWEALTH OF VIRGINIA

On behalf of MCI Communications Inc
d/b/a VERIZON BUSINESS SERVICES

BY: 

NAME: _____

Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 10/18/2007

BY: 

NAME: Day Crewshaw

TITLE: Sourcing Manager

DATE: 10/25/07

**MODIFICATION # 16
TO
CONTRACT NUMBER VA-031104-VERIZON BUSINESS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS SERVICES, INC.**

This MODIFICATION # 16 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and VERIZON BUSINESS Communications Services, Inc., f/k/a MCI Communications Services, Inc. and hereinafter referred to as “Contractor” or “VERIZON BUSINESS”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification #16 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 16 is to increase funding in the amount of \$283,370.00 to complete the enterprise security program development effort for the Commonwealth of Virginia. This ongoing development effort and continued consultative guidance is outlined below.

Verizon Business will provide enterprise security program development services for the VITA Security Services Directorate, under the direction of the Security Services Director and / or designees. VERIZON BUSINESS will provide a team of Security Consultants to work with VITA Security Services Directorate in providing these services:

- **Enterprise Risk Management Program Development.** VERIZON BUSINESS will complete the development of BIA and RA templates and provide additional guidance related to the productive use of these templates. These templates and guidance will be designed to enable Commonwealth Agencies to update their BIAs and RAs. VITA intends to use the work product in implementing its risk management program. VERIZON BUSINESS will also assist VITA in planning for the use of Agency BIA and RA information to develop a comprehensive Risk Assessment for the VITA-managed enterprise technology infrastructure. Additionally, VITA intends to use the work product for development and implementation of a VITA business continuity plan, and in planning for security assessments of Commonwealth Agencies that have not been assessed previously.
- **Enterprise Incident Management Program Development.** VERIZON BUSINESS will assist VITA’s planning for implementation and governance of the Enterprise Incident Management function.

- **Security Policies and Standards Development.** VERIZON BUSINESS will complete the revision of the Commonwealth's existing draft Enterprise Information Technology Security Standard by incorporating comments received during review of the Standard, and will finalize the Standard for publication. VERIZON BUSINESS will also propose VITA policies and guidelines in the areas of Risk Management, Incident Management, and Baseline Security Configuration Standards, in areas specified by Security Services staff. In addition, VERIZON BUSINESS will assist the VITA Security Services Directorate in completing the development of templates and offer consultative guidance to assist customer Agency in meeting the requirements of the Enterprise information Technology Security Standard.

IMPORTANT NOTE: The 7% volume discount will not apply to these services, Travel and Expense Fees.

Expenses incurred for travel required under this service, such as hotels, meals, and air travel are included in these rates.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS NETWORK SERVICES INC.,
On behalf of MCI Communications Services, Inc
d/b/a VERIZON BUSINESS SERVICES

COMMONWEALTH OF VIRGINIA, INC.

BY: 

BY: 

NAME: Suleiman Hessami
 VP Pricing/Contract Management

NAME: Day Crenshaw

TITLE: _____

TITLE: Strategic Services mgmt

DATE: 2-7-07

DATE: 2/20/07



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 S. Seventh Street
Richmond, Virginia 23219
(804) 371-5000

TDD VOICE -TEL. NO.
711

December 20, 2006

VIA HAND DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Kenneth P. Lyons
MCI
4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

Re: Contract VA-031104-MCI between the Commonwealth of Virginia and MCI
WORLDCOM Communications, Inc.
Notice of Contract Term Extension

Dear Mr. Lyons,

Pursuant to Section 56 (Term) of Contract VA-031104-MCI, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one year period beyond the initial term of the contract or until November 7, 2008. This letter should serve as the Commonwealth's official notice to MCI of its intent to extend the initial term of the contract for an additional one year period.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Philip L. Pippert".

Philip L. Pippert
Associate Director
Supply Chain Management

cc: Gene Scott – Verizon Business
Michael McGhee – Verizon Business

**MODIFICATION #15
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI COMMUNICATIONS SERVICES, INC.**

This MODIFICATION #15 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI COMMUNICATIONS SERVICES INC. d/b/a as Verizon Business Services hereinafter referred to as "Contractor" or "Verizon Business" or "Verizon", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #15 is hereby incorporated into and made an integral part of the Agreement, as modified.

Reference: Paragraph 24, entitled "Modifications"

The above referenced parties agree to add Private IP Services as described in Attachment "15A" and the Voice Over IP Centrex Services as described in Attachment "15B" for use by Norfolk State University (NSU) through this Modification #15. The services described in Attachments 15A and 15B are offered solely to NSU, and the prices described in Attachments 15 A and 15B apply solely to these services for NSU. This Modification 15 is hereby incorporated into and made an integral part of the Contract.

The services described in Attachments 15A and 15B shall commence upon the execution of this Modification #15 and shall continue through the end of the Term of the Contract, including any extensions thereto, unless such services are terminated in accordance with the applicable provisions set forth in this Modification #15 or in the Contract, as modified. The rates, charges and discounts contained in this Modification #15 will be effective the first day of the second (2nd) billing cycle following the date of execution of this Modification #15. The rates and other terms of this Agreement are based on Customer having Total Billed Revenue ("TBR") of approximately \$25 million in revenue with various Verizon Business Services over the 12 month period immediately prior to the effective date of this Agreement. Total Billed Revenue (TBR) is defined as the annual revenue for purchases of telecommunications services purchased from Verizon by entities authorized to purchase from Virginia Information Technologies Agencies from the State COVANET contract. TBR is determined as of December 31 during each service year of the Agreement, including any option years. In addition, NSU's unique network design requirements and are premised on certain assumptions concerning NSU's service mix, usage patterns and other characteristics, including the conditions set forth in Attachments 15A and 15B.

In the event of a conflict between the Service-specific terms and conditions set forth in Attachments 15A and 15B hereto and the terms and conditions of the Contract, as modified, the terms and conditions of Attachments 15A and 15B shall prevail. In the

event of a conflict between the general terms and conditions set forth in Attachments 15A and 15B hereto that are not Service-specific and the general terms and conditions of the Contract, as modified, the terms and conditions of the Contract shall prevail.

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.

Pricing and/or promotional benefits in this Modification may not be available if it is signed and delivered to Verizon after October 31, 2006

VERIZON BUSINESS FINANCIAL MANAGEMENT CORPORATION on behalf of Verizon Business Services

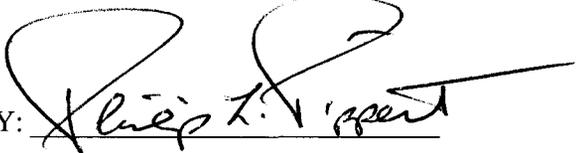
BY: 

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: _____

DATE: 10-30-06

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Philip L. Pippert

TITLE: Associate Director

DATE: 10/31/06

**ATTACHMENT 15A
PRIVATE IP SERVICE**

- I. **Rates and Charges.** For the purposes of the pricing below, “ICB” means charges are determined on an individual case basis. The monthly recurring charges (“MRC”) shown below include DiffServ Control Point (“DSCP”) 24 (also referred to as IP Precedence 3) committed access rate (“CAR”). A customer of Verizon may order optional enhanced traffic management (“ETM”) by subscribing to the Gold CAR with the Additional MRC in the table shown below. (Customer’s billing statement may reflect Gold CAR charges as “EF-Real Time” charges.)

In lieu of all other discounts and promotions, a customer will receive a sixty percent (60%) discount off of the VBSII list rates for Private IP Service. All standard, non-expedited install charges are waived. Private IP Service can only be used in conjunction with Hosted IP Centrex Service.

Private IP Service network capacity will be designed and engineered by Verizon based on the number of HIPC users at the customer’s location(s).

- A. **Domestic Private IP.** The customer will pay Verizon’s VBS II standard domestic MRCs for Private IP Port and CARs (as defined below), which are fixed for the Term of the Agreement, and non-recurring charges (“NRC”) shown below.

1. **Non-Recurring Charges**

Ancillary Type	NRC (per port)
Order expedite	\$500

2. **VBS II Standard Monthly Recurring Charges. The customer may select Bundled Port Speed and desired GOLD CAR speed.**

a. **Contiguous United States and Hawaii Installations.**

Bundled Port Speed (dedicated only)	Bundled Port MRC	Disaster Recovery MRC
1.536 Mbps	\$1,657	\$829
3.072 Mbps	\$2,759	\$1,380
4.096 Mbps	ICB	ICB
4.608 Mbps	\$3,386	\$1,693
6.144 Mbps	\$3,677	\$1,839
7.680 Mbps	\$4,026	\$2,013
8.192 Mbps	ICB	ICB
9.216 Mbps	\$4,482	\$2,241
10.240 Mbps	ICB	ICB

10.752 Mbps	\$4,892	\$2,446
12.288 Mbps	\$5,301	\$2,651
15.360 Mbps	ICB	ICB
19.800 Mbps	\$5,743	\$2,872
30.100 Mbps	\$6,285	\$3,143
34.368 Mbps	ICB	ICB
44.736 Mbps	\$7,008	\$3,504

Gold CAR Speed	Additional MRC
256 Kbps	\$245
320 Kbps	\$288
384 Kbps	\$327
448 Kbps	\$363
512 Kbps	\$394
576 Kbps	\$421
640 Kbps	\$445
704 Kbps	\$465
768 Kbps	\$481
832 Kbps	\$493
896 Kbps	\$501
960 Kbps	\$506
1.024 Mbps	\$507
1.152 Mbps	\$531
1.280 Mbps	\$547
1.408 Mbps	\$556
1.536 Mbps	\$558
2.048 Mbps	\$711
3.072 Mbps	\$1,019
4.608 Mbps	\$1,146
6.144 Mbps	\$1,879
7.680 Mbps	\$2,263
9.216 Mbps	\$2,616
10.752 Mbps	\$2,939
12.288 Mbps	\$3,230
15.360 Mbps	\$3,875
18.432 Mbps	\$4,459
21.504 Mbps	\$4,981
24.576 Mbps	\$5,442
27.648 Mbps	\$5,842
30.720 Mbps	\$6,179
33.792 Mbps	\$6,456
36.864 Mbps	\$6,671
39.936 Mbps	\$6,825

* available only in the contiguous 48 US states.

Standard Reporting, as described in Verizon's Service Guide is available at no charge.

Terms and Conditions. The following terms and conditions are applicable, in addition to others set forth in the Service Guide.

- A. **General.** A customer can only subscribe to ETM via the optional Gold CAR at a speed that is less than or equal to 90% of the port speed. If a customer orders a 0 Kbps Gold CAR to subscribe to ETM, Customer will receive Standard Reporting only.
- B. **Service Level Agreement.** The Service Level Agreement ("SLA") for the Service is attached hereto. Verizon reserves the right to amend the SLA from time to time effective upon written notice, that may be delivered in the invoice or other reasonable means; provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, the customer may terminate the Service without penalty by providing Verizon written notice of termination during the 30 days following customer's notice of such amendment. If the customer chooses to so terminate the Service, Verizon will disconnect the Service within 60 days of its receipt of Customer's notice of termination. If the customer chooses to so terminate the Service, Verizon will disconnect the Service within 60 days of its receipt of the customer's notice of termination. The SLA sets forth Customer's sole and exclusive remedies for any claim relating to failure to meet such SLA, Verizon will determine the records and data which will be the basis for all SLA calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in any calendar month under the SLA will not exceed the amount that, absent the credit, would have been charged for the Service that month.
- C. **Private IP Service Options.** The customer must choose from Standard or Enhanced Traffic Management Private IP Service options.
- D. **Change in Service.** Verizon may modify or eliminate Private IP Service offerings or features upon 30 days prior written notice to the customer; provided that the customer may terminate the Private IP Service without penalty in the 15 days following implementation of any change that has or will have a material adverse affect on the functionality of the Private IP Service if Verizon fails to correct or prevent the adverse effect in the 10 days following the customer's written notification to Verizon of such effect.

E. Diversity and Disaster Recovery. The customer may subscribe to one or more optional features enabling access to the Private IP Network under circumstances where primary access is unavailable. The term of such optional features shall be the same as the term for the customer's Private IP Service.

1. Diversity Feature. Geographic Diversity automatically directs a second customer circuit to a different Verizon gateway. Router Diversity automatically directs a second customer circuit to a different Private IP switch/router.

2. Disaster Recovery Port Feature. When a customer's primary port on the Private IP Network is unavailable due to circumstances prevailing in the customer's geographic locale, this feature allows the customer to redirect its circuit to a different Verizon gateway at a different Verizon point-of-presence (POP). A customer's Disaster Recovery port may be located either at the site of a third-party disaster recovery vendor, or on the customer's own network. A customer purchasing a Disaster Recovery port must also have primary port on the Verizon Private IP Network and must also subscribe to either a Geographic or Router Diversity feature. The Disaster Recovery Port features may be used by the customer only if its primary access is unavailable or for periodic customer disaster recovery testing. If Verizon determines that Customer is using these features for other purposes, including but not limited to, load balancing between two circuits, Customer will be charged for full use of two circuits.

3. Availability. Private IP Diversity and Disaster Recovery do not guarantee that the customer's Private IP Service will be always available when the primary access is not available. Private IP Service accessed through the use of the Disaster Recovery may be unavailable due to the same or other circumstances that caused the primary Private IP Network access to be unavailable. No Service Level Agreement is provided for the Private IP Diversity or Disaster Recovery features.

ATTACHMENT 15B
VOICE OVER IP SERVICES

I. SERVICE DESCRIPTION. Verizon will provide to any customer the following Voice Over IP Services (individually or collectively, the “VoIP Service”).

A. Hosted IP Centrex

Designed for the customer locations requiring all the features of a PBX or key system, except that the features and intelligence reside on the Verizon network;

II. RATES AND CHARGES.

A. Pricing Model. The following rates and charges apply:

A LA CARTE—Tiered Pricing. The customer will pay the following rates and charges:

1. Simultaneous Calling Capacity Charge. The customer will pay the following monthly recurring charge (“MRC”) – which is fixed for the Term of the Contract – per simultaneous calling unit multiplied by the number of simultaneous call units the customer selects. A minimum of two units is required. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (either origination or termination is non-VoIP) long distance (“LD”) minutes as set forth below. Metered overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations [multiple buildings on a campus with a single VoIP connection comprise a single location] nor can minutes be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Service Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins included	Local Calls included	Inter-enterprise VoIP LD Mins included**	Intrastate Inter-enterprise VoIP LD overage rate	Interstate Inter-enterprise VoIP LD overage rate
Domestic LD and Local	\$35*	Unlimited	Unlimited	1,500	\$.04/min	\$.0275/min
* For example, \$70 for the two-simultaneous-call minimum.						

2. One Time Non Recurring Charges

Per Simultaneous Call: \$26.80
 Each Additional Subscriber: \$26.80
 IP Telephone Installation: \$75.00**

** Only applies when Verizon installs telephones at customer site

3. Equipment and Access

a. In addition to the fees set forth above, the customer will pay the applicable fees for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE (including phones, routers and firewalls) or any other services or equipment not explicitly described as part of the HIPC pricing. Such equipment and services may be procured by the customer from any source in accordance with applicable law and regulation. Cisco and Polycom phones are currently supported by Verizon. Specific models and pricing are provided as a separate Statement of Work (SOW) which shall be provided by Verizon to the customer. IP phones may only be ordered in conjunction with the HIPC service. In no event shall any customer be required to purchase or lease any such equipment or services from Verizon.

b. The customer must purchase Verizon Internet Dedicated or Private IP Service transport service for use with HIPC service.

c. Purchase of HIPC service on a per site basis requires a per site design which is reviewed and approved by Verizon as well as agreed to by the site contact.

4. Direct Inward Dial (DID) Service. The customer may purchase DID service at the current rate of \$6.25 per month per block of 20 DID numbers plus an installation charge, currently \$5.00 per block of 20 DID numbers.

5. Optional Network Features. The customer will pay for the optional network features at the following rates, which are fixed for the Term of the Contract:

Optional Network Features(s)*	MRC
Auto Attendant	\$33/instance**
Accounting and Authorization codes	\$11/customer
Attendant Console	\$22/configured user
Additional feature profiles*** beyond simultaneous calling capacity	\$6/profile
Voicemail	\$5/configured user
** With respect to the Auto Attendant feature, "instance" means each menu of options that a	

caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.

*** A "feature profile" is the user name and password a subscriber is given to access the Verizon Customer Center so they can personalize features. Customers are provided one feature profile for each simultaneous call. Additional feature profiles are charged.

6. On-Site Training Charge. On-site training is available pursuant to a separate site service attachment at the rates set forth for VoIP service.
7. Long Distance/Limitations on E-911. VOIP-based Long Distance Voice Service does not provide E-911 access. Thus, to ensure proper E-911 access and support, NSU must obtain separate Local service when only Long Distance Voice Service is ordered from Verizon.
8. Other Access Limitations. Common events that can limit access to E-911 include but are not limited to:
 - a. Loss of Electric Service. VoIP Service will be interrupted if there is a loss of electric service. Customers are urged to implement a battery backup system for VoIP Service.
 - b. Loss of Broadband Service. VoIP Service will be interrupted if the attendant broadband connection is not available.
 - c. Failure of Equipment. The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
 - d. Failure to Register New Location of Equipment. Currently, Verizon Business is not able to provide E-911 except at the user's registered primary service location. If a VoIP phone is to be used at a location other than the user's registered primary service location, E-911 will not be available.
 - e. Non-Recognition of Phone Number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.
9. End User Notice Requirements. The customer will notify all persons authorized to use the Verizon VoIP that E-911 is limited as described above when using an IP phone or a traditional, non-IP phone. The customer will also notify all such authorized users of the procedures to be followed for registering a new location prior to moving an IP phone, as set forth in subsection 10.

10. Change in Registered Location of a Non-PS/ALI IP Phone (applicable to E-911 only). Any of the customer's end users who want to use a VoIP Service-enabled IP phone other than at its current registered location, must call Verizon's Customer Service Center at 877-769-8956 (or at such number as Verizon subsequently informs the customer) in order to process a Move/Change service order to be re-registered for the new location. These procedures may require a change in the end user's telephone number. Moving an IP phone may cause the phone's IP address to change. Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may also cause the IP address to change. A change in an IP phone's IP address indicates to Verizon that the phone may have been moved. Verizon may, but is not obligated to, monitor the IP phone's IP address. If Verizon detects that an IP phone's IP address has changed, and Verizon is unable to confirm that the IP phone has not been moved, Verizon will conclude the phone has been moved and will suspend VoIP Service to that phone. VoIP Service will remain suspended to that phone until the customer has confirmed to Verizon that the IP phone is at its registered location, or until a new fixed location within Verizon's coverage area has been registered for the location to which that end user's phone has been moved. End users with suspended VoIP Service will only be able to call Verizon's Customer Service Center or make outbound 911 calls; however the call will be routed to the emergency service provider associated with the registered location.
11. Corrupt ANI and Emergency Call Trace Limitations. If the ANI delivered to Verizon in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Verizon to an Emergency Call Relay Center (ECRC). Such a call will be answered by operators who will relay the call to the appropriate emergency service provider based on the caller's ability to communicate a current location and emergency service needed. If the caller is unable to communicate current location, call trace procedures will be implemented. Note that call trace capabilities may be limited.

B. Disclaimer of Certain Damages. E-911 service is offered solely as an aid in contacting an appropriate Public Safety Access Point (PSAP) in connection with fire, police and other emergencies. Verizon is not responsible for any losses, claims, demands, suits or any liability whatsoever (“Losses”), including without limitation (i) losses to or relating to a customer or a third party, (ii) losses for any personal injury or property damage or loss, (iii) losses claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of E-911, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing VoIP service. Verizon also is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E-911 and the equipment associated with it, or by any services furnished by Verizon including, but not limited to, the identification of the telephone number, address or name associated with the phone used by the party or parties accessing E-911, and which arise out of the negligence or other wrongful act of Verizon, customer, its users, agencies or municipalities, or the employees or agents of any one of them. In the event of a conflict between the foregoing Service-specific terms and conditions and the terms and conditions of the Contract, the foregoing Service-specific terms and conditions shall prevail.

C. Service Disclaimer

1. VoIP Service may be interrupted or degraded by certain conditions:

- For example (without limitation), VoIP Service relies on a customer’s Domain Name Server (“DNS Server”) and local area network (“LAN”); Verizon will not be responsible if the customer’s DNS Server or LAN fails or performs poorly. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- **Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;**
- **VoIP Service is provided without any warranty whatsoever with respect to modems.** Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
- **Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).**
- The customer will be responsible for all inside wiring and special construction charges.

2. The customer understands that use of VoIP Service is restricted in the following manner:

- At any given time, the customer may only place as many concurrent calls as the customer has purchased;
- The customer may not modify the Verizon-installed design and/or configuration without the prior written consent of Verizon;
- The customer may not utilize auto-dialers or any similar type of device in connection with VoIP service;
- The customer may not utilize VoIP Service in any call center environment or in connection with any similar such application;
- The customer may not use VoIP Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding;
- The customer may not aggregate traffic from multiple sites into a single site configured with VoIP Service; and
- The customer may not extend its VoIP service to locations outside the U.S. without written permission from Verizon.
- Resale by the customer of VoIP Service in its entirety is prohibited.

In the event of any violation by a customer of the foregoing restrictions on its use of VoIP Service, Verizon may pursue remedies available to it through the Contract or at law, which could include possible suspension or termination of the Service.

D. Call Origination Information. The customer acknowledges that Verizon classifies long distance calls as intrastate or interstate to determine appropriate rate allocation. This classification is based on the information in Verizon's systems identifying each call's originating location and whether that location is in the same or a different local calling area from the location at which the call terminates. It is a material condition of this Service Attachment that the customer at all times provide Verizon with accurate information reflecting its calls' originating location, and upon request, will provide Verizon with supporting information to confirm the accuracy of that information.

E. Customer Responsibilities. In addition to the other obligations of the customer contained in this Service Attachment and the Agreement, the customer will be responsible for the following obligations:

1. Customer-Obtained Facilities. Except as otherwise expressly stated herein, the customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VoIP Service ("Facilities"). The customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified for use with VoIP Service where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. The customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If the customer connects any Facilities to VoIP Service that the customer reasonably should know may not be compatible with VoIP service, the customer is solely responsible for any effects that arise from that connection on VoIP service, equipment or software of Verizon, the customer, or any third party.

2. Security. Use of VoIP service, like other network-based services, carries certain security risks to the systems and networks of the customer, Verizon and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). The customer, and not Verizon, shall have all responsibility for taking, at the customer's own expense, all security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences to all VoIP Service traffic, Facilities and other equipment, software, data and systems located on the customer's premises or otherwise in the customer's control and used in connection with VoIP service, whether owned by the customer, Verizon or Verizon's subcontractors.

Verizon shall not be liable for the above to the extent that an Occurrence arises out of the customer's failure to take all necessary Security Measures to protect its VoIP service traffic..

F Design Approval. Notwithstanding the inclusion of this VoIP Service Attachment in the Contract and subject to all limitations set forth in the Contract, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Verizon.

G. Service Level Agreement. The Service Level Agreement (“SLA”) for VoIP Service is set forth at www.verizonbusiness.com/terms. Verizon reserves the right to amend SLAs from time to time, effective upon either posting of the revised SLA to that URL or providing other notice to Customer. These SLAs set forth the Customer’s sole remedies for any claim relating to VoIP service (including the Internet Dedicated or Internet DSL Office service), including any failure to meet the conditions set forth in these SLAs. Verizon shall provide written notice to the customer of any amendment to the SLAs and, if the customer does not accept the amended SLAs, the customer may terminate VoIP service upon written notice to Verizon. In order for the customer to terminate the VoIP service, the amendment to the SLA must be material and adverse to the customer, unless Verizon exempts the customer from such SLA amendment. Verizon shall determine the records and data which will be the basis for all SLA calculations and determinations. Under these SLAs, the maximum amount of credit available to a customer for any calendar month shall not exceed the following: (a) the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated or Internet DSL Office service under the Agreement. In the event of any conflict between the Service-specific terms and conditions set forth in this Modification and the terms and conditions of the Contract, as otherwise modified, the terms and conditions of the Modification shall prevail. In the event of a conflict between the general terms and conditions set forth in this Modification that are not Service-specific and the terms and conditions of the Contract, as otherwise amended, the terms and conditions of the Contract shall prevail.

**MODIFICATION # 14
TO
CONTRACT NUMBER VA-031104-VERIZON BUSINESS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON BUSINESS COMMUNICATIONS SERVICES, INC.**

This MODIFICATION # 14 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and VERIZON BUSINESS Services f/k/a MCI Communications, Inc. and hereinafter referred to as "Contractor" or "VERIZON BUSINESS", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #14 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 14 is to change the legal name of the COVANET Contract to MCI Communications Services, Inc., d/b/a Verizon Business Services and to increase funding in the amount of \$197,000.000 to provide additional enterprise security program development for the Commonwealth of Virginia, as delineated in Modification #13 to this Agreement and this Modification #14.

1. This Addendum changes the legal name of the COVANET agreement from MCI Communications Services Inc., to VERIZON BUSINESS Services, d/b/a as Verizon Business herein after referred to as "Verizon Business".
2. ENTERPRISE SECURITY PROGRAM DEVELOPMENT

Verizon Business will provide enterprise security program development services for the VITA Security Services Directorate, under the direction of the Security Services Director and / or designees. VERIZON BUSINESS will provide a team of Security Consultants to work with VITA Security Services Directorate in providing these services:

- **Enterprise Risk Management Program Development.** VERIZON BUSINESS will develop BIA and RA templates and guidance. These templates and guidance will be designed to enable Commonwealth Agencies to update their BIAs and RAs. VITA intends to use the work product in implementing its risk management program. VERIZON BUSINESS will also assist VITA in planning for the use of Agency BIA and RA information to develop a comprehensive Risk Assessment for the VITA-managed enterprise technology infrastructure. Additionally, VITA intends to use the work product for development and implementation of a VITA business continuity plan, and in planning for security assessments of Commonwealth Agencies that have not been assessed previously.
- **Enterprise Incident Management Program Development.** VERIZON BUSINESS will assist VITA's planning for implementation and governance of the Enterprise Incident Management function.
- **Security Policies and Standards Development.** VERIZON BUSINESS will revise the Commonwealth's existing draft Enterprise Information Technology Security Standard by

incorporating comments received during review of the Standard, and will finalize the Standard for publication. VERIZON BUSINESS will also propose VITA policies and guidelines in the areas of Risk Management, Incident Management, and Baseline Security Configuration Standards, in areas specified by Security Services staff. In addition, VERIZON BUSINESS will assist the VITA Security Services Directorate in developing templates and guidance to assist customer Agency in meeting the requirements of the Enterprise information Technology Security Standard.

IMPORTANT NOTE:. The 7% volume discount will not apply to these services, Travel and Expense Fees

Expenses incurred for travel required under this service, such as hotels, meals, and air travel are included in these rates.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VERIZON BUSINESS WORLDCOM
COMMUNICATIONS, INC

COMMONWEALTH OF VIRGINIA

BY: Suleiman Hessami *eks*

BY: George S. Goodman, Jr.

NAME: _____ Suleiman Hessami
VP Pricing/Contract Management

NAME: George S. Goodman, Jr.

TITLE: _____

TITLE: Sr. IT Sourcing Consultant

DATE: 6-8-06

DATE: 7-21-06

**EXHIBIT A
STATEMENT OF WORK**

STATEMENT OF WORK

MCI Network Services, Inc. (“VZB”) and The North Highland Company (“NHC”) hereby agree this Statement of Work (“SOW”) shall confirm the Services to be performed by NHC for VZB.

OBJECTIVE

This SOW defines the relationship between VZB and NHC for NHC to provide the Services described herein to the Commonwealth of Virginia (“Commonwealth”). These Services includes development of enterprise information security risk management and incident management programs for the Commonwealth, assistance in developing cost recovery methods to fund these programs, and completion of enterprise and information security policies and standards for Virginia Information Technologies Agency (“VITA”) that support this program. VZB will resell these Services will be sold to the Commonwealth as a Verizon Business service under contract VA-031104-MCI (“Prime Contract”).

BACKGROUND

VZB is the incumbent provider of network services to the Commonwealth. The Prime Contract VZB has with the Commonwealth provides many network services, including security services. NHC’s service will be added to compliment the security services that are already provided under the Prime Contract.

PROJECT SCOPE

Governance and overall project management of the risk assessment will be performed by the Commonwealth’s Director of Security Services. NHC will manage its performance under this SOW in accordance with VZB’s Project Management Methodology (CPMM). The NHC Team will consist of two project managers and one Security Policies and Standards Lead. NHC shall be responsible for furnishing all facilities, personnel and other resources necessary to fulfill its obligations under this Statement of Work, except that VITA will (a) furnish an overall coordinator to schedule meetings with the appropriate VITA and Commonwealth “Customer” Agency management and personnel, (b) provide NHC personnel with access to needed information, (c) review the deliverables that are developed, (d) provide suitable office facilities, computer workstations, printing capabilities, and supplies to support the NHC Team, and (e) provide such other support to the NHC Team providing the Services as VITA determines, in its sole discretion, is reasonably required by the NHC Team.

Enterprise Security Program Development

NHC will provide enterprise security program development Services for the VITA Security Services Directorate, under the direction of the Security Services Director and his designees. NHC will provide a team of Security Consultants to work with the VITA Security Services Directorate in providing these Services, including:

▪ **Enterprise Risk Management Program Development**

NHC will conduct a baseline assessment of existing Business Impact Analyses (“BIAs”) and Risk Assessments (“RAs”) for Commonwealth Agencies. Using this information, NHC will develop BIA and RA templates and guidance. These templates and guidance will be designed to enable Commonwealth Agencies to update their BIAs and RAs. This will provide the information that VITA requires for its risk management program. NHC will also assist VITA in planning for the use of Agency BIA and RA information to develop a comprehensive Risk Assessment for the VITA-managed enterprise technology infrastructure. Additionally, it will be utilized for development and implementation of a VITA business continuity plan, and in planning for security assessments of Commonwealth Agencies that have not been assessed previously.

▪ **Enterprise Incident Management Program Development**

NHC will assist VITA planning for implementation and governance of the Enterprise Incident Management function.

▪ **Cost Recovery Methodology Development**

NHC will revise the existing Cost Recovery Methodology to reflect current plans, and will use these results to produce the documentation required to present this methodology to the Information Technology Investment Board, the Joint Legislative Audit and Review Commission, and the General assembly, as required. This documentation may include spreadsheets, presentations, and other documents.

▪ **Security Policies and Standards Development**

NHC will revise the existing draft Enterprise Information Technology Security Standard by incorporating comments received during review of the Standard, and will finalize the Standard for publication. NHC will also develop VITA policies and

guidelines in the areas of Risk Management, Incident Management, and will develop Baseline Security Configuration Standards, in areas specified by Security Services staff.

SOW PROJECT TERM

The Term of this SOW shall be until the completion of the Deliverables/Services required by this SOW, but in no event shall continue beyond December 31, 2006.

DELIVERABLES

Project Deliverables will include the following:

- Enterprise Risk Management Program Development
 - Baseline analysis of existing BIAs and RAs of VITA’s Customer Agencies.
 - BIA and RA templates and guidance for use by VITA’s Customer Agencies.
 - High-level project plan for development of VITA-managed enterprise infrastructure Risk Assessment.
 - Project plan for development of VITA BCP.
 - Project plan for security assessments of VITA customer Agencies not yet assessed.
- Enterprise Incident Management Program Development
 - Enterprise Incident Management governance policies and guidelines.
 - Project plan for implementation of Enterprise Incident Management governance.
- Cost Recovery Methodology Development
 - Revised Cost Recovery Methodology document.
 - Other documentation required to present Cost Recovery Methodology information to various approving bodies.
- Security Policies and Standards Development
 - Enterprise Information Technology Security Standard.
 - VITA policies and guidelines for Incident Management, Risk Management.
 - Baseline Security Configuration Standards in areas specified by VITA staff.

CONTACT INFORMATION

NHC Contacts:

VZB Contacts:

Rodney Willett Principal 4860 Cox Rd, Suite 200 Glen Allen, VA 23060 rwillett@northhighland.com Office: (804) 217-9168 Mobile: (804) 363-1534	Ken Lyons Sales Manager 4951 Lake Brook Dr., Suite 200 Glen Allen, VA 23060 kenneth.p.lyons@verizonbusiness.com Office:(804) 527-6365 Fax: (804) 527-6720
Scott Hammer Principal 4860 Cox Rd., Suite 200 Glen Allen, VA 23060 shammer@northhighland.com Office: (804) 217-9168 Mobile: (804) 306-9685	Henry Brummitt Business Manager 4951 Lake Brook Dr., Suite 200 Glen Allen, VA 23060 henry.brummitt@verizonbusiness.com Office:(804) 527-6780 Fax: (804) 527-6720

PROJECT STAFFING

The NHC Team will consist of two Project Managers and a Security Policies and Standards Lead. The overall Project Manager will be Scott Hammer. The secondary project manager will be Eric Tompkins, who will also provide Enterprise Risk Management and Incident Management Services. The Security Policies and Standards Lead will be Jeremy Katz, who will provide Security Policies and Standards Development Services. The qualifications of each of the NHC Team members are listed below:

- Scott Hammer, Principal, North Highland – Scott will be the lead Project Manager for the Services described in this Statement of Work. He has 20 years of information technology experience including extensive work in information security. He led studies of the costs of performing intrusion detection and spam filtering at the U.S. Department of Labor (DOL) versus the cost of outsourcing those services. In addition, Scott was instrumental in implementing a Computer Security Incident Response Capability (CSIRC) at DOL that was a key factor in improving the Department’s grade on the Government Security Report Card from “D” to “B” in a single year. Prior to joining North Highland, Scott

performed extensive information security work in the financial services industry with Crestar Bank, SunTrust Bank, and Capital One.

- Eric Tompkins, Affiliate Consultant, North Highland – Eric is the secondary project manager and will provide Enterprise Risk Management and Incident Management services described in this Statement of Work. He has 20 years of experience in federal, state, and local government project management and acquisition, including extensive work in information security. He led security policy development for a financial management system controlling 16% of the U.S. Department of Defense acquisition budget. In addition, Eric was instrumental in developing security policies and certification and accreditation for nine U.S. Federal information centers in the United Kingdom and Norway. Eric performed extensive information security work in the financial services industry.
- Jeremy Katz, Affiliate Consultant, North Highland – Jeremy will provide Security Policies and Standards Development Services described in this Statement of Work. He has over 15 years of experience in managing and delivering information security and systems integration projects in both the public and private sectors. Specific areas of Jeremy's expertise include developing security policies, standards, and procedures; developing system security plans, contingency plans, self assessments, and, risk assessments; providing vulnerability scanning; intrusion detection; hardening of servers and routers according to NSA and vendor recommendations; and developing project plans and managing project performance. Jeremy has led numerous significant engagements with public and private sector organizations in providing information security and information assurance that involved developing security policies and procedures, including data center standard operating procedures, physical security plans, and personnel security.
- Elizabeth Roderick, Affiliate Consultant - North Highland. Elizabeth will provide Security Policies and Standards Development Services described in this Statement of Work. She has more that 20 years of experience in information technology product development and implementation in the public sector. Elizabeth's expertise includes budget justification, statewide procurements, contract negotiation, and management of budgets from \$ 30,000 to \$ 3 million as well as the supervision of staffs of from one to 50. She served as the Director of the Virginia Digital Library project and managed the Virginia Library and Information Network (VLIN), making Virginia the first state in the country to provide libraries Internet and commercial database access on a statewide basis.

WORK PERFORMANCE

Security

Work will be performed primarily at VITA's offices at 110 South Seventh Street and 411 East Franklin Street, Richmond, VA, and at VITA's Customer Agency locations. It is anticipated that all members of the NHC Team will acquire and maintain current VITA and Virginia Capitol Police security credentials that provide access to these locations. All members of the NHC Team will comply with all security requirements and guidelines established by the Commonwealth. During any access on VZB's premises or access to VZB's networks, the NHC team member(s) shall also comply with VZB's security guidelines.

Hours & Overtime

NHC will perform the Work described in this Statement of Work primarily during the normal business hours of 8:00 AM through 5:00 PM, Monday through Friday. NHC Team members may, from time to time, perform Work outside of these hours, and will perform this Work at the same rates as Work performed during normal business hours.

Travel & Expense Guidelines

NHC does not anticipate incurring any expense in the performance of this Work, and will obtain VZB's permission prior to incurring such expenses. Unless there is a Change Order to this SOW permitting VZB to reimburse such expenses, NHC is solely responsible for paying for all travel and related expenses incurred by Subcontractor Personnel in performing the Services under this SOW.

PROJECT PLAN AND ASSUMPTIONS

NHC and VZB recognize and agree that the list of activities to be performed and deliverables to be created as set forth in this SOW is preliminary and may change. NHC and VZB further recognize and agree that VITA's addition of tasks and deliverables increases the risk that NHC will not complete all tasks and deliverables in accordance with VITA's desired timeline.

The Services will be initiated with a kick-off meeting with VITA. Such meeting shall include a discussion of the project schedule, roles and responsibilities, project deliverable document formats and project management process. NHC's lead project manager will develop a comprehensive project plan once Work on the project is initiated by VITA. This project plan

will be approved in writing by VITA prior to its implementation and will be used through the project to manage the resources and prioritize activities. NHC shall strictly comply with the terms of the VITA-approved project plan ("Project Plan"), including, without limitation, meeting any deliverables deadlines set forth in such Project Plan. If VITA desires any changes to the Project Plan, NHC shall be solely responsible for advising VZB of any changes to the Project Plan and obtaining VZB's approval thereto and ensuring that all necessary changes (such as revised schedules and any change Order necessitated by such changes) are documented and agreed upon in writing by all applicable parties in accordance with the process set forth by the relevant party (including specifically obtaining a Project Change Order as described below in this Statement of Work).

NHC acknowledges that the cure period for any noncompliance under the Prime Contract is ten (10) days (or such greater period as is acceptance to the Commonwealth) after receipt of notice identifying the noncompliance, and that without limiting the termination rights set forth in the Subcontract, VZB shall be entitled to terminate for cause this Subcontract (in whole or in part) due to NHC's failure to cure any noncompliance in a timely manner.

VERIZON BUSINESS RESPONSIBILITIES

Ordering: VZB will submit a Purchase Order for any Services that it desires to procure from NHC to support any of its service offerings ordered by VITA for this project. NHC will not initiate any Services under this Subcontract without receiving a Purchase Order from VZB. VZB will not pay for Services they have not ordered from NHC.

VITA Billing: VZB shall be solely responsible for billing and collecting funds from VITA in connection with its resale of any NHC's Services provided pursuant to this Subcontract. Delay in payment to VZB by VITA shall not relieve VZB of its obligations to pay NHC for all Work provided by NHC hereunder, provided that NHC has complied with the terms and conditions of the Subcontract (including those terms set forth in this SOW).

PROJECT COST

Work under this SOW shall be performed on a "time and materials" basis, but shall not exceed \$550,000.00 ("Estimated Value"). The project value is based on the below hourly rates and the project deliverables described in this SOW. NHC is not authorized to provide any Work beyond the Estimated Value of this SOW or beyond December 31, 2006. If any changes are needed, a Project Change Order will be required as described below in the SOW Change Order Procedure. VZB will render payment in accordance with the payment terms set forth in the Agreement.

Staff Resources	\$/hour
NHC lead Project Manager & NHC Secondary Project Manager & NHC Exec Sponsor/QA	\$153.15
North Highland Security Polices and Standards Lead	\$135.14

All invoices shall include the PURCHASE ORDER NUMBER and shall be sent to the address below. Otherwise, processing of the invoice will be delayed and may cause payment to be delayed.

ORIGINAL INVOICE

COPY of the INVOICE to

Verizon Business P.O. Box 770 Ashburn, VA 20146-0770 Attn: Imaging Operations 9823-344	Verizon Business Government Markets Accounts Payable 2485 Natomas Park Drive, Suite 450 Sacramento, CA 95833
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

Applicable Documents

VZB may provide some VZB-developed working documents to assist NHC with completing the Work effort. All content will be the exclusive property of VZB and shall not be disclosed to any third parties (or incorporated into the Work Product). NHC will secure prior written approval from VZB before any materials are shared with the Commonwealth (or any subdivision thereof) or otherwise publicly or incorporated into any Work Product. VZB will have sole responsibility for accuracy of contents in such VZB-developed documents.

Subcontractor Outsourced Activity

VZB approves and agrees to NHC's use of Eric Tompkins and Jeremy Katz, as subcontractors to NHC, in the delivery of the Services described in this Statement of Work. NHC will not add any additional third-party subcontractors to this Statement of Work without obtaining prior written approval from VZB's authorized representative. VZB's approval of such subcontractors shall not relieve NHC for its responsibilities for such subcontractors' performance as described in the Subcontract.

SOW Change of Scope Procedure (if applicable)

Any change to this Statement of Work shall be provided in writing and accepted by both Parties and VZB Procurement, before being accepted and included as a part of this SOW Agreement. Such scope change shall specify all changes to the SOW (including any additional costs and schedule changes) as well as an explanation of why change is required. The Project Change Order Form (see Attachment 1) shall be utilized to document any change to this existing SOW. All SOW changes must be approved by VZB's Procurement Department and signed by both Parties. VZB shall not be responsible, financially or otherwise, for any work performed by Subcontractor prior to VZB's written approval as described herein.

Acceptance Criteria

Criteria for acceptance of this project will be tied to phases/deliverables. If the deliverable is provided, VZB will accept the quantitative delivery as part of the acceptance criteria. A qualitative element of usefulness and/or relevance must also be a part of the acceptance criteria. A deliverable must meet both quantitative and qualitative criteria.

The Parties agree that this SOW describes certain Services to be performed by NHC for VZB. NHC acknowledges and agrees that the Services described herein shall not commence until NHC receives from VZB a Purchase Order incorporating this SOW. THERE IS NO BINDING OBLIGATION BETWEEN NHC AND VZB WITH REGARD TO THE SPECIFIC PROJECT DESCRIBED IN THIS SOW UNTIL THE CORRESPONDING PURCHASE ORDER IS ISSUED. FAILURE TO OBTAIN BOTH A VALID PURCHASE ORDER AND AN APPROVED SOW WILL RESULT IN VZB HAVING NO LIABILITY OF ANY KIND FOR ANY PERFORMANCE OF SERVICES DESCRIBED HEREIN.

**Exhibit A, Attachment 1
Project Change Order Form**

PROJECT CHANGE ORDER # _____ (“PCO”)
Statement of Work # _____ dated _____, 200__

Subcontractor Name: _____ (“Subcontractor”)
Project _____, Phase (if applicable) _____

PCO Name: _____
PCO Number: _____
PCO Effective Date: _____

Subcontractor and MCI Network Services, Inc. (“VZB”) enter into this PCO to amend and revise the above referenced SOW. To the extent there is conflict between the terms and conditions of this PCO and the terms and conditions of the SOW, this PCO shall govern, provided that any purported changes herein to other than the scope of work, deliverables, schedule, charges and payments in the SOW, shall be null and void and of no effect unless such changes are expressly specified as such and are initialed by legal counsel of both Parties. All capitalized terms used in this PCO shall have the meanings assigned herein, or, if not specified in this PCO, the meanings defined elsewhere in the Agreement or the SOW.

1. Describe Changes to the Project.
 Insert Change Order description here including project impact statement.
 Provide a listing of all tasks that are either additive to the scope or reductive to the scope defined in the SOW. For each task, provide the cost estimates associated with that task in Item 2 below.
 If this is a schedule change only, provide a descriptor of the reason the schedule has changed.
 All revised Deliverable dates need to be indicated below in the appropriate section.
2. Deliverables.
 Specify Deliverable description below. In the event of a schedule change, provide the revised delivery dates.
3. Completion Criteria (if any) Specific to this PCO.
 Insert any completion criteria for the PCO here that are in addition to those otherwise set forth in the SOW.
 If no changes are inserted, the unmodified original criteria are applicable to this PCO.
4. Resources, Professional Fees, and Expenses
 - a. The following schedule provides the estimated increases/decreases to resource hours and the associated costs that are included within this Project Change Order:

Resource Description	Time Period	Original/Prior Estimated Hours	PCO Estimated Hours	Original /Prior Estimated Cost	PCO Estimated Costs
Total					
 - b. Provide the following information and effect on SOW:
 - i. Professional Fees: Provide quantitative indicator of additional hours by added task cited in #1 above.
 - ii. Provide Hourly rate
 - iii. Provide total professional fees
 - c. Travel Expenses: Provide a listing of all additional travel associated with this project change order and an estimate of the cost.
5. Payment Schedule.
 Insert any revisions to the payment milestone schedule below. For any milestone which has already been reached and paid, please specify amount and payment status (e.g., \$x, already paid). Subcontractor shall be entitled to invoice VZB in the following amounts/percentage upon VZB’s acceptance of the following milestones:

6. <u>VZB Responsibilities.</u> Define any VZB responsibilities	Services	Original \$ Amount or % of Total \$	PCO \$ Amount or % of Total \$
		Milestone #1: Completion of _____ Deliverable	
	Milestone #2: Completion of _____ Deliverable		
	Milestone #3: Completion of _____ Deliverable		
	Total		

sibilities that are either additive or reductive to the original scope cited in the SOW.

7. Subcontractor Responsibilities.

Define any Subcontractor responsibilities that are either additive or reductive to the original scope cited in the SOW.

Agreed to:

 "Verizon Business"
 By: _____
 {Signature}

 {Printed Name}

 {Title}

 {Date}

 "Subcontractor"
 by: _____
 {Signature}

 {Printed Name}

 {Title}

 {Date}

[END EXHIBIT A]

**MODIFICATION # 13
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI COMMUNICATIONS SERVICES, INC.**

This MODIFICATION # 13 is an agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth”, or “VITA” (Virginia Information Technologies Agency) and MCI Communications Services, Inc., f/k/a MCI WORLDCOM Communications, Inc. and hereinafter referred to as “Contractor” or “MCI”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification #13 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 13 is to provide enterprise security program development for the Commonwealth of Virginia. This service includes development of enterprise information security risk management and incident management programs for the Commonwealth, assistance in developing cost recovery methods to fund these programs, and completion of enterprise and VITA information security policies and standards that support this program.

ENTERPRISE SECURITY PROGRAM DEVELOPMENT

MCI will provide enterprise security program development services for the VITA Security Services Directorate, under the direction of the Security Services Director and / or designees. MCI will provide a team of Security Consultants to work with VITA Security Services Directorate in providing these services.

- **Enterprise Risk Management Program Development.** MCI will conduct a baseline assessment of existing Business Impact Analyses (BIAs) and Risk Assessments (RAs) for Commonwealth Agencies. Using this information, MCI will develop BIA and RA templates and guidance. These templates and guidance will be designed to enable Commonwealth Agencies to update their BIAs and RAs. VITA intends to use the work product in implementing its risk management program. MCI will also assist VITA in planning for the use of Agency BIA and RA information to develop a comprehensive Risk Assessment for the VITA-managed enterprise technology infrastructure. Additionally, VITA intends to use the work product for development and implementation of a VITA business continuity plan, and in planning for security assessments of Commonwealth Agencies that have not been assessed previously.
- **Enterprise Incident Management Program Development.** MCI will assist VITA’s planning for implementation and governance of the Enterprise Incident Management function.
- **Cost Recovery Methodology Development.** MCI will revise the Commonwealth’s existing Cost Recovery Methodology to reflect current plans as described by VITA to MCI, and MCI will use these results to produce the documentation VITA intends to use

to present this methodology to the Information Technology Investment Board, the Joint Legislative Audit and Review Commission, and/or the General assembly. This documentation may include spreadsheets, presentations, and other documents.

- **Security Policies and Standards Development.** MCI will revise the Commonwealth's existing draft Enterprise Information Technology Security Standard by incorporating comments received during review of the Standard, and will finalize the Standard for publication. MCI will also propose VITA policies and guidelines in the areas of Risk Management, Incident Management, and Baseline Security Configuration Standards, in areas specified by Security Services staff.

Project Responsibilities

- Governance and overall project management of the risk assessment will be performed by the Director of Security Services. MCI will manage its performance on the contract in accordance with MCI's Project Management Methodology (CPMM).
- The MCI Team will consist of two project managers and one Security Policies and Standards Lead.
- VITA will furnish an overall coordinator to schedule meetings with the appropriate VITA and Customer Agency management and personnel, provide MCI personnel with access to needed information, review the Deliverables that are developed, and work with and support the MCI Team providing the services. VITA also will provide suitable office facilities, computer workstations, printing capabilities, and supplies to support the MCI Team.

Project Deliverables

- Project Deliverables are more specifically described above and include the following:
 - **Enterprise Risk Management Program Development**
 - Baseline analysis of existing BIAs and RAs of VITA customer Agencies.
 - BIA and RA templates and guidance for use by VITA customer Agencies.
 - High-level project plan for development of VITA-managed enterprise infrastructure Risk Assessment.
 - Project plan for development of VITA BCP.
 - Project plan for security assessments of VITA customer Agencies not yet assessed.
 - **Enterprise Incident Management Program Development**
 - Enterprise Incident Management governance policies and guidelines.
 - Project plan for implementation of Enterprise Incident Management governance.
 - **Cost Recovery Methodology Development**
 - Revised Cost Recovery Methodology document.
 - Other documentation required to present Cost Recovery Methodology information to various approving bodies.
 - **Security Policies and Standards Development**

- Enterprise Information Technology Security Standard.
- VITA policies and guidelines for Incident Management, Risk Management.
- Baseline Security Configuration Standards in areas specified by VITA staff.

SERVICE INITIATION

The service will be initiated with a VITA / MCI Kickoff Meeting. Items to be discussed at this meeting will include, but not be limited to Project Schedule, Roles and Responsibilities, Project Deliverable Document Formats and Project Management Processes.

The Lead MCI Project Manager will develop a comprehensive plan once work on the engagement begins, as initiated by VITA. This plan will be approved in writing by VITA prior to its implementation and will be used throughout the project to manage resources and prioritize activities. This plan may consist of, but is not limited to the following:

- **Project Plan Document** that will include an introduction, the purpose, objective and goals of the project. The plan will include a detailed service description including the Activities, Tasks and Status reporting formats, any referenced documentation including Federal and State requirements and a representation and contact list of the all State and MCI resources that play a role in the project.
- **Project Schedule to be agreed upon in writing by VITA and MCI**

PROFESSIONAL FEES AND SERVICE SCOPE

Staff Resources	Total Resources	\$/hour	Est. Hours	Estimated Price
MCI Project Manager	2	170.00	1100	\$187,000
MCI Exec Sponsor/QA	Part time			
MCI Security Polices and Standards Lead	1	150.00	640	\$96,000
			Total	\$283,000

Note: The hours noted above are the maximum number of hours that may be charged for this service. The service may be terminated by VITA prior to the maximum number of hours being consumed.

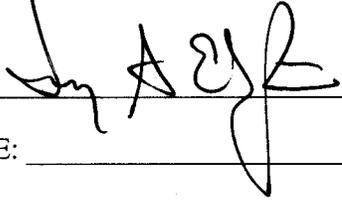
IMPORTANT NOTE:. The 7% volume discount will not apply to these services, Travel and Expense Fees

Expenses incurred for travel required under this service, such as hotels, meals, and air travel are included in these rates.

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.

MCI COMMUNICATIONS SERVICES, INC.

BY: 

NAME: _____

TITLE: _____

DATE: 11/22-05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Mgr

DATE: 11/28/05

**MODIFICATION # 12
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI COMMUNICATIONS SERVICES, INC.**

This MODIFICATION 12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Communication Services, Inc., f/k/a MCI WORLDCOM Communications, Inc. and hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #12 is hereby incorporated into and made an integral part of the Agreement, as modified.

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications" and Page A-42, Paragraph A.1.13, entitled Enterprise Security Service":

Both of the above referenced parties agree to add review of VITA Security Policies, Standard & Procedures Service as delineated in Attachment "A" to this Modification, entitled "Security Policies, Standard & Procedures Service Scope of Work." This additional scope of work is hereby incorporated into and made an integral part of the Contract.

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.

MCI COMMUNICATIONS SERVICES, INC.

BY: _____

NAME: Jerry A. Edgerton

TITLE: Senior Vice President

DATE: _____

9/8/05

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: _____

9/21/05

SECURITY POLICIES, STANDARD & PROCEDURES SERVICE SCOPE OF WORK

The Virginia Information Technology Agency (VITA) has recently undergone a statewide security assessment and has developed a baseline set of Security Policies, Standards and Procedures (PSPs). In support of these recent efforts, MCI shall perform remediation tasks such as further development, review and editing of policies and procedures as well as perform remediation tasks as selected and prioritized by VITA. Based on the recent assessment findings, MCI shall make recommendations for the priority policy and remediation tasks.

I. PROJECT PLAN

MCI shall perform the following tasks:

- Development of selected security policies and procedures applicable to aspects of Information Security
- Remediation of selected significant findings from a previous vulnerability assessment
- Knowledge transfer & training of security implementation and processes for the Information Technology support personnel
- Providing analysis, consultation, and support for proposed VITA security technology deployments, such as intrusion detection/prevention and security information management systems

II. SERVICE DELIVERABLES

MCI shall provide the following deliverables to the Commonwealth:

- Updated, existing PSPs and rewrites as required by VITA
- New PSPs recommended by MCI and approved, in writing, by VITA
- Final written PSPs to VITA
- Additional security related remediation services requested by the Commonwealth in writing.

III. PROJECT ASSUMPTIONS

Attachment "A"
To Modification #12
Contract VA-031104-MCI

MCI shall provide these services under the following assumptions:

- MCI shall provide the services and deliverables as stated above with the understanding that completion of all deliverables will be subject to the budget and time constraints noted below in Section IV. MCI will not be responsible for uncompleted projects that have extended beyond the approved hours.
- MCI will deliver all work to date that has been completed within the allotted timeframe and budget.
- MCI will assist VITA in determining which remediation efforts can be accomplished within the budget and timeline constraints.

IV. SERVICE FEES

MCI shall support this project with the skilled resources and estimated number of hours illustrated in the table below. All work on this effort will be on a "level of effort" basis. MCI will provide the resources specified for the number of hours specified.

Staff Resources	Total Resources	\$/hour	Est. Hours	Estimated Price
Senior Project Manager & Principal Consultant	1 Person	\$170.50	352	\$60,016
			Total	\$60,016

NOTE: The 7% volume discount will not apply to these services,

V. TRAVEL AND EXPENSE FEES

The Commonwealth will not reimburse MCI for travel and for out-of-pocket expenses incurred for travel required under this proposal, such as hotels, meals, and air travel.

**MODIFICATION # 11
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

This MODIFICATION # 11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Worldcom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 11 is hereby incorporated into and made an integral part of the Agreement.

Both parties agree to modify the terms and conditions of the Agreement as set forth below.

1) Mobile Termination Charges on International Traffic originally listed in Appendix B-4 (Page B-52) are updated to include additional countries. This rate applies to calls terminating to Mobile Phones in foreign countries. For the term of the contract, COVANET will receive the Mobile Termination Rates below. This rate is charged in addition to the International usage rates listed in Appendix B-1 (Page B-38).

	Per Minute
Afghanistan	0.0111
Albania	0.0608
Algeria	0.0467
Andorra	0.3173
Angola	0.0604
Argentina	0.1677
Armenia	0.1089
Aruba	0.0966
Australia (including Tasmania)	0.1323
Austria	0.1718
Azerbaijan	0.0173
Bangladesh	0.0477
Barbados	0.0702
Belgium	0.1721
Belize	0.0779
Benin	0.0133
Bermuda	0.0019
Bhutan	0.0043
Bolivia	0.1523
Bosnia	0.1574
Botswana	0.0959

Brazil	0.1204
Brunei	0.0003
Bulgaria	0.1331
Burkina Faso	0.0165
Burundi	0.0071
Cambodia	0.2700
Cameroon	0.0064
Cape Verde Islands	0.0065
Cayman Islands	0.0669
Chad	0.0210
Chile	0.1514
China	0.0595
Colombia	0.0808
Comoros	0.0840
Cook Islands	0.0122
Costa Rica	0.0001
Croatia	0.1642
Cyprus	0.1812
Czech Republic	0.1142
Denmark	0.1674
Djibouti	0.0007
Dominica	0.0851
Dominican Republic	0.0643
East Timor	0.0004
Ecuador	0.0054
Egypt *	0.1666
El Salvador	0.0994
Equatorial Guinea	0.0004
Eritrea	0.0009
Estonia	0.2059
Ethiopia	0.0008
Faeroe Islands	0.0009
Finland	0.1389
France	0.1919
French Antilles (including Martinique, St. Barthelemy, & St. Martin)	0.2075
French Guiana	0.1716
Gabon	0.0229
Gambia	0.0306
Georgia	0.1758
Germany	0.1670
Ghana	0.0341
Gibraltar	0.1512
Greece	0.1993

Greenland	0.0037
Grenada (including Carriacou)	0.0685
Guadeloupe	0.1418
Guatemala	0.1012
Guinea	0.1560
Haiti	0.2282
Hungary	0.1529
Iceland	0.1725
India	0.1954
Indonesia	0.1349
Iran	0.0003
Iraq	0.0833
Ireland	0.1782
Israel	0.0984
Italy	0.1602
Ivory Coast	0.0506
Jamaica	0.1599
Japan	0.1490
Jordan	0.1740
Kazakhstan	0.0462
Kenya	0.0861
Korea, Republic of	0.0586
Kyrgyzstan	0.0084
Laos	0.0004
Latvia	0.1784
Lebanon	0.1819
Lesotho	0.0207
Liberia	0.0038
Libya	0.0071
Liechtenstein	0.2040
Lithuania	0.1013
Luxembourg	0.1680
Macedonia	0.1878
Malaysia	0.0290
Mali	0.0744
Malta	0.1982
Mauritania	0.0236
Mayotte Island	0.0840
Moldova	0.0467
Monaco	0.1738
Montserrat	0.0002
Morocco	0.2112
Mozambique	0.0746

Namibia	0.0839
Netherlands	0.2012
Netherlands Antilles	0.1401
Nevis	0.0003
New Zealand	0.1647
Nicaragua	0.2442
Nigeria	0.1100
Norway	0.1321
Oman *	0.3103
Palestine	0.0003
Panama	0.1717
Paraguay	0.1420
Peru	0.2147
Philippines	0.1102
Poland	0.1995
Portugal (including Azores and Madeira Islands)	0.1853
Qatar	0.2598
Reunion Islands	0.1591
Romania	0.1906
Russia	0.0744
Saudi Arabia	0.0009
Senegal	0.0331
Serbia	0.1359
Seychelles	0.0004
Sierra Leone	0.0295
Slovakia	0.1315
Slovenia	0.1583
South Africa	0.1578
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	0.1683
Sri Lanka	0.0141
St. Kitts	0.0003
St. Lucia	0.0845
St. Pierre/Miquelon	0.1208
St. Vincent	0.0635
Sudan	0.0130
Swaziland	0.0482
Sweden	0.1641
Switzerland	0.2182
Syria	0.0074
Taiwan	0.0745
Tajikistan	0.0019
Tanzania *	0.3167
Thailand	0.0234

Togo	0.0516
Tonga	0.0002
Trinidad/Tobago	0.0002
Tunisia	0.0004
Turkey	0.1718
Turkmenistan	0.0260
Uganda	0.0173
Ukraine	0.0403
United Kingdom	0.1817
Uruguay	0.1511
Uzbekistan	0.0010
Vanuatu	0.0051
Venezuela	0.2387
Vietnam	0.3341
Western Samoa	0.0856
Yemen, Republic of	0.2678
Zaire	0.2465
Zambia	0.0854
Zimbabwe	0.0857

2) INMARSAT- For the term of the contract, INMARSAT calls will be rated as follows

	Per Minute
Aeronautical	9.2403
Mini-M/Atlantic and Pacific Ocean	4.9742
Mini-M/Indian Ocean	4.3891
Standard A/Atlantic, Indian, and Pacific Ocean	9.6558
Standard B/Atlantic and Pacific Ocean	4.9742
Standard B/Indian Ocean	4.3891
Standard M/Atlantic and Pacific Ocean	4.9742
Standard M/Indian Ocean	4.3891

International Maritime Satellite Service- Provides mobile communications to ships at sea, aircraft in flight, and vehicles on the road.

3) Enhanced Call Routing: For the term of the contract, the basic installation fee of \$1,000 is waived. The Change Order Charge will be \$250 per change order.

There are two categories of change orders:

A) ECR Audio Change: Adding or re-recording up to 50 messages.

B) Logic/Database Change: This option is used when the call flow is altered. This may include changing some property of the call process such as the length of time a ring time is set or how many times a call may be transferred to another location. This may also include, adding a new

Menu, changing a hidden out dial number, adding a new database or changing the structure of an existing database.

Orders requesting changes relating to both items A and B will incur separate \$250.00 change order charges, if submitted on the same order. However, multiple changes from the list in Item number 2 would only show a single \$250.00 charge. There is no charge to change or add standard reports or to manipulate distribution lists for the reports.

4) Worldphone Surcharge is \$0.00 (zero). This surcharge applies to Calling Card calls originating in foreign countries. Worldphone usage rates are located in Appendix B-2 (Page B-44) of the COVANET Contract.

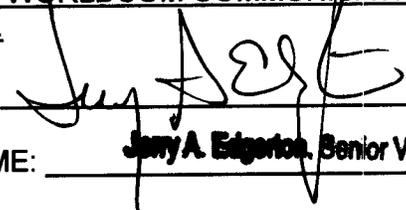
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The rates, charges and discounts contained within will be effective the first day of the second (2nd) billing cycle following Customer's Signature Date (the "Effective Date").

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.

MCI WORLDCOM COMMUNICATIONS, INC.

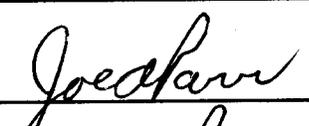
BY: 

NAME: Jerry A. Edgerton, Senior V.P.

TITLE: _____

DATE: 8/8/05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Mgr

DATE: 9/15/05

**MODIFICATION # 10
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

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 MCI WORLDCOM COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #10 is hereby incorporated into and made an integral part of the Agreement, as modified.

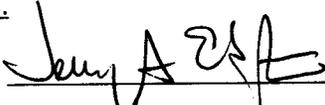
Reference: Page 9 of 22, Paragraph 24, entitled "Modifications" and Page A-42, Paragraph A.1.13, entitled Enterprise Security Service":

Both of the above referenced parties agree to add MCI Voice Continuity and Recovery Service (VCRS) as described in Attachment "A" to this Modification #10, which is hereby incorporated into and made an integral part of the Contract.

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.

MCI WORLDCOM COMMUNICATIONS,
INC.

BY: 

NAME: **Jerry A. Edgerton, Senior V.P.**

TITLE: _____

DATE: 9/20/2005

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 9/23/05

MCI VOICE CONTINUITY & RECOVERY SERVICE (VCRS)

MCI VCRS Service is a seamless, network-level solution that will restore incoming telephone Service to Users within minutes of a terror attack, PBX failure, fiber cut, fire, flood, building evacuation, or other catastrophic event by using any available network resource to route traffic to customer equipment.

MCI's technology enables Users to be reached at their existing telephone extensions, via multiple networks, multiple devices, using MCI's combination of path diversity, network diversity, geographic dispersion, and distributed network architecture. This effectively reroutes telephone traffic around network congestion and network points of failure.

MCI's Service links the Public Switched Telephone Network (PSTN) with the the Internet to create a seamless system for telephone disaster recovery.

MCI provides a suite of administrative controls and the ability to view the Network Operations Center (NOC) screens through a secure Internet connection.

Service Description

System Access - Each Customer User will be assigned a Subscriber ID and password which they will utilize for accessing the Service.

Web Activation and Enterprise Management – Customers will be provided the URL and/or IP Address of the MCI Service's Web Activation and Enterprise Management Center where Authorized Users can (a) activate their Service in the event of an outage, (b) manage and control multiple lines and extensions, and (c) manage Subscriber's information for their enterprise.

Telephone Activation - Each Authorized User will be provided a telephone number(s) that can be used to activate the Service over a standard telephone line [VOIP?]. The User will be greeted by an automated attendant to guide them through the activation and forwarding of their telephone line or extension to another communication device which they have chosen during configuration of their Service.

Enterprise Network Operations Center – One User assigned by the Customer will have access to Network Status. This real time monitoring tool represents the voice traffic on the network [which network?] in near real time in an interactive graphic format.

Service Delivery

Once activated by a customer's telecommunications manager or by individual end-Users, the network will automatically receive re-routed calls at our POPs using the call-forwarding and switched redirect Services offered by the Local Exchange Carriers. The POP will provide the standard PBX auto attendant messaging features of the subscribing customer and seamlessly terminate the inbound telephone traffic over landline, wireless, or IP based networks to business Users using regular handsets, cellular telephones, IP-based handsets, or sound-equipped PCs. End-Users (employees of the customer) must call into MCI's system via telephone IVR or log on via the

Attachment "A"
To Modification #10
Contract VA-031104-MCI

Internet to the stated web site to indicate which network and device is currently available to receive incoming calls at their present location. Should End Users move, they must call or log back in to the system to update their current location, network availability, and device data for continued seamless reception of incoming calls.

Service Availability

MCI Service levels ensure that telephone calls that are terminated in the network will be able to be delivered to Subscribers activating the Service provided the terminating subscriber device and the underlying network to which the device is attached is active. Calls can be terminated in the network by either dialing the telephone number provided, which dials the network directly ("Access Number") or by forwarding calls from the covered line that are destined for a subscriber to the network.

To activate the Service and to make or receive calls while using the Service, Subscriber must have dial tone via the public switched telephone network or Internet connection and a working TDM voice device receiving dial tone and voice transmission or an IP device capable of activation from a live IP connection and able to receive and send voice transmissions.

The Service is responsible for being able to receive calls into the network and being able to redirect calls out of the network.

The Service is designed to support softphones approved and are available for download via the activation web site at <https://www.getmycalls.com>

MCI will service customer's designated lines at a provisioning ratio of 100% of Current Telephone Provisioning:

Subscriber's Current Telephone Provisioning

The Subscriber's Current Provisioning is calculated as: $Ut*(Tc/Uc)$

The Guaranteed Provisioned Lines in this Agreement during an Outage is calculated as:

Ut = Lines Covered
Tc = Number of Regular Telephone Trunks (23 Channel PRI) available at each site
Uc = Number of Total Telephone System Users

Service Level Credits

If MCI does not meet the Service Levels in Section 1 above in any given month, Customer will be entitled upon written request to a Service Level Credit to be calculated as follows:

Service Level Credit =
$$\frac{(\text{Unscheduled Downtime}) \times \text{Total Monthly Subscription Fee}}{(\text{Scheduled Uptime})}$$

Customer Support

Service outages shall be reported by the Customer to MCI's Customer Support Hotline as "Critical." MCI shall respond to Critical problems reported by Customer within two (2) hours of receipt of such report. All other

problems ("non-critical") reported by Customer or by Customer Contacts to MCI's Customer Support, during normal business hours shall be responded to with 1 (one) business day of MCI's receipt of the report.

Attachment "A"
To Modification #10
Contract VA-031104-MCI

Service Exclusions

"Service Unavailability" shall not include interruption of the MCI Service resulting from:

1. Planned or Emergency Network maintenance;
2. Circuits or network elements provided by other telecommunications providers or other common carriers;
3. An external ISP or an Internet exchange point;
4. Service outages within the first 72 hours associated with new installations or change requests;
5. Service outages not related to a MCI Trouble Ticket opened by the Customer;

System Requirements:

Customer is responsible for providing the following:

(a) Web Interface

Microsoft Windows 2000, Windows 2000 Server, Windows XP
Internet Explorer (Admin and User Web Interface)
Internet Access
Adobe SVG Plugin (NOC Access Only)
SSL Support for 128 Bit Encryption

(b) Telephone Interface

Touch Tone Telephone used only for Service Activation.

(c) X-ten Lite Softphone

Only if softphone download is utilized.
Processor: Pentium II 300 (or equivalent)
Memory: 128 MB RAM
Operating System: Windows 98SE, ME, 2000, or XP
Connection: Wired or wireless Internet connection (including dial-up)

(d) Dial Tone

The User must have access to a device (PSTN telephone device or VoIP Device) to receive their redirected calls. It is not MCI's responsibility of the Service to provide basic dial tone or Internet connectivity.

Service Pricing

Initial System Setup Fee – The initial setup fee is \$6,920. This setup fee covers the setup of the initial Service which includes the first 1000 User/Lines Covered in the Network and one day of system administration and User training.

There is an additional charge of \$2.70 for each End User/Line beyond the initial 1000 End Users.

Attachment "A"
To Modification #10
Contract VA-031104-MCI

Additional training is available and will be priced on request. MCI utilizes the "train the trainer" approach in all its training sessions. Training will be provided either on site or via the web and will include one day of System Administration Training and Certification.

The Service is provided on a per line per month basis.

Monthly Fee Per Covered Line / MRC	Number of Activations Allowed per Year per Line	Price Per Minute for PSTN Traffic Used Intrastate and Interstate
\$5.38	10	\$.077 / Minute

Activations Allowed per Line per Year

Customers are allowed 10 activations per line per year without additional charge. Once activated, each covered Line may remain activated for a period of up to 10 days or until the Customer deactivates the Service, whichever occurs first ("Activation Period"). If, the User has not deactivated the Service at the end of the initial 10-day Activation Period and in the absence of Customer notice to MCI of a continuing the activation period Service will automatically continue and an additional activation will be deducted from the Customer's allowable number of yearly activations every 10 days

The initiation of the Service begins when the MCI installation process is complete as per this contract modification. If additional Services from other carriers, (Non MCI Services) are utilized by the customer (such as call forwarding) MCI considers the Service active whether or not those Services are functional at the time of the completion of the MCI installation process.

Customer may purchase Additional Service activations (beyond the 10 standard activations provided as part of basic service) in units of 5 activations. Each additional activation unit is priced at \$7.70, purchased in packs of 5 (priced per line).

It is Customer's responsibility to activate and deactivate the Service.

**MODIFICATION # 9
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

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 MCI WORLDCOM COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #9 is hereby incorporated into and made an integral part of the Agreement, as modified.

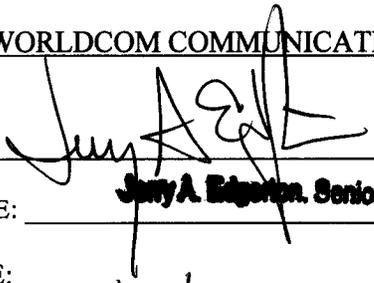
Reference: Page 9 of 22, Paragraph 24, entitled "Modifications" and Page A-42, Paragraph A.1.13, entitled Enterprise Security Service":

Both of the above referenced parties agree to add review of VITA Security Policies, Standard & Procedures Service as delineated in Attachment "A" to this Modification #9, entitled "Security Policies, Standard & Procedures Service Scope of Work", which is hereby incorporated into and made an integral part of the Contract.

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.

MCI WORLDCOM COMMUNICATIONS,
INC.

BY: 

NAME: Jerry A. Edgerton, Senior V.P.

TITLE: _____

DATE: 7/27/05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 8/1/05

**SECURITY POLICIES, STANDARD & PROCEDURES SERVICE
SCOPE OF WORK**

The Virginia Information Technology Agency (VITA) has developed a baseline set of Security Policies, Standards and Procedures (PSPs). MCI shall perform a review and provide editing services of the existing PSPs and a gap analysis of existing PSPs. MCI shall make recommendations of any additional PSPs that may need to be written and added to the existing PSP compilation. Upon approval, in writing, by VITA, MCI will develop the additional PSPs.

The policies and supplemental procedures to be developed shall consider, but not be limited to, the following standards and regulatory requirements:

- Sample Policies from other State Agencies
- ISO 17799
- Any appropriate Privacy Concerns such as : Gramm Leach Bliley, Health Insurance Portability and Accountability Act (HIPAA)

As required, the policies and procedures to be developed shall take into account the following:

- Unique requirements of each State Agency,
- Any information security policy solutions already (or in the process of being) implemented,
- Industry standards and best practices,
- Identification of the existing mandated requirement that a policy or procedure meets.

I. PROJECT PLAN

MCI shall perform the following tasks:

- Review, and edit as needed, existing PSPs.
- Develop framework of recommended PSPs and perform gap analysis of potential missing PSPs.
- Write additional PSPs as required and approved by VITA, in writing.
- Conduct approval presentations of new and updated PSPs to the VITA approval committee.
- After a period of review by the VITA committee, MCI shall meet with the group to discuss comments and identify those to be incorporated into the documents.
- Incorporate the VITA committee's approved comments into final PSPs.

Attachment "A"
To Modification #9
Contract VA-031104-MCI

II. SERVICE DELIVERABLES

MCI shall provide the following deliverables to the Commonwealth:

- Updated existing PSPs and any rewrites required by VITA
- Develop new PSPs recommended by MCI and approved, in writing, by VITA
- Provide final written PSPs to VITA
- Additional security related services requested by the Commonwealth that the Parties mutually agree, in writing, can be completed within the approved contract timeframe and rates.

III. SERVICE FEES

MCI shall support this project with the skilled resources and estimated number of hours illustrated in the table below. All work on this effort will be on a "level of effort" basis. MCI will provide the resources specified for the number of hours specified.

Staff Resources	Total Resources	\$/hour	Est. weeks	Est. Hours	Estimated Price
Senior Project Manager & Principal Consultant	1 FTE	\$170.50	6	375	\$63,937.50
Principal Security Policy Consultant	1 Part-time employee	\$121.00	6	125	\$15,125.00
				Total	\$79,062.50

NOTE: The 7% volume discount will not apply to these services,

IV. TRAVEL AND EXPENSE FEES

The Commonwealth will not reimburse MCI for travel and for out-of-pocket expenses incurred for travel required under this proposal, such as hotels, meals, and air travel.

**MODIFICATION # 8
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

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 MCI WORLDCOM COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #8 is hereby incorporated into and made an integral part of the Agreement, as modified.

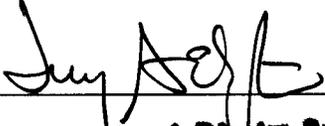
Reference: Page 9 of 22, Paragraph 24, entitled "Modifications" and Page A-42, Paragraph A.1.13, entitled Enterprise Security Service":

Both of the above referenced parties agree to extend the scope of Security Risk Assessment Services from a "Level I" risk assessment to a "Level II" risk assessment, as defined in the INFOSEC Assessment Methodology guidelines. Attachment "A" to this Modification #8, entitled "Scope of Work for Security Architecture Validation Service" is hereby incorporated into and made an integral part of the Contract.

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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 
NAME: Jerry A. Edgerton, Senior V.P.

TITLE: _____

DATE: 6/20/03

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 6/22/03

SECURITY ARCHITECTURE VALIDATION SERVICE SCOPE OF WORK

MCI shall perform a validation of the security architecture of systems connected to the Metropolitan Network (MAN) using a combination of techniques:

- Review of architectural drawings/diagrams
- Physical inspection of network configurations
- Automated discovery tools

MCI shall support VITA in conducting this analysis in conjunction with the ongoing Statewide Security Risk Assessment, working in conjunction with the risk assessment teams to extend their scope from a "Level I" risk assessment to a "Level II" risk assessment (in accordance with the INFOSEC Assessment Methodology (IAM) guidelines). This will be accomplished for selected departments as determined by VITA as part of the overall scheduling and planning of the Risk Assessment Project.

I. PROJECT PLAN

MCI shall perform the following tasks to collect information about systems connected to the MAN and evaluate their level of risk:

- Interview server administrators to discover information about systems are connected to the Virginia MAN.
- Review network diagrams and analyze system connections and trust relationships.
- Review firewall and router configurations.
- Use port scanning tools to determine network services running on connected servers.
- Run vulnerability scans to determine vulnerabilities associated with services, passwords, patch / update levels.
- Manually analyze the configuration of connected servers and software.
- Employ manual and automated techniques to test and exploit any vulnerability on the network.
- Conduct physical site inspections, including cable runs, for connectivity points.
- Use traffic analysis tools to capture and analyze network traffic to characterize typical traffic flows into/out of the MAN.
- Evaluate appropriate user access vs. non-legitimate user access.
- Evaluate the level of risk posed by connected systems using relative risk levels as defined by VITA.

Attachment "A"
To Modification #8
Contract VA-031104-MCI

II. SERVICE DELIVERABLES

MCI shall provide the following deliverables to the Commonwealth:

- Updated existing MAN architecture diagrams.
- Updated existing VITA architecture diagrams.
- Remediation plan to address technical vulnerabilities.
- Policies, processes and procedures to ensure that any changes to the Department of General Services MAN are properly approved, controlled, documented and able to be verified.
- Defined minimum security requirements in order for agencies to have access to the MAN.

III. SERVICE FEES

MCI shall support this project with the skilled resources and estimated number of hours illustrated in the table below. All work on this effort will be on a "level of effort" basis. MCI will provide the resources specified for the number of hours specified.

Staff Resources	Total Resources	\$/hour	Est. weeks	Est. Hours	Estimated Price
Senior Network Security Architect	1 FTE	\$170.50	13	520	\$88,660
Network Security Engineer	1 FTE	\$121.00	13	520	\$62,920
				Total	\$151,580

NOTE: The 7% volume discount will not apply to these services,

IV. TRAVEL AND EXPENSE FEES

The Commonwealth will not reimburse MCI for travel and for out-of-pocket expenses incurred for travel required under this proposal, such as hotels, meals, and air travel.

**MODIFICATION # 7
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

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 MCI Worldcom Communications, Inc., hereinafter referred to as “Contractor” or “MCI”, relating to Contract VA-031104-MCI, hereinafter referred to as the “Contract” or “Agreement”. This Modification # 7 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 7 is to provide security risk assessments for the Commonwealth of Virginia.

Reference: Page 9 of 22, Paragraph 24, entitled “Modifications” and Page A-42, Paragraph A.1.13, entitled Enterprise Security Service”:

Both parties agree to the following Security Risk Assessment Services:

This Service includes a review of the effectiveness and maturity of security measures across “In Scope” agencies within the Executive Branch of the Commonwealth of Virginia.

MCI will provide Non-technical Assessment Support Services to be performed at In-Scope executive branch agencies, to be determined by VITA. MCI will assist in collating results from agencies into a summary report. MCI will provide a team of Security Consultants to work with VITA Security Services Directorate, Risk Management Division in performing the following Services within the number of hours allocated for this Service. If the hours are expended before all agencies are reviewed, MCI will not be liable for reviewing the remaining agencies, unless VITA agrees in writing to allocate additional funding.

The Assessment Teams will focus entirely on assessing the non-technical aspects of security, including the policies, procedures, and practices in place in each agency. MCI will not conduct any hands-on vulnerability testing, scanning, or penetration testing. This scope is consistent with the “Level 1” assessment as defined in the INFOSEC Assessment Methodology (IAM), recognizing that the IAM is a system-focused methodology and this Risk Assessment will have an agency-level focus.

The Assessment Teams will utilize the RiskWatch tool currently licensed by VITA as the basis of the non-technical data collection and reporting. The VITA Risk Management Division will perform the RiskWatch tailoring to reflect the appropriate policies and environment applicable to VITA governance, including applicable laws and regulations.

A. Project Responsibilities

1. Governance and overall project management of the risk assessment will be performed by the Manager, Risk Management Division. Team Leads and the VITA Team Members will receive training to ensure adequate Commonwealth of Virginia knowledge and experience to perform risk assessment at each agency. MCI will manage its performance on the Contract in accordance with MCI’s Project Management Methodology (CPMM).

2. Each team will be supported as needed by the Manager, Risk Management Division or by the current in-house security management consultant.
3. The assessment will be conducted by four (4) teams operating concurrently. Teams will be composed of two (2) individuals: an MCI Team lead and a VITA team member.
4. MCI Team Leads will be selected for their Non-Technical focused Security skill set. The team leads will have the CISSP certification and risk assessment (e.g., INFOSEC assessment methodology (IAM)) expertise/certification acceptable to VITA.

B. Service Tools

Prior to the Service commencing, VITA will customize the RiskWatch tool to assist in the assessment. The customized tool will use current VITA policies, standards, and architectures that represent best practices, or ISO 17799, or other regulatory documents as a uniform compliance metric. In order to ensure consistency among several assessment teams, the assessment Service will emphasize the following:

1. Emphasis on objective data collection. As consistency across the different agencies is key to the usefulness of the results, the Service will focus on collection of objective data upon which later subjective judgments can be made.
2. Traceability to detailed data to facilitate validation. The Service will be structured so that assessment findings are tied to specific underlying observations with references to baseline questionnaires executed at each agency. This will enable the Project Manager to validate the findings and will provide traceability if questions arise after the agency assessment team has completed their assessment.
3. Sufficient detail to facilitate compliance cost estimation. The assessment reports will be used by the Project Manager to estimate compliance costs. The Service will be structured to collect the information needed for that analysis.
4. Consistency. Reports generated by multiple teams visiting agencies will be substantially identical.
5. Flexibility/adaptability. The Service will adjust to accommodate non-standard environments and agency-unique situations.

C. Assessment Service Deliverables

For this Service, MCI Team leads will prepare a Security Assessment Report, for each agency they assess which will contain the following sections:

1. Security Assessment Report which will contain the following sections:
 - Executive Summary
 - Project Background and Service
 - Prioritized Findings and Recommendations, including explanation of risk exposure and determination of impact to VITA operations
 - Remediation Plan, including estimation of remediation costs

- Appendices will be added as necessary.

2. Security Assessment Report

The Security Assessment Report documents the results of MCI's analysis for all phases of the engagement. Each section of the report addresses a major activity and all of its components. The report identifies each activity and fully discusses the results of MCI's analysis (findings) in terms of presence and effectiveness and maturity of security measures. Conclusions and recommendations for improvement from all components of the assessment are contained within this comprehensive report.

The report is organized in the following manner: ¹

- Executive Summary – The Executive Summary provides an overview of the project and an overview of control strengths and weaknesses.
- Project Background and Service – Project Background documents detailed foundational information as well as scoping factors and imposed constraints. The Service section fully discusses how each phase of the project was accomplished in terms of methodology used and tools employed.
- Findings and Recommendations – The Findings and Recommendations section details findings within each phase of the assessment in terms of what MCI identified, what it means, and how can it be remediated.
- Remediation Plan – The Remediation Plan provides priorities that address not only the severity of the vulnerability in terms of business and security risk but also an estimate of the cost to perform the remediation. The Remediation Plan will also include go-forward recommendations for maintaining the infrastructure security, ongoing assessments.
- Appendices will be added as necessary.

3. Executive Summary

MCI will prepare for the Commonwealth Chief Information Security Officer or Manager, Risk Management Division an in-person Executive Briefing that summarizes the results of our assessment and recommendations.

D. Service Initiation

The Service will be initiated with a Kickoff Meeting. Items to be discussed at this meeting include Project Schedule, Roles and Responsibilities, Project Deliverable Document Formats and Project Management Processes.

The MCI Project Manager will develop a comprehensive plan once work on the engagement begins, as initiated by VITA. This plan will be used throughout the project to manage resources and prioritize activities. This plan may consist of, but is not limited to a Project Plan document, which will include an introduction, the purpose, objective, and goals of the project. The plan will include a detailed Service description, including Activities, Tasks and Status reporting formats,

¹The actual format of the report may be modified to improve upon the delivery or utility of the information.

any referenced documentation including Federal and State requirements and a representation and contact list of all Commonwealth and MCI resources that play a role in the project.

E. Project Scope and Fees Schedule

PROFESSIONAL FEES AND SERVICE SCOPE

Staff Resources	Total Resources	\$/hour	Hours	Estimated Cost
MCI Project Manager	1	\$170.50	1040	\$177,320.00
MCI Exec Sponsor/QA	Part time	\$ -	60	\$ No charge
MCI Assessment Team Leads	4	\$121.00	3360	\$406,560.00
			Total	\$583,880.00

Note: The hours delineated above are the maximum number of hours that may be charged for this Service. The Service may be terminated at VITA's sole discretion at any time prior to the maximum number of hours being used.

The 7% volume discount will not apply to these Services.

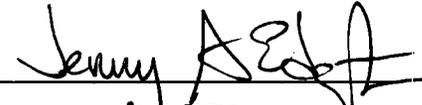
Travel and Expenses. Expenses incurred for travel required for these Services, such as, but not limited to, hotels, meals, and air travel are included in these rates.

MCI will notify their VITA contact of any unanticipated events that may surface, which may impact MCI's ability to perform within the stated fee.

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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 
 NAME: Jerry A. Edgerton, Senior V.P.

TITLE: _____

DATE: 3/14/05

COMMONWEALTH OF VIRGINIA

BY: 
 NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 3/15/05

MODIFICATION # 6
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.

This MODIFICATION # 6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and MCI Worldcom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 6 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this MODIFICATION # 6 is to identify specific conditions for Contractor sponsored promotions.

CONTRACTOR SPONSORED PRODUCT / SERVICE PROMOTIONS

The Contractor is allowed to sponsor Product / Service Promotions during the Contract term or any extensions thereof under the following conditions:

- 1) To initiate a promotion, Contractor shall submit a written request to VITA's Director of Telecommunications and Network Services to seek the Commonwealth's agreement for the promotion to be conducted. Contractor shall not initiate any promotion without first obtaining the Commonwealth's express written agreement.
- 2) The Contractor's request, must at a minimum include a brief but thorough description of the proposed promotion, including the desired commencement and ending dates, the exact products / services covered in the promotion, and all applicable special pricing and / or discounts.
- 3) The Contractor's request and the Commonwealth's response may be submitted via e-mail transmission, UPS, USPS, commercial courier service or by hand and in person.
- 4) All Contractor Sponsored Product / Service Promotions are required to be available to all Authorized Users of the Contract. Both parties agree that promotions shall not be constructed to target any one Authorized User or limited to a few Authorized Users. Should the Contractor request a promotion that the Commonwealth considers to be unreasonably limiting, either through product configuration or quantities of products, the Commonwealth at its discretion, will not provide its written agreement.
- 5) Contractor shall be in breach of the Agreement should a promotion be initiated in the absence of the Commonwealth's written agreement.
- 6) In any instance of conflict between this clause, "Contractor sponsored Product / Service Promotions" and the Agreement, this clause shall take precedence.
- 7) In any event wherein the Contractor proposes prices that are different than Contract prices to any Authorized User, without first obtaining the Commonwealth's mutual

agreement in the format as identified herein, the Contractor may be considered in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law.

- 8) The Commonwealth will inform Authorized Users of promotions by, at a minimum, posting a notice on the Supply Chain Management Directorate web site. At its discretion, the Commonwealth may further assist the Contractor in advertising the promotion.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The effective date of this Modification is the date of final execution (signature) by 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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: Jerry A Edgerton

NAME: Jerry A. Edgerton, Senior V.P.

TITLE: _____

DATE: 1/5/04

COMMONWEALTH OF VIRGINIA

BY: Joc Parr

NAME: Joc A. Parr

TITLE: Senior Sourcing Specialist

DATE: 2/16/05

MODIFICATION # 5
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM 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 MCI WORLDCOM Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification #5 is hereby incorporated into and made an integral part of the Agreement.

The intent of this MODIFICATION #5 is to clarify or modify certain pricing, terms and conditions of the Agreement, as set forth below.

- 1) Mobile Termination Charges on International Traffic shall receive a 15% discount from pricing listed in Appendix B-4, Page B-52.
- 2) As of 12/2003 the Configuration Management MRC of \$500 for Toll Free and \$500 for VNET shall be waived.
- 3) Public Frame Relay Services- Page B-15, Section B.1.6.4. Existing Option 1 Public Frame Relay shall receive the same pricing as Option 2 Public Frame Relay. New Customers will not be offered Option 1 Public Frame Relay service unless agreed to by the Commonwealth of Virginia and MCI.
- 4) Intrastate Data Services- Page B-3, Section B.1.1.1 DDS and B.1.1.2 DSO circuits without access loops shall be priced at \$110 (IOC only).

B.1.1.1 Digital Data Services (Point-to-Point)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA DDS 56/64kbps	\$300.00	\$200.00
Intra-VA DDS 56/64kbps (Interoffice channel only)	\$110.00	\$200.00

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate DDS 56/64kbps	\$383.00	\$0.43	\$200

B.1.1.2 DS-0 Data Services (Point-to-Point)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA DS-0 Services	\$300.00	\$200
Intra-VA DS-0 (Interoffice channel only)	\$110.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate DS-0 Services	\$405	\$0.43	\$500

5) Outbound International Rates - Appendix B-1, Table 1. All countries and islands with the country code 061, Australia, shall receive the following pricing:

SW \$0.095
DAL \$0.075

All countries and islands with the country code 672, Antarctica, shall receive the following pricing:

SW \$1.036
DAL \$1.013

6) Add Toll Free Combined Feature Routing Charge as delineated below. The features include Time-of-Day Routing, Cross Corporate Identification Routing, Day-of-Week, Exchange Routing, Geographic/Point-of-Call Routing, and Percentage Allocation Routing.

Inbound Toll Free Standard Feature B-29, Section B.2.2.6.

Feature Description	Non-Recurring Cost	Change Order
Combined Feature Routing Package	\$50.00	\$25.00

7) Add Perspective Plus for Options 2, 3A, and 3B (Vision, Vnet, and Toll Free) as delineated below.

Description	Recurring Per Month	Non-Recurring Cost
Perspective Plus CD	\$30.00	\$0.00

8) International Toll Free Service Page B-51, Appendix B-3. A \$10.00 Monthly Recurring Charge applies to each International Toll Free Number.

9) ECR Automated Speech Recognition- Page B-30, Section B.2.3.3 change the \$400 MRC without usage to \$80.00 MRC.

Section A.2.3.3, Page 50- Add "Natural Language Speech Recognition" as delineated below. This will allow callers to speak in a more natural way to the application, with the application recognizing and processing full phrases. This feature shall not be charged to existing applications as of July 30, 2004. If an Authorized user chooses to order the feature after July 30, 2004, a contract modification shall be negotiated to add pricing.

Replace table on page B-30 with the following table.

B.2.3.3 Enhanced Call Routing (ECR) Feature Charges

Feature Description	Recurring Per Month	Non-Recurring Cost
Advanced database routing	\$0.00	\$0.00
Busy no answer routing	\$0.00	\$0.00
Database Routing	\$0.00	\$0.00
Menu routing	\$0.00	\$0.00
Automated Speech Recognition	\$80.00	\$0.00
Caller give back/take back	\$0.00	\$0.00
Custom Call Records (CCR)		
CCR Tape - Daily reports	\$600.00	\$0.00
CCR Tape - Weekly reports	\$240.00	\$0.00
CCR Tape - Monthly reports	\$120.00	\$0.00
ECR Application	\$80.00	\$0.00
Host Connect Gateway	\$80.00	\$0.00
Message Announcement	\$0.00	\$0.00
Remote Audio Message update	\$80.00	\$0.00
Take back and Transfer) (Release link call transfer)	\$0.00	\$0.00
Text to speech	\$400.00	\$0.00

Note: A minimum \$0.01 per call is charged, if no features are selected

Description	One Time Charge	Non-Recurring Cost
Remote Audio Message update One Time per update	\$100.00	N/A
Expedited install/change	\$ 350.00	N/A

10) Option 2 (Vision) Basic Feature Package will be waived. Page B-25 B.2.1.2. does not specify Vnet or Vision)

11) Translation Services Page B-31, Section B.2.4.2, sub-section "a". The rate of \$50 listed as a "Monthly Recurring Charge" is a minimum usage charge, per account, per month. A usage fee applies if the usage exceeds this \$50 during the invoice period. Such usage rates are listed in B.2.4.2 of the Agreement.

12) Add Customer Premise Equipment (CPE) Page B-28, Section B.2.2.3 as delineated below:

DSU01- \$55.00

MUX08- \$200.00

13) Audio Conferencing Port Charges- Section B.2.10.1, Page B-35. Port charges are assessed when customers reserve more than 20 ports for an "anytime" audio conference account.

Section A.2.10, Page A-58 is amended to include Audio Conference Ports as delineated below. The term "ports" indicates the number of available spaces for callers to participate in a conference bridge.

<u>Number of Ports</u>	<u>Monthly Recurring Charge</u>
1-20	\$0.00
21-30	\$39.95
31-40	\$49.95
41-50	\$59.95
51-60	\$69.95
61-70	\$79.95
71-80	\$89.95
81-90	\$99.95
91-100	\$109.95

14) The following equipment model numbers are added to the VPN section (B.1.10.2) of the contract.

Model Number/Description	5 days/8 hours	7 days/24 hours	Installation
Contivity 200	\$12.00	\$15.00	\$200.00
Contivity 600/1X00*	\$28.00	\$47.00	\$200.00
Contivity 5X00	\$873.00	\$1139.00	\$500.00

* Combined from original contract table

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The effective date of this Modification is the second full month following the final execution (signature) by both parties.

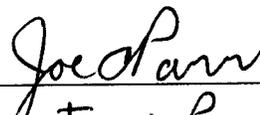
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 
NAME: Jerry A. Edgerton, Senior V.P.
TITLE: _____
DATE: 10/21/04

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Joe A. Parr
TITLE: Senior Sourcing Spec.
DATE: 10/21/04

**MODIFICATION # 4
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM 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 MCI WorldCom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 4 is hereby incorporated into and made an integral part of the Agreement, as modified.

The purpose of this Modification # 4 is to revise the calculation of CAC charges and to reduce the Network Management Fee and add / delete MCI Staff.

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications":

1. Carrier Access Charges (CAC):

Both of the above-referenced parties agree to the following:

Reference: Attachment B "Rates and Charges", Section B.0.5:

Delete this Section in its entirety.

Reference: Attachment D "Billing and Chargeback", Section D.6:

Delete the Section in its entirety and replace with the following:

- Each month, VITA will scan the VITA TEAMS database to determine what VITA showed active for each of the following line types:
 - Multi-Business Lines
 - ISDN BRI
 - ISDN PRI
 - CentrexEvery 6 months, an average volume will be determined for each line type.
- The average volume by line types will be multiplied by MCI's current rates for Carrier Access Charge ("CAC") as published in MCI's Service Publication and Price Guide ("Guide") to determine the monthly CAC. The Guide is available on MCI's Internet website (www.mci.com) ("Website") and at MCI's headquarters located at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 during regular business hours. While direct URL links are subject to change, the direct URL link for the Guide provision

related to CAC charges is currently

http://global.mci.com/publications/service_guide/products/docs/m_cac.doc

- If MCI's published CAC rates change, MCI will notify VITA's Assistant Controller and Contracts Manager in writing of the new rates, and the new rate(s) will be applied to the current 6 month's average volume.
- As of this modification, MCI's current published CAC rates are:
 - Multi-Business Lines = \$2.05 per line
 - ISDN BRI = \$2.05 per line
 - ISDN PRI = \$0.41 per channel
 - Centrex = \$0.20 per line
- DSP customers will be billed for the CAC using a process to be agreed upon by each DSP customer and MCI.

This revised method of calculating CAC rates will become effective with invoices dated June 1, 2004 or later.

2. Network Management Services:

Both of the above referenced parties further agree to the following:

Reference: Attachment B "Rates and Charges", Section B.3.1:

Network Management NOC Support (includes Hot Site Access PVCs) is reduced from \$65,000 per month to \$50,000 per month. The effective date for the revised Network Management NOC Support monthly rate is July 1, 2004.

Reference: Attachment E "Network Management Services", Section E.1:

Delete the first three sentences of the first paragraph in the Section and replace same with the following:

"MCI will operate the VNOC, located at MCI's Richmond Operations Center. MCI will staff the VNOC with personnel specifically assigned to support the Commonwealth. The Center will operate from 7:30 a.m. to 6:30 p.m., Monday through Friday, except for official Commonwealth holidays."

Reference: Attachment F "Key Personnel", Section F.2, entitled "Account Management Organization":

Delete the following two sentences from the Section:

"The MCI team also staffs a Network Operations Center at VITA. This site is managed by the MCI Network Operations team and is available for trouble resolution and network questions in general."

Reference: Attachment F "Key Personnel", Table F.2.3 "COVANET Positions and Job Descriptions":

Delete Nicholas Milford and Open Positions under "Technical Support Services" and add James Knight and James LeMond to same.

Reference: Attachment F "Key Personnel", Table F.2.4 "Names and Titles of Staff":

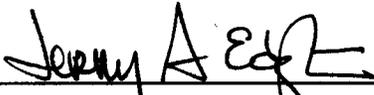
Delete Jennifer Derr under "COVANET Project Management".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI 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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 
NAME: Jerry A. Edger, Senior V.P.

TITLE: _____

DATE: 7/1/09

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/6/09

**MODIFICATION # 3
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM 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 MCI WorldCom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 3 is hereby incorporated into and made an integral part of the Agreement, as modified.

The purpose of this Modification # 3 is to add Enhanced Web Center Services to the Agreement.

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications":

Both of the above-referenced parties agree to add Enhanced Web Center Services to the Agreement as delineated herein:

Section A.12.3.A

Enhanced Web Center Service

The Enhanced Web Center Service (EWCS) combines the feature functionality of the contractual Web Center Service (A.12.3 Web Center) with additional scheduling and telephony services in a hosted premise based solution.

Enhanced Web Center has the capabilities to offer services for up to 70 call center agents using full Web Center capabilities and a scheduling module for supervisors to allow for Work Force Management and planning purposes.

Additionally, the service offers basic integrated telephony services (for up to 200 users) in a telephony server based, hosted premise solution. The service will integrate with existing premise based distribution systems and will provide for office/premise based telephony devices to be included as part of the service.

The overall system will be engineered to service 100 simultaneous users.

The additional features and functionality of Enhanced Web Center are as follows:

a. **Work Force Management and Scheduling Tools: (WFMST)**

This module integrates into the basic Web Center functionality and provides for forecasting, scheduling and staffing planning purposes.

The forecasting component processes contact center data such as volumes, average handling time per call and uses this data to predict and forecast the number required resources to be deployed at a given time period in order to satisfy desired levels of service performance.

The scheduling component of WFMST enables the call center staff to create detailed schedules that take into consideration the number of resources and its skill set to satisfy given levels of customer call volumes.

The staffing component of WFMST allows contact center managers and supervisors to track actual staffing performance levels and make changes to levels within 15 or 30 minute intervals as desired.

b. Web Center PBX Telephony Services

The WCPTS services component is utilized for premise based employees engaged in traditional office voice communication services (such as inbound, outbound calls, voicemail, hold, conferencing, transfer functions).

This service utilizes a premise based deployment of hardware and software (which MCI maintains ownership of) using software based cards deployed on the premise to integrate the application and the telephony network (i.e. local and long distance voice facilities and services are not a part of the Enhanced Web center offering, such as local PRI and T-1 access facilities.)

Additionally, a web based interface is included to allow for system administration and setup functions, such as: employee profiles, assign employee extension numbers, creating a company directory of employees and to generate telephony reports.

Incremental call center agents and telephony users can be added on an incremental basis as outlined in Section B.12.3.A of the agreement.

MCI will install, train, and maintain the installed service for the customer with a combination of remote based support and service and, if necessary, with local premise based employees deployed by MCI and the COVANET team.

The charges for these services are outlined in Section B.12.3.A of the agreement.

Section B.12.3.A

I. Enhanced Web Center Service

A. Monthly Fees:

\$23,500 Monthly charge (For 70 Call Center Agents and 2 Supervisors for Web Center)

\$22,200 Monthly charge (For 200 Telephony Users (non Web Center users) and Work Force Management Module)

Maximum of 100 simultaneous user interactions

B. Incremental User Fees:

1. \$325 per Call Center/Web Center Agent
2. \$375 per Call Center/Web Center Supervisor
3. \$25 per Standard Telephony Based User

C. Features/Services Inclusions:

Includes service installation, training, software, premise based hardware (servers) and ongoing service and maintenance.

Handset telephony devices (non IP/SIP) with basic display and feature capabilities.

II. Work Force Management and Scheduling Module

Installation Fees:

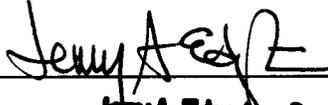
System Integration/Installation charges of \$1,897 per 8 hour day for non-standard integration services as specified by the customer during installation and implementation planning process.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI 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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 

NAME: **Jerry A. Edgeron, Senior V.P.**

TITLE: _____

DATE: 7/8/04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/12/04

**MODIFICATION # 2
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM 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 MCI WorldCom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification # 2 is to add Netconferencing Services to the Agreement.

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications":

NETCONFERENCE SERVICE:

With Net Conferencing, Authorized Users can view documents whether they are across the office or across the world. Many participants can discuss documents using presentations, whiteboard annotations, drawings, or true application sharing for real-time editing via the Internet. Net Conferencing users simply need an average desktop, standard Internet browser packages, and a telephone.

1. Reserved Net Conference

With Reserved Net Conference, the leader can give a presentation as if he were in the same room with an audience. Although its main purpose is to broadcast information from a small group of leaders to a larger audience, Reserved Net Conference includes interactive tools, such as Net Polling, Net Chat, Web Action, Share View, Share Application, and Net Q&A, to keep a large group involved in any presentation and allow the leader to collect feedback. Up to 1,000 participants can view your material with Reserved Net Conference, and leaders can pass control of documents to participants on the call.

2. Instant Net Conference

Instant Net Conference is ideal for small groups trying to create or edit documents from their desktops or discuss a presentation. Also featuring true application sharing, Instant Net Conference is excellent for project teams and technical groups. Control of documents and presentation is easily passed from participant to participant. Instant Net Conference allows all participants to print or save the documents being created. For any meetings with over 100

participants it is recommended that this product be utilized in conjunction with MCI's audio conferencing service as outlined in Section B.2.10.1 of the contract.

3. Pricing Components

Net Conferencing Service:

Per User per Minute for both Instant and Reserved Conference:

- A. \$0.24 for Net Conferencing (standard)
- B. \$0.32 for Net Conferencing with Secure Socket Layer Service

Ancillary Services:

Net Replay, set-up							US\$250
Net Replay, each 30 days							US\$250
File Download (FTP), onetime fee							US\$500
Cancellation fee, per scheduled participant							US\$5 per participant

4. Reserved Net Conference System Requirements

A. Browser

- 1) Netscape Navigator 4.06 and above
- 2) Microsoft Internet Explorer 4.0 and above

B. Computer

- 1) 166 Mhz Pentium-based PC with Windows 95, 98, NT, or 2000
- 2) Sun SPARCstation with Solaris 2.5.1 or 2.6
- 3) Participants: 64 MB RAM
- 4) Presenter: 128 MB RAM

C. Internet Connection Speed

28.8K or faster (56K or faster recommended)

D. Display

1024x768 pixels recommended

E. Viewing Net Replay

- 1) Windows Media Player
- 2) 56K or faster

5. Instant Net Conference System Requirements

Below are the requirements for Microsoft Windows users.

A. Browser

- 1) Netscape Navigator 4.x
- 2) Microsoft Internet Explorer 4.x and 5.x

B. Computer

- 1) 166 Mhz Pentium-based PC with Windows 95, 98, NT, or 2000
- 2) 96 MB RAM

C. Internet Connection Speed

56K or faster

D. Display

- 1) 800 x 600 pixels recommended
- 2) JavaScript and cookies must be enabled

Below are the requirements for Mac OS users:

For fully interactive meetings on Mac OS:

- A. Mac OS 8.5 or later
- B. PowerPC Macintosh (G3 or better recommended)
- C. 64MB RAM
- D. Netscape Communicator 4.5 through 4.7, or Internet Explorer 5
- E. JavaScript and cookies enabled for the browser
- F. 56K or better Internet connection

For attendees using Java on Mac OS:

- A. PowerPC (G3 preferred)
- B. Microsoft Internet Explorer 4.x (Netscape doesn't yet support Java 1.1)
- C. MRJ (Macintosh Runtime for Java) 2.1.4

Below are the requirements for Solaris users.

For fully interactive meetings on Solaris:

- A. Solaris 2.7 or Solaris 8
- B. UltraSPARC or SPARC processor
- C. 128MB RAM
- D. Netscape 4.5x, 4.6x, or 4.7x
- E. Cookies and Java enabled for the browser
- F. 16-bit or better video display
- G. CDE or OpenWindows
- H. 56K or better Internet connection
- I. For attendees using Java on Solaris (and Linux):
- J. Netscape Communicator 4.6

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI 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.

MCI WORLDCOM COMMUNICATIONS,
INC.

BY: Jerry A Edgerton
NAME: _____

TITLE: Jerry A. Edgerton, Senior V.P.

DATE: 5/17/04

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr
NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 5/26/04

**MODIFICATION # 1
TO
CONTRACT NUMBER VA-031104-MCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM 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 MCI WorldCom Communications, Inc., hereinafter referred to as "Contractor" or "MCI", relating to Contract VA-031104-MCI, hereinafter referred to as the "Contract" or "Agreement". This Modification # 1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification # 1 is to reduce pricing for ImagePort – Fax Broadcast and MCI Web Center and to add ImagePort Email services and pricing to the Agreement. In addition, by this Modification #1, a provision for Contractor Product/Services Promotions will be added to the Agreement.

Reference: Page 9 of 22, Paragraph 24, entitled "Modifications":

Both of the above referenced parties hereby agree to delete Table B.2.8 ImagePort – Fax Service on page B-34 of the Agreement and replace it with the following:

ImagePort – Fax Broadcast

Domestic Peak	\$0.09	\$0
Domestic Off Peak	\$0.09	\$0
International Peak & Off-Peak	See Appendix B-1 Table 1 for International Rates	

Both of the above referenced parties further agree to delete Table B.2.13 MCI Web Center on page B-36 of the Agreement and replace it with the following:

B.2.13 MCI Web Center

Supervisor Fee	\$370 per individual supervisor	
Full Time Agent	\$325 per full-time individual (named) agent	
Part Time Agent	ICB	

Both of the above referenced parties further agree to addition of ImagePort Email service to Section A.2.8 on page A-54, entitled "ImagePort Fax Service" as delineated below:

ImagePort Email is designed to send documents in almost 60 formats, such as .doc, .pdf, .tif, or .html directly from an existing email client or PDA (personal digital assistant) to any fax machine worldwide. Once the final delivery attempt is made ImagePort will return a delivery acknowledgement to the sender's email or fax address.

Both of the above referenced parties further agree to addition of ImagePort Email service pricing to Table B.2.8 on page B-34, entitled "ImagePort Fax Service":

Description	Per Email	Non-Recurring Cost
ImagePort – Email Broadcast - Peak	\$0.05	\$0
ImagePort – Email Broadcast – Off Peak	\$0.05	\$0

Both of the above referenced parties further agree to addition of the following provision to the Agreement:

CONTRACTOR PRODUCT/SERVICES PROMOTIONS

Contractor, at his/her discretion, is allowed to sponsor product/services promotions during the Contract term or any extensions thereof under the following conditions:

- 1) Contractor is required to provide in writing to VITA, at least 5 days prior to the Contractor Product/Services Promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
- 2) Contractor is required to identify in writing, the exact products/services covered in the Contractor Product/Services Promotion, and
- 3) Contractor is required to identify in writing, the pricing during the Contractor Product/Services Promotion or the percentage discount, and
- 4) All Contractor Product/Services Promotions are required to be available to all Authorized Users of the Contract, should the Contractor request a promotion that would be limiting, either through product configuration or quantities of products/services, the Commonwealth at its discretion, will not provide a written agreement. Both parties agree that Contractor Product/Services Promotions shall not target any one Authorized User, or a few Authorized Users, and
- 5) All Contractor sponsored Product/Services Promotions shall be mutually agreed to in writing, and Contractor shall be in breach of the Agreement in the absence of a writing from both parties; the writing may be e-mail or correspondence via USPS or other, and
- 6) In any instance of conflict between this clause, "Contractor Product/Services Promotions and the Agreement, this clause shall take precedence.
- 7) In any event wherein the Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as

identified herein, the Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law.

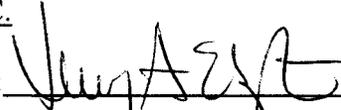
- 8) The Commonwealth, at its discretion, may assist in advertising the Contractor product/services promotion. This assistance will consist of advertising space on its (Commonwealth's) various web sites, or other assistance at its (Commonwealth's) discretion

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-031104-MCI 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.

MCI WORLDCOM COMMUNICATIONS, INC.

BY: 

NAME: **Jerry A. Edgerton, Senior V.P.**

TITLE: _____

DATE: 3/22/04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 3/24/04

**CONTRACT VA-031104-MCI
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

1. SCOPE OF AGREEMENT

This is an Agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") acting through the Virginia Information Technologies Agency ("VITA") and MCI WORLDCOM Communications, Inc., (the "Contractor") or ("MCI"), a Delaware corporation having its principal place of business at 22001 Loudoun County Parkway, Ashburn, VA 20147 for the purchase of telecommunications network and related services (the "Services") pursuant to the Commonwealth's Request For Proposal #2002-033, dated November 25, 2002 (the "RFP") and the Contractor's response thereto, dated April 7, 2003.

2. INTERPRETATION OF AGREEMENT

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

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) the negotiated Contract consisting of Terms and Conditions labeled 1 through 66 and Attachments A through M; (2) the Contractor's proposal submitted in response to the Commonwealth's RFP #2002-033; (3)) the Commonwealth's RFP #2002-033 and (4) all TSOs, modifications, and Attachments executed in the future referencing this Agreement. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

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

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

3. ENTIRE AGREEMENT

This Contract, comprised of the documents as delineated above constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for Services acquired under this Contract unless signed by the Contracts Manager, VITA, or his alternate as designated by the Director, VITA.

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8. TAXES

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

9. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

10. QUALIFICATIONS OF OFFERORS

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

11. ANNOUNCEMENT OF AWARD

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

12. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

13. ANTITRUST

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

14. PAYMENT

A. To Prime Contractor:

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

the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

15. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representative of both the Contractor and the assignee. This written notice shall be on the Virginia Information Technologies Agency's "Assignment Notice / Payment Instructions" form and shall provide all information requested on that form. Copies of the form may be obtained from the VITA Contracts Manager.

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

16. DEFAULT

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

17. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

18. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited

from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

19. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing, as identified in number paragraph 35 entitled “Testing and Inspection” herein, by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to identify in writing, a cure for such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors as defined in numbered paragraph 53 entitled “Force Majeure”, herein.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

20. NON-APPROPRIATION

All payment obligations under this Contract are contingent upon legislatively appropriated funds being available for the purpose of this Agreement. In the event funds are not available or cease to become available, the Commonwealth will terminate this Contract for the goods or services for which funds are not available.

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

21. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

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

22. PRIME CONTRACTOR RESPONSIBILITY

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

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

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

23. PATENT/COPYRIGHT PROTECTION

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

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-507 and 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

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

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

If the use of such Equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Equipment or software, the Contractor agrees to take back the infringing Equipment, software, materials or information and refund the pro-rated total un-used amount the Commonwealth has paid Contractor under this Agreement.

24. MODIFICATIONS

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties.

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the VITA Contracts Manager, or his duly designated alternate. Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

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

CONTRACTOR

Jerry Edgerton
Senior Vice President
MCI
1945 Old Gallows Road
Vienna, VA 22182

COMMONWEALTH OF VIRGINIA

Contracts Manager
Virginia Information Technologies Agency
Richmond Plaza Bldg.,Lobby Level
110 South 7th Street
Richmond, VA 23219

25. CONTRACTUAL DISPUTES

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

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

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

26. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with

such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

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

27. FINAL ACTUAL INVOLVEMENT REPORT

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

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

28. COMPLIANCE WITH FEDERAL LOBBYING ACT

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 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 Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

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

C. A representative of Contractor shall sign the certification attached as Attachment "M" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

29. UNIVERSAL SERVICE FUND

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly, or identify to the Commonwealth a plan that is in concert with the administrator of the Universal Service Fund or any other higher authority. The Contractor 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 said Contract for USF participation shall be the sole responsibility of the Contractor in the absence of any mutual agreement reduced to a writing and executed by the authorized parties identified in this Agreement. Should this program allow the Contractor to bill VITA, then at the Contractor's discretion, the Contractor may invoice VITA as any other service provisioned under this Agreement.

If applicable, the Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

30. INVENTIONS AND COPYRIGHTS

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

31. ADVERTISING/PUBLICITY

The Parties to this Agreement shall issue no public announcements, press releases, promotional materials or other forms of advertising concerning this Agreement without the prior written consent of the other party.

32. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this contract for loss or damages to government property caused by the use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed the greater of fifty million dollars (\$50,000,000.00) or two times the total amount paid to the Contractor under this contract as of the date of the event or circumstance giving rise to contractor's liability. The Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation per liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c)

circumstances where the contract expressly provides a right to damages, indemnification or reimbursement

33. ORDERING OFFICERS

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

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

Ordering Officers are Phillip B. Johnson, Donald E. Spangler, Margaret A. Moran, and James L. Maverdes, Jr.

34. TELECOMMUNICATIONS SERVICES ORDER (TSO)

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

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information in the times frames specified herein and in concert with the vendor's response to the RFP 2002-033 or any other criteria negotiated and mutually agreed to:

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

35. TESTING AND INSPECTION

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

The Contractor shall provide the Services identified in each TSO in accordance with the technical specifications set forth herein and with all applicable standards of performance established by the RFP 2002-033, the Virginia State Corporation Commission, and the Federal Communications Commission. The Contractor's Services shall meet and maintain the quality (grade of services) for each type of Service as specified herein.

Contractor's Services shall be available 24 hours per day 7 days per week. Circuit availability shall be based upon the criteria for acceptance set forth in the appropriate Attachment hereto.

When Services ordered under any TSO have been certified by the Contractor as ready for testing, the acceptance test period shall begin. Contractor shall have maximum of ninety (90) days to meet the specified performance successfully for thirty (30) consecutive days. Upon completion of the acceptance period (or sooner if acceptable to VITA), the Commonwealth shall issue a written notification to the Contractor which confirms that all Services meet the levels required above and acceptance shall be deemed to have occurred.

36. INSTALLATION OF SERVICE RESPONSIBILITY

Except for specific limitations expressly stated in this Agreement, The Contractor shall be responsible for completing and providing all components, terminals, wiring, labeling and all other items necessary for installation and commencement of each ordered Service, including, without limitation, installation of any necessary access lines and switching.

37. INSTALLATION DATES

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

38. SYSTEMS PERFORMANCE STANDARD (Individual TSOs)

Following acceptance of the initial Services, the Contractor shall continue to provide the same level of Services via individual TSOs and shall maintain such Services at the same availability and quality levels for the term of this Agreement. The procedures utilized for acceptance shall be used during the entire term of this Agreement by the Commonwealth for monitoring performance levels.

39. REMEDIES FOR SUBSTANDARD PERFORMANCE LEVELS

In addition to any other remedies provided by law and or Contract, the Contractor agrees to provide the Commonwealth with the credits for substandard performance or other outages which may occur during

the term of this Agreement. The Contractor agrees that the Commonwealth may deduct such credits from Contractor's monthly invoice(s) submitted to the Commonwealth.

40. ACCEPTANCE AND PAYMENT

Payment for Services under this Agreement shall be made pursuant to the Section entitled "PAYMENT" herein, and the Prompt Payment section of the Code of Virginia, and at the timely conclusion of VITA's completion of all validation tests to accept the billing and invoice information. VITA shall notify the Contractor in writing only when the billing and or invoice information submitted by the Contractor is rejected; the reasons therefore shall be listed by VITA. If rejection is not made within 30 days of receipt of the information by VITA, then the billing and or invoice information shall be deemed accepted.

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

VITA shall pay only against readable records that can be identified and validated on the tapes for billing back to the using agency at the facilities level. Bulk billing for facilities will only be permitted with the advance approval of the Controller, VITA. In circumstances when billing information is incomplete or missing, Contractor and VITA shall coordinate their efforts to identify the source of the problem, the proposed solution, and the expected time frame for the implementation of the solution. Notwithstanding the above requirements, Contractor agrees to maintain the master records from which magnetic tapes are generated for a period of no less than 90 days subsequent to the bill date.

Notwithstanding the above, the Commonwealth reserves the right in accordance with the paragraph Entitled "Billing Data", to make corrections to the Contractor's invoices which have been paid but are later found to contain errors.

41. TERMINATION

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

- a. When the Director of the Department of Planning and Budget (DPB) makes a written determination that funds are not appropriated or otherwise available to support continuation of the Agreement. A determination by the Director, DPB that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Termination to the extent required by such written determination shall be immediate.
- b. When a court of competent jurisdiction finds that the Contractor is in violation of any law, ordinance, administrative rule, regulation, or order of any public authority having jurisdiction. This exercise of termination shall be without prejudice to any other right and cause

of action the Commonwealth may have against the Contractor. Termination shall be immediate upon delivery of notice of termination.

c. When the Commonwealth determines that such termination is in its best interest. This termination shall be effectuated by delivery of a termination notice to Contractor at least ninety (90) calendar days prior to the termination effective date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The Contractor shall be compensated for Services provided up to the date of termination, and in no case shall Commonwealth or VITA be responsible for any termination, penalty, liquidated damages or any other charges.

d. When the Commonwealth determines the Contractor is in default by failing to perform a material term or condition of the Agreement and Contractor fails to identify in writing, a cure for such noncompliance within ten days (or such greater periods as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance.

e. The rights and remedies of the Commonwealth provided under this paragraph are not exclusive and are in addition to any other rights and remedies provided under law, in equity or under this Agreement.

42. INVOICE INFORMATION

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

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

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

All invoices shall be sent to the following address:

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

43. BILLING INFORMATION

Contractor shall accumulate billing information for each month for each major category of Service identified in RFP 2002-033 Section 4.5.2.2.

Contractor shall accumulate and provide “billing information” in both hard copy and magnetic tape formats in the time frames identified herein. Billing errors and omissions must be identified and corrected by the Contractor within 90 days, or written notification to VITA identifying the Services not billed and the extent thereof.

44. DATA FORMATS

Data formats utilized to transfer any management, billing and invoice information to VITA shall not be changed by the Contractor unless mutually agreed to 120 days in advance by VITA and Contractor.

45. FRAUDULENT AND UNAUTHORIZED USE

The Contractor shall prevent unauthorized use of the Services and may be liable for all costs incurred from unauthorized or fraudulent use. The Contractor will advise the Commonwealth of methods of minimizing unauthorized use resulting from the operation of the Commonwealth’s System, Equipment, or facilities. The Contractor will monitor call attempts, including but not limited to, using access lines, calling cards and authorization codes, notify the Commonwealth of call attempts exceeding agreed upon parameters, and deactivated long distance access within fifteen minutes of a request by the Commonwealth. The Contractor will be expected to automatically and immediately activate fraud containment measures when agreed upon parameters are exceeded and notification of the Commonwealth is delayed or not possible.

46. GOVERNMENT ORGANIZATIONAL CHANGES / NOVATION

Upon written notification to Contractor, VITA or any successor Agency or Organization may assign this Contract with all obligations and duties thereunder to any public or private entity. In the event of such assignment, VITA or its successor, as the case may be, shall no longer be a party to, or have any further right or obligation under this Contract.

47. ACCESS SERVICE

The Commonwealth, at any time during the Initial Term or any extension thereof, at its option, may determine that it is in the best interest of the Commonwealth to be responsible for obtaining access Service from the local provider(s) or other means as necessary. The Commonwealth may propose to modify the Contract for any changes to Access Services that it deems to be in the best interest of the Commonwealth, at any time. The Commonwealth shall designate the routing patterns and methods to be used for access to the Commonwealth-designated carrier.

48. CONTRACT OPTION TO INCREASE OR DECREASE SERVICES

VITA may, at any time increase or decrease the quantity of Services to be provided hereunder, with corresponding increase or decrease in the total monthly bill. The VITA Ordering Officer(s) identified in this Agreement may exercise this option from time to time and at any time during the term of this Agreement by executing and delivering written TSOs, subject to the constraints imposed in the paragraph entitled "Ordering Officers". Notwithstanding anything to the contrary in this Agreement, no charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any Service procured hereunder.

49. OPERATIONAL RESTRICTIONS

The Contractor warrants that, except as specifically agreed to in writing, all Services may be used at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance, and approved engineering changes). Without limiting the foregoing, the Contractor warrants that there are no restrictions as to consecutive hours or length of personnel shifts.

50. PERFORMANCE BOND

By signing this Contract, the Contractor agrees to furnish VITA with a performance bond in the amount of \$1,000,000.00 (One Million Dollars). The performance bond shall be delivered at the time the Contract has been signed by the Contractor and presented to the Commonwealth for signature approvals and a power of attorney satisfactory to the Commonwealth shall have been filed in the office of the Clerk of the Richmond Circuit Court. The performance bond must be in the form of a cashier's check, a certified check, or surety bond using the Commonwealth's standard form for Performance Bond (Form DGS-41-053). If a surety bond is used, the Surety Company must be approved by the Virginia State Corporation to transact business in the Commonwealth. The performance bond shall be made payable to the Commonwealth of Virginia, Virginia Information Technologies Agency, and shall be effective throughout the entire term of the Contract and any renewal thereof, if an option to renew is exercised.

The Contractor's performance bond may be forfeited to VITA, in whole or in part, in accordance with the terms of this Contract or as otherwise legally permitted.

Any change in work, extension of time, or termination of this Contract shall in no way release the Contractor or its surety from any of their obligations. The performance bond shall contain a waiver of notice of any change in work, extension of time, or termination to the Contract.

Notwithstanding any other provision relating to the beginning of the term, the Contract will not become effective until the required performance bond is delivered to and approved by:

Virginia Information Technologies Agency
Attn: Contracts Manager
110 South 7th Street, East Lobby
Richmond, VA 23219

51. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

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

52. CONFIDENTIALITY OF INFORMATION

CONTRACTOR AGREES TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO ALL ASPECTS OF ANY CONFIDENTIAL INFORMATION, PROPRIETARY DATA AND/OR TRADE SECRETS AND ANY PARTS THEREOF, WHETHER SUCH CONTENTS ARE THE COMMONWEALTH'S OR ANY USERS' OR OTHER MANUFACTURER, CONTRACTOR OR DISTRIBUTOR WHEREBY CONTRACTOR OR ANY CONTRACTOR'S PERSONNEL MAY GAIN ACCESS WHILE ENGAGED BY THE COMMONWEALTH OR WHILE ON COMMONWEALTH'S OR USER PREMISES. REVEALING, COPYING OR USING IN ANY MANNER WHATSOEVER ANY SUCH CONTENTS WHICH HAVE NOT BEEN AUTHORIZED BY THE COMMONWEALTH OR USER ARE STRICTLY PROHIBITED. THE RESTRICTIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON THE CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS OR ANY PARTY CLAIMING AN INTEREST IN THIS AGREEMENT ON BEHALF OF OR UNDER THE RIGHTS OF CONTRACTOR FOLLOWING ANY TERMINATION. CONTRACTOR SHALL ADVISE ALL CONTRACTOR'S AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS WHICH ARE ENGAGED BY THE COMMONWEALTH OF THE RESTRICTIONS, PRESENT AND CONTINUING, SET FORTH HEREIN. CONTRACTOR SHALL DEFEND AND INCUR ALL COSTS, IF ANY, FOR ACTIONS WHICH ARISE AS A RESULT OF NON-COMPLIANCE BY CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS REGARDING THE RESTRICTIONS HEREIN.

53. FORCE MAJURE

Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is directly caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by an Governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, or court injunction or order Agreement, or any Order issued pursuant hereto; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Contractor, the Commonwealth, at its option, may purchase goods and Services from other sources and reduce its schedules to Contractor by such quantities, without any

liability to Contractor, or have Contractor provide the goods from other sources in quantities and at times requested by the Commonwealth and at the price set forth in this Agreement. If requested by the Commonwealth, Contractor shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Contractor does not provide adequate assurance that the delay will cease within thirty (30) days, the Commonwealth may immediately cancel the Agreement, or any portion thereof, without any further liability to Contractor.

54. TECHNOLOGY IMPROVEMENTS

The Commonwealth acknowledges the Contractor's right to enhance, but not to degrade, the attributes of any Service provided at any time under this Agreement. The Contractor will provide VITA with written notification of any known hardware, firmware, and software changes, as well as any changes to procedures to be followed by the Commonwealth, at least 60 days in advance of the Contractor's scheduled implementation of such changes, if such changes are of a type that may affect the features, functionality or method of operation or delivery of any Service offered under this Agreement. Upon VITA's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes. There shall be no charge for the implementations of such changes, nor shall the cost of the Service be affected thereby.

It is the intent of the Commonwealth that this Agreement migrate with the technology as it evolves during the Contract Term. Upon both parties mutual agreement, new technologies will be added to this Agreement during the Contract Term. Any mutual agreement shall be reduced to a writing as delineated in the Modifications Clause, herein.

55. TYPE OF CONTRACT

The rates and charges for Telecommunications Services, and any related Services delivered in connection with this Agreement shall be provided on a firm fixed price basis over the term of this Contract. This is a requirements type Contract and the Commonwealth has offered no guarantees of the quantities of Services purchased hereunder.

56. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of four (4) years (initial Term). At the sole option of the Commonwealth, the Agreement may be extended for six (6) additional one-year periods. The Commonwealth may exercise this right by notifying the Contractor a minimum of thirty (30) days before the then current expiration date of this Agreement.

57. SERVICES PHASE-OUT PERIOD

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after

the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis, not to exceed twenty-four (24) months, at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

58. MOST FAVORED CUSTOMER AND PRICE PROTECTION

Contractor agrees and warrants that for all Services priced pursuant to this Contract, the prices are, and will continue to be at or below Contractor's (or any agent thereof) lowest price offered to any Virginia county, city or local government, school district, special service district, any educational institution or any subdivision /agency thereof.

For any occurrence whereby the Contractor (or any agent thereof) is found to be charging any entity listed above, less than as is identified on this Agreement, the Contractor shall immediately lower the prices in this Agreement to a level equal or below that charged on another agreement.

59. ON-LINE ACCESS

The Contractor shall provide the Commonwealth with the ability to enter and track on-line orders for network Services, trouble reports, and the status and inventory of Services

60. VITA APPROVAL AND CONTRACTING AUTHORITY

The Contractor recognizes that VITA, by statute, reviews and approves purchases of telecommunications services for agencies and institutions of the Commonwealth. The Contractor agrees that the Contractor will not provide such services to Authorized Users under the provisions of this Agreement, unless VITA has given its advance, written approval of such procurement, either individually or by category of service or recipient. By law, any payment for materials or services ordered by public officials who lack actual authority to make such purchases may be recovered at any later date by the Commonwealth or by the affected Authorized User.

61. OTHER RATES

This Agreement in no way prevents the Commonwealth from acquiring services as permitted under State Corporation Commission and Federal Communications Commission Regulations as they apply to the Commonwealth or under separate Agreements with other vendors.

62. DISASTER RECOVERY SERVICE

It is the understanding of the parties that additional services, not specified in this Agreement, shall be made available to the Commonwealth for disaster recovery purposes on terms and conditions to be mutually agreed to by both parties and reduced to a modification to this Agreement.

63 CONTRACT DOCUMENTS

Nothing contained in this Contract is considered Proprietary or Confidential or containing trade secrets as determined by the Contractor. All Contractor provided information, in response to any Commonwealth's request in the performance of this Contract, shall not contain any proprietary or Confidential information. The Contractor hereby irrevocably withdraws any claim that any future document provided to the Commonwealth in response to actions under this Contract, should be treated as proprietary, confidential or contain trade secret information.

All Contractor documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Contractor agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

64. WARRANTY OF SERVICES

The Contractor warrants that the voice services provided under this Agreement will be at a minimum of P.01 Busy Hour grade of service and will be provided and performed in accordance with all applicable standards of performance established by this RFP #2002-033, the Virginia State Corporation Commission, and the Federal Communications Commission. Any failure to comply with such standards which interferes with the Commonwealth's ability to communicate via the Services provided by the Contractor will be regarded as a material breach entitling the Commonwealth to terminate this Agreement, after notice by the Commonwealth and a reasonable opportunity to cure by the Contractor,

without termination charges or other liability except for Services already provided. The Commonwealth reserves the right to negotiate for such Services with any other vendor of its choice.

65. CONTENT DISCLAIMER

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

66. NOTICES

All Notices issued under this Agreement shall be in writing and be sent certified mail, receipt requested, to the individuals identified below for the Commonwealth and Contractor. Notices may be sent via e-mail or hand delivered, however originals shall be certified mailed as above.

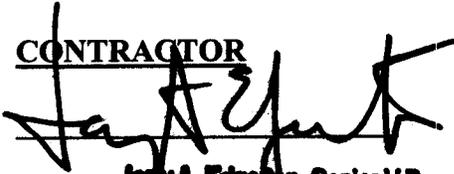
COMMONWEALTH OF VIRGINIA
Contracts Manager
Virginia Information Technologies Agency
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

MCI
Mr. Kenneth P. Lyons
4951 Lake Brook Drive
Suite 200
Richmond, VA 23060

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.

CONTRACTOR

BY:


NAME: Jerry A. Edgeman, Senior V.P.

NAME:

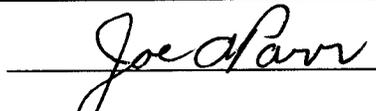
TITLE:

DATE:

10/31/2003

COMMONWEALTH OF VIRGINIA

BY:


NAME: Joe A. Parr

NAME:

TITLE:

Tech Contracts Manager

DATE:

11/7/03

Attachment A

Service Descriptions

This Attachment provides a description of the services that MCI will provide to the Commonwealth of Virginia under the COVANET contract. For ease of reference, Attachment B is organized so that pricing corresponds to service descriptions.

A.1 COVANET Data Services

MCI provides statewide coverage for the COVANET data services described in this Section using services that are provided over MCI's commercial network (for examples, private lines, EDI, Internet) as well as frame relay and ATM services provided via a private network dedicated to the Commonwealth of Virginia. In addition, MCI's public ATM and frame relay services are available for select applications.

A.1.1 Private Line Services:

A.1.1.1 Digital Data Service (DDS)

Digital Data Service (DDS) is a point-to-point, full-duplex terrestrial digital private line service that operates at synchronous data speeds of 9.6 and 56 kbps.

A.1.1.2 DS0 Service

DS0 service provides a single channel operating at a speed of 64 kbps. DS0 is ideal for Commonwealth applications that do not require the high performance of DDS, or the bandwidth of full T-1 access.

A.1.1.3 Analog/Voice Grade Private Line Service

- a. Point-to-Point Analog Data Service
- b. Multi-Point Analog Data Services
- c. Private Line Voice

Voice Grade Private Line Service is a dedicated analog private line service for analog and low bandwidth connections up to 19.2 Kbps. MCI's analog private lines can be used to support the following service applications.

- Automatic Ring Down
- Tie Line
- Off-Premise Extensions

- Foreign Exchange
- Analog Data Application
- Voice Applications

A.1.1.4 Terrestrial Digital Service (TDS 1.5)

Terrestrial Digital Service (TDS 1.5) provides a point-to-point private line transporting a full duplex signal at the rate of 1.544 Mbps. TDS 1.5 service is ideal for the Commonwealth's high-speed voice, data and imaging applications that require high-quality, economical private line service.

A.1.1.5 Terrestrial Digital Service 45 (TDS 45)

Terrestrial Digital Service 45 (TDS 45) is a dedicated, point-to-point terrestrial private line service that supports high-speed capacity requirements. The TDS 45 service supports transmission of full-duplex signals over terrestrial facilities at 44.736 megabits per second.

A.1.1.6 SONET Services

a. Private Line Ethernet Service

Private Line Ethernet Service is an end-to-end dedicated IntraLATA Private Line SONET service employing Ethernet as the access and termination methods. The service is available in speeds of STS-1 (55Mbps), STS-3 (155Mbps), and STS-12 (622Mbps).

b. Synchronous Optical Network (SONET) Private Line Service

Synchronous Optical Network (SONET) Private Line Service offers a point-to-point transport services with speeds up to 155 Mbps and automatic restoration capability in under 100 milliseconds (ms) range.

A.1.2 Switched Data Services

Switched Digital Services (SDS) provides data transmissions in increments of 56/64 Kbps (higher speeds up to 1.544 Mbps are also available). Although SDS uses the same implementation and billing mechanisms as COVANET voice services, SDS is transmitted over separate clear channel routes in the MCI switched network. These routes are groomed to enhance SDS transmission quality. Customers claim bandwidth by using a single network call with multi-rate bearer services (MRBS) or fixed rate (H0, H11) capabilities (without inverse multiplexing).

MCI switches are programmed to differentiate between voice calls and switched digital calls based on the bearer capability contained in the setup message of each call. If the bearer capability parameter indicates that the call is a switched digital call, the MCI

switch sends it over a Digital Data Network (DDN), which is deployed specifically to handle such calls.

The DDN is an end-to-end 64 Kbps digital clear channel network, which overlays the MCI voice network. The DDN network in many ways has the same qualities as a private clear channel network. However, DDN does not have compression and echo cancellation techniques, which are often deployed on longer routes to enhance voice quality. Such techniques would be detrimental to the quality of switched digital applications such as video.

A.1.2.1 Network-Based Wideband Services

Network-based wideband data service is the provision of N x 64 Kbps services at the network level, with channel aggregation handled by the network rather than by CPE. This type of call is recorded on a single call record, which indicates the bandwidth used for the call. This enables the billing of these calls based on bandwidth, and not simply N times the 64 Kbps price.

For wideband services, the customer will always be required to use PRI access. BRI access lines do not support wideband calling. BRIs can only support individual 56 or 64 Kbps calls, aggregated by CPE.

Network-based wideband data services are currently available in the U.S. These services include H0, H11 and MRBS.

- **H0** – H0 is the ISDN standard for the provisioning of 384 Kbps service, without IMUXing, via contiguous bandwidth on an ISDN PRI access line. The CPE places one call and the call is allocated to contiguous channels on the PRI. The six channels used must be contiguous and must be in fixed positions in the T-1 carrier, i.e. 1-6, 7-12, 13-18, or 19-24.
- **H11** – H11 is the ISDN standard for provisioning of 1.536 Mbps service, without IMUXing, via contiguous bandwidth on a PRI access line. H11 requires a PRI with all 24 channels free. Two PRI access lines are required to launch an H11 call.
- **MRBS** – MRBS or Multi-rate ISDN is the provision of any multiple of N x 64 services at the network level, without IMUXing by the CPE. MRBS calls can be launched in any increment of 64 Kbps up to 1.536 Mbps.

A.1.3 Integrated Services Digital Network (ISDN)

ISDN allows for the integration of voice, video, and data services on one MCI dedicated access loop. ISDN access allows for applications such as Calling Station Identifier (CSI) and Automatic Number Identification (ANI). ISDN access to MCI's SDS services is available as described in A.1.2. Below are some technical specifications of MCI's ISDN PRI service.

ISDN Features:

a. Calling Station Identification (CSI) Delivery

CSI allows customers with PBX or Centrex systems to identify the originating extension (calling station) of each outbound call.

b. Automatic Number Identification (ANI) Delivery

ANI is used to initialize the database query that brings up a customer's records on the telephone agent's screen as the call is answered.

c. Dialed Number Identification Service (DNIS)

DNIS, which is also a feature of toll-free, provides the number the caller dialed to reach the attached computer telephone system. DNIS enables one trunk group to serve multiple applications.

d. SuperTrunking

SuperTrunking allows customers to group basic PRIs together and have calls flow from PRI to PRI when an all circuits busy condition is reached on an individual PRI line.

e. SubTrunking

SubTrunking is an MCI term used to describe the capability to divide an ISDN PRI into smaller trunk groups, or sub-trunks. Each sub-trunk comprises a specific range of circuits.

SubTrunking allows customers to combine multiple services on an individual PRI, while segregating the traffic from each service to ensure one or more services do not monopolize the PRI.

f. Non-Facility Associated Signaling (NFAS)

NFAS uses one D channel to control multiple PRIs. Usually for ISDN PRI service, a DS1 is processed and configured as a PRI trunk group consisting of one D channel (for

signaling) and 23 B channels. However, in certain cases, one D channel can also control additional B channels in DS1 increments.

g. Network Quality User Exchange Signaling Technology (N-QUEST)

N-QUEST is MCI's product for corporate networks and call centers specific to ISDN, referred to in the industry as UUS or UUI (User-to-User Signaling or Information). N-QUEST enables PBXs or ACDs to exchange proprietary information via a switched network without the need for private lines. This ability is required for several applications such as screen-pops, call routing for call centers, and centralized voice mail for corporate networks.

h. Network Call Transfer (NCT)

NCT allows MCI customers to move call transfer functions from their CPE to the MCI network. NCT provides the capability to transfer a MCI OnNet or toll-free call from one location to another MCI OnNet or toll-free service location, with the transfer being accomplished in the network.

A.1.4 COVANET Frame Relay Services

COVANET frame relay will allow virtual circuits to be connected between access facilities of different types, speeds and technologies. COVANET supports both FRF.5 and FRF.8 giving the subscribers the ability migrate smoothly to new technologies as their requirements dictate. A subscriber can have Frame Relay, ATM, and IP services within his enterprise network.

Frame Relay Features

- Access Options
- Intra/InterLATA PVCs
- Priority PVCs
- CIR Options
- Interworking Standards
- Internet access
- COVANET Private IP access
- Extended Coverage
- Installation Assist
- Interstate Connections

a. Access Options

Within the limits of the access circuits ordered and provisioned for the customer end points involved in any virtual circuit, COVANET frame relay will provide bandwidth-on-

demand supporting the “bursty” nature of the traffic generated by customer’s data network. COVANET frame relay supports several dedicated access options at speeds of 56 kbps, fractional DS-1, DS-1, NxDS-1, and DS-3 from the customer’s premise to the COVANET frame relay network, as shown in Table A.1.4.

Table A.1.4 Dedicated Access Line Rates

Access Type	Channel Speed
DDS/DSO	56 kbps
Fractional DS-1 (N x DS0)	64 kbps to 1472 Mbps
DS-1	1.536 Mbps
N x DS-1	3/4.5/6 Mbps
DS-3	45 Mbps
DSL	Up To 768 Kbps

b. IntraLATA/InterLATA PVCs

The Commonwealth has the option to select whether the PVC is InterLATA or IntraLATA. There will be no cost for IntraLATA PVCs. There is a cost for InterLATA PVC’s and there is a cost for all IP and Internet PVC’s regardless if they cross LATA boundaries.

c. Priority PVCs

Priority Frame allows MCI to specify multiple elements of quality in a frame relay service, including throughput/speed, delay and frame loss. This technology extends ATM-like QoS to frame relay, supporting end-to-end WAN service guarantees.

The Priority Frame service class system enables a portfolio of service offerings. The following two service classes comprise the service class system:

- Priority 1 (Real Time Variable Frame Rate)
- Priority 2 (Non-real time Variable Frame Rate)

Priority One/Real Time Variable Frame Rate (rtVFR) service provides committed bandwidth, low delay and frame loss. This enables MCI to create SLAs with specified delivery characteristics for delay-sensitive traffic like SNA and voice. Priority Two/Non-Real Time Variable Frame Rate (nrtVFR) service provides committed bandwidth, higher delay and low frame loss. This enables LAN-to-LAN and business class Internet/Intranet access services.

Through its Priority Frame technology, MCI provides absolute quality guarantees for frame relay. Priority Frame moves frame relay from a commodity service to a value-added service that supports new applications with different network delivery requirements.

d. CIR Options

MCI provides a wide variety of CIR options. PVCs will have the ability to burst up to two times the CIR or the port access speed. CIR will be provisioned with assigned priorities/QoS. The priority selected by the subscriber is dictated by their requirements

f. Frame Relay to ATM Network Interworking standard (FRF.5)

The Frame Relay to ATM Network Interworking standard (FRF.5) enables two frame relay devices or networks to communicate across an ATM backbone. The frame relay to ATM Interworking technology responds to the need for increased bandwidth by allowing enterprise frame relay networks to seamlessly scale up to high-speed ATM networks.

g. Frame Relay to ATM Service Interworking standard (FRF.8)

The Frame Relay to ATM Service Interworking standard (FRF.8) enables a frame relay user device to connect to an ATM user device over a common WAN backbone. Frame Relay to ATM Service Interworking enables seamless communication between ATM and frame relay networks or end-user devices.

h. Internet access

COVANET Frame Relay users may gain access to the Internet through the COVANET Internet Gateway by mapping a PVC to one of the gateway routers. Users looking for an added level of redundancy in their Internet services may wish to install a second PVC to the second Internet gateway router at no additional cost.

i. COVANET Private IP access

COVANET Frame Relay users may gain access to the COVANET Private IP network by mapping a PVC to the Private IP network. This will give the user the ability to take advantage of the COVANET Private IP services as described in Attachment J.

j. Extended Coverage

Through a partnership with NTELOS, MCI extends the COVANET footprint to include more POPs and network in the regions southwest of Richmond.

NTELOS provides both DS-1 and DS-3 special access. Using this method the customer's router is directly connected to the MCI switching platform, there is no Frame Relay switching performed in the NTELOS network and therefore no Network-to-Network connection. NTELOS provides this access using two methods:

- NTELOS owned facilities – In this case the access is totally owned and operated by NTELOS. They have facilities into the location requiring services.

- Type 2 – In this access method, NTELOS does not have facilities to the location requesting service. They are collocated with the Local Exchange Carrier and are interconnected at that point. The connectivity for this type access is MCI COVANET Node-NTELOS-Local Exchange Carrier-Commonwealth location.

k. Install Assist for Customer Equipment

MCI VNOC engineers will provide assistance to the Commonwealth upon request to initially configure routers during the installation of Frame Relay services.

l. Interstate Connections

MCI provides the Commonwealth the ability to extend the reach of COVANET beyond the borders of Virginia. If an agency requests Frame Relay connectivity to an organization outside of Virginia, a Telecommunications Service Request should be submitted through the normal channels, this will be handled by MCI in the following manner. MCI will provision a private line circuit from the requested location the nearest COVANET node.

A.1.5 COVANET Asynchronous Transfer Mode (ATM) Service

COVANET ATM will allow virtual circuits to be connected between access facilities of different types, speeds and technologies. COVANET supports both FRF.5 and FRF.8 giving the subscribers the ability migrate smoothly to new technologies as the requirements dictate. A subscriber can have Frame Relay, ATM, and IP services within his enterprise network.

ATM Features

- Access Options
- SCR/PCR Options – Cost Free PVCs
- Numerous end-to-end QoS options
- Interworking standards
- Internet access
- COVANET Private IP access
- Extended Coverage
- Install Assist for Customer Equipment
- Interstate Connections

a. Access Options

Within the limits of the access circuits ordered and provisioned for the customer end points involved in any virtual circuit, COVANET ATM will provide bandwidth-on-demand supporting the “bursty” nature of the traffic generated by customers’ data

network environments. COVANET ATM supports several dedicated access options at speeds of DS-1, NxDS-1, DS-3, and OC-3 from the customer’s premise to the COVANET ATM network.

Table A.1.5 Dedicated Access Line Rates

Access Type	Channel Speed
DS-1	1.536 Mbps
IMA (NxT1)	3 Mbps, 4.5 Mbps, and 6 Mbps
DS-3	45 Mbps
OC-3	155 Mbps

b. SCR/PCR Options –

MCI provides a wide variety of SCR/PCR options. With the exception of Internet and CBR PVCs there are no cost components associated with PVCs on ATM.

c. Acceptable Applications

Table A.1.5.1 summarizes the applications and the service categories that will be assigned for each application. The QoS for applications that are not identified in Table A.1.5.1 will be assigned a QoS through mutual agreement between MCI and VITA.

Table A.1.5.1 Applications and Service Categories

Applications	Service Categories
Uncompressed video/Audio	CBR
Video distribution/broadcast	CBR
Circuit Emulation Services	CBR
Compressed Audio and Video	V BR-rt
Interactive Multimedia	VBR-rt
IP-based applications	VBR-nrt
Critical data/SNA	VBR-nrt
Frame Relay Interworking	VBR-nrt
Remote Terminal	UBR
Internet	UBR
E-mail	UBR

d. Numerous end-to-end QoS options

MCI’s COVANET ATM provides End-to-End QoS services to anywhere in the Commonwealth. This includes constant bit rate (CBR), variable bit rate-real time (VBR-rt), variable bit rate-non real time (VBR-nrt), and unspecified bit rate (UBR). MCI will advise the subscriber on the appropriate QoS that will meet performance requirement of his application. A range of peak cell rate (PCR) and sustained cell rate (SCR) values are

supported for these services. COVANET ATM services are described in more detail below.

e. Constant Bit Rate (CBR)

CBR service is intended to provide customers with service characteristics similar to private lines. CBR service is most suitable for transporting legacy applications where traffic is sensitive to cell loss and delay variation found on today's private line applications or potentially for customers desiring very high quality voice transport.

f. Variable Bit Rate - Real Time (VBR-rt).

The real-time VBR service category is best suited to support for time-sensitive applications, (e.g., those requiring tightly constrained delay and delay variation), as would be appropriate for voice and video applications. Sources are expected to transmit at a rate, which varies with time. The source can be described as "bursty." Traffic parameters are Peak Cell Rate (PCR), Sustainable Cell Rate (SCR) and Maximum Burst Size (MBS). Cells, which are delayed beyond the value specified by Cell Transfer Delay (CTD), are assumed to be of significantly less value to the application. VBR-rt service will support statistical multiplexing of real-time sources.

g. Variable Bit Rate - Non Real Time (VBR-nrt).

VBR-nrt service is intended to provide customers with high-speed frame relay or multi-protocol like service suitable for LAN internetworking. For example, this class can serve file transfers, where some delay is acceptable but cell loss cannot be tolerated.

h. Unspecified Bit Rate (UBR).

UBR service provides customers with data service suitable for use in non-timing sensitive applications. Information is transmitted based upon network availability. This means that data is subject to queuing until network bandwidth becomes available. Unlike other ATM service classes, UBR does not have defined QoS (Quality of Service) guarantees with respect to bandwidth availability or delay.

i. Frame Relay to ATM Network Interworking Standard (FRF.5)

The Frame Relay to ATM Network Interworking Standard (FRF.5) enables two frame relay devices or networks to communicate across an ATM backbone. The frame relay to ATM Interworking technology responds to the need for increased bandwidth by allowing enterprise frame relay networks to seamlessly scale up to high-speed ATM networks.

j. Frame Relay to ATM Service Interworking standard (FRF.8)

The Frame Relay to ATM Service Interworking standard (FRF.8) enables a frame relay user device to connect to an ATM user device over a common WAN backbone. Frame Relay to ATM Service Interworking enables seamless communication between ATM and frame relay networks or end-user devices.

k. Internet Gateway Access

COVANET ATM users will gain access to the Internet through the COVANET Internet Gateway by mapping a PVC to one of the gateway routers. Users looking for an added level of redundancy in their Internet service may wish to install a second PVC to a diverse Internet gateway router at no cost. This option allows a site to maintain access to the Internet even if one of the Internet Gateway routers fail.

l. COVANET Private IP access

ATM users may wish to map an IP PVC to the COVANET Private IP platform. This will give the user the ability to take advantage of the COVANET Private IP services as described in Attachment J. The service categories (QoS) that will be assigned for each IP PVC are identified in Table A.1.5.1. The QoS for applications that are not identified in Table A.1.5.1 will be assigned a QoS through mutual agreement between MCI and VITA

m. Extended Coverage

Through a partnership with NTELOS, MCI extends the COVANET footprint to include more POPs and network in the regions southwest of Richmond.

NTELOS provides both DS-1 and DS-3 special access. Using this method the customer's router is directly connected to the MCI switching platform, there is no Frame Relay switching performed in the NTELOS network and therefore no Network-to-Network connection. NTELOS provides this access using two methods:

- NTELOS owned facilities – In this case the access is totally owned and operated by NTELOS. They have facilities into the location requiring services.
- Type 2 – In this access method, NTELOS does not have facilities to the location requesting service. They are collocated with the Local Exchange Carrier and are interconnected at that point. The connectivity for this type access is MCI COVANET Node-NTELOS-Local Exchange Carrier-Commonwealth location.

n. Install Assist for Customer Equipment

MCI VNOc engineers will provide assistance to the Commonwealth upon request to initially configure routers during the installation of ATM services.

o. Interstate Connections

MCI provides the Commonwealth the ability to extend the reach of COVANET beyond the borders of Virginia. If an agency requests ATM service to an organization outside of Virginia, a Telecommunications Service Request should be submitted through the normal channels, this will be handled by MCI in the following manner. MCI will provision a private line circuit from the requested location the nearest COVANET node. At that point they will be connected the ATM network.

A.1.6 Public ATM and Frame Relay Service

MCI provides ATM and Frame Relay service to the Commonwealth. These services provide connectivity to non-COVANET entities and are separate from the ATM and Frame Relay access for the COVANET network. Both ATM and Frame Relay can be used as a public network service. This would allow agencies, institutions, and public bodies to establish connectivity with commercial entities for the purpose of conducting business.

A.1.6.1 Public ATM Features

The unique features associated with ATM access are the specific solutions they provide.

The key features of Public MCI ATM include:

- Nationwide service availability
- International service availability
- Multiple interface rates:
 - 1.544 Mbps (DS1)
 - NxDS1 Mbps (3 Mbps – 6 Mbps)
 - 45 Mbps (DS3)
 - 155 Mbps (OC3/STM1)
 - 622 Mbps (OC12) – On an Individual Case Basis
- Multiple service classes:
 - Constant Bit Rate (CBR)
 - Variable Bit Rate – Real Time (VBR-RT)
 - Variable Bit Rate – Non-Real Time (VBR-NRT)
 - Available Bit Rate (ABR)
 - Unspecified Bit Rate (UBR)
- Permanent Virtual Connections (PVC)

- Permanent Virtual Path Connection (PVPC)
- Permanent Virtual Channel Connection (PVCC)
- FR/ATM Service Interworking (FRASI)
- PVCs to the Internet
- Fixed rate pricing
- Service level agreements available nationally
- Customer network management reporting

A.1.6.2 Public Frame Relay

Frame Relay is a high-speed data transport service designed to provide cost-efficient data transmission for intermittent traffic between local area networks (LANs) and between end-points in a wide area network (WAN).

a. Port Connections

The port connection is the physical entry into the MCI Frame Relay network providing high-speed access to the Frame cloud. The port connection speed defines the maximum throughput into and out of the port connection at any point in time. The capacity of the port is dynamically allocated over the associated PVCs to meet real time changes in bandwidth requirements.

b. MCI Port Speeds

MCI offers a variety of Frame Relay port speeds. Standard port speeds are subject to local restrictions and in-country differences, e.g., capacity limitations or legal restrictions, but some examples of the most common standard port speeds are listed in the table below.

Table A.1.6. Standard Port Connection Speeds

56/ 64 kbps	384 kbps	1.024 Mbps
128 kbps	512 kbps	1.536 Mbps
256 kbps	768 kbps	1.984 Mbps

c. PVCs (Permanent Virtual Circuits)

PVCs are the logical connections between ports on the Frame Relay network. PVCs are similar to private lines in that they are dedicated to a single user and all data transmitted over a PVC will take the same path (unless a network failure occurs).

PVCs are connection-oriented virtual circuits. Connection-oriented means that there is a connection establishment phase, a data transfer phase and a termination connection phase.

Each PVC has a unique virtual circuit number called Data Link Connection Identifier (DLCI) corresponding to a particular destination. The DLCI is a part of the information contained in the frame header.

d. Committed Information Rate

A PVC is defined by its Committed Information Rate (CIR). The CIR value is the average rate of traffic transmitted across a PVC under normal conditions. Each PVC is assigned a CIR, which represents the average capacity that the port connection should allocate to the PVC.

The CIR is the rate at which the network agrees to transfer data under normal conditions. The CIR is measured over time interval Tc in bits per second. Tc is derived as:

$$Bc / CIR = Tc$$

CIR is also defined for each PVC. Per definition, the committed burst size equals the CIR value for MCI's Frame Relay service. Thus, Bc = CIR. When a customer burst within Bc (or the CIR) no frames are marked as eligible for discard.

The CIR assigned to a specific PVC cannot exceed the speed of the originating or terminating port connection. The following CIRs are offered as standard in EMEA under the MCI Frame Relay service:

Table A.1.6.1. Standard CIRs

16 kbps	192 kbps	1.024 Mbps
32 kbps	256 kbps	1.536 Mbps
48 kbps	384 kbps	1.984 Mbps
64 kbps	512 kbps	
128 kbps	768 kbps	

e. Bursting

Committed Bursting- The Committed Burst, Bc, represents the maximum number of bits, during time interval Tc, the network agrees to accept under normal conditions. Bc is defined for each PVC.

f. Excess Bursting

MCI defines excess burst (Be) as the amount of data greater than the Committed Information Rate but equal to or less than the size of the smallest port on either end of a point-to-point connection. Hence, Be is the number of uncommitted bits, during the time interval Tc, the network agrees to accept above the committed burst size Bc. Be is defined as follows: $CIR < Be \leq \text{Min. Port Speed}$

MCI customers are allowed to burst above CIR to the port speed if there is availability on the network; however, bursting is not guaranteed. If congestion occurs on the network, packets will be discarded according to the congestion management scheme applied.

When there is no congestion on the network, the customer can burst up to port speed (minimum port speed). All excess data is allowed to burst if the network is able to accommodate it resulting in increased throughput. If the network is full at the desired bursting time, the customer is only guaranteed data transmission up to CIR; all frames above CIR will be marked for discard.

The Customer's burst level will also be limited by the size of the physical trunk line connected into the Node Site. For example, if a customer has a 1024K port and 512K CIR, but the physical trunk speed is 768K, the customer will only be able to burst to 768K.

g. Frame Relay Features

- **Priority PVC** - This feature allows customers to have the ability to prioritize different types of traffic operating over their frame relay network on a per-PVC basis. Customers must have different applications defined on separate PVCs. While congestion is unusual in the Option 2 Frame Relay Service network, congestion may occur within egress of an oversubscribed customer port. Priority PVC will enable customers to ensure that traffic within their egress ports receives the level of priority they require.
- **Peak Information Rate (PIR)** - Using the Option 2 Frame Relay PIR feature, customers can have additional capability for traffic management and control. PIR defines the maximum transmission rate on a given PVC so that bursting will have limited impact to other PVCs sharing the same port and access facilities. This feature allows customers to set an upper boundary on the information rate for a PVC on the Option 2 Frame Relay Service network.
- **Public FRASI (Frame Relay to ATM Service Internetworking)**

FRASI provides an easy migration path from Frame Relay to ATM, providing the Commonwealth with cost-effective access to higher bandwidth and more connectivity options. Existing ATM customers can also benefit as FRASI allows the provision of service in areas where there currently is not an ATM node or where a Frame Relay service will suffice.

Two PVCs carry each FRASI circuit. One PVC will be constructed from the ATM customer access port to the gateway, and one PVC will be constructed from the Frame Relay customer access port to the gateway. The ATM PVC interconnects the Frame Relay and ATM PVC across the gateway. The customer specifies the Frame Relay CIR, with MCI setting the ATM PVC to be equivalent.

A.1.7 Digital Subscriber Line (DSL) Service

MCI's SDSL service provides a flexible range of bandwidth offerings from 128 Kbps to 768 Kbps. MCI utilizes a variety of premise equipment, the MCI provided equipment, which is included as part of the service offering will supply an Ethernet interface to the customer's equipment. MCI will dispatch a technician to the customer's location for the installation of the DSL equipment.

MCI also provides IDSL services to the Commonwealth. The typical DSL implementation utilizes exclusively copper loops; the advantage of IDSL is it can be provisioned across local loops that contain electronics. IDSL is primary used in the event that SDSL service is not available. The line rate on IDSL is limited to 128 Kbps. The premise equipment available for IDSL is single port 10BaseT unit; this unit also functions as a router.

DSL coverage is not ubiquitous across the entire state. MCI will continue to expand its own network and work with its partners as they expand into new territories.

Included with the basic DSL service is a single PVC. If a DSL service of 256 Kbps is requested, the CIR for this PVC is will be 256 Kbps. However, the DSL subscriber is not limited to a single PVC, the Commonwealth can add additional PVCs for a site at any time for an additional charge.

a. Install Assist for Customer Equipment

The MCI VNOC engineers will provide assistance to the Commonwealth upon request to initially configure routers during the installation of DSL services.

A.1.8 Internet Services

MCI will provide the Commonwealth with the following Internet Services:

- Dedicated Internet
- COVANET Gateway Internet Services
- Internet DSL
- Dial Internet
- VSAT Internet
- Install Assist for Customer Equipment

A.1.8.1 Dedicated Internet Services

The following Internet Dedicated services are available

Table A.1.8.1 Dedicated Internet Services

Dedicated Internet Service	Service Description
T1 Diverse	Internet Dedicated T1 Diverse is designed to accommodate those customers whose primary concern is for redundancy. MCI will attempt to provision the two T1s to different MCI-owned high-speed hubs. If provisioning to separate hubs is not possible, the rep must determine if there are sufficient MCI-owned facilities within the hub to allow for redundancy.
T1 Double	MCI's Internet Dedicated T1 Double product is designed to accommodate customers whose primary concern is for additional bandwidth. MCI will provision both Ts to the same MCI-owned hub and the same GW router.
NxT1	MCI's Internet Dedicated NxT1 MLFR (Multilink Frame Relay) Service is a low-end, multi-megabit service delivering flexible, scaleable Internet access from 3 to 12 Mbps. Positioned just beyond the Internet Dedicated T1 Double/Diverse, this service fills the bandwidth gap between an Internet Dedicated T1 (1.5 Mbps) and T3 (45 Mbps).
T1 Price Protected	Internet Dedicated T1 Price Protected is a full T1 (1.54 Mbps) of access at all times with a single, fixed cost. It is designed for organizations that require a full T1 on a sustained level or for a company that needs to budget a steady monthly cost.
T3 Double/Diverse	MCI Internet Dedicated T3 Double/Diverse product is a non-muxed solution designed to allow customers to use two T3 circuits for increased capacity and/or diversity. Customers are able to maximize the investment of their existing customer premises equipment (CPE) by only adding an additional Channel Service Unit/Data Service Unit (CSU/DSU) or Cisco POET card. A T3 Double offers customers the ability to increase their bandwidth by load sharing across two T3 circuits that are provisioned to the same MCI owned hub and gateway router. A T3 Diverse offers customers the ability to build redundancy into their connectivity by provisioning two T3 circuits to two different MCI owned hubs. If two distinct hubs are not possible, the two circuits should be provisioned on different routers within the same MCI owned facility to create redundancy. Both T3 circuits originate from the same customer location and are provisioned as full T3 connections (45 Mbps).
T3 Price Protected	MCI Internet Dedicated T3 Price Protected provides full T3 (45 Mbps) access at all times, with a single, monthly, fixed cost. It is designed for organizations that require a full T3 on a sustained level, or for a company that needs to budget a consistent monthly cost. This service requires a minimum commitment of one year.
T3 Tiered	MCI Internet Dedicated T3 Tiered service is a point-to-point connection providing high bandwidth leased line connectivity from the customer's premises directly into a MCI owned hub. A full T3 circuit (45 Mbps) is provisioned, but the bandwidth is capped in 3 Mbps increments to limit bandwidth usage. A customer may upgrade to another bandwidth tier at

Dedicated Internet Service	Service Description
	any time.
OC-3 Price Protected	The MCI Internet Dedicated OC-3 Price Protected is provisioned as a full OC-3 circuit (155 Mbps) with a single, monthly, fixed cost. The product is designed for organizations that require a full OC-3 circuit on a sustained level and would like to budget a consistent monthly cost. This service requires a minimum commitment of one year.
OC-3 Double/Diverse	The MCI Internet Dedicated OC-3 Double product is designed to accommodate those customers whose primary concern is for additional bandwidth. For this product, MCI will provision both OC-3s as full circuits to the same MCI owned hub, preferably the same router. The OC-3 Diverse product is designed to accommodate those customers whose primary concern is for redundancy. For this product, MCI will attempt to provision the two OC-3s to different MCI owned high-speed hubs. If provisioning to separate hubs is not possible, it is necessary to determine whether or not there are sufficient MCI owned facilities within the hub to allow for redundancy.
OC-3 Tiered	MCI Internet Dedicated OC-3 Tiered is a point-to-point connection providing high bandwidth leased line connectivity from the customer's premises directly into a MCI owned hub. A full OC-3 circuit (155 Mbps) is provisioned, but the bandwidth is capped in increments to limit bandwidth usage (60M, 70M, 80M, 90M, 100M, and 155M). A customer may upgrade to another bandwidth tier at any time.

A.1.8.2 COVANET Gateway Internet Services

MCI will provide Internet services via a shared Internet Gateway Service. MCI provides the Internet Gateway Service to all Frame Relay, ATM, and COVANET DSL users via PVCs mapped to one or more of the Internet Gateways.

To provide Internet access through COVANET, MCI maintains two Internet gateway routers. The gateway routers are connected directly to the UUNET backbone. Customers can either connect to the Internet by mapping a PVC from their site, through the ATM core to the gateway router, or to the Internet Gateway via a PVC to VITA. The gateway routers are considered 'Public', meaning all traffic destined for or originating from the gateways should be regarded as unfiltered Internet traffic, and treated accordingly.

A.1.8.3 Internet DSL

MCI Internet DSL will provide a connection between the COVANET site and the UUNET backbone through the local telephone network. Internet DSL Office is currently offered at speeds of 128k, 384k, 768k, and 1.0M.

The following feature matrix explains MCI’s Internet DSL offering:

Table A.1.8.3 Internet DSL Offering

Features	Internet DSL
Private network (layer 2)	No
Public Internet (layer 3)	Yes
End-users	Multiple end-users
IP addressing	Static, pre-assigned
Number of IP addresses	Up to 128
Network architecture	4:1 over-subscription rate
Domain name registration	Yes
DNS hosting of domain	Yes
Hosted POP3 e-mail boxes	Up to 20 included
Access to MCI's news servers	Up to five concurrent sessions
Customer premises equipment	Router or modem
On-site installation	Yes
DSL local loop	Symmetric

MCI's Internet DSL product family consists of the Internet DSL Office and Internet DSL Solo. Both products are designed to provide customers with a business-class Internet DSL service using DSL local loop technology as the last mile to deliver access to MCI's public IP backbone.

a. Internet DSL Office

MCI's Internet DSL Office product is designed to offer a complete Internet service for a multi-user business customer. The product is all-inclusive and includes secondary services such as Domain Name Registration, DNS hosting, and 20 MCI-hosted POP3 mailboxes.

The key reason why Office is a multi-user solution is the inclusion of up to 64 real routable static IP addresses. These IP addresses are public IP addresses (can be reached from anywhere on the Internet) and are included as part of the service.

Internet DSL Office uses dry-loop IDSL & SDSL technology to deliver a symmetric service in four speeds (128K, 384K, 768K, and 1.0M). Dry-loop DSL technology uses the same quality of copper used for standard POTS lines, but dedicates a separate single pair of copper only used for the DSL service. Dry-loop services don't require the customer to have a pre-existing POTS line in order to deliver the service.

b. Internet DSL Solo

MCI's Internet DSL Solo product was designed for the single business user (typically a telecommuter or teleworker) and provides a single PC with public Internet access. The service does not include secondary services (like Domain Name Registration, DNS Hosting, POP3 mailboxes).

Internet DSL Solo also includes two static IP addresses in the standard fee. The CPE used is a DSL Modem (vs. DSL Router) and is designed to enable a single user to access the service. Solo is offered in a single 384K x 128K (384K down, 128K up) asymmetric speed.

Internet DSL Solo uses ADSL line-sharing technology as the last-mile technology. ADSL line sharing uses (and requires) an existing POTS line to be installed at the location where the DSL service is to be installed.

Because Solo uses ADSL line-sharing technology, the service is not available when the POTS line is behind fiber or at longer loop lengths. Because of this, Internet DSL Solo is usually available in a fewer number of locations (given the same average distribution) than Office for the same list of sites

c. Dial-Up Internet

Internet Dial Corporate is MCI's premier multi-user, remote IP dial access service designed for corporate customers. It is meant to serve large companies or organizations that have remote, roaming, or branch office users, and/or contractors. It provides an excellent foundation infrastructure for remote analog or ISDN access to a business intranet, extranet, or virtual private network (VPN).

Internet Dial Corporate offers three key components:

- MCI-Hosted Enterprise Service Management (ESM) infrastructure with a customer-hosted Remote Authentication Dial-In User Service (RADIUS) option available
- Network Filtering (controls the destination sites users can access)
- Electronic Phone Book and Client Dialer Services which allow dynamic updates of MCI points of presence (POPs)

Internet Dial Corporate is a dial access service that provides remote users with a dial-up point-to-point protocol (PPP) connection to the Internet. Internet Dial Corporate is a MCI-branded service offering which utilizes the public MCI DAN POPs.

Internet Corporate Dial is available in the Commonwealth statewide at the following Points of Presence:

Table A.1.8.4 Internet Dial Points of Presence

Location	Area Code	Dial Access Number	Modem Capability
Alberta	434	949-0459	ISDN V.34+ K56flex V.90
Arcola	703	327-6825	ISDN V.34+ K56flex V.90
Blacksburg	540	961-9820	ISDN V.34+ K56flex V.90
Boydton	434	738-0238	ISDN V.34+ K56flex V.90
Boykins	757	654-6977	ISDN V.34+ K56flex V.90
Capron	434	658-3133	ISDN V.34+ K56flex V.90

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Location	Area Code	Dial Access Number	Modem Capability
Chancellor	540	786-8440	ISDN V.34+ K56flex V.90
Charlottesville	434	297-0357	ISDN V.34+ K56flex V.90
Chase City	434	372-0976	ISDN V.34+ K56flex V.90
Clarksville	434	374-9474	ISDN V.34+ K56flex V.90
Courtland	757	653-9559	ISDN V.34+ K56flex V.90
Crittenden	757	238-8407	ISDN V.34+ K56flex V.90
Culpeper	540	829-4651	ISDN V.34+ K56flex V.90
Disputanta	804	991-3064	ISDN V.34+ K56flex V.90
Emporia	434	336-1156	ISDN V.34+ K56flex V.90
Franklin	757	569-1893	ISDN V.34+ K56flex V.90
Fredericksburg	540	372-3058	ISDN V.34+ K56flex V.90
Great Bridge	757	547-1692	ISDN V.34+ K56flex V.90
Harrisonburg	540	432-0816	ISDN V.34+ K56flex V.90
Holland	757	657-9979	ISDN V.34+ K56flex V.90
Jarratt	434	535-0278	ISDN V.34+ K56flex V.90
Lawrenceville	434	848-6663	ISDN V.34+ K56flex V.90
Leesburg	703	723-5070	ISDN V.34+ K56flex V.90
Lorton	703	646-0025	ISDN V.34+ K56flex V.90
Lorton	703	690-9755	ISDN V.34+ K56flex V.90
Louisa	540	967-4900	V.34+ K56flex V.90
Lynchburg	434	846-8332	ISDN V.34+ K56flex V.90
Manassas	703	392-5494	ISDN V.34+ K56flex V.90
Norfolk	757	423-8640	ISDN V.34+ K56flex V.90
Norfolk	757	533-5140	ISDN V.34+ K56flex V.90
Occoquan	703	494-5975	ISDN V.34+ K56flex V.90
Occoquan	703	496-0028	ISDN V.34+ K56flex V.90
Petersburg	804	524-0030	ISDN V.34+ K56flex V.90
Prater	276	597-2000	ISDN V.34+ K56flex V.90
Princess Anne	757	563-9922	ISDN V.34+ K56flex V.90
Reston	703	995-0509	V.34+ K56flex V.90
Richlands	276	596-9757	ISDN V.34+ K56flex V.90
Richmond	804	276-0978	ISDN V.34+ K56flex V.90
Roanoke	540	725-8319	ISDN V.34+ K56flex V.90
Roanoke	540	857-0700	ISDN V.34+ K56flex V.90
Stafford	540	657-1980	ISDN V.34+ K56flex V.90
Staunton	540	851-2340	ISDN V.34+ K56flex V.90
Warrenton	540	349-1387	ISDN V.34+ K56flex V.90
Williamsburg	757	253-2105	ISDN V.34+ K56flex V.90
Winchester	540	535-0120	ISDN V.34+ K56flex V.90

d. VSAT Internet

MCI Internet VSAT enables the Commonwealth to access virtual private network (VPN) applications using small dish satellite technology. Internet and access service available at speeds of up to 1 Mbps downstream and 128 Kbps upstream, depending on which service the customer opts for. MCI Internet VSAT couples Hughes Network Systems Two Way DIRECWAY Satellite Network with MCI's UUNET IP backbone to enable remote offices to connect to the Internet, intranets, and local area networks (LANs). MCI Internet VSAT provides companies with a remote access solution available virtually anywhere in the contiguous U.S. with a view of the southern sky.

MCI VSAT offers many features:

- Remotes can be located anywhere in the Continental United States with a clear view of the Southern sky.
- VSAT can be used for stand-alone Internet access or for Enterprise access through IP VPN.
- VSAT is “Always On”, similar to DSL or Cable Modem technologies
- Flat rate, unlimited use pricing
- POTS line required only for initial setup.
- Highly scalable solution
- Use for redundancy where separate entrance facility is not available
- Multicast for the Commonwealth of Virginia

MCI provides Internet Multicast for the Commonwealth of Virginia. Based on standard multicast Internet protocols, MCI Internet Multicast Premium enables customers to broadcast a single stream of content to thousands of recipients simultaneously.

MCI Internet Multicast Premium relies on scalability for its efficiencies. MCI's service replicates and distributes customers' content streams to end-users requesting the data. The MCI Internet Multicast Premium customer can virtually broadcast only a single data stream, which is then replicated within the MCI infrastructure--instead of on the customer server--and sent to each end-user.

The MCI Internet Multicast Premium customer may use any multicast-capable software, such as Microsoft's Media Server or RealNetworks' RealServer, as a content source.

e. Domain Name Service

MCI will provide Secondary Domain Name Service (DNS) for VITA. Primary DNS will be the responsibility of VITA. VITA DNS zone changes requests will be communicated to the MCI VNOC, the VNOC will be responsible for ensuring that UUNET makes the appropriate changes.

f. Install Assist for Customer Equipment

MCI VNOc engineers will provide assistance to the Commonwealth upon request to initially configure routers during the installation of Internet services.

g. Premium Internet Service

MCI's Premium Internet Service offers the ability to Classify, Analyze, and Control traffic that goes through the COVANET shared Internet gateways. With this service, the Commonwealth can specify bandwidth minimums and/or maximums on a per-session or per-application basis.

MCI will provide pricing for this service at a later time once demand has been established.

A.1.9 Electronic Data Interchange (EDI)

MCI's EDI*Net

MCI's EDI*Net will provide services that support electronic exchange of business transactions (e.g., invoices, price/sale catalogs, requests for quotation, purchase orders, contract awards, shipping information, payments, orders, remittance advice, and healthcare claims). EDI*Net is the Electronic Data Interchange (EDI) value-added network service offered by MCI. EDI*Net is a secure and reliable communications and document mailboxing service that facilitates the flow of standard formatted business documents (e.g., transaction sets) between trading partners. It is a store-and-forward, store-and-retrieve service. Each customer has a minimum of one mailbox to hold his or her EDI messages.

The service is based on next generation Tandem fault-tolerant hardware that performs the required functions on EDI transactions: parse, validate, account, store, and distribute. Send/Receive codes, unique to each trading partner, function as the address mechanism for the EDI messages.

EDI*Net receives and delivers messages via the MCI packet switched, frame relay, switched multi-megabit data service (SMDS), and Internet services. MCI packet switched and Internet services offer both dedicated and dial-up access. The Tandem platform technology combined with the MCI data network backbone makes EDI*Net one of the most comprehensive, flexible, and reliable EDI services available in the industry today.

Standards Support. MCI's EDI*Net conforms to all public EDI standards, including American National Standards Institute (ANSI) X12 UCS/WINS/VICS, United Nations Electronic Data Interchange for Acquisition Commerce and Transport (EDIFACT), and

TRADACOMS. EDI*Net was a charter member of the original United Nations Joint Electronic Data Interchange (UNJEDI) Task Group, which developed the EDIFACT standards, and supports the EDIFACT International EDI Standard adopted in 1987.

a. Message Retention. EDI*Net supports storage for up to 60 days. Audit trails are maintained for the period of time the message is stored. At the Commonwealth's request, retained messages can be restored in the user's mailbox within 24 hours for up to 60 days following initial transmission.

b. Distribution Lists. EDI*Net supports the distribution of EDI transactions to multiple recipients via stored lists. EDI*Net has the flexibility to prepare customized messages for each recipient.

c. Access. EDI*Net resides within MCI's data network. This allows EDI*Net to support a variety of access and delivery methods. The user can connect his or her host or PC to the EDI*Net service using dial-up or leased-line connections. Over leased lines, the service supports bisynchronous (2780/3780), X.25, frame relay, and SNA (3770) access. Over dial-up lines, the service supports asynchronous, bisynchronous (2780/3780), X.25, and SNA (3770) access. The service also supports access via the X.400 standard and the OPEN Communication Standard (OCS), and outbound access to fax equipment via the EDI-to-Fax service. IP access through MCI's frame relay and Internet services is available.

d. EDI to FAX. MCI's EDI*Net to Fax service allows the user, as an EDI*Net subscriber, to transmit documents to his or her non-EDI-capable trading partners who use fax machines. The EDI*Net system automatically converts the documents and routes them to the trading partners' fax machines.

e. Simple Form*EC. MCI's Simple Form*EC Service is a web-based solution accessible via a web-capable browser, e.g., Netscape or Internet Explorer versions 3.0 or greater. The service resides on Oracle web servers using a web application and packaged business rules and tables within the database server.

f. EDI/Internet Gateway.

EDI*Net users are permitted to access their EDI*Net mailbox via MCI's Internet service or other Internet Service Providers (ISPs). This access method is in addition to the MCI network access methods of packet, frame relay, and SMDS. The second capability of MCI's EDI/Internet gateway is for EDI*Net users to be able to send and receive data with their trading partners via Internet addresses, rather than a mailbox on one of the traditional EDI VANs.

MCI's EDI/Internet Gateway provides the capability for delivering X.12 transaction files to users/trading partners that are not serviced by an EDI mailbox. The gateway supports both FTP and SMTP (over TCP/IP) to and from an Internet address.

g. EDI Translation Software/Applications.

The MCI EDI*Net service does not require or recommend any specific EDI translation software. MCI believes that specialized hardware, application, and industry needs cannot be effectively or economically addressed with a single software solution. No one software package can meet everyone's diverse needs. Therefore, MCI has continued to focus on EDI data communications technology while working hand-in-hand with an increasing number of translation software vendors. However, MCI does certify EDI translation software in an effort to assist its customers in their implementation plans. The MCI Translation Software Certification Program tests commercially available EDI translation packages, verifies their compatibility with the EDI*Net network, and establishes a certified link between each translator and the EDI*Net system. Table A.1.9 is a list of MCI's EDI*NET certified translation software vendors.

**Table A.1.9 MCI's EDI*NET
Certified Translation Software Vendors**

Company	Product
Advanced Communications System	DataMail
The APL Group, Inc.	Qualedi
Automated Media Inc.	P.A.R.T.S
BAC-TECH Systems, Inc.	Vision
Data Management Strategies	Pro-EDI
Datacom Global Corporation	EDI-Answer
Digit Software	MacEDI
Digital Equipment Corporation	DEC EDI
DNS Associates	EDI/EDGE
Document Interchange Systems	DAX-EDI
EDI-Able, Inc.	FrEDI
EDICT Systems	Formula 1
EDI Integration	Eagle
EDS	EDI*ASSET
Giant Systems	Giant Office Software
Harbinger	Trusted Link Enterprise; STX, STMAP
Innovative Computing Corporation	EDIPREP
Metcan Information Technologies, Inc.	I*Can*EDI
Notto Corporation	System.EDI
Piedmont Systems	TEL-EDI
Premenos	EDI/OPEN, EDI/400
Prophet21	The Prophet System
Radley Business Computers	Radley-EDI
RMS Electronic Commerce Systems	RMS-VLT
SDM International	LinkPlus Batch
St. Paul Software	INTERCONN
Softshare Information Services	EDI LINK
Sterling Commerce	Gentran
Telink	Telink/EZB; Telink/Gateway
Trinary Systems	EDI Windows
TSI International	Trading Partner PC
X-Change Software, Inc.	XBID, XGSA

Through this open systems approach, Agencies can select from dozens of certified translation software products. Trading partners are usually able to implement their link to EDI*Net within an average of five business days.

A.1.10 Managed Virtual Private Network Services

MCI's Managed Virtual Private Network (VPN) Service provides a fully managed virtual private network (VPN) solution developed for the Commonwealth using the Internet Protocol connectivity as the foundation for secure, high performance communications between sites.

COVANET managed VPN is built upon industry standard technology (IPSec/DES/3DES) leveraging technology from industry leading vendors and will support numerous switches including Nortel and Cisco VPN switches as well as Nortel routers.

The Managed Virtual Private Network utilizes a single customer premises equipment (CPE) solution to provide both site to site and remote access IP VPN support. When paired with COVANET Frame Relay, ATM, and IP connections, COVANET Managed VPN is available with access speeds from 56 kps to 155 Mbps. COVANET managed VPN provides support for site-to-site operations and remote access VPN services.

COVANET managed VPN is based on IP routing and WAN access services. It supports a wide range of functions, including access to multiple fixed location sites, e-commerce and data centric service support, traditional Wide Area Networks (WAN) infrastructures, and data encryption. Additionally, COVANET allows selection of an ISP, which allows the use of existing broadband technologies like DSL and Cable Modems given the Internet Service Provider allows IPSEC.

COVANET Managed VPN provides the Commonwealth a dedicated encryption capability using an IP Security (IPSec) encryption standard.

COVANET managed VPN provides the following standard features:

- Fully Managed IP-based Virtual Private Network (VPN)
- MCI provides a complete turnkey VPN solution that includes the network design, configuration, installation, onsite maintenance, and ongoing management expertise to help support your VPN service requirements.
- The Commonwealth receives the capabilities of MCI's global IP network combined with standards based tunneling and encryption technologies. The COVANET Managed VPN program supports numerous switches including Nortel Contivity VPN switches and the Cisco Concentrator 3000 series switches.
- COVANET Managed VPN users can select from any of the access methods available to COVANET customers including Frame Relay, ATM, IP, and Dial-Up services. It also provides the flexibility to utilize other Internet service providers.

- COVANET managed VPN provides the following network and technical requirements:
 - COVANET managed VPN is compatible with Microsoft® Windows® 95, Windows98, Windows NT® Client and Server, Windows 2000, Windows Millennium and Windows XP. (For Remote Client Only).
- COVANET Managed VPN will support the following forms of authentication:
 - Internal LDAP
 - External RADIUS
 - Digital Certificates
- When using LDAP and RADIUS, the customer has the option of maintaining the database of users and passwords or having MCI provide that as part of the service.
- When customer elects to have MCI provide management of users and passwords using LDAP or RADIUS, only designated customer personnel will be authorized to request changes to the database. Changes can be requested by e-mail or through a secure Web interface. Changes will be made within eight business hours of receiving the request. All designated personnel will receive a confirmation of the changes.
- The local MCI support group provides your organization with circuit allocation, installation, and initial configuration for COVANET managed VPN as well as first-level customer service. MCI will also provide pro-active monitoring, on-site maintenance as well as end-user support.

a. Engineering support

MCI will meet with the customer to develop a Statement of Work (SOW) prior to implementing Managed VPN services. This SOW will outline areas of responsibility for VPN services. COVANET's VPN offerings are technically complex and not suitable for all networking scenarios. MCI will work with the customer to determine if their network will support VPN in a manner sufficient to achieve their requirements. The managed offering does not support all features of all vendors' equipment, and is not supported in all network environments. MCI will accept management responsibility for a VPN device or network only after consulting with the customer and determining the VPN solution will satisfy the customer's needs.

b. Installation Support

(1) COVANET Installed Switches/Routers

When Managed VPN services are ordered in conjunction with the VPN box from the DIT/Nortel contract, the installation will be performed by MCI with the following guidelines:

- MCI will send a configuration worksheet to the customer to gather information needed to stage and configure the box.
- The VPN box will be sent to MCI directly from the vendor for staging prior to installation.
- Before the scheduled installation, a MCI Implementation Engineer will call the customer's technical point of contact to review the configuration worksheet.
- For Managed VPN services using a COVANET provided access, MCI will coordinate the installation with the customer and other vendors such as the local phone company or router vendor.
- For Managed VPN services using a Customer Provided ISP, MCI will coordinate the installation with the customer. Coordination with other vendors is the responsibility of the customer.
- The switch will not be installed without the customer's router and network connection being up and reachable from our Network Operations Center.
- MCI will complete the installation within 3 weeks of receiving the switch from the vendor, provided the other network components are in place.
- Installations will take place during normal business hours (M-F, 8-5).
- After hours installations will incur additional charges.
- Customers are responsible for providing a phone line for "out-of-band" connections on Off-Net installations as well as space and power for the box installation.
- The Contivity box should be located in close proximity to the LAN and network connections.

- Installation will include cables up to 15 ft in length. If the LAN and/or network connections are further than 15 ft from the switch location, the customer is responsible for providing the appropriate connections needed to complete the installation.
- MCI is not responsible for the configuration of the customer's router, Firewall or any other network devices at the customer premise except the VPN switch unless the customer is subscribing to Managed Router Services as well.
- The equipment installation will include:
 - Two hours for an onsite engineer.
 - Racking and cabling equipment
 - Interactive testing with the MCI NOC
 - Verify connectivity via ping and remote access through the Network Management Platform.

After installation of the switch, MCI will perform testing on the switch to be sure the customer's network connection will support VPN communications. If a problem is identified, MCI will work with the customer, network provider, and/or equipment vendor to rectify the problem.

(2) Customer Installed Switches/Routers

When Managed VPN services are ordered for customer installed switches/routers:

- MCI will send a configuration worksheet to the customer to gather information needed to evaluate the box for Managed VPN services.
- An MCI Implementation Engineer will contact the customer's technical point of contact to review the questionnaire.
- After reviewing, verifying, and evaluating the information on the configuration worksheet, MCI will decide if the box will be accepted for Managed VPN services.

Before an Off-Net VPN switch is accepted, it must have an "out-of-band" connection installed either by the customer or by MCI at a charge to the customer and the box must have an acceptable software revision that is to be determined by MCI. Once the switch is accepted, all passwords will be changed and MCI assumes management and maintenance of the box. No routers will be managed on Off-Net connections.

c. Change Management

Change Management is included in the Managed VPN service, this is described as In-Scope or Out-of-Scope.

(1) In-Scope:

- VPN software upgrades (Only when necessary to correct a problem)
- Password management
- Configuration management (Changes can only be made by MCI personnel).

(2) Out-of-Scope:

- Customer design impacting changes that require a Statement of Work to be created.

A.1.11 Disaster Recovery Services

MCI has several disaster recovery plans to satisfy diverse requirements for the Commonwealth. MCI has implemented a plan to redirect all PVCs that terminate into DIT's 7513 to the SunGard data center. In both a test and real life situation and with the direction of DIT, MCI will move PVCs. To accomplish this transfer of services MCI has provisioned two DS-3s originating from COVANET's ATM/Frame Relay platform at MCI's Richmond operations facility and terminating to the SunGard national network POP on Parham Road.

A.1.12 MCI Managed Intrusion Detection Service

This Statement of Services details the monthly recurring services and non-recurring transition that will be provided. For all services provided, the following is defined herein.

A.1.12.1 ShadowPatrol

ShadowPatrol is a managed, monitored and maintained intrusion detection solution. ShadowPatrol supports both host and network based IDS capabilities of the supported platforms.

a. Supported Platforms

MCI will not takeover any existing customer platforms.

b. Monitoring

MCI monitors network IDS (NIDS) for security, availability and performance events, and host IDS for HIDS generated security events. MCI does not monitor anything about the host on which the HIDS is resident, with the exception of the basic availability of the host machine. The monitoring is provided via the Secure Data Agent (SDA), which acts as both an SNMP poller and SNMP trap collector. The SDA also collects log file information from the NIDS and signature alerts from the NIDS and the HIDS. The information collected is encrypted and sent to the MCI SOC for analysis.

(1) SNMP trap collection

For NIDS, MCI receives and processes SNMP traps from the IDS application and the operating system. These traps may pertain to the application, the operating system, or the hardware. Traps are sent based on significant security and performance events. The primary security events that will generate alerts are IDS signature alert violations. Performance events will generate a trap when a performance threshold is exceeded. Performance thresholds will be based on excessive CPU utilization, disk space limitations, memory limitations, and excessive paging or swap file usage.

For HIDS, MCI receives and processes SNMP traps from the IDS application only. Traps are sent based on significant security events. The primary security events that will generate alerts are IDS signature alert violations.

(2) Polling

MCI performs availability polling from the SDA to the NIDS on a recurring basis. Availability polling involves making sure the NIDS machine is up and running, each in-use and configured interface is up and passing traffic, and the NIDS application is running. Additionally, MCI polls the SDA for availability from our SOC on a recurring basis. Because the SDA does not accept ICMP packets (pings) from the Internet, availability polling is conducted by opening a connection on TCP port 22 of the SDA (utilizing secure shell).

(3) Logging

From Network-based intrusion detection systems, MCI collects syslog files directly from unix machines. MCI utilizes a utility to translate eventlog into syslog on NT based machines, and then collect the resulting syslog files. If necessary, MCI will also retrieve application log files. Logs are retrieved from the IDS by the SDA and pushed back to MCI for storage and analysis. MCI collects syslog information by streaming UDP packets from the IDS to the SDA, which collects the information into a file, encrypts that file and forwards it to the MCI's SOC at regular intervals.

c. Configuration Management

MCI performs change and configuration management of the IDS. The appropriate vendor management console is used to make configuration changes on the IDS as needed. This management console can connect directly to the device if it uses an external, publicly addressed IP; or, more frequently, will connect to the Internal IP address of the sensor using the SDA, depending on the specific configuration. MCI also manages the NIDS operating system configuration to control free disk space, memory swap allocation, boot configuration, and other functions that MCI deems necessary for smooth operation. MCI also regularly update the IDS signatures for HIDS and NIDS.

d. Maintenance

MCI performs platform and application maintenance on supported Network-based IDS platforms. MCI only provides application maintenance on host-based IDS servers, and only maintains the HIDS itself, not the applications running on the box the HIDS resides on. These services include project managing hardware break/fix (NIDS only) and applying application and operating systems (NIDS only) patches, hot fixes, and service packs, but not operating system or application version upgrades.

For hardware maintenance (NIDS only), customer must have a current contract for onsite vendor maintenance, must provide MCI with the necessary information to contact the vendor, and must have enabled MCI to open a ticket with the support provider on behalf of the customer. MCI may become aware of a hardware problem by either direct customer notification or by MCI detecting a problem and isolating the fault such that hardware is identified as the specific causal agent. When MCI has isolated the issue as a hardware problem, MCI will open a ticket with the support provider to begin the clock on the needed hardware service, and notify customer that MCI has done so. MCI will then maintain contact and act as a liaison with the support provider and the customer to track the resolution of the break/fix activity until it is complete.

MCI will perform application patches or hot fixes for NIDS, and will perform operating system patches, hot fixes or service packs on NIDS. MCI determines that an application or operating system patch, hot fix or service pack is needed either by detecting a security issue on the firewall which requires the application of a patch to mitigate, or through general routine maintenance of all customer platforms. Once the need has been determined, MCI first thoroughly tests the patch in our lab, then notifies the customer and schedules the patch application. Patch application and software upgrades are performed remotely, using the SDA to interface as necessary.

e. Data Handling and Storage

Data collected from traps, polling and syslog is normalized on the SDA, and information deemed potentially significant by MCI's automated systems is forwarded to operations for analysis. The data is normalized for purposes of cross-platform correlation and root cause analysis. This normalized event data is stored in full for one month. It is

then used to generate monthly reports, after which summary statistics from the reports are archived for future reference, and the event data is deleted. Full syslog files are retrieved and archived for Premium level customer's only, and are maintained in live storage up to a maximum period as specified in the SLA, after which point they are transferred to offline archival storage media. These files will be made available for forensic analysis purposes if requested or necessary.

A.1.12.2 SecureWatch

SecureWatch is monitoring solution for customer security infrastructure. SecureWatch collects data from the customer's firewall, VPN and IDS systems and securely sends the collected data to the MCI's SOC for analysis.

a. Supported Platforms

SecureWatch is available for any make, model, or version of Firewall, VPN or Intrusion detection system that is capable of producing SNMP traps and syslog data.

b. Monitoring

MCI monitors the security device for security, availability and performance events. The monitoring is provided via the Secure Data Agent (SDA), which acts as both an SNMP poller and SNMP trap collector. The SDA also collects log file information and IDS signature alerts. The information collected is encrypted and sent to the MCI SOC for analysis.

1) SNMP trap collection

MCI receives and processes SNMP traps from the application, the operating system and the hardware. The customer must configure the monitored device to send traps to the SDA. Traps should be sent based on significant security and performance events. The primary security events that will generate alerts are firewall rules violations, authentication failures, security policy pushes, and IDS signature alert violations. Performance events will generate a trap when a performance threshold is exceeded. Performance thresholds are specific to the platform and application and must be configured by the customer, but may include excessive CPU utilization, disk space limitations, memory limitations, and excessive paging or swap file usage.

2) Polling

MCI performs availability polling from the SDA to the security device on a recurring basis. Availability polling involves making sure the security device is up and running, and each in-use and configured interface is up and passing traffic. The customer must configure the monitored device to allow MCI to perform this

polling. Additionally, MCI polls the SDA for availability from the MCI SOC on a recurring basis. Because the SDA does not accept ICMP packets (pings) from the Internet, availability polling is conducted by opening a connection on TCP port 22 of the SDA (utilizing secure shell).

3) Logging

MCI receives syslog files from monitored devices. If the device is not intrinsically capable of producing syslog files, then the customer must install a utility to perform the appropriate translation into syslog format. Logs are retrieved from the security device by the SDA and pushed back to MCI for storage and analysis. The customer must configure the monitored device to stream UDP packets from the security device to the SDA, which collects the information into a file, encrypts that file and forwards it to MCI's SOC at regular intervals.

c. Management

MCI performs NO change or configuration management of the security device. In the event that a need for a change is recognized as a result of MCI's monitoring, a MCI representative will contact the customer's designated points of contact so that they can make the needed changes if they so choose.

d. Maintenance

MCI performs NO platform or application maintenance on any of the monitored platforms. In the event that a need for a maintenance is recognized as a result of MCI's monitoring, a MCI representative will contact the customer's designated points of contact so that they can arrange for the necessary maintenance.

e. Data Handling and Storage

Data collected from traps, polling and syslog is normalized on the SDA, and information deemed potentially significant by MCI's automated systems is forwarded to operations for analysis. The data is normalized for purposes of cross-platform correlation and root cause analysis. This normalized event data is stored in full for one month. It is then used to generate monthly reports, after which summary statistics from the reports are archived for future reference, and the event data is deleted. Full syslog files are retrieved and archived for Premium level customers only, and are maintained in live storage up to a maximum period as specified in the SLA, after which point they are transferred to offline archival storage media. These files will be made available for forensic analysis purposes if requested or necessary.

A.1.12.3 OverWatch

a. Supported Platforms

OverWatch is available for any customer networked-device that is capable of producing SNMP and syslog information.

b. Monitoring

MCI monitors the device for security events only. The monitoring is provided via the Secure Data Agent (SDA), which acts as both an SNMP poller and SNMP trap collector. The SDA also collects log file information and alerts. The information collected is encrypted and sent to the MCI SOC for analysis.

1) SNMP trap collection

MCI receives and processes SNMP traps from the application and the operating system. The customer must configure the monitored device to send traps to the SDA. Traps should be sent based on significant security events. The definition of serious security events will vary from device to device, and will be fully defined during the transition phase, but will typically include authentication failures and rules violations.

2) Polling

MCI performs availability polling from the SDA to the device on a recurring basis. Availability polling is limited to making sure the monitored device is up and running. The customer must configure the monitored device to allow MCI to perform this polling. Additionally, MCI polls the SDA for availability from our SOC every 5 minutes. Because the SDA does not accept ICMP packets (pings) from the Internet, availability polling is conducted by opening a connection on TCP port 22 of the SDA (utilizing secure shell).

3) Logging

MCI receives syslog files from monitored devices. If the device is not intrinsically capable of producing syslog files, the customer must install a utility to perform the appropriate translation into syslog format. Logs are retrieved from the device by the SDA and pushed back to MCI for analysis. The customer must configure the monitored device to stream UDP packets from the device to the SDA, which collects the information into a file, encrypts that file and forwards it to the MCI's SOC at regular intervals.

c. Management

MCI performs NO change or configuration management of the monitored device. In the event that a need for a change is recognized as a result of MCI's monitoring, a MCI representative will contact the customer's designated points of contact so that they can make the needed changes if they so choose.

d. Maintenance

MCI performs no platform or application maintenance on any of the monitored platforms. In the event that a need for maintenance is recognized as a result of MCI's monitoring, a MCI representative will contact the Commonwealth's designated points of contact so that they can arrange for the necessary maintenance.

e. Data Handling and Storage

Data collected from traps, polling and syslog is normalized on the SDA, and information deemed potentially significant by MCI's automated systems is forwarded to operations for analysis. The data is normalized for purposes of cross-platform correlation and root cause analysis. This normalized event data is stored in full for one month. It is then used to generate monthly reports, after which summary statistics from the reports are archived for future reference, and the event data is deleted. Full syslog files are retrieved and archived for Premium level customers only, and are maintained in live storage up to a maximum as specified in the SLA, after which point they are transferred to offline archival storage media. These files will be made available for forensic analysis purposes if requested or necessary.

A.1.12.4 Authentication and Access Control

MCI will issue SecurID key fobs to our Customer's for authentication and access control. These key fobs are required to access information about and make changes to any MCI Managed Intrusion Detection services.

a. Key Fob Quantity

MCI will issue a maximum of two (2) key fobs per service (for example, ShadowWall and LiveWire = 4 key fobs). Note that this is per service, not per service instance; so 10 NIDS under ShadowPatrol still only get two key fobs.

b. Key Fob Assignment

MCI will request a primary and secondary point of contact during the transition process. A key fob will automatically be assigned to each of these two points of contact. If the Commonwealth should require additional key fobs, they may request them, up to the total allocated based on services purchased. For each key fob requested, MCI will

require a specific person to be assigned, and VITA will need to provide full contact information for that person.

c. Key Fob Function

The key fobs are used to provide authentication to MCI for purposes of viewing information or making service requests. They are required to access MCI's IDS web portal, which can be used to view reports and ticket status, open or modify tickets, or access intelligence services. The key fobs are also used as a means of authentication when MCI needs to verify that the person calling or otherwise contacting us is in fact who they say they are, and is an authorized agent for their company. Anyone with a key fob can request changes to or information on any IDS service to which their company is subscribed with MCI. If VITA has a service subscription that includes fee-based functions such as pay-per change requests, anyone with a key fob for that organization must be authorized to incur charges on behalf of the Commonwealth under the terms of the fee-based service.

d. Customer and Replacement Fobs

If VITA wishes to have more key fobs than are provided with the service, or if the customer needs a replacement fob for any reason, then VITA can request customer or replacement fobs from Three Pillars. Such customer or replacement fobs will incur a charge to the customer of \$258.00 per fob, and Three Pillars will generally provision and send the fobs within 48 hours of VITA request.

A.1.12.5 Secure Data Agent

In order to support any of the monitoring or management services, MCI deploys rack mount customer premise equipment (CPE), known as a secure data agent (SDA). The SDA is a vital part of our service delivery, and enables our services to be provided in a secure and scalable manner. The SDA is also a key component of the fundamental architecture for MCI, as it allows us to push monitoring functionality and preliminary analysis to the customer's site. As MCI distributes capability, MCI can provide preliminary analysis of the customer data and raise critical alerts more quickly back at the operations center.

a. Hardware Specification

The hardware specifications are carefully considered in order to provide the maximum availability in a deployable configuration that can support our availability requirements. The current SDA is based on a dual processor capable Intel motherboard with a single Pentium III processor running at 933mhz. A second processor can be installed to support large device counts (greater than 30 devices), or it can be field upgradeable if necessary. The motherboard utilizes the Intel ServerWorks SE chipset for enhanced throughput and server optimization. Our initial configuration starts with 512mb RAM, which is also field-upgradeable.

In order to support higher availability requirements, hardware redundancy has been specified wherever possible. Since MCI insists on having dual power supplies, MCI has to use a 2U rack mount configuration. In addition to the Ethernet interface on the motherboard, MCI installs a quad-fast Ethernet adapter. The unit comes with two SCSI hard drives running in a software-based, RAID-1 configuration. The configuration utilizes two separate SCSI channels for the hard drives to provide a performance boost as well as enhanced fault tolerance.

In addition to these precautions, the unit is also configured with an internal modem configured to dial back to our SOC in the event of a fault or incident that impedes our ability to connect securely over the Internet. MCI also has the ability to use the serial interface on the SDA to connect to the console port of a Linux or Solaris managed device for console access, if needed.

b. Secure Data Agent Configurations

ProLiant DL380R02 P1.40GHz-512KB
256MB 133MHz SDRAM DIMM Memory (2x128MB)
2 x 18.2GB Pluggable Ultra3 SCSI 10K 1 Universal HDD
Redundant Hot Plug Supply Option Kit (DL380 G2)
Redundant HP Fan Option Kit - DL380

c. Software Specification

MCI provisioning team currently installs a tailored version of Red Hat Linux v7.1. This distribution utilizes the 2.4.2 kernel, but MCI compiles an optimized version from the 2.4.9. By compiling our own kernel, MCI disables unneeded kernel parameters and streamline performance. For example, the standard distribution enables verbose SCSI logging, which causes a noticeable performance impact when running our RAID-1 configuration. MCI only enables the required networking and hardware drivers, and where possible, use loadable modules to minimize kernel memory consumption.

All of the applications deployed on the SDA utilize Open Sources software, with Perl being our primary development language. Perl allows us to modify and deploy enhancements much more quickly than with traditional languages; however, as MCI monitors and tracks the performance of its software, MCI may optimize utilizing other languages for specific functionality.

After building the SDA for deployment, it is provisioned for a specific VITA user or agency. This process involves pushing customer device configurations and device IDs to the SDA so that collected data may be differentiated across its customer base.

MCI is continually re-evaluating the packages and kernel versions and options that are available in order to provide the maximum balance of functionality and stability for its SDA configuration.

A.1.12.6 Disaster Recovery On-site Service

MCI will deploy a Security Engineer to VITA's disaster recovery facility for the purpose of installing the IDS equipment and re-provisioning the MCI ShadowGuard service.

The Security Engineer shall:

- Install the IDS systems upon the network
- Update the operating systems, IDS application and signature set for the Network Intrusion Detection Sensors, and
- Design and install the MCI SOC to manage and monitor the IDS

MCI will test and configure the Shadow Patrol IDS services required for VITA's disaster recovery site and will set up and configure.

MCI will upload any maintenance patches needed to keep them current via standard dial-up Internet connection. Following initial installation and set-up, physical access would be required only for the hardware maintenance in the event of a hardware failure. MCI will require dial-up Internet connectivity to the IDS devices to update them.

MCI will assist with annual Disaster Recovery test if requested by VITA. MCI recommends that the service actually go live periodically to ensure its usability during an actual disaster. MCI will support this test once a year.

DR Monthly Shadow Patrol Service – At the time of disaster, VITA would need to identify network segments to be monitored. The MCI SOC will be responsible for transition and working with the agency to turn up the service.

A.1.12.7 Reporting

Reporting is provided to VITA on a regularly scheduled basis, with interval and report detail determined by the customer service level. Reports are provided electronically in PDF format, and are available for review or download from the MCI's Secure Web Portal.

a. Standard Reporting

At the standard service level, reports are provided monthly. Each report contains the following topics:

1) Executive Summary

- General status – A summary of the overall service and threat levels

- Activity highlights – A summary and breakdown of the number and types of events recorded
- Service Status – An overall service availability and performance review
- Service summary – A summation of what services the VITA currently subscribes to
- General contact information – The contact tree MCI uses in case of an event.

2) Service Specific

- Device summary – An overall summary of the security, health and performance of the device
- Activity report – A summary of suspicious activity discovered, and actions taken in response
- Health report – Health indicators of the device
- Event report – Statistics on the number and severity of events, as well as the mean time to resolve
- Change report – Summary of changes made to the IDS, including source
- Device information – Summary of device, software, patch levels, etc.
- Device Maintenance – Summary of maintenance activity and scheduled maintenance windows.

3) Enhanced Reporting

At enhanced reporting level, detailed reports are provided monthly, and summary updates are provided weekly. The monthly reports include all of the same information available for the standard service level, plus the following additional categories:

(a) Additional Monthly Report Data

- Historical Trending – Graphing of monitored events noting trends across the last 3 months worth of activity
- Collective Intelligence – A special summary report will be created that summarizes information and activity across all of VITA's services that are at enhanced or premium service levels. This report will track trends and patterns across customer's pool of applicable devices and services, and compile information from different sources to allow cross-platform analysis. Additionally, benchmark data will be provided showing VITA's security event activity relative to the security event activity of the rest of our customer base.

(b) Weekly Report

Enhanced customers will be provided a weekly summary report covering any serious event or alert activity documented by MCI. This report will be provided via email to the designated primary VITA POC.

4) Premium Reporting

At premium reporting level, detailed reports are provided monthly, and summary updates are provided daily. The monthly reports can be customized to the Commonwealth's requirements, within the limitations of our system, data and reporting capabilities. During the transition phase, VITA will be given an opportunity to tell MCI what types of customization they would like in their monthly reports. MCI will evaluate VITA's design requirements and return a proposed report template for customer approval. After the completion of the transition phase, VITA can request reporting changes as a change request. MCI will evaluate the feasibility of the proposed reporting change and provide an answer as to whether MCI will be able to support it within 96 hours. The actual change will be implemented as quickly as possible, not to exceed 30 days from approval of reporting change request. By default, the monthly report will include all of the same information available for the standard and enhanced service levels.

(a) Daily Report

Premium customers will be provided a daily summary report covering any serious event or alert activity documented by MCI. This report will be provided via email to the designated primary customer POC.

A.1.13 Enterprise Security Service

MCI Enterprise is a comprehensive security assurance and certification program that addresses all aspects of pro-active information security, from network and system analysis to physical and policy inspection. The program integrates multiple security practices and procedures to help VITA identify and mitigate risk to critical IT assets, and then assists VITA in maintaining an essential level of security "health" across its enterprise. Compliance with MCI's set of Essential Security Practices results in industry-recognized certification, providing VITA with confidence and assurance that its mission-critical e-business systems, networks, applications and physical environments are protected against all forms of threats. **See Attachment L for details of the service.**

A.2 VOICE COMMUNICATIONS SERVICES

A.2.1 Outbound Long Distance

a. Access Considerations

MCI provides the Commonwealth access to its Network over a variety of access means, whether Centrex or PBX access trunks or Business Telephone Line environments. The pricing is a flat rate and is determined by the type of access and egress used.

b. Utilization of Long Distance Service in Centrex Environments

The Centrex Automatic Route Selection (ARS) feature is used to access the MCI long distance network to place outbound long distance calls. The Service objective of P.01 or better will be met, once the call has accessed the MCI network.

c. Utilization of Long Distance Service in Legacy and LAN Based PBX Environments

MCI uses the On-Net long distance service at all VITA locations that are currently in a PBX environment. Access is achieved either via dedicated T3, dedicated T1, Digital Gateway or ISDN PRI trunks. Should the routing software of the PBX be unable to access a dedicated access facility, the call will be routed to a LEC trunk, which is an independent function of the premise-based equipment. Should the PBX not have the capability to route calls to multiple access types, the users will dial a specific access number. In either situation, MCI will carry the long distance call. Commonwealth users may dial either a 10 digit call, a 1+10 digit call, a 011+ international bound call or a private dialing plan number, that has been pre-established by the Commonwealth and/or that using entity.

d. Utilization of Long Distance Service in Business Telephone Line Environments

MCI accommodates end-users within the Commonwealth that utilize business telephone lines to access the MCI long distance network. Users may access the network by multiple dialing methods, included 1+NPA+NXX+XXXX, 0+, IDDD as well as 1+700+NXX+XXXX private dialing numbers. MCI uses a single PIC code (222) to carry voice traffic over its network. It has the ability to turn up a switched location using business telephone lines in as few as 3 business days.

e. Outbound Long Distance Features:

- 1) Choice of Access Types
 - a) Dedicated Access Lines for traffic that originates and/or terminates on dedicated access facilities provisioned to the customer's site by MCI or ILEC, on MCI's behalf (This also includes customer-provided access.)
 - b) Switched Access (ANIS) for traffic that originates and/or terminates on independent local exchange carrier (other than MCI) owned and operated facilities
 - c) Local Network for traffic that originates and/or terminates on MCI-owned and operated local facilities

- 2) Accounting/ID Codes- Agencies can use Accounting Codes for cost management purposes.

Users are prompted for a code after dialing the phone number. A code must be entered to complete the call. Accounting/ID Codes can be placed on DAL groups or ANIs.

- 3) 10/15- Digit Restriction- Specific individual 10- or 15-Digit unauthorized phone numbers can be blocked from being called. This feature cannot block calls to 800 or 900 numbers.
- 4) Range Privileges (Customized/Universal)- Universal Range Privileges allow Agencies to assign calling range privileges to employees. Customized Range Privileges give Agencies the ability to select which foreign countries their employees may call:
 - Range 0 = Local calls (No On-Net calls).
 - Range 1 = On-Net numbers (7, 10-digit, and Variable Length Private Dialing Plan numbers).
 - Range 2 = Range 1, plus 10-digit off-net numbers in the U.S. (including AK and HI).
 - Range 3 = All ranges/all calls (On-Net Cards excludes high fraud international locations*).
 - Range 4 = Range 2, plus all North American Numbering Plan locations. No 011+ calls.
- 5) Private Dialing Plans- can be either 7-Digits or 10-Digits. Dialing Plans can force calls onto DAL terminations for a lower cost per minute, without user intervention.
- 6) Toll Free Remote Access- Provides service to traveling employees who must place private dial plan calls.

- 7) Calling Station Identification- Easily identifies the originating extension of each outbound call from PBX or Centrex locations, thereby improving cost allocation and control.
- 8) Global Voice VPN Services- Outbound voice product providing both national and international Virtual Private Network (VPN) services from an Intelligent Networking architecture. Link their worldwide sites together for transmission of voice, fax, and low speed data traffic. VPN is considered "virtual" because it is software-defined and managed, whereas actual private network is hardware managed.
- 9) Instant/Virtual Ringdown- provides a quick connection between two sites without having to dial digits. This Ringdown can only originate on a DAL. However, termination may be dedicated or switched.
- 10) Network Call Redirect- Controls potential congestion of calls by sending overflow calls to a pre-determined alternate routing group via a customer-defined Routing Table, when the intended call termination is busy.
- 11) Point of Origin Routing- Enables an Agency to designate an alternative DAL by overriding the DAL specified in the dialing plan. The Data Access Point (DAP) overrides the DAL specified in the dialing plan based on the originating switch and intended terminating switch.
- 12) Remote Exchange/Virtual FX- provides a local identity even when the terminating location is remote and/or centralized. Central Office sends the call to the MCI switch. The number is converted at the switch to the specified Dialed Digits. The switch then queries the DAP for routing instructions to terminate the call (distant end).

A.2.2 Inbound Domestic Toll Free Service

A.2.2.1 Inbound Domestic Toll Free Services

MCI Toll Free service provides Toll Free inbound calling over the MCI network. Toll-free calls use MCI's enhanced product offerings.

a. Features:

- 1) **Network Call Redirect-** Agencies can control potential congestion of calls by sending overflow calls to a pre-determined alternate routing group (Dedicated Access Termination or Business Line Termination) via a customer-defined Routing Table when the intended call termination is busy.

- 2) **Percentage Allocation Routing** - Percentage Allocation Routing distributes callers of a toll free number to two or more answering locations, based on a your designated percentage distribution. This feature provides MCI Toll Free customers with the ability to route calls based on staffing levels or available trunks.
- 3) **Geographic/Point-of-Call Routing**- Point-of-Call Routing allows calls made to a single toll-free number to terminating at different locations based on each call's point of origin (defined by international toll-free country, state, area code or area code and exchange).
- 4) **Call Area Selection/Tailored Call Coverage**- Block incoming calls from one or more specific originating areas at the domestic NPA or state level
- 5) **Day-of-Year/Holiday Routing**- Calls to a single toll free service telephone number can be routed to different locations based on the day of the week or a customer-specified holiday or key event.
- 6) **Time-of-Day/Time Interval Routing** -Based on the time of day, this allows calls made from a single toll free number to terminate at different answering locations. It also provides Agencies with the ability to accommodate after-hours traffic.
- 7) **Day of Week Routing** -Agencies can establish a different routing arrangement for each day of the week, with a maximum of seven-day types. There must have at least two locations for this routing feature to be applicable.
- 8) **Dialed Number ID Service (DNIS)** -Agencies with multiple inbound service telephone numbers terminating in the same location can identify the specific toll-free service telephone number which was dialed by the calling party. DNIS is available to Dedicated terminations only.
- 9) **Supplemental Codes** -Provides a means to track and control toll-free calls by assigning a specific number (up to 11-digits) that must be entered after dialing the toll-free number. Two types of supplementary codes are available: Account Codes and Identification (ID) Codes. With ID codes, the calls are not completed until the switch verifies the codes for accuracy. Account Codes are not verified by the switch.
- 10) **Toll Free Reporting**- Comprehensive traffic statistics give customers important information about calls placed to VITA toll-free numbers. Traffic Reporting allows VITA to access both statistical and call detail information, each within just five minutes of a call attempt. This information can be used to:
 - Monitor network performance
 - Reduce long hold times

- Manage agent staffing requirements
 - Manage telecommunications resources
- 11) **Real Time ANI**- Receive the telephone number of the calling party as a component of call setup. ANIs can be transmitted via Multi-Frequency (MF), Dual Tone Multi-Frequency (DTMF), or ISDN PRI format.
- 12) **Extended Call Coverage** – Allows origination of calls from Canada.
- 13) **Cross Corporate Identification Routing (CCID)** -This feature allows Agencies to route their toll-free calls to another service termination not on the same corporate ID, due to an increase in call volumes, lack of staffing, or lack of facilities to manage their toll free calls. CCID can be used in conjunction with all MCI Toll Free routing features. MCI will deliver the invoice for traffic routed through CCID to the billing address of the inbound service Corporate ID of the location at which calls are terminated, or to the customer-of-record of the inbound service.
- 14) **Exchange Routing**-This feature allows an Agency to define two or more originating routing groups and to arrange calls to a single toll-free number placed from different routing groups will terminate at different locations. A routing group can consist of any combination of domestic NPA/NXXs.
- 15) **Alternate Routing**- Pre-defined alternate routing arrangements can be activated upon command in the event of an emergency such as power outages, natural disasters or other service disruptions. Agencies can pre-define up to 99 alternate routing plans. There must be at least two different locations for this routing feature to be applicable.
- 16) **Disconnect Message Referral (DMR)**- Agencies who disconnect or change a toll free number can request a recording that either informs callers that the toll-free number has been disconnected, refers calls to a new number, or refers callers to a new number with an option to extend the caller to the specified destination. The call may either terminate after the message announcement or proceed to another function. *This referral will be active for 90-days.* After 90-days it must be re-activated, or it will expire. The new number that callers are referred to can be another toll free number, a local number or a long distance number.
- 17) **International Toll Free (UIFN, Global Business Line)**- An added feature of International Toll Free Service (ITFS). Universal International Freephone Numbers Service allows a caller to dial a Freephone (toll free) number from a participating country by dialing the international access prefix followed by non-geographic country code of 800 and eight customer specific-digits.
- 18) **Multi-Manager/Multi-Carrier Service** - Allows agencies to split their traffic between two or more IEX Carriers. MCI must be the controlling Resp Org

(Responsible Organization) of the toll-free number(s) for this feature to be offered. It is the industry's first Integrated Management Service that allows customers to take advantage of a multiple carrier network.

b. The typical sequence of call processing events is outlined as follows:

- A public network caller dials an 800, 888, 866 or 877 Toll Free number, accessing a LEC subscriber switch.
- The LEC accesses its 800 Service Management System (SMS) database to determine the carrier of record for the number dialed.
- Upon determining that MCI is the assigned carrier, the LEC passes the call to MCI over existing FG-D switched access facilities. In most cases, SS7 signaling is used between the LEC and MCI Class 3 switches.
- The MCI Class 3 switch queries a DAP for routing instructions for the call. The call is routed to either a dedicated access trunk group or translated to terminate to a public network number over LEC facilities.
- The MCI switch initiates a CCS7 signaling message to establish a DS0 circuit connection to the destination Class 3 or LEC switch.
- The end-to-end circuit connection is established.

If network-based intelligent features such as voice response menu prompting are ordered, the call is connected to an Enhanced Service Platform before it is passed to the destination. MCI uses several platform types with varying specialized capabilities, such as menu routing, message announcements, database routing, Speaker Independent Voice Recognition (SIVR), Call Redirection, and Network Queuing. For instance, the Next Generation Service Node (NGSN) supports MCI's most advanced Toll Free features such as network queuing; other platforms may also be used depending upon the subscribing agency's application.

MCI Toll Free service provides connection from on- or off-net locations through the LEC to MCI's POPs.

MCI's Toll Free service provides extensive control over the real-time routing of the network. The MCI Toll Free portfolio includes advanced routing and termination features, International Toll Free service, management support, information management tools, and Enhanced Voice Services. All toll free numbers receive a free listing in the national Toll Free Directory Assistance Database.

c. MCI Toll Free Additional Facts

MCI furnishes the ability to terminate multiple Toll Free numbers on a single line, allowing the Commonwealth to support more than one Toll Free application.

With MCI Access Integration, dedicated digital or analog access lines can carry both inbound and outbound traffic over the same channel. Additionally MCI provides Toll

Free Digital Service that allows the Commonwealth to use the same Toll Free number for voice, video and image applications.

A.2.3 Inbound Toll Free “800” Service- Based Voice Processing Services

Interactive Voice Response

MCI Enhanced Call Routing (ECR) is a network-based IVR using toll free service. ECR uses a combination of the caller's menu choices, the originating ANI, time of day, database lookups, caller-entered digits, and optional advanced ICR Integration to determine where to terminate the call. If callers need to talk to another department to conduct further business, they can be transferred directly to that department through ECR without having to make a new call and without tying up company ports.

a. Features:

Menu Routing. Enables callers to choose the path to reach a specific person, department, location or message announcement.

1) Recorded Announcements

- a) **MCI Message Announcement.** With ECR Message Announcement, the caller hears a pre-recorded promotional or informational message prior to, during, or after the call is routed to the caller-selected destination. Message Announcement gives users the ability to provide timely information to their callers. This feature may meet the callers' needs without further routing or provide additional information during call processing. It also lets MCI answer their calls during peak periods and hold the calls in the MCI network for up to one minute. No DTMF input is required.
- b) **MCI Remote Audio Update.** Remote Audio Update allows users to make real-time (within 15 minutes) updates to their audio messages that callers hear. Using their assigned ID number and Password, customers can dial into their application message and modify or review it.

2) Database Prompted Call Routing

- a) **MCI Standard Database Routing.** This feature enables calls to be automatically routed to the appropriate destination based on a customer-designed database of the caller's phone number (ANI), time of day, day of week, or caller-entered digits (CED) such as ZIP code or account number

- b) **MCI Advanced Database Routing.** Advanced Database Routing works similarly to Standard Database Routing, but is more complex. Advanced Database Routing provides MCI customers with the ability to make real-time updates to their own internal database records

3) **Text-to-Speech**

The capability to generate speech through the use of pre-recorded messages based on data contained in a database.

4) **Multiple Language Support**

English and Spanish are standard offerings of ECR voice talent. Other languages are also available for a slightly higher cost.

5) **Supervised Call Routing**

MCI Announced Connect. Sometimes referred to as "whisper," Announced Connect provides a customized message to the called party before the caller is connected, alerting the called party with certain information about the caller (i.e., account number, ANI). Announced Connect can also alert the called party as to the nature of the call and can allow pre-access of pertinent customer/caller records or other stored information

6) **Release Link Call Transfer**

MCI TakeBack and Transfer (TnT). This feature allows the called party to transfer a call to another location or to give control of the call back to the caller to make additional call routing selections

7) **Busy Line/Ring No Answer Redirect Routing**

MCI Busy/No Answer Rerouting (BNAR). If a call reaches a busy signal or is not answered within a specified time (number of rings), BNAR automatically reroutes the call to a pre-specified alternate location or recording.

8) **Caller Redirected Calls**

- a) **MCI Caller TakeBack.** Caller TakeBack allows a caller to return to the ECR menu to make additional call routing selections, or can access "hidden" menus not available during the initial selection process.
- b) **MCI Host Connect.** Host Connect is an enhancement to the ECR product line that allows the ECR platform to connect to a customer's data

management system. It provides communication between the caller and data at the customer site through the MCI network.

A.2.4 Translation Service

COVANET offers Translation Services to enable English-speaking users to communicate with others who speak a foreign language, or use English as a second language. The following features are provided:

- 24 hours a day x 7 days a week availability
- 200 languages supported
- Certified interpreters with industry specific backgrounds (i.e., advertising, aerospace, banking, computers, electronics, engineering, entertainment, insurance, legal, medical, and more)
- Access via MCI Toll Free Service at COVANET dedicated termination rates

A.2.5 T-1 Digital Gateway Service

MCI Digital Gateway service provides high capacity dedicated T-1 access/egress from COV premises to the serving MCI terminal with a capacity equivalent to 24 individual special access channels. This service can be configured to support data, voice, or a combination of data and voice applications. The digital gateway access provides a dedicated connection to the public network and the Commonwealth's own private network. It can be used in conjunction with a combination of the following services: Frame Relay, ATM, 800, On-Net, Private Line and Voice services. Equipment will be required at the customer premises to terminate the T-1 facility; the type of equipment required will depend on the services being requested.

A.2.6 Operator/ Public Payphone Service (Commission Plan)

Operator / Public Payphone Service provides for the payment of commissions to the Commonwealth on domestic and international long distance calls that originate from state-owned phones as well as state public payphones where the caller requires the assistance of an operator to complete the call.

Commissions will be paid on "0+" calls where the caller is assisted by an operator to place a station-to-station call, person-to-person call, collect call, or wishes to have the

charges for the call billed to a third party's telephone number. These commissions will be paid to enrolled service locations, based on the operator assisted call revenue. Payphones enrolled in the Operator Service Pay-phone commission plan are located on state premises.

Operators are accessible 24 hours a day, seven-days-a-week. The following list outlines the operator services that are available to the Commonwealth.

- Assistance for domestic and international station-to-station, person-to-person and directory assistance calls.
- Operated-assisted dialing to all international terminations and international general assistance.
- Foreign language assistance in Arabic, Hebrew, Polish, Cantonese, Hindi, Portuguese, Czech, Italian, Romanian, English, Japanese, Russian, French, Korean, Spanish, German, Mandarin, Tagalog (Philippines), and Vietnamese.
- Direct transfers to MCI Customer Service for credit information, miscellaneous assistance, and trouble reporting.
- Operators can provide rate quotes for all operator-assisted call types. Quotes are based on call type, distance, duration and time of day.
- Dialing instructions to access another carrier or to place local or long distance operator-assistance calls.
- Connection to emergency services (fire department, police, ambulance, bomb threat and poison control).
- General assistance such as dialing instructions, area codes, country codes and city codes and time of day information (across time zones worldwide)

MCI provides Value Added Operator Services for Premise Owners. MCI will distribute commission earnings at multiple organizational levels within the Commonwealth, from agency to individual facilities and satellite locations. Additionally, MCI provides detailed service reporting to enhance the ability to efficiently manage telecommunications services. MCI can distribute this reporting to multiple organizational levels with varying degrees of detail.

A.2.7 Calling Card Service

MCI's domestic and international calling cards offer the Commonwealth a convenient and easy method of communicating when out of the office or the country. The MCI Calling Card offers standard calling card capabilities such as number re-origination, range privileges- that allow the calling areas to be completely customizable for fraud and or expense control, and private dialing plans.

MCI Calling cards offer card portability, which allows users to port an existing competitor card number to MCI. Card Selectability allows customers to choose the length of the calling card number. Card Numbers can be between 7,8,9 or 10 digits long, plus a 4 digit PIN number.

In addition MCI Calling cards offer additional enhanced features such as speed dialing, conferencing, News Flash, MCI Messenger, customer service access, dialing instructions and MCI Paging access.

MCI Calling cards are sent to VITA in an inactive state and are then activated by VITA by dialing into the customer configuration management system. The cards will be provisioned as outlined in Attachment C Section 5.

Private Label and Custom Cards- If Agencies want to have a unique look for their cards, they can create a private label card – where MCI will add their department logo to the front of the calling card, or a custom card – with artwork that the Agency provides. Private Label cards can be ready in four weeks and can be ordered in any quantity. Custom cards are ordered in quantities of 1,000.

A.2.8 ImagePort Fax Service

MCI provides an ImagePort Fax Service product that allows traditional fax and integrated Web technologies such as Internet-based fax management, list creation and maintenance, tracking and administration. This service enables sending to and from fax machines, e-mail, mainframe systems, and the ImagePort Web page. ImagePort supports virtually any type of fax application including desktop-to-fax, broadcasts, customized documents, and faxing on demand via a document library. This service includes:

- Standard Outbound Fax – Users can send individual fax messages, or broadcast the same document to thousands, from their desktop.
- Custom Outbound Fax – Recipient-specific data is received from the customer and applies that data to the customer's forms or documents, and faxes it directly to the recipient's fax location.
- Inbound Fax – The service automatically receives each fax sent to the customer's toll free number, reformats it as appropriate for its customer-specific delivery destination, and routes it there. Standard delivery destinations include fax machines and email addresses.

Overview

ImagePortSM + Fax is a fully managed, IP-enhanced outsourcing solution for all COVANET customer's inbound and outbound fax needs. It supports traditional fax and integrated Web technologies (Internet-based fax management, list creation and maintenance), as well as tracking and administration. With this service, COVANET customers can send to and from fax machines, e-mail, mainframe systems, and the ImagePort Web page. ImagePort supports virtually any type of fax application including desktop-to-fax, broadcasts, customized documents, and faxing on demand, via Document Library.

With ImagePort Standard Outbound Fax service, COVANET users can send individual fax messages or broadcast fax messages to as many as 10,000 recipients from the desktop. This standard setting provides complete Web-based capabilities and reporting tools, and multiple message submission and access methods. It is designed for sending high volumes of time-sensitive messages.

ImagePort Outbound Custom Fax service is designed for users who use a standard form or document background, but require personalized or customized text (or graphics) for each recipient. Examples include account statements, invoices, health and dental claims, or purchase orders. COVANET users store their forms or documents on ImagePort in electronic format. Once the forms are in place, they initiate outbound fax delivery by sending files that contain each recipient's specific information and/or data for the stored forms or documents. MCI then integrates the recipient information and the form into a document tailored for the recipient, and sends it out instantly as a fax. The service acts as an electronic stationery cabinet and a virtual printing, processing and delivery system.

ImagePort Document Library stores documents that are available 24 hours a day. Through the use of an automated menu, documents may be faxed to the requestor.

A.2.9 Prepaid Calling Cards

The Prepaid Card is a product that allows the Commonwealth customers to make long distance phone calls using prepaid minutes, rather than being billed after the minutes are used. The cards are programmed with a predetermined amount of phone time on each card. The phone time of each card is referred to in minutes or units. One minute of calling within the U.S. costs one unit, and one minute of calling outside the U.S. could cost multiple units, depending on the country called. Because the cards are bought in advance, no usage invoices are created.

a. Site Installation

Site Owner agrees to allow MCI to install vending machines on Site Owner's property for the purpose of dispensing MCI PrePaid Cards. MCI may elect to remove machines or install additional machines, if in MCI's discretion, such installation or removal is warranted based on sales. The installation of additional machines or removal of machines will not alter Site Owner's obligations under this agreement. Site Owner shall not obtain any ownership rights in the vending machines provided by MCI.

The vending machines shall be installed indoors, in a safe, secure and weather protected area with prior site approval of Site Owner and MCI at no cost to Site Owner. Unless otherwise agreed, the vending machines shall be maintained and repaired by MCI's service provider at no cost to the Site Owner. However, the Site Owner shall

supply electric power for the vending machines and access to such machines whenever necessary for MCI's service provider personnel.

b. Price/Commission

Site Owner shall remit to MCI the rate as indicated in B.2.9 which will be represented in an equivalent dollar value on the card, without regard to whether the MCI PrePaid Card is distributed to End Users. Site Owners may deduct from such payments a commission to which Site Owner is entitled and shall pay to MCI an effective rate as set forth below.

- 1) Nothing in this agreement shall prohibit Site Owner from sharing its commission, in whole or in part, with End Users in order to promote its own business needs or objectives. In such event, the MCI tariffed rate paid by an End User will consist of the amount actually paid by the End User to the Site Owner, plus an amount equal to the "shared commission" (or the amount equal to the difference between the MCI tariffed rate and the amount actually paid by the End User to the Site Owner for the MCI PrePaid Card.) Site Owner may not charge End Users a rate in excess of MCI's tariffed rate, which may be changed from time to time by MCI.
- 2) Site Owner shall be responsible for all aspects of collection of MCI Prepaid revenues from End Users.
- 3) From time to time, governmental or other regulatory authorities may require MCI to collect or pay amounts not covered by the rates and charges set forth herein. Upon notice to Site Owner, MCI may adjust its rates and charges to recover such amounts.

c. End User Call Rates

- 1) End User rates will vary by country.
- 2) Each End User completed call using an eXpress! Card will incur a surcharge that will vary by country.
- 3) End Users making calls from payphones will incur a payphone use charge for each completed call in accordance with the Tariff
- 4) Full minute rounding and rounding to the closest whole cent per call will apply.
- 5) End User call rates and features are subject to the Tariff, which MCI may change from time to time. MCI reserves the right not to pre-activate any PIN's that are not pre-activated prior to a change in End User rates or features.

d. Fulfillment/Activation/Expiration

MCI shall design, produce, print and distribute MCI prepaid and associated fulfillment packages to Site Owner. Site Owner is responsible for maintaining and stocking the vending machines.

Each order for MCI prepaid must equal or exceed one hundred fifty dollars (\$150.00), net of any invoiced amounts for taxes, surcharges or fulfillment or shipping-related charges, per location to where cards are to be shipped.

MCI will pre-activate the MCI prepaid and make it ready for distribution to End Users. Within twelve (12) months after such pre-activation, the End User must activate the MCI prepaid by calling a toll free number printed on the card and entering the PIN. Site Owner must distribute MCI prepaid in a manner that provides End Users a reasonable opportunity to activate their MCI prepaid. MCI prepaid will expire and cannot be used by End Users to obtain telecommunications services or enhanced services twelve (12) months after activation by the End User.

e. Marketing

Site owner shall permit MCI to place a reasonable amount of advertising and/or promotion materials.

f. Definitions

- 1) "Affiliate(s)" of a party or other entity refers to a corporation, partnership, joint venture or other entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such party or other entity.
- 2) "End User" refers to any individual who has purchased or otherwise received lawfully MCI prepaid from a Site Owner in accordance with the terms of this Agreement.
- 3) "Fulfillment" refers to the printing and packaging of MCI prepaid in card form with instructions, terms and conditions affecting use.
- 4) "MCI Prepaid" refers to MCI's eXpress! Card, an MCI branded prepaid international surcharge calling card product and MCI branded unit based prepaid calling card product, which provides End Users with long distance calling value in the amount specified in the card's front in U.S. dollars for use in making long distance calls on MCI's network and/or accessing Enhanced Services. Calls can originate domestically and terminate domestically or internationally.
- 5) "PIN" refers to each unique numeric code that is necessary for End Users to access MCI prepaid for usage.

g. MCI Obligations

MCI shall provide the long distance network via which service is provided, and twenty-four (24) hour call completion support. In addition, MCI shall provide End User with customer service as set forth in the Tariff.

MCI shall provide designated toll-free numbers and the systems necessary to permit End Users to use the activated MCI prepaid card.

MCI shall initially offer MCI prepaid in English and Spanish. Additional languages may be offered at MCI's discretion.

MCI shall be responsible for the proper application of authorized activation procedures according to the terms of this Agreement.

h. Refunds

Except as specifically authorized by MCI in writing, any refunds issued by Site Owner are the sole responsibility of Site Owner, and shall not affect Site Owner's responsibility to make complete payment to MCI. Any MCI prepaid activated and issued by Site Owner to End Users in lieu of refunds shall be at the sole discretion of Site Owner and shall not affect Site Owner's responsibility to make complete payment to MCI.

i. Risk of Loss, Security and Fraud Control

- 1) Upon delivery by MCI, Site Owner shall:
 - a) bear risk of loss for MCI prepaid and shall be responsible for the proper handling, security, all risks of physical damage, and protection from theft, fraud and misuse of MCI prepaid, including PIN's and recharge; and
 - b) be responsible for all losses, damages, claims resolution and liability associated with MCI prepaid distributed by Site Owner, its agents or distributors, including but not limited to, replacement costs for MCI prepaid and the MCI prepaid fulfillment packages, and any liabilities owed or credits issued to bona fide purchasers for the value of MCI prepaid.
- 2) MCI shall be responsible for the proper handling, all risks of physical damage, protection from theft, and security of MCI prepaid until delivery of the MCI prepaid to Site Owner (or Site Owner's designated agent or vendor.).

- 3) MCI shall have the right and Site Owner shall have the right to request MCI to deactivate prepaid cards or PIN's, or batches of cards or PIN's, in the event MCI or Site Owner reasonably believes these cards have been improperly activated or are the subject of fraud. MCI shall retain final discretion on all deactivation decisions.

A.2.10 Audio Conferencing Service

MCI provides three service levels of audio conferencing service. Each provides a variety of features that may be combined on a call-by-call basis.

a. Premier Service

Premier Service provides the highest level of service for any group size and is recommended for analyst meetings, focus groups, press conferences, and other highly visible audio conferencing events. A Meeting Manager and Conference Coordinator, assigned with this service, ensure COVANET's expectations are met before and during your audio conference. Premier Service is available with all audio conferencing access types; however, certain advanced features are only available with Premier Service.

b. Standard Service

Standard Service is provided for internal employee meetings, sales/marketing meetings, and project meetings. With Standard Service, the user can easily recall a Conference Coordinator for assistance by pressing *0 on the telephone keypad. Standard Service is available with all audio conferencing access types.

c. Unattended Service

Unattended Service is provided for experienced participants. To enter into an Unattended Service call, each participant first dials a number and then enters a numeric passcode using their telephone keypad. A Conference Coordinator is available for technical problems and is easily requested by using your telephone keypad. "Instant Meeting" allows users to obtain a personal conference bridge that can be used at any time without having to make a reservation.

d. Integrated Services

Audio conferencing can be integrated with many other services available from MCI for simplified pricing and combined discounts. MCI provides Local Service (in many locations), Toll Free, and Long Distance voice services, and a full range of other voice and data products and services. COVANET and its customers may select any combination of features in a Service Level at the same per-minute rate. Additional features may be added for a nominal fee.

A.2.11 Video Conferencing Bridging Service

MCI offers two different Video Conferencing Bridging Service, ISDN based and IP based.

Table A.2.11 ISDN Video Conferencing Service Levels

Service Levels	
Type	Description
<p>Premier <i>Ideal for high-visibility meetings, including investor relations calls, focus groups, and press conferences</i></p>	<p>Offers highest level of support to assist you in implementing worldwide conferences of any size. A Conference Coordinator or Meeting Manager works with you before and during the meeting and monitors the call to maintain overall quality. Meeting Managers oversee a staff of Coordinators; there is an optimized ratio of Coordinators to participants.</p> <p>The Conference Coordinator greets each caller, assists participants in connecting, performs a roll call of all participants, and notifies the conference leader when all participants are present.</p> <p>..... Premier Service is available with all Videoconferencing access types; however, certain advanced features are only available with Premier Service.</p>
<p>Standard <i>Ideal for regularly scheduled calls, such as medium to large internal employee meetings, project management, or team meetings.</i></p>	<p>Provides a Conference Coordinator to greet, announce, and place participants into the meeting. Coordinators will scan the conference to check for quality and then disconnect. Meeting Managers ARE NOT assigned for Standard Service.</p> <p>Standard Service is available with all Videoconferencing access types.</p>
<p>Unattended <i>Designed for experienced conferencing users. Ideal for staff meetings, training, and project management calls.</i></p>	<p>Enables you to perform a call without the assistance of a Conference Coordinator. Participants enter the call by dialing a number and entering a passcode.</p> <p>Meet Me numbers are provided for easy access to the scheduled videoconference.</p> <p>Unattended Service is available with Meet Me access only.</p>

a. ISDN Standard Features

The following features are standard with every videoconference:

Compression Methods (H.320 [H.261 & H.263]). H.320 is an umbrella standard developed by the International Telecommunication Union — Telecommunication sector (ITU-T) that allows dissimilar videoconferencing systems and videophones to communicate with each other.

- 1) **Confirmation.** Customer contacts will be notified by e-mail or fax of all reserved videoconferences. Details include the time, duration, participating sites, and conference title and leader, if provided.
- 2) **Meeting Assurance.** This is a complimentary service that provides a corresponding audio conference for every videoconference. In the unlikely event of a technical issue, this free service enables the meeting to continue as planned.
- 3) **Roll Call.** The Conference Coordinator conducts roll call when the meeting begins. This feature must be requested at the time of the reservation.

b. ISDN Optional Features

- 1) **Audio Add-On.** If conference attendees do not have videoconferencing access, MCI can connect participants to the conference with an audio-only connection. MCI can add virtually any number of Audio conferencing participants to expand their videoconference.
- 2) **Conference Room Scheduling.** This feature provides a corporate scheduler for all activities that take place in conference rooms. MCI Conferencing sends a list of all registered room activities for organizations to post. This service requires that COVANET customers use MCI as their only scheduler for all meetings conducted in their registered rooms. Conference Room Scheduling is available on the Internet via E-Scheduling.
- 3) **Continuous Presence.** This option enables participants to view up to nine sites on their video screen at one time and is best when used with smaller groups of people at each video site. It enables participants to view all the other participants on the video call at the same time for round table discussions or interactive meetings.
- 4) **Multiple Control Unit (MCU) Cascading.** To expand the port capacity, MCI can connect multiple MCUs when needed. Users must have compatible cascable ports available on the bridge.
- 5) **Presentation Mode.** This feature allows a presenter to view multiple far-end sites, while all other participating sites view only the presenter.

- 6) **Public Rooms.** MCI provides referrals to more than 800 public videoconferencing rooms worldwide. MCI can assist travelers with locating a convenient rental room and reserve their video calls. To learn more about scheduling a public room in a specific country, simply call one of the MCI reservation numbers
- 7) **Transcoding.** This feature allows participants at dissimilar CODEC speeds to participate in the same videoconference.
- 8) **Video Meeting Manager.** This manager acts as the single point of contact to help you plan, execute, and evaluate calls with six or more sites. Based on the requestor’s needs, the Video Meeting Manager assembles a team of skilled professionals and works through a detailed checklist to strive to achieve all of your objectives. (Available with Premier only.)

Table A.2.11.1 ISDN Video Conference Access Methods

Access Methods			
Type	Description	Service Level	Comments
Dial Out <i>MCI calls out to participants</i>	A Conference Coordinator originates the multipoint videoconference for each site participating in the call 10-15 minutes prior to the conference. Both domestic and international calls may be Dial Out. Transport charges for Dial Out calls will be included on the videoconference invoice.	Premier and Standard	
Meet Me <i>Participants call into MCI bridge</i>	Participants dial into our bridge using a standard long-distance phone number assigned by MCI Conferencing. Participants are responsible for their own long distance charges. <u>This service is recommended for experienced video users only.</u>	Premier, Standard, and Unattended	<i>Dial-in video numbers can be obtained 20 minutes before the start time of your call.</i>

c. IP Videoconferencing Services Overview

MCI and Wire One provide Videoconference Bridging Services (video conferencing) to the Commonwealth. Video conferencing is live interactive image and voice communication between two or more locations. With the IP Videoconference Bridging Services provided to the Commonwealth, users have the capability to conference with a pair of users or hundreds of sites. In addition, tools and services are provided to assist in

scheduling, coordinating, and conducting a successful videoconference. Participants can be reminded with e-mail notifications, and operator services can be easily utilized by dialing '000.'

1) IP Videoconference Access

Commonwealth agencies and COVANET users that desire video conferencing services can access these services in multiple ways. Video conferencing can be enabled over standard COVANET access using the H.323 protocol. Also, if a COVANET connection is not available for a site that wishes to join an IP Video Conference, MCI ISDN can be used to access the videoconference bridge. The COVANET backbone will have a DS3 gateway into the Glowpoint network specifically for videoconference users.

2) Service Description

All subscribed H.323 COVANET users will have access to the following features and services:

- End-Point assigned E.164 phone number dialing instead of IP address.
- Unlimited on-net (COVANET) H.323 IP network connectivity between subscribed and non-subscribed H.323 end-points
- Non-scheduled, non-attended user ISDN gateway service to reach publicly accessible H.320 destinations as well as inbound ISDN system access to subscribed COVANET H.323 users.
- Dial '000' video operator services for directory, trouble reporting, user dialing instruction, managed conference assistance, and for creation of ad-hoc multipoint conference call initiations
- Network managed conference services that include:
 - Use of web scheduler, e-mail, or phone to schedule conferences
 - E-mail confirmation of conference parameters
 - Multipoint speed matching
 - Multiple viewing modes including continuous presence, voice activated, and lecture
- No cancellation fee prior to conference start time
- Conference initiation test 15 minutes prior to start time at no charge
- Phone audio add-in participants as part of a managed multipoint call
- Web conference streaming as part of a managed multipoint call
- On-demand content services of archived conferences
- Digital archive and forwarding of recorded conference calls
- Scheduled call-launching of point-to-point calls
- Assigned ISDN inbound 700 direct-dial numbers
- Low-cost IP to international ISDN gateway destinations

- Personal video systems call-forwarding features like ‘Send all Calls’, ‘Forward Audio To Voice Mail’, ‘Forward on No Answer’, and ‘Forward on Busy’
- Private customer IP network integration services to accommodate firewalls, Network Address Translations, and local H.323 enterprise equipment
- Web Access to customer video usage and billing information, including video system usage tracking by customer user, department, system, or group via calling codes
- Scheduled H.323 end-point remote software push services (as allowed by end-point and local customer premise security policy)
- Proactive network monitoring of end-point and network equipment operability status with off-line condition reporting

d. Schedulepoint

Schedulepoint is the provided web-based scheduling system. It allows end-users to schedule video units and conference rooms in real time, and provide e-mail notification of the conference to participants. This system also provides end-users with access to all conferences that have been scheduled for their agency. Also, a toll free number is provided that can be used to schedule conferences or to check on reservations. In addition to standard scheduling functions, Schedulepoint provides the following features:

- Room scheduling
- Repetitive conference scheduling
- Multiple viewing options
- E-mail notification to all participants
- Graphical display of conference reservations
- A multi-tiered security to control the access users have to the system

e. Glowpoint

The video conferencing provided to the Commonwealth utilizes the Glowpoint Network using H.323. Glowpoint is a network engineered and designed specifically for video conferencing.

A.2.12 Voice Portal Services

MCI Voice Portal Services

Voice Portal is part of MCI’s suite of automated speech applications. Voice Portal is an interactive, self-service application that uses voice recognition technology via the telephone to access electronic applications or databases. It is designed to augment call centers by offloading routine inquiries, to efficiently deliver outbound notifications, and

to extend the reach of Web applications through speech recognition to mobile users and/or those that do not have Internet access via a PC.

With Voice Portal, calls into any governmental unit can be handled by automated agents, which interpret the caller's spoken words via Automatic Speech Recognition (ASR) and respond by employing pre-recorded voice and/or text-to-speech (TTS) technology. Voice Portal acts upon the caller's request and helps the caller complete transactions or responds to them with information 24x7 365 days a year.

MCI has the capabilities to customize Voice Portal applications to meet a wide range of customer's business needs.

a. Voice Portal Features

- Natural Language Speech Recognition - Market leading speech recognition capability
- Dual Tone Multi Frequency (DTMF) - Accepts touch-tone input as an alternative to speech
- Text to Speech - Market leading synthesized speech engine, converts text, such as web page content to intelligible spoken language that is delivered via phone.
- Pre-Recorded Speech - Professionally recorded prompts or content, or customer recorded content
- Call Transfer - Transfers inbound customer calls to another termination
- Outbound Call Initiator - Places outbound calls, such as reminders or notifications, to predetermined numbers. May be triggered by an authorized administrator or by an event. (such as a closed highway)
- Multi-Modal Delivery - Sends outbound messages to a variety of devices, including phones, pagers, fax machines, or e-mail clients
- Voice Authentication - Biometric security measure validates users by comparing speech patterns to pre-stored patterns to pre-stored voice prints
- Web Application Integration - "Speech-enables" existing Web content and applications using VoiceXML and HTTP/HTTPs Connectors- expands end-user access to Web apps for mobile users and those without PC's.
- Web Administration - Secure Web page enables authorized users to update lists, initiate notifications, change call flows, etc. Administrative Web pages are customized for certain Voice Portal applications.
- Web Reporting - Near real-time reports, accessible from a secure Web page, show application activity (e.g. status of notification delivery attempts)
- Voice User Interface (VUI) - Telephone interface (prompts and responses) that enable end-users to access the application. Also, telephone interface that enables authorized administrators to log in and manage the application, record voice messages, trigger outbound notifications, etc.
- .WAV File Capture - Records spoken responses (e.g. for later transcription by the customer), files delivered to customer via e-mail or secure Web page.
- Name Capture - Module supports recognition of spoken first and last names.

- Address Capture - Module supports recognition of spoken street names. After ZIP code is selected, spoken street name is compared to ZIP-code specific street name list (supplied by U.S. Postal Service.)
- Caller History by ANI - Tracks prior call history from a given phone number
- Reverse ANI Lookup - Attempts to identify caller's address by bumping originating ANI against MCI Web-Based Directory Service database. Often used as first attempt to collect address, reducing need to invoke Address Capture Module.

b. Specifications for Use

Once a customer has determined they have an application that Voice Portal will be appropriate for, there are several steps that need to be followed. The applications are mostly custom-designed and built for each user (state, county, local government unit); the following processes need to be completed prior to service turn-up:

1) Part 1.

- a) MCI account team will engage MCI Customer Interaction Solutions (CIS) and provide a customer business overview, which provides a general description of the customer's application and business focus/objective.
- b) MCI account team and customer will jointly develop a description and sample call flow that describes how the customer envisions the application working.

2) Part 2:

A formal Statement of Work (SOW) is developed based on customer input in Part 1. SOW will include:

- Services to be performed and hours required
- Timeframes for deliverables
- High-level design plans
- Level of effort (LOE) which outlines expected development hours which determines Service Development Fee

3) Part 3:

Once SOW agreement is signed, a Service Design Document is developed. This SDD will include the voice portal application and call flow design. Weekly implementation calls will be held during the design development phase. Once application is built it is loaded on the MCI test platform. From test platform application is moved to production environment. Customer and Quality Assurance (QA) test Voice Portal application. Customer will be allowed 5 days

to perform user acceptance testing (UAT). Upon acceptance of the application, the billing for the service will commence.

Typical applications will take 25-45 days to implement from time a Statement of Work is agreed upon.

c. Voice Portal Pricing for Custom Speech Applications

Note: Toll Free, Hosting, Access, and Internet connectivity charges are not included as part of Voice portal pricing. Check specific product on COVANET contract for pricing on these services. Additionally, installation waiver pool doesn't apply to these development and installation of these services.

Custom Speech Applications are Voice Portal applications tailored to meet customers' specific business requirements and to integrate with customers' Web applications or IT environments. Due to the nature of Custom Speech Applications, pricing is determined based upon the statement of work on an individual-case basis. Following are the typical pricing elements and standard rates (these rates are standard rates and may be adjusted by MCI as warranted by the business case):

1) **Billing Elements:**

a) **One-Time & Per Transaction Fees**

b) **Service Development Fee**

This is the up-front charge for MCI recovery of a portion of the internal costs incurred in application development and implementation. The charge is fixed and is not waived as part of any installation charge waiver pools.

- Complexity of application
- Availability of re-usable components
- Projected usage volume
- Duration of contract

c) **Transaction Fee**

A transaction fee is incurred each time the caller accesses the Voice Portal application.

d) **Professional Services Fees**

Incurred for customer-requested changes to an application after the initial implementation.

e) **Recording Fees**

Incurred if professional studio recording of voice prompts is required

A.2.13 Web Center

MCI Web Center

Web Center is a network-based contact center offering. Fully managed within MCI application hosting facilities, Web Center provides the Commonwealth and other governmental units with a comprehensive library of customer support capabilities. Web Center enables governmental entities to migrate from or augment services for a traditional call center to a next-generation contact center.

With Web Center, MCI can offer customer service through a wide variety of multimedia contact options and customer-prioritization and intelligent contact-routing tools.

- PBXs
- ACDs for skills-based call routing
- E-mail and chat session distributors
- Chat, Web-collaboration, Web-callback, IVR-routing, voicemail, fax, and unified-messaging servers
- CTI gateways
- Call-recording and call-logging systems
- Supervisor call-monitoring and coaching equipment

Web Center is a complete in-network solution, an entities customer service agents only require a PC, Internet connection, and telephone to work, from any location, even remotely.

a. Features

There are several components and features of Web Center.

Web Center is highly customizable by the customer administrator. Additionally, it allows entities to subscribe to specific services, provision resources, monitor performance, and obtain up-to-date management reporting.

Each feature and its individual components are described in the following section. Users may select only those features that are of benefit to them.

- 1) **E-mail Management-** Queue and route e-mail to the appropriately skilled agent/agent group, whether on site or remote, with scripted templates that streamline/semi-automate response handling.

Features

- Intelligent distribution of e-mail by project
- Support for standard e-mail clients
- Delivery of e-mail to agent's POP server account (optional "masking" of e-mail address)
- Auto-acknowledgement (TXT or HTML) by individual project
- Auto-suggest sorted by relevance from keyword search
- Automatic re-queuing of unanswered e-mails with supervisor notification
- Archiving of customer e-mails and agent responses in customer contact history

- 2) **Web Chat:** Queue, route, and distribute customer-initiated chat sessions to the agent or specifically skilled agent group.

Features

- Single interface for managing simultaneous chat sessions
- Transfer of chat session to another agent with historical dialogue
- URL Library with page preview
- Automatic URL pushes before, during, and after chat session
- Web collaboration
- Automatic creation of Web chat pages in Administration Manager.
- Java chat requires no special software or downloads.

- 3) **Web Callback:** Enable customers to request an instant agent callback via the agency/user website.

Features

- Customer-requested callback initiated via Web, delivered by phone.
- Customizable URLs displayed to customer depending on status of callback request
- Automatic creation of Web callback pages in Administration Manager.

- 4) **Unified Messaging:** Standard e-mail client may be used as central location for e-mail, voice mail and fax.

Features

- Standard e-mail client may be used as central location for e-mail, voice mail, and fax.
- E-mail delivered to agent's POP server account.
- Fax delivered as e-mail attachment.
- Fax template response library
- Voice mail delivered as '.wav' file attachment.

A.2.13.1 Telephony Management

a. Interactive Voice Response (IVR)

Features

- Automatic upload of recorded prompts and greetings
- Customizable prompts for hold music, ring tones, etc. set by workgroup
- Collect customer information in IVR for screen pop and/or routing priority
- Estimated wait time
- Request for automatic callback
- Request to leave voice mail
- Dial by extension or company directory listing
- Touch-tone menu routing tree configuration (deliver call to agent, workgroup, fax, or additional menu)
- Network queuing
- Routing of calls to external numbers

b. Automatic Contact Distributor (ACD)/Voice

Features

- Support for Toll-Free traffic
- Blended queuing and delivery of voice contacts and Web events
- Delivery of calls to DID or traditional POTS line
- Automatic re-queuing of unanswered calls and notation of missed calls
- Agent-initiated recording
- Definable agent status types: Available, Last Call, Busy, After Call Work, On Break

c. Private Branch Exchange

Features

- Traditional PBX features such as Hold, Transfer, Conference, Mute
- Virtual 4-digit extensions
- Voice Mail
- Find Me/Follow-Me Routing
- Delivery of calls to DID lines
- Directory of employee names and extensions

A.2.13.2 Customer Relationship Management Features

a. Customer Relationship Management

Features

- Customer-prioritized routing
- Skills-based, agent-level routing
- 18 (company-configurable) fields of data per customer
- Screen pop based on database lookup (ANI or e-mail address)
- Find and selection criteria for assignment of contacts
- Contact history with archived transcripts for e-mail, chat sessions ('.wav' files for voice recordings)
- Scripting and QA delivered to agent by project or CED
- Agent-created "notes" for contact history
- Outcome dispositions

b. CRM Integration

Features

- "Custom" tabs to launch a browser-based application within the agent module.
- Launch an external application based on parameters passed by the agent module.
- Enable a third-party application to invoke commands within the agent module.
- Create a unique Interaction Manager to pass information between the user desktop and servers.

A.2.13.3 Supervisor/Quality Monitoring Features

a. Supervisor/Quality Monitoring

Features

- Quality Monitoring database populated with random and/or supervisor-initiated recordings.
- Real-time statistics spanning global- to agent-level views
- Color-coded threshold alarms for interactions
- Silently listen to agent's call or listen with whisper coaching
- Replace an agent on a real time basis.
- Text coaching via chat, broadcast message to single agent or all agents
- Remotely view or take control of agent's desktop.

b. Reporting

Features

- **Customized Reporting**
 - Allows the user to create a report real time by selecting from a series of checkboxes, then clicking on the "Create Report" button.
 - Ability to save template reports for future use.
 - Creation of reports spanning global to agent-level view
 - Summary and General Statistics reports including key measurements (SLA attainment, AHT, etc.)
 - Outcome reports organized by interaction type
- **Data Extraction Control**
 - Allows users to define specific data fields that extract required information (i.e., by group, lists of groups, date range, interaction type, etc.).
- **Historical Reporting**
 - Provides a data repository through which the user can request historical data for all contact forms to compare with current data for trending.

c. Remote Database

Features

- Store quality monitoring, reporting details, and interaction information in remote server.
- Use remote database to populate "Contact" fields and "History" information.

d. Browser Based

Features

- Systems requirements (Windows and Internet Explorer [IE] 5.5)
- Unique Web-based login to Secure Socket Layer (SSL) session
- Ability to instantly provision and change business rules from any Internet (IE 5.5) connected PC
- GUI-based control over business rules and functions
- Java-based routing allows for seamless integration with Web site

e. Virtual Agents

Features

- Support for remote agents and virtual workgroups
- Dynamic configuration of agent/supervisor settings based on location

f. Administration

Features

- Parameter-based configuration of business rules and routing strategies
- Control of agent profiles (skills, access rights, workgroups, assignment to supervisor, etc.)
- Overflow options (another workgroup, etc.) based on volume conditions, customer entered digits
- Automatic creation of Web chat and Web callback HTML pages
- Mail Manager (visibility to mail pending on server, mail sent with errors, mail already sent)
- Schedules (time-of-day/day-of-week routing for DNIS)
- Add or remove agents instantly, agent departure reason tracking

g. Architecture

Features

- Full geographic redundancy
- Alarming based on defined system failures
- Hot back-up methodology for interactions (master and standby for each transaction)

h. Support

Features

- Managed end-to-end by MCI.
- 24x7 support available from the Web Center customer service center.
- Implementation resources provided for each deployment.

A.2.13.4 MCI Customer Center

Web Center customers can now use the MCI Customer Center to obtain information and manage their Web Center service. The MCI Customer Center gives customers access to network management, service ordering, invoice review and pay, network event monitoring, updated product information, service requests, technical advice and escalation paths, reporting, and customer service relations.

Specifications for Use

a. Hardware and Software for Web Center

Web Center requires the following to access the service platform:

- Telephone
- DID – Direct Inward Dial
- POTS – Plain Old Telephone Service (like a home phone)
- Computer
- The application will run on any browser-equipped computer
- Pentium/128K
- Windows 98, 2000, and Windows NT
- Internet Explorer 5.5 (Virtual Machine)
- Standard e-mail client (Outlook, etc.)
- Multimedia speakers
- Sound card

- Internet connection
- Provided by any service provider
- Internet connection – 56 Kbps dial-up ISP service capable of supporting 19 Kbps sustained with burst latency not to exceed 200 ms roundtrip.
- MCI Toll Free Service
- Customers cannot use another carrier's toll-free number to access Web Center.
- Web site or server
- If the customer plans to use chat, e-mail, or Web callback, they will need a customer-facing Web site. Whether a customer has a Web site or not, they will need a Web server to store/host FAQ's, scripts, URLs, etc.

b. Related Items

The following are optional items, which could enhance the functionality of Web Center:

- Premises database
- Proxy server software (optional but at no additional charge)
- Webmaster
- FrontPage (Web page publishing tools)

A.2.14 MCI Voice over IP Solutions (MCI Advantage)

MCI Advantage is a comprehensive, communications solution that addresses local, long distance and international voice and data solutions through a single network. It allows customers to integrate voice and data applications by converging these services over MCI-provided IP network.

MCI Advantage provides a migration path to VoIP by offering the option to use the customer's existing legacy voice solutions, deploy IP phones at the desktop, or use the MSN® Messenger client on PCs and laptops. When using IP phones, customers may eliminate their PBX or CENTREX connection and obtain routing and features from the MCI® network, providing a low-cost alternative to purchasing and managing on-site voice equipment.

a. Features:

- Support for traditional features such as dial plans and range privileges
- Advanced calling features, including find-me routing and selective call acceptance
- IP-to-IP and IP-to-PSTN calling
- Local origination calling from certain markets and access back into the local networks for call terminations, including operator services, directory assistance, and 911

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- Long distance calling
- Ability to maintain current PBX and phones and/or migrate to standards-based IP phones
- Administrative control through a Web interface

b. Pricing: To be determined.

Attachment B

Rates and Charges

B.0 General

Attachment B identifies the rates and charges from MCI to the Commonwealth for the delivery of services under the COVANET contract.

B.0.1 Conversion and Installation Credits

The following Conversion and Installation credits will apply under this contract:

- Free installation of data and voice access circuits that will remain in service for at least one year. VITA or the DSP customer will pay the installation charge at the disconnect time if a circuit is removed in less than a year.
- In order to add new customers for the long distance services under this contract, VITA, authorized DSP participants or VITA customers may incur charges (usually called PIC charges) from local carriers to automatically route long distance traffic to MCI. MCI agrees that credits for properly documented PIC charges claimed by VITA or authorized DSP participants against long distance charges will be approved by MCI.
- At any time MCI offers promotions waiving non-recurring charges, these promotions will be available to COV.

B.0.2 Dedicated Voice Access Plan

MCI provides the following voice services dedicated access plan:

- MCI will provide Voice Access and Toll Free Access T1's and PRI's to the Commonwealth at no charge. MCI will proactively monitor usage of the T1's and PRI's. If a circuit's utilization is low for an extended period, MCI will bring the issue to the attention of VITA. Through mutual agreement of both MCI and VITA, the under-utilized circuit will either be disconnected or if the VITA customer wishes to continue using the circuit, they will be required to pay monthly recurring charges for the circuit. (See B.1.1.3.c for T-1 price)

B.0.3 Other Charges and Discounts

- MCI will charge for expedites when authorized on the Telecommunications Service Order. The contract price for an expedite is \$500 per circuit.
- Volume discounts apply as set forth in MCI's original proposal and exclude taxes and surcharges.

B.0.4 Federal Universal Service Fund Fees

As a result of FCC action, all inter-exchange carriers are required to contribute to a common national fund that supports telecommunications subsidies for consumers who reside in high-cost service areas or who earn low incomes, elementary and secondary schools, public libraries, and rural health care providers. The FCC determines each telecommunications company's required contribution to the common fund, based on its annual revenues from regulated telecommunications services.

Federal Universal Service Fund charges to VITA or to DSP customers will not exceed the Universal Service contribution factor established by the Federal Communications Commission. The factor will only be applied to interstate and international telecommunications charges to calculate the amount of the FUSF charges billed to VITA and to DSP customers.

See detailed list of FUSF items in Appendix D.7

MCI calculates DIT's FUSF charges as a percentage of net charges (after discounts but before taxes) associated with regulated eligible services. These charges do not count toward satisfying contract minimums and do not receive discounts.

B.0.5 Carrier Access Charge

The Local Exchange Carriers (LECs) have received the FCC's permission to change the way they charge long distance companies for access to their local networks. Consequently the LECs now assess the FCC approved switched Access charges on a per-line basis.

See detailed description on computing CAC in Appendix D.6.

B.1 COVANET Data Services

B.1.1 Private Line Services

B.1.1.1 Digital Data Services (Point-to-Point)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA DDS 56kbps	\$315.00	\$200
Intra-VA DDS 56kbps (Interoffice channel only)	\$135.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate DDS 56kbps	\$383.00	\$0.43	\$200

B.1.1.2 DS-0 Data Services (Point-to-Point)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA DS-0 Services	\$300.00	\$200
IntraLATA DS-0 (Interoffice channel only)	\$110.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate DS-0 Services	\$405	\$0.43	\$500

B.1.1.3 Analog Data Services

a. Point-to-Point Analog Data Services

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA Analog point-to-point data services	\$245.00	\$200
Intra-VA Analog VGPL (Interoffice channel only)	\$125.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate Analog Point-to-point data services	\$325.00	\$0.43	\$200

b. Multi-Point Analog Data Services

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA Analog multi-point data services (per leg)	\$115.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate multi-point data services (per leg)	\$160.00	\$0.43	\$200

c. Private Line Voice – Analog Voice and/or Data

Description	Monthly Recurring	Non-Recurring Cost *
Automatic Ring Down	\$245.00	\$200
Foreign Exchange	\$245.00	\$200
Off Premise Extension	\$245.00	\$200
Tie Line	\$245.00	\$200
Multipoint Analog (per Drop)	\$115.00	\$200
T-1 Access	\$250.00	\$200
Voice Trunk Groups	\$50.00	\$0

Note: MCI provides the line only, not the telephone number or dial tone

d. Private Line – Analog or Data Access Only

Description	Monthly Recurring	Non-Recurring Cost *
Analog VGPL Access	\$100.00	\$200
56k/64k Access	\$108.00	\$200
T-1 Access	\$250.00	\$200

B.1.1.4 Terrestrial Digital Services (TDS 1.5)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA TDS 1.5	\$960.00	\$200

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate TDS 1.5	\$1,500.00	\$2.50	\$200

B.1.1.5 Terrestrial Digital Services (TDS 45)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Intra-VA TDS 45	\$20,000.00	\$1,000

Description	Monthly Recurring Base Cost	Monthly Recurring Per IOC Mile	Non-Recurring Cost *
Interstate TDS 45	\$20,000.00	None	\$1,000

* See B.0.1 Free Installation of Data and Voice Circuits if installed for one year.

B.1.1.6 SONET Services

a. Private Line Ethernet Services

Description	Fixed Recurring (& First Mile)	Per Mile Each Additional Mile	Non-Recurring Cost – All Speeds
55 Mbs (DS3)	\$4,746.40	\$153.60	\$1,400
155 Mbs(OC-3)	\$7,108.00	\$230.40	\$1,400
622 Mbs (OC-12)	\$13,595.20	\$460.00	\$1,400

b. SONET Private Line

City Pairs	DS3	SONET OC1	SONET OC3	Non-Recurring Cost – All Speeds
Charlottesville to Richmond	\$31,243.20	\$33,430.40	\$93,729.60	\$1,000
Richmond to Washington	\$35,769.60	\$38,272.80	\$107,308.80	\$1,000
Charlottesville to Washington	\$34,886.40	\$37,328.80	\$104,659.20	\$1,000

B.1.2 Switched Data Services

B.1.2.1 Switched 56/64 and T-1 Data Service (T-1, ISDN PRI & ISDN BRI Access)

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
Switched 56/64kb	\$108.00	\$200
Switched T-1	\$250.00	\$200

Switched Usage	Mileage Band	Cost Per Minute
Switched 56/64kb	All Bands	\$0.06
All Bands T-1	All Bands	\$1.15

B.1.3 Integrated Services Digital Network (ISDN)

Description	Unit	Monthly Recurring Base Cost	Non-Recurring Cost *
Multi-Rate Bearer Service	Per loop	\$250.00	\$200
ISDN PRI	Per loop	\$250.00	\$200

B.1.4 Frame Relay Services

B.1.4.1 COVANET Frame Relay

a. Frame Relay Access Charges

Description	Monthly Recurring Cost	Non-Recurring Cost
56 Kbps	\$108.00	\$200.00
T-1	\$250.00	\$200.00
2 x T-1	\$500.00	\$400.00
3 x T-1	\$750.00	\$600.00
4 x T-1	\$1,000.00	\$800.00
DS-3	\$2,400.00	\$1,000.00

b. Frame Relay Port Speeds

Description	Monthly Recurring Base Cost	Non-Recurring Cost
56Kbps	\$11.00	\$0.00
64Kbps	\$21.00	\$0.00
128Kbps	\$37.50	\$0.00
192 kbps	\$42.00	\$0.00
256Kbps	\$46.75	\$0.00
384Kbps	\$51.00	\$0.00
512Kbps	\$59.50	\$0.00
640Kbps	\$68.00	\$0.00
768Kbps	\$85.00	\$0.00
1024Kbps	\$100.00	\$0.00
1536Kbps	\$160.00	\$0.00
3072Kbps	\$680.00	\$0.00
4608Kbps	\$850.00	\$0.00
6144Kbps	\$1,062.00	\$0.00
22.5Mbps	\$1,275.00	\$0.00
45Mbps	\$1,530.00	\$0.00

c. Frame Relay PVCs

COVANET’s priority frame relay service extends ATM-like quality of service (QoS) to frame relay. Priority frame relay allows users to take advantage of multiple elements of quality in a frame relay service, including throughput/speed, delay and frame loss.

The following two service classes comprise COVANET’s priority frame relay service:

- **Priority One—Real Time Variable Frame Rate (rtVFR).** This service provides committed bandwidth, with low delay and frame loss. COVANET is able to offer SLGs with specified delivery characteristics for delay-sensitive traffic, such as video and voice.
- **Priority Two—Non-real time Variable Frame Rate(nrtVFR).** This service provides committed bandwidth, with higher delay and low frame loss. COVANET is able to offer SLGs with specified delivery characteristics for less delay – sensitive traffic such as SNA, LAN-to-LAN and business class Internet/Intranet access services.

1. Priority One

CIR	INTER LATA
	Monthly Recurring Base Cost
28K	\$25.00
56K	\$42.00
64K	\$55.00
128K	\$75.00
192K	\$85.00
256K	\$95.00
384K	\$105.00
512K	\$160.00
640K	\$175.00
768K	\$185.00
1024K	\$215.00
1536K	\$480.00
3072K	\$965.00
4608K	\$1,100.00
6144K	\$1,300.00
22.5M	\$3,000.00
45M	\$4,200.00

2. Priority Two COVANET Frame Relay

CIR	INTRALATA	INTER LATA	COVANET Private IP Services	INTERNET
	Monthly Recurring Cost	Monthly Recurring Cost	Monthly Recurring Cost	Monthly Recurring Cost
28K	\$0.00	\$18.00	\$18.00	\$18.00
56K	\$0.00	\$31.50	\$31.50	\$31.50
64K	\$0.00	\$36.00	\$36.00	\$36.00
128K	\$0.00	\$49.50	\$49.50	\$49.50
192K	\$0.00	\$52.20	\$52.20	\$52.20
256K	\$0.00	\$54.00	\$54.00	\$54.00
384K	\$0.00	\$63.00	\$63.00	\$63.00
512K	\$0.00	\$72.00	\$72.00	\$72.00
640K	\$0.00	\$81.00	\$81.00	\$81.00
768K	\$0.00	\$90.00	\$90.00	\$90.00
1024K	\$0.00	\$112.50	\$112.50	\$112.50
1536K	\$0.00	\$270.00	\$270.00	\$270.00
3072K	\$0.00	\$540.00	\$540.00	\$540.00
4608K	\$0.00	\$607.00	\$607.00	\$607.00
6144K	\$0.00	\$810.00	\$810.00	\$810.00
22.5Mbps	\$0.00	\$1,800.00	\$1,800.00	\$1,800.00
45Mbps	\$0.00	\$3,150.00	\$3,150.00	\$3,150.00

Note: MCI maintains two Internet gateway routers. Customers interested in a added level of diversity can order a second PVC from the same customer location (Router Interface) to the alternate gateway router. There will be no additional cost for the second PVC, for PVC's originating from the same access facility only.

B.1.5 ATM Services

B.1.5.1 COVANET ATM Service

COVANET’s ATM service includes CBR, VBR-rt, VBR-nrt, UBR and IP PVCs. Please see the service description in Attachment A for guidelines and acceptable use policy. *MCI reserves the right to optimize DS3 facilities (to lower speed alternatives) for facilities that have an average busy hour utilization, Mon-Fri 8am-5pm, less than 5% measured over a 1 month period.*

a. ATM Access Charges

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
T-1 (1536 kbps)	\$250.00	\$200.00
2 x T-1 (3072)	\$500.00	\$400.00
3 x T-1 (4608)	\$750.00	\$600.00
4 x T-1 (6144)	\$1,000.00	\$800.00
DS-3 (45Mb)	\$2,400.00	\$1,000.00
OC-3 (155 Mb)	\$6,400.00	\$1,000.00

b. ATM Port Charges

Description	Monthly Recurring Base Cost	Non-Recurring Cost
T-1 (1536 kbps)	\$270.00	\$0
2 x T-1 (3072)	\$450.00	\$0
3 x T-1 (4608)	\$630.00	\$0
4 x T-1 (6144)	\$810.00	\$0
DS-3 (45Mb)	\$1,050.00	\$0
OC-3 (155 Mb)	\$3,400.00	\$0

c. ATM PVC Pricing (UBR, VBR-nrt, VBR-rt, UBR and IP PVCs)
(Price is for a two way PVC)

PVC Speed	UBR	VBR/nrt	VBR/rt	IP PVCs
256 kbps	\$0.00	\$0.00	\$0.00	\$0.00
512 kbps	\$0.00	\$0.00	\$0.00	\$0.00

PVC Speed	UBR	VBR/nrt	VBR/rt	IP PVCs
768 kbps	\$0.00	\$0.00	\$0.00	\$0.00
1024 kbps	\$0.00	\$0.00	\$0.00	\$0.00
1536 kbps	\$0.00	\$0.00	\$0.00	\$0.00
3072 kbps	\$0.00	\$0.00	\$0.00	\$0.00
4608 kbps	\$0.00	\$0.00	\$0.00	\$0.00
6144 kbps	\$0.00	\$0.00	\$0.00	\$0.00
22.5 Mbps	\$0.00	\$0.00	\$0.00	\$0.00
45 Mbps	\$0.00	\$0.00	\$0.00	\$0.00

Note: IP PVC includes access to the COVANET Private IP network backbone. (VBNS+)

d. ATM CBR /PVC Pricing

(Price is for a two way PVC)

CBR/PVC	Monthly
256 kbps	\$90.00
512 kbps	\$180.00
768 kbps	\$270.00
1024 kbps	\$360.00
1536 kbps	\$540.00
3072 kbps	\$1,080.00
4608 kbps	\$1,620.00
6144 kbps	\$2,160.00
22.5 Mbps	\$7,560.00
45 Mbps	\$22,500.00

Note: ATM PVC's: CBR-PCR equals SCR

e. ATM Internet Access PVC Pricing

(Price is for a two way PVC)

Internet PVC	Monthly
256 kbps	\$30.00
512 kbps	\$40.00
768 kbps	\$50.00
1024 kbps	\$60.00
1536 kbps	\$70.00
3072 kbps	\$135.00

Internet PVC	Monthly
4608 kbps	\$200.00
6144 kbps	\$250.00
10 Mbps	\$300.00
22.5 Mbps	\$400.00
45 Mbps	\$750.00
OC/3	\$1,600.00

Note: MCI maintains two Internet gateway routers. Customers interested in a added level of diversity can order a second PVC from the same customer location (Router Interface) to the alternate gateway router. There will be no additional cost for the second PVC, for PVC's originating from the same access facility only.

B.1.6 MCI Public ATM and Frame Relay Services

B.1.6.1 Public ATM Access Charges

Description	Monthly Recurring Base Cost	Non-Recurring Cost *
T-1 (1536 kbps)	\$250.00	\$200.00
2 x T-1 (3072)	\$500.00	\$400.00
3 x T-1 (4608)	\$750.00	\$600.00
4 x T-1 (6144)	\$1,000.00	\$800.00
DS-3 (45Mb)	\$2,400.00	\$1,000.00
OC-3 (155 Mb)	\$6,400.00	\$1,000.00

B.1.6.2 Public ATM Port Charges

Port charges are based upon the selected bandwidth needed to connect to the ATM network. MCI currently offers DS-1, NxDS-1, DS-3, OC-3 and OC-12 ATM UNI ports.

ATM UNI	Port Speed	Price per Month Per Port	Non-Recurring Installation Charge
DS-1 **	1.544 Mbps	\$1,151.15	\$200.00
2xDS-1	3 Mbps	\$1,726.73	\$600.00
3xDS-1	4.5 Mbps	\$2,129.08	\$600.00
4xDS-1	6 Mbps	\$2,475.20	\$600.00
DS-3	45 Mbps	\$3,741.92	\$600.00
OC-3	155 Mbps	\$5,756.21	\$1,000.00
OC-12	622 Mbps	ICB	ICB

ATM UNI	Port Speed	Price per Month Per Port	Non-Recurring Installation Charge
** DS-1 ATM UNI service is unchannelized. *** There is no difference in price whether the customer chooses a virtual path or a virtual channel.			

B.1.6.3 Public ATM PVC Charges

MCI offers the following UNI service classes:

1. ATM Constant Bit Rate (CBR)
2. ATM Variable Bit Rate – Real Time (VBR-RT)
3. ATM Variable Bit Rate – Non-Real Time (VBR-NRT)
4. ATM Unspecified Bit Rate (UBR)

1. ATM UNI Service Class: Constant Bit Rate

PCR=SCR	Fixed PVC Charge
Kbps	CBR (simplex)
16 Kbps	\$12.93
32 Kbps	\$25.86
48 Kbps	\$38.79
64 Kbps	\$51.72
128 Kbps	\$103.43
256 Kbps	\$206.87
384 Kbps	\$310.30
512 Kbps	\$413.74
768 Kbps	\$620.62
1,024 Kbps	\$827.49
1,536 Kbps	\$1,241.23

2. ATM UNI Service Class: Variable Bit Rate - Real Time

PCR=SCR	Fixed PVC Charge
Kbps	VBR-rt (simplex)
16 Kbps	\$9.90
32 Kbps	\$19.82
48 Kbps	\$29.73
64 Kbps	\$39.62
128 Kbps	\$79.26
256 Kbps	\$158.51
384 Kbps	\$237.78
512 Kbps	\$317.04

PCR=SCR	Fixed PVC Charge
768 Kbps	\$475.55
1,024 Kbps	\$634.07
1,536 Kbps	\$951.11

3. *ATM UNI Service Classes: Variable Bit Rate - Non Real Time*

PCR=SCR	Fixed PVC Charge
Kbps	VBR-nrt (simplex)
16 Kbps	\$5.65
32 Kbps	\$11.29
48 Kbps	\$16.94
64 Kbps	\$22.59
128 Kbps	\$45.17
256 Kbps	\$90.34
384 Kbps	\$135.51
512 Kbps	\$180.69
768 Kbps	\$271.03
1,024 Kbps	\$361.37
1,536 Kbps	\$542.06

4. *ATM UNI Service Classes: Unspecified Bit Rate*

PCR=SCR	Fixed PVC Charge
Kbps	UBR (simplex)
16 Kbps	\$1.66
32 Kbps	\$3.32
48 Kbps	\$4.98
64 Kbps	\$6.64
128 Kbps	\$13.28
256 Kbps	\$26.57
384 Kbps	\$39.85
512 Kbps	\$53.14
768 Kbps	\$79.70
1,024 Kbps	\$106.27
1,536 Kbps	\$159.41

B.1.6.4 MCI Interstate Public Frame Relay Services

B.1.6.5 Public Frame Relay Access Speeds

FR Access Speed	Price per Month Per Port	Non-Recurring Installation Charge
DS-0 (56 kbps)	\$108.00	\$200.00
T-1 (1536 kbps)	\$250.00	\$200.00

B.1.6.6 Public Frame Relay Port Speeds

FR Port Speed	Price per Month	One Time Installation Charge	One Time De-Install Charge	One Time Re-configure
56/64 kbps	\$228.00	\$50.00	\$50.00	\$50.00
128kbps	\$410.40	\$100.00	\$100.00	\$100.00
256kbps	\$592.80	\$100.00	\$100.00	\$100.00
384kbps	\$747.20	\$100.00	\$100.00	\$100.00
512kbps	\$920.80	\$100.00	\$100.00	\$100.00
768kbps	\$1,133.60	\$100.00	\$100.00	\$100.00
1.024Mbps	\$1,433.60	\$100.00	\$100.00	\$100.00
1.536Mbps	\$1,833.60	\$200.00	\$200.00	\$200.00

B.1.6.7 Public Frame Relay Fixed PVC Rates (Duplex)

FR Fixed PVC Speed KBPS	Monthly Recurring Cost (Duplex)
16kbps	\$25.60
32kbps	\$49.60
48kbps	\$73.60
56/64 kbps	\$97.60
112/128 kbps	\$187.20
168/192 kbps	\$280.00
224/256 kbps	\$374.40

FR Fixed PVC Speed KBPS	Monthly Recurring Cost (Duplex)
280/320 kbps	\$467.20
336/384 kbps	\$560.00
392/448 kbps	\$678.40
512kbps	\$776.00
504/576 kbps	\$873.60
560/640 kbps	\$897.60
616/704 kbps	\$987.20
672/768 kbps	\$1,076.80
728/832 kbps	\$1,166.40
784/896 kbps	\$1,257.60
840/960 kbps	\$1,347.20
1.024Mbps	\$1,436.80
1.008/1.152 Mbps	\$1,616.00
1.120/1.280Mbps	\$1,795.20
1.232/1.408Mbps	\$1,974.40
1.344/1.536Mbps	\$2,153.60

B.1.7 Digital Subscriber Line (DSL) Service

B.1.7.1 DSL Monthly Recurring Rates

DSL Access Speed	One PVC to a COV Location	One PVC to Internet	Two PVCs to COV & Internet	One Time Installation
128 kbps	\$88.00	\$110.00	\$138.00	\$150.00
256 kbps	\$106.00	\$145.00	\$160.00	\$150.00
384 kbps	\$122.00	\$170.00	\$185.00	\$150.00
512 kbps	\$154.00	\$190.00	\$226.00	\$150.00
640 kbps	\$180.00	\$210.00	\$261.00	\$150.00
768 kbps	\$200.00	\$250.00	\$290.00	\$150.00

DSL Equipment Note: Prices for DSL include the DSL Access Hub to connect to the PC or local LAN.

B.1.8 Dedicated Internet Services

B.1.8.1 Access Options

a. Dial-up Access (UUDial Solo)

Description	Unit	Charges
Analog and ISDN (up to 56K)	Per Account/Per Month*	\$15.00
ISDN BRI (up to 128K)	Per Account/Per Month*	\$20.00
Charge for hours over the 250 limit	Per Hour	\$2.00
Toll Free Access (if used)	Per Hour	\$6.00
International Numbers (if used)	Per Hour	\$2.00
*Account includes 250 hours of access		

Virginia Cities where Dial-up Internet is available

Alberta	Clarksville	Lawrenceville	Reston
Arcola	Courtland	Lorton	Richmond
Blacksburg	Culpeper	Louisa	Roanoke
Boydton	Disputanta	Lynchburg	Stafford
Boykins	Emporia	Manassas	Staunton
Capron	Franklin	Occoquan	Warrenton
Chancellor	Great Bridge	Petersburg	Williamsburg
Charlottesville	Harrisonburg	Princess Anne	Winchester
Chase City	Jarratt		

b. Dedicated Internet Access

Description	Monthly Access Cost	Internet Port & ISP Services	Non-Recurring Cost
T-1 (1,536)	\$250.00	\$880.00	\$200
Double T-1	\$500.00	\$1,760.00	\$400
Diverse T-1	\$500.00	\$1,760.00	\$400
T-3 Tiered			
3 Mbps port	\$2,750.00	\$1,224.00	\$1,600
6 Mbps port	\$2,750.00	\$2,448.00	\$1,600

Description	Monthly Access Cost	Internet Port & ISP Services	Non-Recurring Cost
9 Mbps port	\$2,750.00	\$3,672.00	\$1,600
12 Mbps port	\$2,750.00	\$4,896.00	\$1,600
15 Mbps port	\$2,750.00	\$5,852.00	\$1,600
18 Mbps port	\$2,750.00	\$7,022.00	\$1,600
21 Mbps port	\$2,750.00	\$8,193.00	\$1,600
24 Mbps port	\$2,750.00	\$9,363.00	\$1,600
27 Mbps port	\$2,750.00	\$9,983.00	\$1,600
30 Mbps port	\$2,750.00	\$11,100.00	\$1,600
DS-3 (45Mb Service)	\$2,750.00	\$10,000.00	\$1,600
Double DS-3	\$5,500.00	\$18,981.00	\$1,600
Diverse DS-3	\$5,500.00	\$18,981.00	\$1,600
OC-3 Tiered Service			
60.01 - 70 Mbps	ICB	\$22,108.00	\$2,000
70.01 - 80 Mbps	ICB	\$26,520.00	\$2,000
80.01 - 90 Mbps	ICB	\$29,248.00	\$2,000
90.01 - 100 Mbps	ICB	\$31,926.00	\$2,000
OC-3 (155Mb Service)	ICB	\$43,758.00	\$2,000
OC-12 (622Mb Service)	ICB	\$132,148.00	\$2,000
DSL Internet Service			
128 kbps	\$149.00	Included	\$0
384 kbps	\$199.00	Included	\$0
768 kbps	\$499.00	Included	\$0
1.0 Mb	\$599.00	Included	\$0
Note: DSL Prices do not include equipment charge			

c. **VSAT Internet Access**

Downstream Speed	Upstream Speed	Monthly Recurring Cost	One Time Installation
Up to 600kbps	128 kbps	\$216.00	\$750.00
Up to 800kbps	128 kbps	\$306.00	\$750.00
Up to 1.0 Mbps	128 kbps	\$630.00	\$750.00

Notes: VSAT Internet includes unlimited usage, up to 16 static IP addresses, up to five news feeds and up to 20 POP e-mail boxes.

d. **Internet Domain Name Registration Services**

Service	Fee
Internet Domain Name Registration	\$50 (One Time)
Internet Domain Name Maintenance	\$50 Per Year
Internet Domain Name Modification	\$10 (One Time)

B.1.9 Electronic Data Interchange (EDI) Service

B.1.9.1 EDI Service Category

EDI Service Description	Monthly Recurring Base Cost	One Time Installation
Mailbox Service (15 Mail boxes)	No Charge	\$0.00
Dial-up line Services (@ LD rates)	See Section B.2.1.1	\$0.00
Distribution Charge	No Charge	\$0.00
Frame Relay Access (56kb Port)	\$108.00	\$0.00
Frame Relay Access (T-1 Port)	\$250.00	\$0.00
Peak& Off Peak EDI Rates		
Sending per kilo-character (kc)	\$0.15	\$0.00
Received per kilo-character (kc)	\$0.10	\$0.00
Faxed per kilo-character (kc)	\$0.20	\$0.00
Trading Partner Setup Fee	\$0.00	\$0.00
Initial EDI Setup Fee	\$0.00	\$0.00

B.1.10 Managed Virtual Private Network (VPN) Services

B.1.10.1 VPN PC User Help Desk

Description	Per User Monthly	Install
Dialup VPN User Client Support (24 x 7 Help Desk)	\$4.00	\$0.00

B.1.10.2 Nortel VPN Server - Managed Service ON-NET & OFF-NET

Nortel Service Description	5 days/9 hours	7 days/ 24hours	Installation
Both ON-NET and OFF-NET at COV Network Site	NBD Service Monthly Cost	4 hr Service Monthly Cost	
CONTIVITY 100	\$19.00	\$45.00	\$200.00
CONTIVITY 600	\$28.00	\$47.00	\$200.00
CONTIVITY 1000	\$36.00	\$56.00	\$200.00
CONTIVITY 15XX/16XX/17XX	\$101.00	\$154.00	\$250.00
CONTIVITY 2X00	\$291.00	\$437.00	\$300.00
CONTIVITY 4x00	\$873.00	\$1,139.00	\$500.00
PASSPORT 2430	\$34.00	\$71.00	\$300.00
PASSPORT 5430	\$187.00	\$402.00	\$300.00

Installation for equipment will be billed when equipment is installed and not subject to the standard installation policy. If a scheduled VPN installation visit is not cancelled by close of business two business days prior to the day of the appointment, the commonwealth will be billed \$150.00 for that visit if the installer is turned away or if the customer's local contact is not available.

B.1.10.3 Nortel VPN Optional Firewall Management

Description	Monthly Recurring	Installation
Optional Firewall Management Firewall, VPN Additional	(Installation Charge)	\$100.00
Optional Firewall Management		
Firewall, VPN Additional	\$29.00	See Above
Internal LDAP Acct Mgnt 1-10 users	\$12.00	See Above
Internal LDAP Acct Mgnt 11-50 users	\$38.00	See Above
Internal LDAP Acct Mgnt 51-100 users	\$68.00	See Above
Internal LDAP Acct Mgnt 101-300 users	\$144.00	See Above
Internal LDAP Acct Mgnt 301-500 users	\$255.00	See Above
Internal LDAP Acct Mgnt over 500 users	\$340.00	See Above
Radius Server Management		
Radius Rmt. Acct Mgnt 1-10 users	\$127.00	See Above
Radius Rmt. Acct Mgnt 11-50 users	\$255.00	See Above

Description	Monthly Recurring	Installation
Radius Rmt. Acct Mgnt 51-100 users	\$340.00	See Above
Radius Rmt.Acct Mgnt 101-300 users	\$425.00	See Above
Radius Rmt. Acct Mgnt 301-500 users	\$510.00	See Above
Radius Rmt. Acct Mgnt over 500 users	\$595.00	See Above

Installation for equipment will be billed when equipment is installed and not subject to the standard installation policy. See note on \$150.00 VPN installer turn away charge above.

B.1.10.4 CISCO VPN Server - managed service ON-NET & OFF-NET

CISCO Service Description	5 days/9 hours	7 days/ 24hours	One-Time
Both ON-NET and OFF-NET at COV Network Site	NBD Service Monthly Cost	4 hr Service Monthly Cost	Installation
CISCO 3002	\$12.00	\$19.00	\$394.00
CISCO 3005	\$51.00	\$80.00	\$394.00
CISCO 3015	\$108.00	\$174.00	\$394.00
CISCO 3030 - Non-Redundant Config	\$239.00	\$384.00	\$440.00
CISCO 3030 - Redundant Config	\$349.00	\$557.00	\$440.00
CISCO 3060 - Non-Redundant Config	\$436.00	\$697.00	\$527.00
CISCO 3060 - Redundant Config	\$545.00	\$872.00	\$527.00
CISCO 3080	\$818.00	\$1,309.00	\$635.00

Installation for equipment will be billed when equipment is installed and not subject to the standard installation policy. See note on \$150.00 VPN installer turn away charge above.

B.1.11 Disaster Recovery “Hot Site” Services - Price Schedule

Connectivity from SunGuard Richmond to the switched data network for disaster recovery is included in the monthly Network Management Fee.

B.1.12 Intrusion Detection Services – Price Schedule

B.1.12.1 Shadow Services

Shadow Service Description	Standard Monthly Charge	Enhanced Monthly Charge	Premium Monthly Charge
Shadow Services			
ShadowPatrol – 1st Device	\$3,185	\$4,779	\$6,372
ShadowPatrol – Each Additional Device	\$1,275	\$1,380	\$1,487
ShadowWall – Per Device - Basic Service	\$2,655	\$4,248	\$5,840
ShadowWall – High Availability Service	\$3,983	\$6,372	\$8,762

Devices must be located at the same physical location as the managed IDS boxes.

Shadow Service Description	Installation Fees	Annual Maintenance
Hardware	\$3,264	\$73
Network Sensor	\$7,236	\$1,023
Per Site Implementation fee	\$1,930	\$0
IDS device implementation fee	\$1,445	\$0

Disaster Recovery Site	Installation Fees	Annual Maintenance
Hardware	\$3,264	\$73
ShadowPatrol – Each Additional Device	\$1,275	
Secure Data Agent Equipment Fee	\$5,500	\$0
IDS device implementation fee	\$1,445	\$0
IDS Engineering – per visit	\$2,100	N/A

B.1.12.2 Watch Services

Watch Services Description	Standard Monthly Charge	Enhanced Monthly Charge	Premium Monthly Charge
Watch Services			
OverWatch – 1st Device	\$2,655	\$4,248	\$5,840
OverWatch – Each Additional Device	\$106	\$159	\$212
SecureWatch – 1st Device	\$2,655	\$4,248	\$5,840
SecureWatch – Each Additional Device	\$318	\$425	\$531

Devices must be located at the same physical location as the managed IDS boxes.

Watch Services Description	Installation Fees	Annual Maintenance
Per Site Implementation fee	\$1,930	\$0
Additional Device Implementation	\$291	\$0

B.1.13 TruSecure Security Assurance Subscription

TruSecure Service Description	Standard Monthly Charge
Security Assurance subscription	\$13,547.00

B.2 COVANET Voice Services

B.2.1 Outbound Long Distance Telephone Service

B.2.1.1 Outbound Domestic Voice

Description	Per minute Intrastate	Per minute Interstate	Non-Recurring Cost
Ded to Ded Day	\$0.0180	\$0.0180	\$0
Ded to Ded Off	\$0.0180	\$0.0180	\$0
Ded to Switched Day	\$0.0340	\$0.0280	\$0
Ded to Switched Off	\$0.0340	\$0.0280	\$0
Switched to Switched Day	\$0.0495	\$0.0495	\$0
Switched to Switched Off	\$0.0495	\$0.0495	\$0
Switched to Ded Day	\$0.0280	\$0.0280	\$0
Switched to Ded Off	\$0.0280	\$0.0280	\$0
Other States (Intrastate Only)	\$0.17	N/A	\$0

Note: Intrastate price is for both Intralata and Interlata Calling

B.2.1.2 Outbound International Voice Rates

See Appendix B-1 Table 1 for International Rates

B.2.1.3 Inbound International Rates

See Appendix B-3 Table 1-4 for International Rates

B.2.1.4 Country to Country Calling Rates

See Appendix B-2 Table 1-2 for International Rates

(Note: Combine Originating Country rate per minute with Terminating Country rate per minute to get Total Rate Per Minute.)

B.2.1.5 Operator Assisted Calling

Directory Assistance, Collect and Third Party Directory Assistance, Collect and Third Party

Description	Per Minute	Per Call	Non-Recurring Cost
Directory Assistance			
Virginia	N/A	\$0.40	\$0
Interstate	N/A	\$0.40	\$0
Canada	N/A	\$0.40	\$0
International	N/A	\$2.00	\$0
Operator Dialed - Domestic	N/A	\$0.35	
Operator dialed - International	\$1.00	\$1.00	\$0

Description	Per Minute	Per Call	Non-Recurring Cost
Collect Calling			
Operator Station Domestic & Canada	\$0.10	\$1.00	\$0
Operator Station-International	International Rate Table B-1	\$2.00	\$0
Person to Person Domestic & Canada	\$0.10	\$2.00	\$0
Person to Person International	International Rate Table B-1	\$3.00	\$0
Third Party Calling			
Operator Station Domestic & Canada	\$0.10	\$1.00	\$0
Operator Station-International	International Rate Table B-1	\$2.00	\$0
Person to Person Domestic & Canada	\$0.10	\$2.00	\$0
Person to Person International	International Rate Table B-1	\$3.00	\$0

B.2.2 Inbound Toll-Free (“800”)

B.2.2.1 Distance Insensitive (Domestic) Toll Free Rates

Description	Intrastate Per Minute Rate	Interstate Per Minute Rate	Non-Recurring Cost
Switched to Dedicated Day	\$0.0280	\$0.0280	\$0
Switched to Dedicated Off	\$0.0280	\$0.0280	\$0
Switched to Switched Day	\$0.0495	\$0.0495	\$0
Switched to Switched Off	\$0.0495	\$0.0495	\$0

Note: Intrastate price is for both Intralata and Interlata Calling

B.2.2.2 Access Monthly Recurring (Per Trunk Group/Account Fee)

Description	Monthly Charge	Non-Recurring Cost
T-1 Access	\$250	\$800
ISDN/PRI Access	\$250	\$800
D Channel	\$0	\$0
Dedicated Trunk Group	\$50	\$0
Switched 800 Number	\$5	\$0
Interface equipment	See B.2.2.3 Below	

B.2.2.3 MCI CPE used in COVANET

MCI CPE Description	MCI Product Code	Monthly Rental
MCI Channel Bank	CBK04	\$224.00
MCI CSU - 2	CSU02	\$85.00
MCI CSU - 9	CSU09	\$133.00
MCI Voice Card - 1	VCD01	\$16.00
MCI CDU - 2	CDU02	\$145.00

B.2.2.4 Payphone Surcharge

Description	Per Call	Non-Recurring Cost
Payphone Surcharge	\$0.30	\$0
Blocking Payphones	No charge	I- \$150 per Corporate ID

B.2.2.5 International Toll Free Rates

See Appendix B-3 for the International Toll Free Table

B.2.2.6 Inbound Toll Free Standard Features

Description	Per Call	Non-Recurring Install Cost	Non-Recurring Change Cost
Direct Termination Overflow	\$0.03 per call	\$120 p/table	\$40 p/table
Percentage Allocation Routing	No Charge	\$40.00	\$20.00
Point of Call Routing	No Charge	\$40.00	\$20.00
Tailored Call Coverage	No Charge	\$120.00	\$40.00
Holiday Routing	No Charge	\$88.00	\$40.00
Time of Day Routing/ Day of Week Routing	No Charge	\$40.00	\$20.00
Dialed Number Identification (DNIS) Per Trunk Group	No Charge	\$400.00	\$40.00
Supplemental Codes/ID codes per block of 100	No Charge	\$40.00	\$40.00
Supplemental Codes/ Accounting codes per block of 100	No Charge	\$40 per Toll Free Number	\$40 per Toll Free Number
MCI Toll Free Reporting	No Charge	\$50/two users	
Disconnect Message Referral	No charge unless referring to a non-MCI Number. Then MRC = \$150.00		

B.2.3 Enhanced Call Routing (ECR) Toll Free Services

B.2.3.1 ECR Platform and Transport Charges

Description	Per Minute Rate	Non-Recurring Cost
ECR Platform duration Per Minute Rate (1 min. min)	\$0.105	\$0.00
ECR Transport Charges (800 Calls to Sites – below)	COVANET Toll Free Rate	
Dedicated termination 800	\$0.0280	
Switched termination 800	\$0.0495	

B.2.3.2 (ECR) Application Development Services

Feature Description	Per Hour	Non-Recurring Cost
ECR Systems Development	\$120.00	\$0.00
Systems Development (One Time per new system)	\$0.00	\$200.00

B.2.3.3 Enhanced Call Routing (ECR) Feature Charges

Feature Description	Recurring Per Month	Non-Recurring Cost
Advanced database routing	\$0.00	\$0.00
Busy no answer routing	\$0.00	\$0.00
Database Routing	\$0.00	\$0.00
Menu routing	\$0.00	\$0.00
Automated speech recognition (New ECR Service)	\$400.00	\$0.00
Caller give back/take back	\$0.00	\$0.00
Custom Call Records (CCR)		
CCR Tape - Daily reports	\$600.00	\$0.00
CCR Tape - Weekly reports	\$240.00	\$0.00
CCR Tape - Monthly reports	\$120.00	\$0.00
ECR Host Connect Gateway	\$80.00	\$0.00
Host Connect Gateway Application	\$80.00	\$0.00
Message Announcement	\$0.00	\$0.00
Remote Audio Message update	\$80.00	\$0.00
Take back and Transfer) (Release link call transfer)	\$0.00	\$0.00
Text to speech	\$400.00	\$0.00

Note: A minimum \$0.01 per call is charged, if no features are selected

Description	One Time Charge	Non-Recurring Cost
Remote Audio Message update One Time per update	\$100.00	\$0.00
ECR Host Connect Gateway Expedited install/change	\$350.00	\$0.00

B.2.4 Translation Services

B.2.4.1 Service Access Pricing

Customers will be invoiced at the Dedicated Toll Free transport rates.

B.2.4.2 Translation Services Pricing

a. Installation and Recurring Charges

Description	Monthly Recurring Cost	Non-Recurring Cost
Translation Services	\$50.00	\$150.00

b. *Translation Rates*

Description	Unit	Charge
Spanish (Peak)	Per Minute	\$1.88
Spanish (Off-Peak)	Per Minute	\$2.12
Other Languages (Peak)	Per Minute	\$2.28
Other Languages (Off-Peak)	Per Minute	\$3.46

Notes:

The peak period is 5:00 a.m. to 5:00 p.m. Pacific time. Off-peak time is 5:00 p.m. to 5:00 a.m. weekends and holidays. If a call straddles the peak and off-peak time period, the call will be rated in the period in which it begins.

B.2.5 T-1 Digital Gateway (Integrated Voice/Data T-1 Service)

Description	Monthly Recurring Base Cost	Non-Recurring Cost
T-1 Access	\$250.00	\$800.00
Trunk Groups	\$50.00	\$0.00
ISDN/PRI Access	\$250.00	\$800.00
D-Channel	\$0.00	\$0.00
Calling Station ID.	\$0.00	\$0.00
Interface equipment	See B.2.2.3, CPE Pricing	

B.2.6 Operator/Public Payphone Services (Commission Plan)

Monthly Revenue	Monthly Commission %	Non-Recurring Cost
\$0 - \$100,000	39.00%	\$0.00
\$100,001 - 200,000	42.00%	\$0.00
\$200,001 and above	45.00%	\$0.00

B.2.7 Calling Card Service

B.2.7.1 Domestic Calling

a. Calling Card Surcharges

Description	Per Call	Non-Recurring Cost
Domestic Surcharge (All Interstate & VA Intrastate)	\$0.00	\$0.00
Domestic Surcharge (Intrastate not Virginia)	\$0.25	\$0.00
Payphone Surcharge	\$0.30	\$0.00

b. Calling Card Per Minute Rates

Description	Intrastate/VA Per Minute	Interstate Per Minute	Non-Recurring Cost
Switched to Ded Day	\$0.0340	\$0.0280	\$0.00
Switched to Ded Off	\$0.0340	\$0.0280	\$0.00
Switched to Switched Day	\$0.0495	\$0.0495	\$0.00
Switched to Switched Off	\$0.0495	\$0.0495	\$0.00
Intrastate not Va - All	\$0.1700	N/A	\$0.00

B.2.7.2 International Calling Card Services

Description	Per Call	Non-Recurring Cost
International	See Appendix B-3 International Rates	
Canada Surcharge	\$0.00	\$0.00
International Surcharge	\$0.00	\$0.00
Canada Payphone Surcharge	\$1.50	\$0.00
Payphone Surcharge	\$1.25	\$0.00

B.2.8 ImagePort - Fax Broadcast

Description	Per Page	Non-Recurring Cost
Domestic Peak	\$0.1700	\$0
Domestic Off Peak	\$0.1400	\$0
International Peak & Off Peak	See Appendix B-1 Table 1 for International Rates	

B.2.9 Prepaid Calling Cards

Description Face Value on Card	Per Card Charge
eXpress! Card Style*	
\$5.00	\$3.08
\$10.00	\$6.15
\$20.00	\$12.30
\$40.00	\$24.60

* Notes: Minimum Card order of \$150.00
 Rate is 79 cents per call and 5 cents per minute.
 Prepaid service expires 12 months after activation of card.

B.2.10 Audio Conferencing Services

B.2.10.1 Audio Conferencing

Description	Charge (per minute)
Premier-Domestic	
Dial-Out	\$0.295
Toll Free Meet Me	\$0.295
Toll Meet Me (Bridging only)	\$0.225
Standard-Domestic	
Dial-Out	\$0.195
Toll Free Meet Me	\$0.175
Toll Meet Me (Bridging only)	\$0.165
Unattended-Domestic	
Toll Free Meet Me	\$0.165
Toll Meet Me (Bridging only)	\$0.155
Instant Meeting Dial Out	
Dial-Out	\$0.165
Toll Free Meet Me	\$0.165
Toll Meet Me (Bridging only)	\$0.155

Notes:

- These pricing tables are for calls from the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands to the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands
- Bridging only. Toll Meet Me participants will pay their own long

B.2.11 Video Conference Bridging Service

Service Features	MCU Port Fee	Transport Fee
Video Port Bridging		
Rate per Minute per Port	\$0.80	
Per 112/128 Kbps Transport		
Rate per Minute per Port (*)		\$0.30/min/port

* Domestic transport rates are priced per 112/128 Kbps channel per minute and are for Dial-Out only.

B.2.12 MCI Voice Portal Services

Service Features	Service Development Fee	Change Fee After initial Implementation	Transaction Fee
Address Change	\$25,000	\$225/hour	\$0.35
Business Locator	\$30,000	\$225/hour	\$0.35
Outbound Call Initiator	\$30,000	\$225/hour	\$0.25
Recording Fees	ICB	ICB	

Prices shown are example prices. Any major project is on an Individual Case Basis with prices provided by MCI for the specific application.

B.2.13 MCI Web Center

MCI Web Center customers are assessed a monthly recurring charge per agent based on the number of agents using the Web Center platform monthly, as well as a monthly recurring charge “per Supervisor”.

Agent Type	Monthly Fee
Supervisor Fee	\$550 per individual supervisor
Full Time Agent	\$485 per full-time individual (named) agent
Part Time Agent	ICB

B.3 Network Management Services

B.3.1 Data Management Services

Description	Monthly Recurring Cost	Non-Recurring Cost
Network Management NOC Support (Includes Hot Site Access PVCs)	\$65,000	\$0.00

Appendix B-1 International Rates

Appendix B-1, Table 1. Outbound International Rates

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Afghanistan	\$2.110	\$1.795
Albania	\$1.029	\$1.006
Algeria	\$0.789	\$0.767
American Samoa	\$0.688	\$0.678
Andorra	\$0.391	\$0.370
Angola	\$1.226	\$1.204
Anguilla	\$0.783	\$0.764
Antarctica (Casey, Davis, Mawson and Macquarie Island)	\$1.067	\$1.044
Antarctica (Scott Base)	\$1.036	\$1.013
Antigua (Barbuda)	\$0.571	\$0.557
Argentina	\$0.215	\$0.195
Armenia	\$1.043	\$1.025
Aruba	\$0.549	\$0.506
Ascension Island	\$1.091	\$1.068
Australia (including Tasmania)	\$0.095	\$0.075
Austria	\$0.599	\$0.577
Azerbaijan	\$1.301	\$1.278
Bahamas	\$0.318	\$0.275
Bahrain	\$0.934	\$0.915
Bangladesh	\$1.347	\$1.328
Barbados	\$0.693	\$0.669
Belarus	\$0.776	\$0.754
Belgium	\$0.111	\$0.091
Belize	\$0.816	\$0.796
Benin	\$0.850	\$0.843
Bermuda	\$0.453	\$0.446
Bhutan	\$1.866	\$1.843
Bolivia	\$0.786	\$0.764
Bosnia-Herzegovina	\$0.817	\$0.795
Botswana	\$0.718	\$0.695

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Brazil *	\$0.130	\$0.110
British Virgin Islands	\$0.540	\$0.519
Brunei	\$1.038	\$1.017
Bulgaria	\$0.555	\$0.533
Burkina Faso	\$0.923	\$0.901
Burundi	\$2.372	\$2.351
Cambodia	\$2.101	\$2.078
Cameroon	\$1.048	\$1.034
Canada	\$0.070	\$0.070
Cape Verde Islands	\$1.105	\$1.082
Cayman Islands	\$0.477	\$0.474
Central African Republic	\$2.104	\$2.081
Chad	\$2.856	\$2.835
Chile	\$0.465	\$0.443
China	\$0.133	\$0.113
Christmas Island	\$0.319	\$0.297
Cocos Islands	\$0.319	\$0.297
Colombia	\$0.722	\$0.676
Comoros	\$1.961	\$1.940
Congo	\$1.012	\$0.970
Cook Islands	\$2.037	\$2.019
Costa Rica	\$0.220	\$0.200
Croatia	\$0.280	\$0.260
Cuba	\$0.997	\$0.965
Cyprus	\$0.770	\$0.747
Czech Republic	\$0.190	\$0.170
Denmark	\$0.111	\$0.091
Diego Garcia	\$1.307	\$1.290
Djibouti	\$1.278	\$1.255
Dominica	\$0.687	\$0.665
Dominican Republic	\$0.426	\$0.405
East Timor	\$3.700	\$3.680
Easter Island	\$0.465	\$0.443
Ecuador	\$0.849	\$0.825
Egypt	\$0.470	\$0.450
El Salvador	\$0.661	\$0.648
Equatorial Guinea	\$2.346	\$2.323
Eritrea	\$1.604	\$1.583
Estonia	\$0.811	\$0.789
Ethiopia	\$0.741	\$0.721

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Faeroe Islands	\$0.554	\$0.533
Falkland Islands	\$1.494	\$1.480
Fiji Islands	\$1.117	\$1.095
Finland	\$0.443	\$0.425
France	\$0.085	\$0.065
French Antilles (including Martinique, St. Barthelemy and St. Martin)	\$0.552	\$0.529
French Guiana	\$0.927	\$0.906
French Polynesia	\$1.928	\$1.905
Gabon	\$0.946	\$0.923
Gambia	\$0.843	\$0.824
Georgia	\$1.128	\$1.107
Germany	\$0.085	\$0.065
Ghana	\$0.280	\$0.260
Gibraltar	\$0.908	\$0.885
Greece	\$0.111	\$0.091
Greenland	\$0.599	\$0.588
Grenada (including Carriacou)	\$0.691	\$0.670
Guadeloupe	\$0.611	\$0.587
Guantanamo Bay	\$0.997	\$0.965
Guatemala	\$0.625	\$0.601
Guinea	\$1.797	\$1.774
Guinea Bissau	\$1.420	\$1.397
Guam	\$0.050	\$0.050
Guyana	\$1.089	\$1.072
Haiti	\$0.867	\$0.849
Honduras	\$0.363	\$0.343
Hong Kong	\$0.146	\$0.126
Hungary	\$0.517	\$0.494
Iceland	\$0.746	\$0.722
India	\$0.335	\$0.315
Indonesia	\$0.776	\$0.752
Iran	\$1.264	\$1.261
Iraq	\$1.717	\$1.699
Ireland	\$0.111	\$0.091
Israel	\$0.220	\$0.200
Italy	\$0.111	\$0.091
Ivory Coast	\$1.322	\$1.304
Jamaica	\$0.908	\$0.884
Japan	\$0.125	\$0.105

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Jordan	\$1.069	\$1.062
Kazakhstan	\$0.887	\$0.864
Kenya	\$0.517	\$0.497
Kiribati	\$2.286	\$2.268
Korea, Democratic People's Republic of	\$2.941	\$2.941
Korea, Republic of	\$0.160	\$0.140
Kuwait	\$1.111	\$1.092
Kyrgyzstan	\$1.441	\$1.418
Laos	\$2.173	\$2.150
Latvia	\$0.811	\$0.789
Lebanon	\$1.006	\$0.988
Lesotho	\$0.996	\$0.975
Liberia	\$0.722	\$0.692
Libya	\$1.437	\$1.414
Liechtenstein	\$0.289	\$0.266
Lithuania	\$1.053	\$1.031
Luxembourg	\$0.426	\$0.405
Macao	\$1.097	\$1.076
Macedonia	\$0.817	\$0.795
Madagascar	\$3.302	\$3.281
Malawi	\$0.782	\$0.761
Malaysia	\$0.510	\$0.488
Maldives	\$1.475	\$1.452
Mali	\$1.376	\$1.355
Malta	\$0.892	\$0.871
Marshall Islands	\$1.214	\$1.196
Mauritania	\$1.177	\$1.154
Mauritius	\$1.347	\$1.324
Mayotte Island	\$1.961	\$1.940
Mexico (All Zones)	\$0.280	\$0.280
Micronesia	\$1.124	\$1.103
Moldova	\$1.171	\$1.148
Monaco	\$0.271	\$0.261
Mongolia	\$2.001	\$1.978
Montserrat	\$0.796	\$0.792
Morocco *	\$0.496	\$0.476
Mozambique	\$1.433	\$1.411
Myanmar	\$2.789	\$2.766
Namibia	\$0.833	\$0.819
Nauru	\$2.592	\$2.569

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Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Nepal	\$1.180	\$1.159
Netherlands	\$0.1088	\$0.0888
Netherlands Antilles	\$0.307	\$0.287
Nevis	\$0.571	\$0.550
New Caledonia	\$1.281	\$1.259
New Zealand	\$1.036	\$1.013
Nicaragua	\$0.695	\$0.673
Niger	\$1.092	\$1.086
Nigeria	\$1.167	\$1.145
Niue Island	\$1.909	\$1.895
Norfolk Island	\$1.067	\$1.044
Norway	\$0.268	\$0.246
Oman	\$1.085	\$1.080
Pakistan	\$1.165	\$1.140
Palau	\$1.295	\$1.273
Palestine	\$0.689	\$0.673
Panama	\$0.721	\$0.700
Papua New Guinea	\$0.849	\$0.837
Paraguay	\$0.874	\$0.853
Peru	\$0.2982	\$0.2782
Philippines	\$0.2361	\$0.2161
Poland	\$0.188	\$0.168
Portugal (including Azores and Madeira Islands)	\$0.555	\$0.533
Qatar	\$1.109	\$1.086
Reunion Island	\$1.435	\$1.418
Romania	\$0.746	\$0.722
Russia	\$0.887	\$0.864
Rwanda	\$1.437	\$1.414
San Marino	\$1.214	\$1.196
Sao Tome	\$1.723	\$1.699
Saudi Arabia	\$0.770	\$0.750
Senegal	\$1.396	\$1.395
Seychelles	\$1.589	\$1.577
Sierra Leone	\$1.055	\$1.032
Singapore	\$0.525	\$0.479
Slovakia	\$0.664	\$0.643
Slovenia	\$0.817	\$0.795
Solomon Islands	\$1.333	\$1.310
Somalia	\$2.967	\$2.946
South Africa	\$0.237	\$0.217

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	\$0.1088	\$0.0888
Sri Lanka	\$1.121	\$1.116
St. Helena	\$1.549	\$1.528
St. Kitts	\$0.571	\$0.550
St. Lucia	\$0.682	\$0.661
St. Pierre/Miquelon	\$0.544	\$0.522
St. Vincent/Grenadines	\$0.763	\$0.742
Sudan	\$1.442	\$1.421
Suriname	\$1.389	\$1.374
Swaziland	\$0.924	\$0.903
Sweden	\$0.111	\$0.0910
Switzerland	\$0.289	\$0.266
Syria	\$1.167	\$1.145
Taiwan	\$0.160	\$0.1400
Tajikistan	\$0.887	\$0.864
Tanzania	\$0.924	\$0.903
Thailand	\$0.181	\$0.161
Togo	\$1.151	\$1.128
Tonga	\$1.174	\$1.151
Trinidad/Tobago	\$0.755	\$0.734
Tunisia	\$0.683	\$0.661
Turkey	\$0.2884	\$0.2664
Turkmenistan	\$2.113	\$2.095
Turks and Caicos Islands	\$0.685	\$0.661
Tuvalu	\$2.283	\$2.261
US Virgin Islands	\$0.050	\$0.050
Uganda	\$0.877	\$0.856
Ukraine	\$0.776	\$0.754
United Arab Emirates	\$0.746	\$0.722
United Kingdom	\$0.085	\$0.065
Uruguay	\$0.861	\$0.843
Uzbekistan	\$0.937	\$0.914
Vanuatu	\$2.286	\$2.268
Vatican City	\$0.445	\$0.422
Venezuela	\$0.564	\$0.549
Vietnam	\$0.545	\$0.525
Wallis and Futuna	\$2.094	\$2.071
Western Samoa	\$1.047	\$1.025
Yemen, Republic of	\$1.077	\$1.033
Yugoslavia	\$0.830	\$0.809

Outbound International Rates Called Country	Switched Origination	Dedicated Origination
Zaire	\$0.937	\$0.920
Zambia	\$0.952	\$0.932
Zimbabwe	\$0.770	\$0.747

Appendix B-2

WorldPhone Rate Table

APPENDIX B-2, Table 1. Worldphone Inbound International Rates

Appendix B-2 WorldPhone Country	Rate Per Minute
American Samoa	1.6509
Anguilla	1.0472
Antigua	1.0566
Argentina	1.2186
Armenia	1.9297
Aruba	0.9252
Australia	1.1824
Austria	0.9722
Bahamas	0.7284
Bahrain	1.2147
Bangladesh	1.7220
Barbados	0.9467
Belarus	1.9297
Belgium	0.4659
Belize	0.9322
Bermuda	0.7693
Bolivia	1.2151
Brazil	0.5329
British Virgin Islands	0.9241
Brunei	1.4148
Bulgaria	1.9297
Canada	0.2727
Cayman Islands	0.9474
Chile	0.5399
China	1.8361

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Appendix B-2 WorldPhone Country	Rate Per Minute
Colombia	1.0154
Cook Islands	2.0531
Costa Rica	0.9851
Croatia	1.1967
Cyprus	1.1840
Czech Republic	1.1487
Denmark	1.0119
Dominica	1.0567
Dominican Republic	0.9783
Ecuador	1.0975
Egypt	1.2368
El Salvador	0.9335
Estonia	2.3776
Federated States of Micronesia	1.8836
Fiji	1.8836
Finland	1.0409
France *	0.4492
French Antilles & Martinique - Guadeloupe	0.8751
French Guiana	1.0566
Gabon	1.4008
Gambia	1.3827
Georgia	2.3776
Germany	0.4619
Ghana	1.7477
Greece	1.1561
Grenada (Incl. Carriacou)	0.9864
Guatemala	0.8907
Guyana	1.3003
Haiti	0.9014
Honduras	0.9352
Hong Kong	0.6376
Hungary	1.1957
Iceland	1.0445
India	1.7326
Indonesia	1.4622
Iran	1.6313
Ireland	0.8943
Israel	1.0866
Italy	0.4510
Ivory Coast - Cote d'Ivoire	1.3504
Jamaica	0.9494
Japan	0.5891
Jordan	1.7083
Kazakhstan	1.9297
Kenya	1.3556

Appendix B-2 WorldPhone Country	Rate Per Minute
Korea, The Republic of	1.2046
Kuwait	0.9992
Latvia	1.9297
Lebanon	1.7083
Liberia	1.3378
Liechtenstein	0.9727
Luxembourg	1.0165
Macao	1.6247
Macedonia	1.3206
Malaysia	1.3819
Malta	1.1969
Marshall Islands	1.4836
Mexico: Band 1	0.3662
Mexico: Band 2	0.7407
Monaco	0.8751
Montserrat	0.9863
Morocco	1.9297
Netherlands	0.8684
Netherlands Antilles	0.9127
Nevis	0.7234
New Zealand	1.3821
Nicaragua	0.9910
Norway	0.9313
Pakistan	1.7204
Panama	0.9547
Papua New Guinea	1.5889
Paraguay	1.2852
Peru	1.2053
Philippines	1.2745
Poland	1.2074
Portugal	1.2581
Qatar	1.3142
Romania	1.4295
Russia	1.9297
San Marino	0.8786
Saudi Arabia	1.2092
Senegal	1.9848
Singapore	0.6227
Slovakia	1.1478
Slovenia	1.0765
Solomon Islands	2.0561
South Africa	1.0404
Spain	0.9798
Sri Lanka	1.7573
St. Kitts - Nevis	0.9865
St. Lucia	1.0566

Appendix B-2 WorldPhone Country	Rate Per Minute
St. Vincent/Grenadines	1.0363
Sweden	0.8960
Switzerland	0.9727
Syria	1.7965
Taiwan	1.3189
Thailand	1.3750
Trinidad/Tobago	0.9473
Turkey	1.2959
Turks and Caicos	1.2045
Uganda	1.6303
Ukraine	1.9297
United Arab Emirates	1.1397
United Kingdom	0.4196
Uruguay	1.0788
Uzbekistan	2.3776
Vatican City	0.8786
Venezuela	0.8653
Vietnam	1.6786
Yemen, Republic of	1.1636
Zambia	1.7118

**APPENDIX B-2, Table 2. Worldphone
Country to Country Calling**

(Note: Combine Originating Country Zone rate per minute with Terminating Zone Country rate per minute)

Zone Name	Originating RPM	Terminating RPM
Africa	0.9069	1.0296
Asia	1.2205	1.2069
Australia	1.0910	0.8591
Belgium	0.8250	0.8591
Brazil	2.0729	1.0296
Canada	n/a	0.6137
Caribbean	0.8659	0.8591
Central America	0.8659	1.0296
China	1.7183	1.7183
Commonwealth of Independent States	1.7115	1.3774
Eastern Europe	0.7842	0.8591
France	0.7909	0.8591
Hong Kong	1.1453	1.2069
Israel	0.9478	1.1874
Italy	0.7637	1.0296
Japan	1.1114	0.8591
Korea	1.0637	1.2069
Mexico: Step A	0.5660	0.8591
Mexico: Step B	1.1933	0.8591
Middle East	1.1387	1.2069
Netherlands	0.7500	0.8591
Northern Europe	0.7773	0.8591
Saudi Arabia	1.2342	1.3774
Singapore	1.0841	1.2069
South America	0.9478	1.0296
South Pacific	1.1523	0.8591
Spain	0.8455	1.0296
United Kingdom	0.6955	0.8591
Western Europe	0.7909	0.8591

Appendix B-3

International Toll Free Table

APPENDIX B-3, Table 1. International Toll Free Rates

International Toll Free Rates Calling Country	Switched	Dedicated
American Samoa	1.1475	1.1145
Anguilla	1.8481	1.7582
Antigua (Barbuda)	0.8600	0.8400
Argentina	0.7950	0.7750
Australia (including Tasmania)	0.6750	0.6550
Austria	1.3916	1.3423
Bahamas	0.5350	0.5170
Bahrain	0.9300	0.9120
Barbados	0.7000	0.6800
Belgium	0.7000	0.6795
Bermuda	0.5550	0.5340
Bolivia	0.8400	0.8200
Brazil	0.7200	0.6995
British Virgin Islands	1.9853	1.8957
Canada	(See Below)	(See Below)
Cayman Islands	1.2850	1.2640
Chile	0.8200	0.7995
China	1.4950	1.4745
Colombia	0.7750	0.7575
Costa Rica	0.7300	0.7080
Cyprus	0.9900	0.9695
Denmark	0.7550	0.7360
Dominica	2.1121	2.0171
Dominican Republic	0.5850	0.5645
Ecuador	1.0500	1.0430
El Salvador	1.0250	1.0030
Finland	0.7550	0.7340
France	0.7450	0.7230
Germany	0.6950	0.6730
Grenada	1.7847	1.6897
Greece	0.7100	0.6900
Guatemala	0.6550	0.6340
Guyana	1.1375	1.1200
Hong Kong	0.8850	0.8640
Hungary	0.7000	0.6800

International Toll Free Rates Calling Country	Switched	Dedicated
Indonesia	0.9500	0.9280
Ireland	0.7400	0.7180
Israel	0.8450	0.8235
Italy (incl San Marino & Vatican City)	0.7550	0.7330
Jamaica	0.7000	0.6780
Japan	0.8150	0.7935
Korea, Republic of	0.8700	0.8480
Latvia	1.9642	1.9250
Luxembourg	0.7300	0.7080
Malaysia	0.8650	0.8430
Marshall Islands	1.3955	1.3900
Martinique	2.2319	2.1170
Mexico	(See Below)	(See Below)
Monaco	0.7450	0.7230
Montserrat	1.8481	1.7582
Netherlands	0.7000	0.6780
Netherlands Antilles	0.6450	0.6230
Nevis	0.7000	0.6900
New Zealand	0.9650	0.9400
Nicaragua	0.9200	0.8985
Norway	0.7550	0.7340
Panama	0.6750	0.6535
Peru	1.1250	1.1035
Philippines	0.8200	0.7985
Poland	1.0945	1.0895
Portugal (including Azores and Madeira Islands)	0.9000	0.8780
Qatar	1.8150	1.7930
Romania	1.3000	1.2815
Russia	0.9987	0.9811
San Marino	1.8319	1.7786
St. Vincent/Grenadines	0.7050	0.6850
Singapore	0.8450	0.8230
South Africa	1.0750	1.0530
Spain (incl. Balearic Isles, Canary Isles, Ceuta & Melilla)	0.7950	0.7730
St. Kitts	0.7000	0.6900
St. Lucia	1.2850	1.2630
Sweden	0.7000	0.6780
Switzerland	0.7550	0.7330
Taiwan	0.7750	0.7530
Thailand	1.0000	0.9850
Trinidad/Tobago	0.7000	0.6800
Turkey	1.0055	1.0000
Turks and Caicos Islands	0.9724	0.9524
United Arab Emirates	1.8100	1.7885

International Toll Free Rates Calling Country	Switched	Dedicated
United Kingdom	0.5850	0.5630
Uruguay	0.7750	0.7750
Vatican City	0.7550	0.7330

APPENDIX B-3, Table 2. International Toll Free Rates - Canada

Canada Origination	Switched	Dedicated
Range 7	\$0.1913	\$0.1820
Range 8	\$0.2715	\$0.2631
Range 9	\$0.2715	\$0.2631

APPENDIX B-3, Table 3. International Toll Free Rates - Mexico

Mexico Origination Switched Access	Standard	Economy
Service Area M1	\$0.2650	\$0.1990
Service Area M2	\$0.4700	\$0.3525
Service Area M3	\$0.6250	\$0.4690
Service Area M4	\$0.8350	\$0.6265

APPENDIX B-3, Table 4. International Toll Free Rates - Mexico

Mexico Origination Dedicated Access	Standard	Economy
Service Area M1	\$0.2550	\$0.1915
Service Area M2	\$0.4600	\$0.3450
Service Area M3	\$0.6100	\$0.4575
Service Area M4	\$0.8250	\$0.6190

Universal International Freephone Number Service (UIFN)

Universal International Freephone Numbers (UIFN) are a new access method for International Toll Free Service (ITFS), MCI continues to support prevailing international toll-free usage rates for access from available countries. In addition, the prevailing non-recurring and recurring fees for facilities, installation, and toll-free features will apply.

Monthly Recurring Charge (MRC)

- \$10 Monthly Recurring Charge

Note: The ITU charges a one-time registration fee of 200 Swiss Francs (approximately \$155 U.S.) for each UIFN request. This fee is passed on to customers via their MCI Toll Free invoice.

Appendix B-4

Mobile Termination Rate Table

MOBILE TERMINATION PRICE GUIDE October 15, 2003

MCI will discount these rates in accordance with standard discounts received for this product which received from finance. This will be completed in a MOD to the contract.

<u>Location</u>	<u>Per-Minute Rate</u>
Andorra	\$0.3733
Argentina	0.1973
Australia (including Tasmania)	0.1556
Austria	0.2021
Belgium	0.2025
Bolivia	0.1792
Bosnia	0.1852
Brazil	0.1416
Bulgaria	0.1566
Cambodia	0.3176
Chile	0.1781
China	0.0700
Colombia	0.0950
Croatia	0.1932
Cyprus	0.2132
Czech Republic	0.1343
Denmark	0.1969
Egypt	0.1960
El Salvador	0.1169
Estonia	0.2422
Finland	0.1634
France	0.2258
Georgia	0.2068
Germany	0.1965
Gibraltar	0.1779
Greece	0.2345

<u>Location</u>	<u>Per-Minute Rate</u>
Guadeloupe	0.1668
Guatemala	0.1191
Guinea	0.1835
Haiti	0.2685
Hungary	0.1799
Iceland	0.2029
India	0.2299
Indonesia	0.1587
Ireland	0.2096
Israel	0.1158
Italy	0.1885
Jamaica	0.1881
Japan	0.1753
Jordan	0.2047
Korea, Republic of	0.0689
Latvia	0.2099
Lebanon	0.2140
Liechtenstein	0.2400
Lithuania	0.1192
Luxembourg	0.1976
Macedonia	0.2209
Malaysia	0.0341
Monaco	0.2045
Morocco	0.2485
Netherlands	0.2367
Netherlands Antilles	0.1648
New Zealand	0.1938
Nicaragua	0.2873
Norway	0.1554
Oman	0.3651
Panama	0.2020
Paraguay	0.1670
Peru	0.2526
Philippines	0.1296
Poland	0.2347
Portugal (including Azores and Madeira Islands)	0.2180
Qatar	0.3057
Romania	0.2242

<u>Location</u>	<u>Per-Minute Rate</u>
Russia	0.0875
Slovakia	0.1547
Slovenia	0.1862
South Africa	0.1857
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	0.1980
Sweden	0.1930
Switzerland	0.2567
Taiwan	0.0876
Tanzania	0.3726
Turkey	0.2021
United Kingdom	0.2138
Uruguay	0.1778
Venezuela	0.2808
Vietnam	0.3931
Yemen, Republic of	0.3151
Zaire	0.2900

Attachment C

Service Ordering and Provisioning

C.1 General

To address the full scope of the COVANET services, order processing and tracking will be facilitated through hardcopy transfer of information. This Attachment will describe order placement and tracking procedures to be used by both MCI and COV.

C.2 Order Placement

The Contractor must provide VITA with up-to-date names and telephone numbers of its primary and backup ordering contacts who will be responsible for resolving ordering and provisioning issues, and a dedicated fax number to which all orders will be transmitted. VITA will send copies of all orders via facsimile (fax) to MCI at 804-527-6720, and ultimately, through the electronic transfer of order records. Any required change to this fax number will be communicated by MCI to VITA in writing. VITA will use the faxed hardcopy to detail end-to-end requirements (i.e. ARS, ANI, special routing instructions, features, and supplemental codes, etc.) that are required in the orders. When service orders are processed, they will be entered into MCI's Web based tracking system for complete status reporting and tracking.

C.3 Operational Requirements

This Section describes operational requirements for the order processing procedures.

C.3.1 COV Responsibilities

- VITA will provide a hardcopy service order to MCI in a standardized format that contains all required information.
- VITA will act as the sole point of contact for the placing of all COVANET service orders, excluding authorized DSP participants. VITA will appoint Ordering Officers. No order will be implemented without an official service order from VITA's designated Ordering Officers.

C.3.2 MCI Responsibilities

- MCI will interface only with VITA and authorized DSP participants for the provisioning of COVANET service orders.
- MCI will only accept COVANET service orders executed by DSP or VITA authorized Ordering Officers. Changes, additions or deletions to issued service

orders will not be accepted unless approved by authorized DSP or VITA Ordering Officers.

- MCI will act as VITA's agent in dealing with Local Exchange Carriers (LECs), provided that VITA executes explicit Letters of Agency (LOAs) to be provided to the LECs. These LOAs will designate MCI as agent for the Commonwealth and will contain detailed instructions regarding services to be procured on behalf of COV by MCI.
- MCI will receive the VITA service orders via fax server. Retrieval of the orders will occur at a minimum three times each business day at 08:30AM, 12:00 PM, and 4:00PM. Orders received after 4:00PM will be acknowledged as arriving the following business day.
- MCI will acknowledge receipt of each COVANET service order from VITA within one business day of receipt in a manner mutually agreed upon by MCI and VITA.
- For each service order requesting the association of long distance access for a telecommunications facility to this contract, MCI shall process the order within three (3) business days.
- For each voice circuit and data circuit service order, MCI will process the order promptly and confirm the accuracy of the requested configuration within five (5) business days of the receipt of the order. In addition, within the same five (5) business day time frame, MCI will also determine if any engineering changes are required to the configuration, and notify VITA or its authorized DSP participants of those changes in writing, including any revised circuit numbers assigned. Within fifteen (15) business days of the receipt of the order from VITA or its authorized DSP participants, MCI will provide VITA or its authorized DSP participants with a "confirmed due date" (i.e. a firm installation date upon which the installation will be completed and the service will be available for use by the customer).
- For every other service order, MCI will process the order promptly. At a minimum, MCI will provide VITA or its authorized DSP participants with a "confirmed due date" (i.e. a firm installation date upon which the installation will be completed and the service will be available for use by the customer) no less than three (3) business days in advance of the original installation date requested on the service order.
- At the request of VITA, MCI will provide an updated status of any outstanding VITA service order within an average of two business hours of receipt of the request.

- Within 24 hours of learning that a critical ordering date will be missed, MCI will notify VITA, and provide an explanation for the missed date, and the follow-up actions to be taken.
- MCI will generate weekly voice and data service order status reports and send the reports, via Electronic Mail or fax, to recipients designated by VITA.
- MCI will provide VITA with a Web site so that it may review and/or print any order status report as it desires. MCI will keep status information on this web site accurate and up to date.
- MCI will provide VITA with up to date names and telephone numbers of MCI's primary and backup ordering contacts that will be responsible for resolving ordering and provisioning issues.

C.4 Installation Intervals and Status Reporting

C.4.1 Installation Intervals

The standard intervals within which MCI agrees to install and disconnect COVANET voice and data services are set forth in Tables C-1 and C-2. MCI will inform VITA of issues as they arise on each order and via the status report. The installation intervals are based on standard MCI and LEC intervals. VITA or authorized DSP participants may request expedited installation of service in less time than the intervals stated in Tables C-1 and C-2. Service orders will only be considered to be expedited if the word "expedite" is used on the service order. An expedite charge will be applied for those orders where an expedited installation is requested and MCI completes the order in less time than the intervals in Tables C-1 and C-2. In case of such expedited orders, the Commonwealth will reimburse MCI, without mark up, for any additional cost MCI incurs from a LEC or subcontractor to expedite the installation.

Table C-1. Installation/disconnect intervals for voice services (Business Days)

Voice Services			
Product	Change Orders	New Installs	Disconnects
ANI or ISDN/BRI + Calling Card Services			
Small orders (<25)	3	3	3
Small orders (<100)	5	5	5
Large orders (>100)	15	15	12
Large orders (>500)	21	21	12
Toll Free Services			
Install with ANI termination	5	5	5
Install with T1 termination	25	25	12
Enhanced Call Routing	Individual Case Basis	Individual Case Basis	12
Other Voice Services			
Voice Grade Private Line	25	25	12
Operator / Payphone Services	25	25	12
ImagePort Fax	10	5	10

Table C-2. Installation/ disconnect intervals for data services (Business Days)

Data Services			
Product	Change Orders	New Installs	Disconnects
Private Line Services			
DS-0	25	25	12
Fractional DS-1	25	25	12
DS-1	25	25	12
DS-3	49	49	12
OC-3	Individual Case Basis	Individual Case Basis	12
Switched Data Services			
Switched 56/64	25	25	12
Switched DS-1	25	25	12
ISDN/PRI	25	25	12
COVANET Frame Relay Services			
56 Kbps	25	25	12
DS-1 /Fractional DS-1	25	25	12
DS-3/Fractional DS-3	49	49	12
PVC	10	10	10
COVANET ATM Services			
56 Kbps	25	25	12
DS-1	25	25	12
DS-3	49	49	12
OC-3	Individual Case Basis	Individual Case Basis	12
COVANET Internet Services			
UUDial Solo	7	7	7
56 Kbps	40	40	12
DS-1	40	40	12
DS-3	60	60	12
OC-3	Individual Case Basis	Individual Case Basis	12
COVANET Managed VPN Services			
Equipment installation	N/a	30	12
COVANET DSL Services			
256K – 1.5M	30	30	12

C.4.2 Order Confirmation and Status Reports

MCI will provide VITA and authorized DSP participants information on individual orders as significant events occur. In addition, MCI will on a weekly basis provide by email voice and data Order Confirmation and Status Reports to individuals designated by VITA. These reports will include status information on all COVANET outstanding orders. Samples of these reports are provided in Appendix 1 to Attachment C, and the fields are described in Table C-3 below.

Table C-3. Order Confirmation and Status Report Field Description

Field	Description
VITA Contact (Submit)	The name of the VITA contact identified on the service order.
Service Order Number (OGTS)	For each COVANET order received, a unique Order Number will be assigned.
Circuit Name (CktName)	Identifies the customer by name.
MCI Circuit ID (MCI_Ckt_ID)	For dedicated access (ON-NET Toll Free, Data Circuit) orders, a unique MCI Circuit ID(s) will be assigned.
Service Number (Service #)	A unique MCI Service Number will be assigned when a new account is created (existing Service Numbers may be referenced when adding ANIS or Calling Cards to existing accounts).
MCI Order Number (MCI_Order_#)	For each COVANET order received, a unique MCI Order Number will be assigned.
Date Received (Date_Rx)	MCI will include the date the COVANET order is received from VITA. The Order Receipt Date will be provided on the Order Confirmation and Status Report within two (2) business days after the order is received by MCI.
Requested Service Date (Requested In Service Date)	MCI will provide VITA with the requested service date for each COVANET order.
Firm Order Confirmation Schedule Date (Telco_Due)	For each COVANET order received, where MCI is acting as COV's agent in ordering LEC facilities, the Scheduled LEC (FOC) Circuit Delivery Date will be provided.
Circuit Delivery (Telco_Accepted)	Notes that date the LEC delivered the local loop.
Installation Date Problem (Jeopardy)	A flag indicating that the requested service date is likely to be missed.
Remarks (InstallRemarks)	Space for comments on the installation, including FOC dates, supplemental orders, etc.
Date Installation Completed (Actual In Service Date)	The date that installation was completed.

C.5 Calling Card Provisioning

VITA or authorized DSP Ordering Officers will provide camera-ready art and a general idea of the desired look of the card, for initiation of card production. The MCI Calling Card Project Manager will produce paper mock-ups of the customer's custom card design. These mockups will be sent to the MCI account representative. Customers should allow a minimum of five (5) business days from receipt of the completed Custom Card Order Form and camera-ready art for the creation of mock-ups.

If approved with no changes, customers will be required to sign the sample card mock-up and return it to the MCI for final art production. If the mock-ups are not approved and additional changes are necessary, the Calling Card Project Manager will be sent additional instructions and will provide a revised timeframe. After receiving the Commonwealth's approved proof, the MCI Card Project Manager will verify signatures and coordinate production of the cards.

Actual Custom Card production takes approximately 8-10 weeks. Expedite processing may be available at an additional charge to be negotiated at the time of the request. At the end of the process, a memo will be sent by MCI's COVANET Account Management Team to advise that calling cards can be ordered.

The COVANET Account Management Team will monitor the calling card inventory quantities so that a minimum of 3,000 cards will be kept in inventory at all times. MCI will use the existing "final artwork" to create the additional calling cards.

MCI will provide the Commonwealth custom calling cards in bulk to VITA in an inactive state. VITA can then activate each card by dialing into a configuration management system at MCI.

Several DSP universities use their own MCI calling card. Each university has its own custom calling card and does its own card activation. MCI will continue to support this capability.

Appendix 1

submit	OGTS	CktName	MCI Ckt_ID	Service#	MCI_Order_#	Date_Rx	Requested In Service Date	Telco_Due	Telco_Accepted	Jeopardy	InstallRemarks	Actual In Service Date
Brenda Batkins	306399	R.T. Arnold Library	C6BFH6FD0001	P0914556	CQBCYKRG	06/09/03	07/03/03					
Brenda Batkins	306425	Ripberger Public Library	C6BFJYST0001	P0917818	CQBCYNHK	06/09/03	07/03/03					
Brenda Batkins	306428	Victoria Public Library	C6BFH9BL0001	P0915111	CQBCYPN2	06/09/03	07/03/03					
Brenda Batkins	317202	HCD	T5BCHM140001	P0658158	OQBCXLZM	05/29/03	07/11/03					
Brenda Batkins	317203	Housing & Community Development	C6BDHXKN0001	P0761702	OQBCXPNG	05/29/03	07/11/03					
Brian White	318266	Court of Appeals - Judge Felton	C6BGV61C0001	P1061617	CQBCOK98	06/26/03	07/03/03					
Brian White	307116	Soutwest Va. Comm. Corrections	C6BFYKB20001	P0967110	OQBCOLBX	07/03/03	07/24/03					
Brian White	318229	ABC			042603	07/02/03	08/18/03					
Brian White	305326	DSS	MGBD2BC90001	P0852385	CQBCV7C4	05/16/03	06/19/03	06/17/03	06/19/03			
Dorothy Boland	304375	Huguenot High School	MGBG9WH90001	P1124369	IQBCT5BP	04/07/03	05/30/03	06/30/03	07/02/03			
Dorothy Boland	306638	Marion Correctional Treatment Center	D6F142090001	P0120519	OQBCY5HD	06/17/03	07/07/03					
Harold Sasser	217202	VSP - Richmond				06/03/02	12/31/02				MS Sameday.	
Harold Sasser	206177	VSP-Div 2 HQ/Culpeper/006				06/06/02	12/31/02				MS	
Harold Sasser	206236	VSP-Div 3 HQ/007				06/10/02	12/31/02				MS	
Harold Sasser	206261	VSP-Div 5 HQ/009				06/10/02	12/31/02				MS	
Harold Sasser	206257	VSP-Div 4 HQ/008				06/10/02	12/31/02				MS	
Harold Sasser	206271	VSP-Div 7 HQ/0011				06/11/02	12/31/02				MS Sameday.	
Harold Sasser	206263	VSP-Div 6 HQ/0010				06/11/02	12/31/02				MS Sameday.	
Harold Sasser	301228	Portsmouth SO Complex VSP0185				01/08/03	02/04/03					
Harold Sasser	301467	Blackstone PD VSP0190				01/16/03	02/11/03					
Harold Sasser	301683	Area 22 VSP0192				01/16/03	02/12/03					
Harold Sasser	302448	Bedford City PD, VSP0196				02/14/03	03/14/03					
Harold Sasser	302482					02/14/03	03/17/03					
Harold Sasser	302601	Rockbridge Reg Public Safety/VSP0206				02/19/03	03/18/03					
Harold Sasser	305622B	Supreme Court of Va-Humphreys				05/13/03	05/21/03					
Harold Sasser	304030	Caroline Co. SO/VSP0241				04/02/03	06/15/03					
Harold Sasser	305909	Albemarle-Charlottesville Reg. Jail/VSP0329				05/21/03	06/17/03					
Harold Sasser	306710	ABC	042571			06/13/03	06/30/03	06/25/03				
Harold Sasser	318342	US Probation Office/VSP00344				06/26/03	07/23/03					
Harold Sasser	318345	US Probation/VSP00345				06/26/03	07/23/03					
Harold Sasser	318348	US Probation/VSP00346				06/26/03	07/23/03					
Harold Sasser	318264	Fluvanna Circuit Court				06/26/03	07/24/03					
Harold Sasser	318263	Williamsburg/James City Court				06/26/03	07/24/03					
Harold Sasser	318369	Hampton University PD/VSP00115				06/27/03	07/24/03					
Harold Sasser	318419	DSS				07/01/03	08/01/03				sustained 750 and burst of 750. Assign to WTN_500 colo card S16.6 DSX SHD 0.38 16B-6	
Harold Sasser	317348	Dept. of Conservation & Recreation	C6BFNDCM0001	P0932626		05/30/03	09/01/03					
Harold Sasser	306935	US Probation Office/VSP00341	T5BHCTBB0001	P1136217	IQBC0D86	06/26/03	07/29/03					
Harold Sasser	304265	Mary Washington College PD/VSP0252	T5BG833R0001	P1119650	IQBCRTJT	04/04/03	06/04/03	06/19/03	06/19/03		supped to have demarc extended	07/03/03
Harold Sasser	304849	Albermarle CC	MHBG9S960001	P1123887	IQBCTZM2	04/16/03	07/11/03				canceled per Harold's request	07/03/03
Harold Sasser	304895	Roanoke City GDC	MHBG9Y7D0001	P1124983	IQBCVD1S	04/16/03	07/17/03	06/27/03		yes	escalating for late loop	
Harold Sasser	304887	Roanoke County GDC	MHBG9Y850001	P1124996	IQBCVD73	04/16/03	07/17/03	07/11/03				
Harold Sasser	304877	Va. Beach GDC	MHBG90CB0001	P1125017	IQBCVFGP	04/16/03	07/16/03	06/26/03			canceled per Harold's request	07/03/03
Harold Sasser	304873	Norfolk GDC-Traffic	MHBG90WC0001	P1125125	IQBCVGF	04/16/03	07/03/03	06/27/03		yes	escalating for late loop	
Harold Sasser	304716	Prince William GDC	MHBHG3P0001	P1128382	IQBCWQRY	05/05/03	07/24/03	07/03/03			will have to get Concert to extend demarc	
Harold Sasser	317161	Dept. of Rehab Services	MHBHBW020001	P1130802	IQBCX04Z	05/30/03	08/13/03	08/26/03			MGBDCFW0001 and MGZ327710001. All PVC's are mapped to the same locations. ATM to frame relay translation. The QOS for the non internet traffic is to be VBR/RT. The internet traffic is to be UBR. CDR200306020018	
Harold Sasser	305039	Pentagon Force Protection Agency/VSP0318	T5BHBRLM0001	P1129809	IQBCXL5R	05/07/03	06/25/03	06/19/03		yes	Verizon construction issue	

Harold Sasser	306482	Hanover Circuit Court	C6BHB8XN0001	P1132983	IQBCY0WW	06/11/03	07/10/03	07/03/03	06/30/03		IZA0A82Z	07/03/03
Harold Sasser	306154	ABC Store # 354	C6BHB0770001	P1131501	IQBCYBCR	06/05/03	07/03/03	06/27/03	06/27/03	yes	IZA0A6IG	opened trouble ticket with Verizon...bad loop
Harold Sasser	306365	Radford Univeristy PD/VSP0302	T5BHB4N20001	P1132065	IQBCYL34	06/09/03	07/08/03	06/30/03				
Harold Sasser	306155	ABC Store # 196	C6BHB4HR0001	P1132007	IQBCYLOS	06/05/03	07/03/03	06/30/03			IZA0A6T4	
Harold Sasser	306595	Rocky Mount PD/VSP0337	T5BHB77V0001	P1132814	IQBCYYM4	06/12/03	07/11/03	07/02/03	07/01/03			07/03/03
Harold Sasser	306347	DSS	MGBHCF530001	P1134015	IQBCZGHN	06/13/03	08/06/03	07/16/03				QOS will be VBR-NRT with peak cell rate of 1500, sustained rate of 750 and burst of 750. Assign to ROT Colo Slot 16 Port 4 DSX SHD 6.01 Shelf 16A 04
Harold Sasser	306702	Rappahannock Reg. Jail/VSP0336	T5BHC8660001	P1134326	IQBCZL0Q	06/13/03	07/18/03	07/11/03				
Harold Sasser	211336	Roanoke City PD.-VSP0153			NOC	11/13/02	12/05/02				MS sameday	
Harold Sasser	208552	Greenville Co Sheriff Ofc-VSP0050			NOC	08/15/02	12/31/02				MS Sameday.	
Harold Sasser	209995	VA State Police Area 46-VSP0069			NOC	09/20/02	12/31/02				MS Sameday.	
Harold Sasser	210199	DOC-VSP0091			NOC	10/03/02	12/31/02				MS Sameday.	
Harold Sasser	210205	Central Va. Comm Coll. Inst.-VSP0094			NOC	10/03/02	12/31/02				MS Sameday.	
Harold Sasser	210081	Roanoke-US Marshall-VSP0084			NOC	10/03/02	12/31/02				MS Sameday.	
Harold Sasser	210087	Frederick Co. Sheriff-VSP0085			NOC	10/03/02	12/31/02				MS Sameday.	
Harold Sasser	210115	Norfolk Complex-VSP0090			NOC	10/04/02	12/31/02				MS Sameday.	
Harold Sasser	210328	Harrisonburg PD.-VSP0101			NOC	10/04/02	12/31/02				MS Sameday.	
Harold Sasser	210532	Alexandria Police Dept.-VSP0109			NOC	10/10/02	12/31/02				MS Sameday.	
Harold Sasser	210528	Hampton PD VSP0107			NOC	10/09/02	12/31/02				MS sameday	
Harold Sasser	210922	Hampton Univ. PD-VSP0115			NOC	10/18/02	12/31/02				MS sameday	
Harold Sasser	210714	James City Co. PD.-VSP0119			NOC	10/18/02	12/31/02				MS sameday	
Harold Sasser	210706	State Police Div. 1 DSD-VSP0117			NOC	10/18/02	12/31/02				MS sameday	
Harold Sasser	222432	VSP-Area 13 - VSP0136			NOC	10/29/02	12/31/02				MS sameday	
Harold Sasser	222602	VSP-Area 42 - VSP0146			NOC	10/30/02	12/31/02				MS sameday	
Harold Sasser	211722	Norfolk State University PD-VSP0158			NOC	11/15/02	12/31/02				MS sameday	
Harold Sasser	223008	Petersburg PD-VSP0166			NOC	11/26/02	12/31/02				MS sameday	
Harold Sasser	223009	DMV-VSP0167			NOC	11/20/02	01/29/03					
Harold Sasser	223011	DMV-VSP0167			NOC	11/25/02	01/29/03				MS sameday	
Harold Sasser	223084	VCU Campus Police-VSP0170			NOC	11/27/02	01/31/03				MS sameday	
Harold Sasser	302488	Bristol SO/VSP0200			NOC	02/18/03	03/17/03				MS Sametime	
Harold Sasser	302595	Powhatan County SO /VSP0204			NOC	02/19/03	03/18/03				MS Sametime	
Harold Sasser	302591	Alleghany CO SO /VSP0203			NOC	02/19/03	03/18/03				MS sametime	
Harold Sasser	302562	Brunswick CO SO /VSP0202			NOC	02/19/03	03/18/03				MS sametime	

Attachment D

Billing and Chargeback

D.1 General

It shall be the responsibility of the Contractor to provide accurate and timely billing and invoice information for the telecommunications services that the state acquires. MCI will bill for usage, recurring, and non-recurring charges as specified in Attachment B, Rates and Charges. The billing capabilities described in this attachment will be available upon contract signing, unless otherwise stated.

D.2 Billing

D.2.1 Services Billed

The services to be billed by MCI include the services described in Attachment A and priced in Attachment B.

D.2.2 Billing Methods

D.2.2.1 Invoice

All services will be billed directly to VITA unless otherwise specified by VITA through the Direct Service Plan (DSP) as described in Attachment G.

Voice and Data (Frame Relay, ATM, Internet) Services. MCI's billing system will provide the Commonwealth with flexibility to accommodate both VITA direct billing and DSP billing. DSP participation is currently limited to only voice services for state universities and local governments. DSP participation in data services may be added, subject to agreement between VITA and MCI. Billing of MCI services is managed through either Corporate IDs or Billing IDs. Billing IDs are associated with private line services. These IDs are established to create a master account level. All services ordered in association with each ID belong to the single customer established at the master account level. For example, MCI will create one Corporate ID for VITA direct billed toll free services and individual Corporate IDs for each DSP participant's toll free service.

Other Services. Where the Local Exchange Carrier installs the required inside wiring, the charges will be passed through without markup. Some LECs require that inside wiring be billed to the user's location. MCI will invoice other possible subcontracted services under separate cover. Specific billing arrangements will be finalized when such services are ordered and are subject to mutually agreeable terms.

D.2.2.2 E-Rate Customers

At VITA's direction, MCI will provide Universal Service Fund (USF) eligible services to designated customers as VITA billed E-Rate customers. E-Rate service ordering and billing will be handled in the same manner as other VITA billed customers. These E-Rate customers will then work directly with MCI to obtain their USF discount reimbursements. MCI will promptly provide the required support for these E-Rate customers to obtain their USF discount reimbursements via BEAR Forms.

MCI agrees to fulfill its obligations to USF Participants in accordance with the USF program as administered by the USAC. MCI agrees and understands that it shall be responsible for resolving all service problems and the administration of said contract with USF Participants in accordance with its existing obligations under the contract.

D.2.2.3 Reporting

Reporting is provided to VITA through two mechanisms, invoices (payment vehicle) and management reports (reporting only, not a payment vehicle).

Invoice Reporting. MCI's invoices provide comprehensive reporting for both VITA and for DSP participants. The following outlines the invoice reports available. An (*) indicates the item will be provided at no cost.

1. On-net Service Standard Invoice Package
 - Summary of Amount Due*
 - Usage Summary Report*
 - Summary of Location Charges
2. On-net Service Optional Invoice Reports
 - Call Detail Report*
3. Private Line Services Standard Invoice Package
 - Summary of Amount Due*

Management Reporting

1. On-net:
Corporate Level Reporting provided to VITA or DSP participants will include the following. An (*) indicates the item will be provided at no cost:
 - Overall Corporate & Location charges*
 - Overall Summary of Location charges*
 - Overall Usage Summary*
 - Overall Interswitch DTO Summary*
 - Overall Dedicated Access Line Detail*
 - Overall Cost Allocation Report by Group*

- Overall Cost Allocation Report by ANI *
- Overall Cost Allocation Report by On-net *
- Corporate Feature Charges*
- Corporate Miscellaneous Charges*

Location Level Reporting:

- Location Usage Summary
- Location Dedicated Access Line Detail
- Location Feature/Miscellaneous Charges
- Location Cost Allocation Report by Group
- Location Cost Allocation Report by ANI
- Location Cost Allocation Report by On-net
- Location Summary by Mileage Band & Time of Day
- Location Summary by Area Code/Country code/RNX

Commissionable Services. MCI will provide reports detailing operator and payphone services usage and commissions to individual customers participating in this service. Commissions will be paid by MCI in accordance with the rates contained in attachment B. MCI will provide copies of all such reports to VITA.

D.3 Billing Cycles

MCI will provide one copy of each invoice and/or magnetic tape to VITA and authorized DSP participants. The invoices and tapes will provide the information necessary for the Commonwealth to verify the correct amount to pay MCI. Except for DSP participants, all invoices will be sent to the following address unless otherwise specified by VITA.

Commonwealth of Virginia
Virginia Information Technologies Agency
Attention: Accounts Payable
110 South Seventh Street, 3rd Floor, Richmond, VA 23219

Invoices and magnetic tapes for DSP participants will be sent to addresses provided by each DSP participant. In addition, a copy of each magnetic tape sent to a DSP participant will also be sent to VITA.

MCI will bill the Commonwealth on a monthly basis. Usage-based services are billed in arrears and recurring services are billed in advance. The actual billing cutoff date for MCI products is not necessarily the last calendar day of each month. MCI uses several different billing cutoff dates. Table D-1 below provides the billing cycle, the date the invoice will be delivered and the date electronic media such as magnetic tapes or spreadsheets will be delivered for select MCI products.

Table D-1. Billing Cycle Matrix.

Product	Period Covered	Date Invoice Delivered	Date Electronic Media Delivered
Private Line Services	1 st -31 st	10 th	10 th
Switched Data Services	1 st -31 st	10 th	
ISDN Services	1 st -31 st	10 th	
Frame Relay Services	1 st -31 st	10 th	10 th
ATM Services	1 st -31 st	10 th	10 th
DSL Services	1 st -31 st	10 th	10 th
Internet Services	7 th -6 th	7 th	
EDI-Net Services	1 st -31 st	1 st	
VPN Services	1 st -31 st	10 th	
Intrusion Detection Services	1 st -31 st	10 th	
International Private Line	1 st -31 st	1 st	
On-Net Long Distance Services	1 st -31 st	10 th	10 th
Inbound Domestic Toll Free Services	1 st -31 st	15 th	15 th
Interactive Voice Response (ECR)	1 st -31 st	15 th	15 th
Private Line Voice Services	1 st -31 st	10 th	10 th
ImagePort Fax Services	1 st -31 st	10 th	
Audio Conferencing Services	1 st -31 st	1 st	
Video Conferencing Services	1 st -31 st	15 th	

D.4 Format

MCI will provide bills and/or reports to VITA in the following formats:

D.4.1 Hardcopy

All MCI invoices and Management Information Reports will be provided monthly in hardcopy format unless otherwise directed by VITA or DSP participants.

D.4.2 Magnetic Tape

MCI will send one copy of each magnetic tape via overnight courier to the Billing Manager – Finance and Accounting Division at VITA. DSP participants will be sent magnetic tapes at the address that they specify. In addition, a copy of each magnetic tape sent to a DSP participant will also be sent to VITA. The magnetic tape shall be deemed certified by MCI to be in proper format, free of all defects and ready for processing by VITA. Submission of the magnetic tape to the Commonwealth shall mean that the tape is deemed certified by MCI at the conclusion of MCI’s magnetic tape production process. MCI shall not be responsible for any damage to magnetic tapes that may occur during transit from MCI to the Commonwealth. The Commonwealth should notify MCI (National Account Team Billing NASS) within five (5) business days of receipt of the magnetic tape if a problem with the tape is discovered. MCI will use best reasonable

efforts to provide a replacement magnetic tape within 48 hours of receipt of the Commonwealth's request. Magnetic tape replacements will be provided within a maximum of 10 business days of the Commonwealth's request. The Commonwealth will not be expected to pay a monthly invoice until both the magnetic tape and hardcopy invoices are received.

MCI magnetic tape delivery is dependent on the original invoice production cycle. If there are no original billing system errors or delays, the billing information will arrive on an average of 10 business days after the end of the billing cycle. If there is a delay not related to the original billing system, the MCI account team's support consultant will contact the tape library for status. If the magnetic tape was created and shipped, MCI will contact the shipping company in order to provide an update to the Commonwealth.

If VITA requests files with fixed field lengths versus spreadsheets, MCI will provide magnetic tapes for large volumes of detail such as outbound/inbound long distance calling and private line circuits.

D.5 Start Date

Rates defined in Attachment B shall be billed by MCI on the Commonwealth invoices within 60 days of the effective date.

D.6 Carrier Access Charges (CAC)

- VITA will scan the VITA TEAMS database to determine the number of each of the various voice local service line types that VITA has ordered added to MCI's On-Net database.
- VITA will multiply the number of each of the various line types by the rate for that line type as specified in Attachment B to this Agreement.
- The resulting charges for all line types will be totaled to determine the fixed Carrier Access Charge to VITA.
- The amount of the fixed Carrier Access Charge will be provided to MCI along with the supporting calculations detailing how the amount was determined.
- MCI will review the documentation provided by the Commonwealth and provide its acceptance of the amount of the fixed Carrier Access Charge in writing to the VITA Assistant Controller and to the VITA Contracts Manager.
- MCI will implement the agreed upon fixed charge for the subsequent six month billing period.
- This process will be repeated semiannually to determine the fixed Carrier Access Charge for the following six month period using the latest TEAMS information.

DSP customers will be billed for the Carrier Access Charge using a process to be agreed upon by each DSP customer and MCI.

D.7 Federal Universal Service Fund Charges (FUSF)

Federal Universal Service Fund charges to VITA or to DSP customers will not exceed the Universal Service contribution factor established by the Federal Communications Commission. The factor will only be applied to interstate and international telecommunications charges to calculate the amount of the FUSF charges billed to VITA and to DSP customers.

The charges to which the FUSF charge will be applied are:

- Interstate voice and interstate switched data long distance usage
- Carrier Access Charge (CAC)
- International voice long distance usage (originated within the United States)
- Interstate data circuits (primarily public data network services)
- Miscellaneous Monthly recurring fees and one time/installation fees
 - Interstate Data and Voice Circuit Expedite Fees
 - Interstate Data and Voice Circuit Installation Fees
 - Public Internet Data Circuits (UUNET Direct)
 - VSAT Internet Access Circuits
 - T-1 Voice Access Recurring Charges (PRI's) (without proration)
 - Interstate Directory Assistance Calls
 - 800 Trunk and Business Line Fees
 - Interstate Payphone Surcharges
 - Direct termination overflow – Install/Change Per Table
 - Percentage allocation routing – Install/Change
 - Point of call routing – Install/change
 - Tailored call coverage – Install/change
 - Holiday Routing – Install/Change (per Number)
 - Time of day/day of week – Install/change (per Number)
 - Dialed number identification – Install/change (per Trunk)
 - Supplemental Codes/ID Codes (Per Block of 100)
 - Toll Free reporting (per Two users)

MCI agrees to provide the necessary credits to VITA on the Enhanced Call Routing and voice portal platform billings to offset any FUSF charges that may appear on those bills.

Attachment E

Network Management Services

E.1 General

MCI will operate the VNOC, jointly located at VITA's Operations Center and MCI's Richmond Operations Center. MCI will staff the VNOC with personnel specifically assigned to support the Commonwealth. The center will operate from 6:00 AM to 12 AM Monday through Friday and 8 AM to 5 PM on Saturday except for official Commonwealth holidays. In addition, MCI has a team of Field Operation Technicians that maintain the MCI network and infrastructure in Virginia. This team is also based in the Richmond Operations Center as well as other MCI terminals in Virginia, which allows very tight integration between COVANET and the rest of the MCI network.

MCI Network Management Centers (NMCs) proactively monitor network performance 24 hours a day, 365 days a year. NMC monitoring reduces the number of major outages because service degradations are caught in the developmental stages, often before customers are aware of any problem. The NMCs also play a major role in network restoration efforts since NMC engineers institute the preplanned real-time restoration efforts. They also dispatch personnel to areas where repairs are necessary, and initiate return-to-normal activities when the network has been repaired.

The VNOC will provide a seamless configuration management process for Data Services order entry and provisioning services.

E.2 Trouble Reporting Process

Trouble Flow Process for the VNOC

If the customer notifies VITA of a problem on a data circuit, VITA will contact the VNOC to open a trouble ticket. If the VNOC engineer or the end user opens a trouble ticket for a data circuit, the VNOC engineer will inform VITA's NCC of the trouble ticket. In all circumstances the trouble resolution process will be the same as shown below.

- The VNOC engineer will make an initial assessment of the problem and generate a local trouble ticket.
- Initial diagnostic testing will be accomplished at that time. The VNOC engineer will work closely with the individual reporting the trouble to determine the next steps in trouble resolution process.
- The VNOC engineer will take all steps possible to resolve problem locally and restore service.

- If it is determined that the problem cannot be solved locally within the first fifteen minutes, the VNOC engineer will open a trouble ticket with MCI’s Technical Service Center.
- During the trouble resolution process the VNOC engineer will take all appropriate steps; monitor activities, direct troubleshooting, escalate, etc.
- The VNOC will have ownership and responsibility for that trouble ticket until it is resolved.
- MCI agrees to open a trouble ticket with MCI’s Technical Service Center within 15 minutes of the NCC report of the problem.

Each trouble ticket will be assigned a priority level of 1, 2, 3, or 4 based on the severity of the reported problem. The priority levels and pre-defined escalation intervals are described below:

Table E.2 Service Priority Levels

Priority Level	Actions
Priority 1	Repair Time Objective is four hours Categories of Priority 1 tickets: <ul style="list-style-type: none"> • Customer is unable to use the circuit and has released the circuit for immediate testing. • Circuit is inoperable. • Circuit is experiencing intermittent failures. • Circuit has high error rate. • Any dedicated access location having 5 or more circuits out of service, or having lost 50% or more of its service. • Customer cannot make or receive international calls. • Customer cannot make or receive calls to or from a single or multiple NPA NXX, City Code, Country Code, or ONNET location. • Any switched access customer location having lost 50% or more of its service. • Any customer unable to transact business due to 800 or ONNET Service problems. Priority 1 tickets will be escalated every hour.
Priority 2	Repair Time Objective is eight hours Categories of Priority 2 tickets: <ul style="list-style-type: none"> • Trouble Tickets are assigned when the service is

Priority Level	Actions
	<p>operable but experiencing sporadic quality problems;</p> <ul style="list-style-type: none"> • Any account location with less than 5 circuits or less than 50% of total service out of service. • Consistent problems as identified by Technical Service Center or CSC on voice circuits/products. • Switch access problems, connectivity only • Dial-up data/Fax quality or connectivity service inquiries. <p>Priority 2 tickets will be escalated every 4 hours.</p>
Priority 3	<p>Repair Time Objective is 24 hours</p> <p>Customer Service Inquiries are single incident non-circuit-specific quality service inquiries or connectivity service inquiries.</p> <p>Priority 3 tickets will be escalated every ten hours (business hours only 8:00 am to 6:00 pm local time). Priority 3 Service Inquiries will not be status'ed or escalated on MCI holidays or during weekends.</p>
Priority 4	<p>Repair Time Objective is 72 hours</p> <p>Customer Service Inquiries are also known as Information Service Inquiries. They are invoked when a circuit took a hit or outage has occurred and the customer is requesting a reason for outage (research only, circuit is up and running).</p>

Trouble Ticket Historical Reports

MCI will track trouble tickets and provide monthly reports to VITA about the number of trouble tickets, details on any extended outages, trouble tickets that did not meet the Service Level Agreements. These reports are available for all MCI services and will be made available on the COVANET Web site.

VNOC Diagnostic Tools

The VNOC is equipped with monitoring capability that provides audible and visual indications of potential problems within the network. When these indications arise, the MCI VNOC will use all available diagnostic tools and other MCI systems to isolate the source of the problem. MCI will provide fault management on the entire network up to the customer's serial interface on the router.

Proactive Notification/Alarm Sharing

MCI will proactively notify the VITA NCC of circuit status changes in the COVANET network. In addition, the MCI VNOC will forward real-time network alarm

conditions electronically to the VITA NCC. Proactive notification and alarm forwarding will be provided via Lucent Technologies Fault server. By utilizing a windows browser based client, the VITA NCC will be able to receive and monitor proactive messages and alarm conditions in the network. In addition, the Fault Server client will easily allow the NCC to determine the precise time a circuit failed and what time the circuit was restored.

Technical Service Center Trouble Reporting Procedures

MCI will provide a single point of contact for trouble management support for data services during the hours the VNOC is staffed. VITA will be able to open trouble tickets directly by dialing the VNOC at 804-648-7031 or 804-527-1241. Trouble reports for voice services and for times the VNOC is not staffed will be called in directly to MCI's Technical Service Center (TSC) at 877-624-1210. The following procedures and processes are for tickets that are opened with MCI's TSC:

- Centralized trouble reporting for all services
- Problem isolation and correction
- Cooperative trouble isolation between MCI, VITA, other providers, and the end user
- Recorded audit trails of trouble resolution activities
- Responses to inquiries about trouble resolution status
- Trend analysis, trouble report sorting, and administrative reporting
- Problem escalation procedures for normal and emergency events
- Trouble report management and escalation procedure monitoring

Each trouble ticket will be assigned a priority level of 1, 2, 3, or 4 based on the severity of the reported problem. The priority levels and pre-defined escalation intervals are described further in Attachment H.3.

Distributed Network Management

MCI will provide real-time network monitoring functions to VITA and authorized staff with Lucent's™ Customer Network Management Gateway. CNM enables customers to view utilization, configuration, and operational statistics for circuits connected to the ATM/Frame Relay network. By providing a 'window' into the network management platform used by VNOC personnel, customers utilizing the CNM client have access to the same real-time statistics used by VNOC engineers to configure and troubleshoot the network. There is a monthly cost for this service.

E.3 High Performance Digital Data Network (DDN)

The DDN is a sub-network of MCI's domestic network developed to meet the high performance and reliability requirements necessary for the Commonwealth's data

transmission. MCI will focus additional resources on the DDN and provide specialized design, testing, monitoring, control, and operations support practices tailored to meet stringent performance and reliability objectives.

DDN Maintenance Windows

Maintenance Windows and Network Grooming are designated within MCI as a Planned Service Work Period (PSWP). MCI will perform maintenance on the network on an on-going basis. MCI will notify VITA of a PSWP seven calendar days prior to the planned event by contacting the VITA Customer Service Center and the VITA end user via fax and telephone. If an emergency or unplanned service work period is required, MCI will make every effort to provide as much advance notice as possible. Scheduled windows occur every month on approximately the third week of the month. These scheduled events are referred to as a MCI Digital Data Network (DDN) Window.

MCI provides maximum redundancy and survivability in the event of a disaster. In preparation for such an event, MCI's maintenance centers are designed for maximum reliability. At every location, MCI's centers are protected by diverse, dual-fed uninterruptible power sources (UPS); diverse SONET (OC-48) fiber feeds; and 7x24x365 security coverage. Each of the Network Management Centers is capable of providing total fallback capability for the other center. Many of the MCI terminal facilities in Virginia are equipped with generator backup equipment in the event of failure of commercial power. Sites without a backup generator are equipped to connect to an external mobile generator. The terminal converts the AC power to 48 volts DC. All site communications equipment operates on 48 Volts and is equipped with battery banks. In the event a site loses AC power it will operate for an extended period on site batteries. MCI's site that is utilized to connect COVANET to SunGard's national network will operate for 10.5 hours on its battery bank after the loss of commercial power. If any site loses commercial power a generator will be deployed immediately to ensure continuous operation of the facility.

VNOC Engineering Services

The Virginia Network Operations Center is the single organization that can be contacted by the Commonwealth for support on data services. MCI engineers will support the end user whether it is directly related to the private network or a public service that has been subscribed to by the Commonwealth. They will act as an interface to MCI corporate network management organizations to answer questions or resolve technical issues related to those public service offerings.

In the subsequent list, MCI presents the scope of the responsibilities and functions for Data Services:

- Provide a seamless configuration management process for COVANET order entry and provisioning.
- Review order for completeness.

- Interface with MCI engineering groups for customer support.
- Assign project implementation manager if required.
- Meet with customer to plan, review, and discuss their implementation as requested.
- Track orders within the MCI systems.
- Resolve customer related issues and answer questions on orders via Email or by phone.
- Coordinate and assist in resolving local loop issues.
- Coordinate and assist in resolving MCI network issues.
- Maintain database with all related service order information.
- Test and acceptance of local loop.
- Coordinate with customer, vendors, and VITA all cutover activity.
- Single point of contact for VITA to report problems with data services.
- Notify VITA's NCC on any customer reported trouble.
- Perform initial fault isolation procedures.
- Use local diagnostic tools for quick trouble resolution.
- Open trouble tickets with MCI Service Center if problem cannot be corrected locally.
- Coordinate resolution of the trouble ticket and escalate at designated time intervals.
- Track all activity on trouble tickets until closure.
- Status customer/VITA on progress of trouble resolution.
- Maintain list of all open trouble tickets.
- Maintain historical trouble history, made available on COVANET Web Site.
- Provide Post Mortem to VITA or Customer on unsatisfactory handled problem as requested.
- Meet with customers as requested on service related issues.
- Meet with customers for routine quality assurance reviews.

E.4 Network Capacity Management

COVANET is designed around an OC-12c backbone that has more than sufficient capacity for the existing traffic on the Commonwealth networks. MCI will proactively monitor the capacity of the core as COVANET grows to ensure capacity never becomes an issue. MCI has established a SLA that guarantees that the backbone utilization will never exceed 65%, if that parameter is not met MCI will take the appropriate action

necessary to meet that standard. The VNOC collects and analyzes traffic statistics on each of the core trunks daily. The traffic statistics for each trunk are included in the reports made available to VITA through the web-based reporting system. The VNOC engineers will work with their corporate counterparts to resolve any MCI capacity issues that may have a negative impact on commercial products subscribed to by the Commonwealth.

E.5 Network and Facility Security Management

MCI will protect the customer information from unauthorized modification during transmission. MCI will protect its Data networks using MCI security and protection measures, and by employing data networking protocols, which support higher levels of error control and integrity checks. MCI's data networks are 100 percent digital, which provides higher levels of data integrity. The use of fiber facilities provides high assurance for the protection of Commonwealth data. MCI will employ the following security management protocols.

Personnel Security. MCI's personnel security program consists of an employee screening process, MCI's Security Awareness Program, and security investigation and enforcement procedures. MCI's personnel security process will ensure that its workforce meets high standards of trust and integrity to support its customers.

Physical Security. MCI will protect its most sensitive facilities from entry by unauthorized persons through the use of an employee identification system, guarded facilities, electronic locks on doors within MCI facilities, video surveillance cameras, and a company-wide information protection program that requires employees to challenge unfamiliar or un-badged personnel within MCI facilities.

Property Security. Property security involves protecting the perimeter of a MCI facility from unauthorized access. The definition of the perimeter varies from one site to another, based on the type of site, the location, and specific site requirements. The methods used to secure the perimeter include fences and gates, cameras and other monitoring devices or a combination thereof.

Building Security. Building security consists of protecting and securing the public interior space of MCI's buildings, including the first accessible interior space and the facility's perimeter. Methods used to secure MCI buildings include, but are not limited to:

- Card access readers installed at the main entry
- Tech On Site (TOS) Switch System with regional BEST locking hardware
- Card readers on internal doors
- Closed Circuit Television (CCTV) cameras installed to provide full coverage of all access controlled entrances
- Door position contacts installed on all non-access perimeter doors

- Door position contacts installed on all rolling overhead doors and roof hatches
- Glass break detectors installed on all ground floor glass panes.

Workspace Security. Workspace security consists of securing non-public space within the perimeter of a MCI facility. Methods used to secure these spaces include card access readers and security system programming that allows only MCI employees into the workspace area, and/or the use of BEST locking hardware.

High Security. High security consists of securing and protecting the sensitive space within a MCI facility. Sensitive space includes all of the space inside the perimeter of the MCI facility that limits access to specific, authorized personnel. The space may accommodate computer or communications equipment; legal, realty, and executive offices; customer program offices with access restricted to cleared personnel; and any other space that does not allow access by unauthorized personnel.

E.6 Training and Skill Transfer

MCI has always held the belief that education of our customers and staff is of utmost importance. MCI will continue to offer training to the Commonwealth. This is accomplished in several manners. MCI will ensure that as new products, technologies and features are introduced, that knowledge base is transferred to our customer and end user. This will be completed through a variety of means; MCI offers classroom style training, web based training, white papers and other types of documentation and or net conferencing. The method used will be determined by, both the intended audience and the subject matter.

MCI will leverage our Net Conferencing product to provide web-based training to large audiences without requiring extensive travel by state employees. In addition, the training can be made available via Net Replay to allow multiple shifts to attend the same training as schedules allow.

Training may be formal, where a specialist in that field is brought in and trains a large group at one time, or may be informal, such as when an account team member sits with an individual at VITA to show them how to better take advantage of a specific product, feature or reporting capability. MCI will customize and tailor the training to the specific audience from an executive level roll out, more technical for the engineers and fully hands on for a help desk organization. MCI's goal is to continue to ensure that the Commonwealth is as current on our product portfolio as the MCI account team.

E.7 Network Management Reports

MCI will continue to provide the Web based reports as it does today as shown in Table E.7, below. In addition to the reports the Commonwealth receives today MCI has made some significant additions that will give the Agency network manager's the ability to make quicker and better decisions concerning their networks. The new reports will include near real time reports and management summary reports shown in Table E.7.

These reports will be included in the reporting system that exists today and accessible through our Web Site. Allow 10 business days for initial delivery of new reports. The reports will be in two categories:

Real Time Reports - These reports will be similar to the existing next day utilization reports but these reports will be available on line with approximately a 30-minute delay. The reports will be for Frame Relay PVCs and ATM PVCs utilization and Internet Port utilization. This will give the Commonwealth the ability to review statistical information as it occurs, identifying suspicious activity and will provide assistance when resolving network issues.

Hot Spots – These management/summary reports will be a valuable tool in identifying areas that need attention. These are areas that may be causing performance issues or potential problem areas. This tool will also be valuable when projecting and forecasting growth in the network and to assist in design modification. There are threshold parameters for each of these reports; these thresholds can be altered to meet the needs of the specific agency. There will be several reports generated in this category; these reports will be available on the Web site. At VITA’s option MCI will deliver the reports via Email.

- Top 5 (This number can be altered) busiest PVCs.
- Top 5 (This number can be altered) busiest logical ports.
- Sites that errors (Frame Relay errors/Dropped ATM cells) exceeded a specified threshold.

Table E.7– Reports Provided by MCI

Service/Function	Report Type	Daily	Weekly	Monthly	Available
Trunk					
	Trunk Utilization	X	X		
	Trunk Utilization by QoS	X			
Internet					
	Internet Port Utilization	X			
Frame Relay					
	PVC Utilization	X			
	PVC Latency	X			
	Lport Utilization	X	X	X	
	PVC Detail	X			
	Exception Reports				As Requested
ATM					
	PVC Utilization	X			
	Lport Utilization	X	X	X	
	PVC Detail	X			
	Exception Reports				As Requested

Service/Function	Report Type	Daily	Weekly	Monthly	Available
Other					
	Configuration				On Line
	Order Status				On Line
SLG/MTTR					
	Network Availability		X		
	Network Utilization		X		
	Monthly MTTR			X	
	Weekly Exception MTTR		X		
Hot Spots					
	Top 5 Busiest PVCs		X		
	Top 5 Logical Ports		X		
	Top Sites for Errors		X		
Real Time Report					
ATM	PVC Utilization				30 Minutes
	Lport Utilization				30 Minutes
Frame Relay	PVC Utilization				30 Minutes
	Lport Utilization				30 Minutes

Report Descriptions

End-to-End Network Availability Report - The End-to-End network availability is 99.2%. The availability report is a monthly report of the total number of minutes in the previous 3 month period during which a specific circuit is available to exchange data between the two COVANET end points.

Hot Spots Reports - These management/summary reports will be a valuable tool in identifying areas that need attention. These are areas that may be causing performance issues or spot potential problem areas. This tool will also be valuable when projecting and forecasting growth in the network and to assist in design modification. There are threshold parameters for each of these reports; these thresholds can be altered to meet the needs of the specific agency. The reports will be created upon request. There will be several reports generated in this category; these reports will be available on the Web site. MCI feel that these reports require high visibility; MCI can deliver these reports via E-mail.

Top 5 busiest PVCs Report - This number can be altered.

Top 5 busiest logical ports Report - This number can be altered.

Report on sites that errors exceeded a specified threshold – This report measures sites with excessive Frame Relay errors and dropped ATM cells.

Real Time Reports - These reports will be similar to the existing next day utilization reports today but these reports will be available on line with a 30-minute delay. The reports will be for Frame Relay PVCs, and ATM PVCs, and Logical Port utilization. This will give the Commonwealth the ability to review statistical information as it occurs, identifying suspicious activity and will provide assistance when resolving network problems.

Network Utilization - The utilization report will show an average percent of ATM traffic on the backbone network over a five-day period.

Internet Utilization - Internet utilization reports will graphically display ingress and egress utilization using 5-minute values for COVANET gateway connections. Each Internet gateway connection on the network will generate one graph per day. There are daily, weekly, and monthly graphs **Monthly MTTR** - The Monthly MTTR reports will graphically show by month, the average mean time to repair (MTTR) of all trouble tickets broken down by service type. Each report will show the 3 previous months. The report will be available by second week of the month.

Backbone Trunk Utilization- Backbone Trunk utilization reports will graphically display ingress and egress utilization using 5-minute peak values and 15-minute averages. Each trunk on the network will generate one graph per day. Historical data will be kept for 30 days.

Trunk Utilization by QoS - Utilization reports will show, in tabular format, the number and percentage of UBR, CBR, and VBR cells on the backbone. Each trunk on the network will generate one table per day. Historical data will be kept for 30 days.

Weekly Exception - The weekly exception report will show in a tabular report the trouble tickets that have exceeded 8 hours of outage time. The report will show the circuit id, the ticket number, a brief explanation of the resolution, and other fields. If more detailed information is requested about the outage, the report will also allow a web-based request to be generated for more information.

Configuration Report - Users will be able to access configuration information online via the COVANET web site. Users can view PVC information, circuit IDs, etc.

Order Status - User can view information as related to installation of services. This will include but not limited to Circuit ID, due date, Telco information, Service order number, Jeopardy information, etc.

Exception Reports - Exception reports can be custom designed to meet individual agency requirements. Criteria can be established to limit the amount of information the reports return. For example, an exception report can be designed from the PVC detail report to only show PVCs that have more than 35% amber frames over any 15-minute period. Exception reports can be based on any of the basic reports and can use any of the available fields of those reports for criteria. They can be displayed in a graphical or tabular format.

Initial delivery of Network Management Reporting system

Within 14 days after execution of the contract, MCI and VITA will meet and agree upon the specific reports identified in Section E.7 that will be required by VITA to be available via the Network Management reporting system. Within 60 days of the execution of the contract having developed and documented all required reports and web pages, MCI will make the system available for VITA's review and acceptance testing. Within 75 days from the execution of the contract, VITA will review and accept the system deliverables in writing or identify issues to MCI for resolution.

Beginning 90 days after the execution of this contract, monthly network management fees will not be payable until MCI has delivered the system and VITA has accepted it. For every day exceeding 90 days that the system is not completed and accepted, VITA will receive a pro-rated credit of one thirtieth of the monthly network management fee.

Ongoing Development of new Network Management Reports

VITA or its customers may from time to time request the creation of new report formats. MCI will develop the new reports within 10 business days of the request. If the reporting capability of the lucent platform changes, it may cause problems in the delivery of some reports. MCI will make every attempt to find an alternative solution. If an alternative cannot be found, the report(s) will be removed from the contract.

E.8 Performance Management – Service Level Agreements

E.8.1 General

This section describes the commitments on availability and maintainability made by MCI as well as the service level objectives and credits for missing service level objectives applicable to each of the following services provided by MCI:

- Private Line Services
- Switched Data Services
- Integrated Services Digital Network (ISDN)
- Frame Relay
- Asynchronous Transfer Mode (ATM)
- Internet
- Managed Virtual Private Network (VPN)
- Outbound Long Distance
- Inbound Toll Free
- Toll Free Interactive Voice Response
- T-1 Digital Gateway
- Intrusion Detection Services
- Network Management Reporting

E.8.2 Definitions

Except as noted the definitions and calculations in E.8 apply to all services.

E.8.2.1 Service Interruption

An interruption period begins when the NCC reports to MCI that the service has been interrupted and MCI opens a trouble ticket.

E.8.2.2 Network Outage

A Network Outage is defined as an unscheduled period in which the service is interrupted and not usable for 60 or more seconds within a 15-minute period, as measured by MCI. Network outages do not include periods of service degradation, such as slow data transmission.

E.8.2.3 End-to-End Circuit Access Types

There are three types of End-to-End circuit access types associated with Private Line, Switched Data, and Private Line Voice Services:

- On-net End-to-End Access circuits are those for which the local loop is furnished wholly via MCI or MCI-affiliate facilities.
- Off-net End-to-End Access circuits are those for which the local loop is furnished in part via MCI or MCI-affiliate facilities.
- Off-net End-to-End Access circuits are those for which the local loop is not furnished via MCI or MCI-affiliate facilities.

E.8.2.4 End-to-End Network Availability

End-to-End Network Availability is defined as the total number of minutes in the previous 3 month period during which a circuit is available to exchange data or voice between the two Customer end points, divided by the total number of minutes in the previous 3 month period.

End-to-End Network Availability is calculated after the Customer opens a Trouble Ticket with MCI and will be calculated on the availability for the MCI service monthly billing period in which the Customer opens the Trouble Ticket.

$$\text{End-to-End Network Availability (\%)} = \left(\frac{\text{Total minutes of circuit availability in previous 3 months}}{\text{Total minutes in previous 3 months}} \right) * 100$$

E.8.2.5 Mean Time to Repair (MTTR)

Mean Time to Repair is defined as the average time to restore service for a circuit or other component during a Network Outage. Network outage measurement begins when MCI opens a trouble ticket.

MTTR is a monthly average of the time taken to repair all Trouble Tickets on a specific service, with the same severity level, during a Network Outage. The length of each Network Outage on a specific service is totaled at the end of each billing month and divided by the corresponding number of Network Outages for that service. This is calculated from Trouble Tickets opened during that billing month. MTTR per billing month is calculated for each service as follows:

Monthly Mean Time to Repair (Hrs.) = (Cumulative length of Network Outage(s) for a service) /

(Total number of Trouble Tickets per billing month per service)

E.8.2.6 General Exclusions

No credit allowances are available in the following circumstances:

- Interruptions due to the failure of power, equipment, system, or services not provided by MCI.
- Interruptions during any period when the customer or user has released the service to MCI for maintenance or rearrangement purposes or for the implementation of a customer order.
- Interruptions during periods when the customer elects not to release the service for testing or repair and continues to use it on an impaired basis.
- Interruptions not reported to MCI.
- Non-completion of calls due to network busy conditions.
- MCI Maintenance windows

E.8.2.7 Service Interval - Service Level Agreements

For a list of Service Level Agreements in terms of elapsed business days allowed for all applicable service installations see Attachment C section C.4.1.

E.8.2.8 Specific Service Level Agreements by Service

The following are the SLAs for each of the Services.

Table E.8.2.8

Private Line Services SLAs

Service	MTTR
DS0, DS1, Fractional DS1 and Voice Grade Private Line (VGPL);	4 Hours
SONET DS3/STS1/ OC-3/OC-3c;	4 Hours
Metro Private Line Ethernet	4 Hours
Licensed Microwave Private Line	4 Hours

Switched Data Services SLAs

Service	MTTR
MCI network access	4 Hours

Integrated Services Digital Network (ISDN) SLAs

Service	MTTR
MCI network Access	4 hours

Frame Relay Services SLAs

Service	End-to-End Network Availability	MTTR	Transit Delay	Utilization
Frame Relay Access Availability Commitment	99.2%			
Digital data services		4 Hours		
Voice and DS0 services.		4 Hours		
Core Network			60ms	65%
Frame Relay			N/A	

ATM Services SLAs

Service	End-to-End Network Availability	MTTR	Transit Delay	Utilization
ATM Access Availability Commitment	99.2%			
Digital data services		4 Hours		
Voice and DS0 services.		4 Hours		
Core			60ms	65%
Local Loop			NA	NA

Dedicated Internet Services SLAs

<i>For Internet connections through COVANET</i>		
Service	End-to-End Network Availability	MTTR
COVANET Access Availability Commitment	99.2%	4 Hours

<i>For connections directly to a UUNet hub:</i>		
Service		MTTR
DS0, DS1, Fractional DS1		4 Hours
SONET DS3/STS1/ OC-3/OC-3c		4 Hours
DSL Internet*		4 Hours

Virtual Private Network (VPN) SLAs

Service	End-to-End Network Availability	MTTR
Access Availability Commitment	99.2	4 Hours
***Managed VPN services that utilize COVANET transport will be guaranteed the same level of availability as other COVANET products. There is no availability commitment for Managed VPN services not on COVANET.		

Outbound Long Distance SLAs

Service	MTTR
MCI Network Access	4 Hours

Inbound Toll Free SLAs

Service	MTTR
MCI Network Access	4 Hours

Toll Free Interactive Voice Response SLAs

Service	MTTR
MCI Network Access	4 Hours

T-1 Digital Gateway SLAs

Service	MTTR
T1 Access	4 Hours

Intrusion Detection Services SLAs

Service Measure	Service Level Agreement
General	
Maximum time to respond to customer inquiry	Not to exceed 15 minutes
MCI system availability	99.999%
Service provisioning	Not to exceed 30 days
ShadowGuard	
Incident Response & Risk Mitigation	Immediate
Notify client of incident	Not to exceed 15 minutes
Handle configuration changes	Not to exceed 30 minutes
Backup configuration files	Weekly & after each change
Restore configuration files	Not to exceed 3 hours
Apply necessary patches/fixes	Not to exceed 36 hours
Scan managed device for vulnerabilities	Weekly & mitigation of discovered vulnerability
Notify client of outage	Not to exceed 15 minutes
Log storage	Event data stored for one calendar month; Log data stored up to 1G per device online storage; Unlimited offline/archival storage
Reporting frequency	Daily
Reporting content	Custom
HW break/fix	Per Vendor Agreement

Intrusion Detection Services SLAs (Continued)

Service Measure	Service Level Agreement
Watch Services (SecureWatch & OverWatch)	
Incident Response & Risk Mitigation	Immediate
Notify client of incident	Not to exceed 15 minutes
Notify client of outage	Not to exceed 15 minutes
Log storage	Event data stored for one calendar month; Log data stored up to 1G per device online storage; Unlimited offline/archival storage
Reporting frequency	Daily
Reporting content	Custom

The Secure Data Agent (SDA) equipment used for ShadowGuard and Watch Services will be located on customer premises. Service level objectives for these services will be limited to factors under MCI direct control, including maintaining the availability and performance of the SDA assuming that it has adequate power and connectivity and that the equipment is made reasonably accessible to MCI and is not interfered with in any way.

Customer must purchase and maintain the highest level of vendor hardware maintenance agreement (also known as hardware break/fix) and vendor software subscription service on all hardware and software that will be subscribed to the MCI Intrusion Detection Service. If customer fails to maintain these maintenance contracts and subscriptions or fails to furnish appropriate information on these contracts to MCI in a timely fashion, MCI's obligations under the SLAs with regard to hardware break/fix and updating, patching and maintaining managed devices will be null and void.

All configuration change requests will be acknowledged within the time limit specified by the SLA above. If problems are anticipated, MCI will notify the customer of the issue within the SLA time limit, and will work with the customer to achieve a satisfactory resolution. In this case, notice to the customer within the SLA time limit will suffice as having met the SLA, regardless of the actual time required to rectify the problem and implement the change.

Network Management Reporting SLAs

<p>1-Responsibility for Reporting on SLAs and Service Credits</p> <ul style="list-style-type: none">• MCI will maintain historical trouble history.• MCI will provide monthly reports on each service to VITA showing details on failures to meet the Service Level Agreements. The reports will be available on the sixteenth of each month via the COVANET Web site. MCI will also provide a report that calculates any service credits due as a result of such failures and deliver the report electronically to VITA by the sixteenth day of each month.
<p>2-Statistical Reports (non-SLA reports) will be available daily, weekly, and monthly on the COVANET Web site according to the following schedule:</p> <ul style="list-style-type: none">• Daily reports will be available on the Web site no later than 10 am on the following workday.• Weekly reports for the previous week will be available no later than 10 am on Monday.• Monthly reports for the previous month will be available no later than 10 am on the fourth of the month.
<p>3-Reports for a new service or circuit will be set up when the service or circuit is provisioned concurrent with turning it over to the customer and will be available to VITA on the COVANET Web site.</p>

E.9 Credits for Missing Service Level Agreements

E.9.1 Credits for Failure to Meet Service Interval Service Level Agreements

If MCI fails to meet an Installation SLA for a service listed in Attachment C section C.4.1 (except for Managed VPN and IDS), then 25% of MCI's Installation Charge billed will be credited to the VITA account.

If MCI fails to meet an Installation SLA for a Managed VPN Service installation within 30 days of receiving the equipment from either the customer or the vendor, then 25% of MCI's Installation Charge will be credited to the VITA account.

For Intrusion Detection Services, one free day of service will be given for missing the Installation SLA for provisioning the service.

E.9.2 Credits for Failure to Meet Service Level Agreements for MTTR

Except as noted, the credit for missing the service level objective for any applicable access service will be given as follows:

- When the dedicated inter-exchange line or lines and/or the access or termination line or lines associated with the service are interrupted for a minimum of four (4) hours to a maximum period of twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.

- When the dedicated inter-exchange line or lines and/or the access or termination line or lines associated with the service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given for each twenty-four hour period.

E.9.3 Credits for Failing to Meet IDS Service Level Objectives

Credits for missing IDS Service Level Objectives equal one free day of service for each SLA missed, including the SLA for installation (provisioning). Documentation for missed SLAs must be provided by Commonwealth users of the service along with a request for any credits due. Credits must be requested in writing to MCI within 60 days of missing an SLA.

E.9.4 Credits for Failure to Meet Network Management Reporting Service Level Agreements

Credits for missing delivery schedule for critical SLA Reports

Beginning Ninety (90) days after the execution of this contract, MCI will be responsible for timely delivery of the SLA reports for MTTR as identified in Section E.8 above. For any month where SLA reports are not available online by the sixteenth day of the month or the credit report delivered to VITA by the sixteenth day of the month, MCI will credit VITA for five (5) percent of the total monthly recurring Network Management fee applicable for the previous month. If the SLA is missed for 3 consecutive months, MCI will credit VITA for ten (10) percent of the total monthly recurring Network Management fee applicable for the previous month

Credits for Statistical reporting system problems

Beginning 90 days after the execution of this contract, If VITA or one of its customers finds that statistical reports are not available on the website; VITA will open a Trouble Ticket with MCI. If MCI fails to remedy the situation within one week of the trouble report, MCI will credit VITA with two (2) percent of the total Monthly Management fee applicable for the month in which the problem occurred.

Some reporting system problems may result an unavoidable loss of reporting data for specific circuits or short periods of time (less than 48 hours). In such cases where minor loss of data is the only problem, a credit will not be available.

In no case in any single month where credits are due under Section E.9.4, will the maximum credit exceed ten (10) percent of the monthly network management fee.

Attachment F

Key Personnel

F.1 General

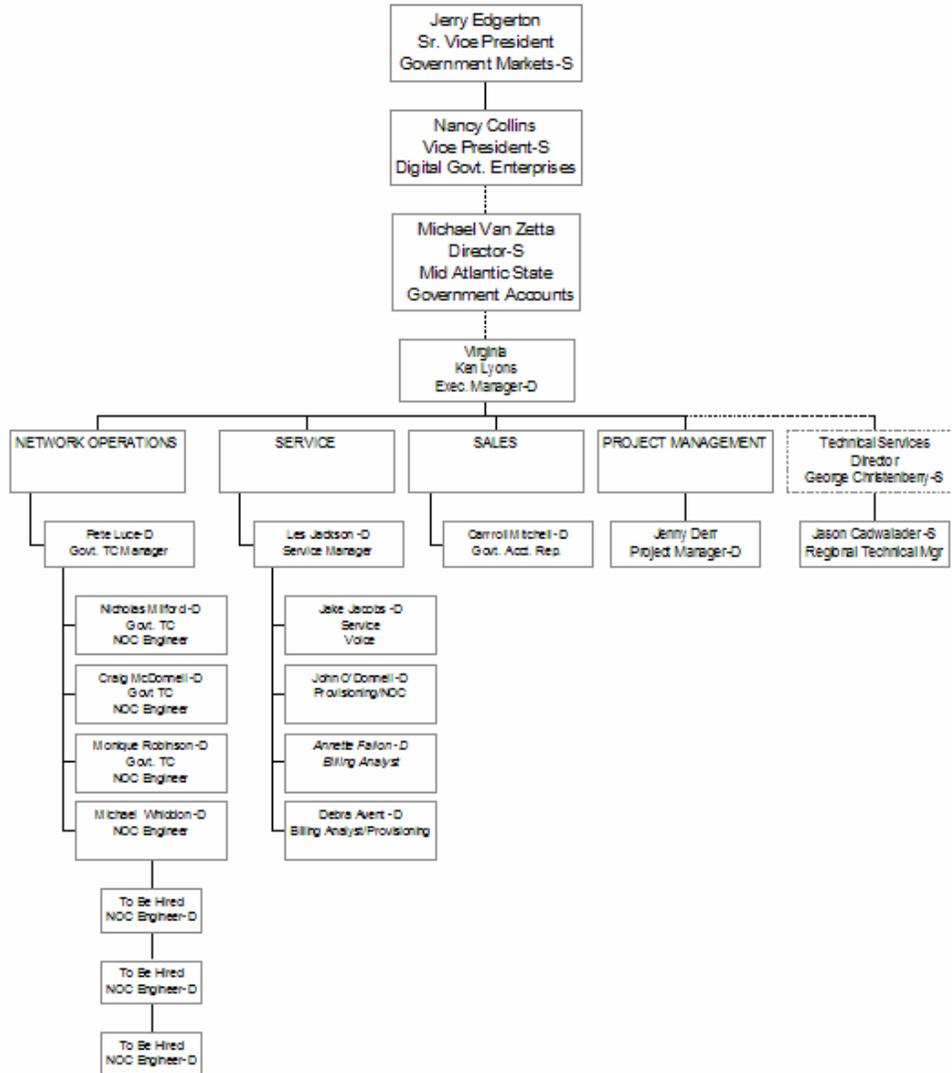
The COVANET contract shall be supported by MCI's COVANET Account Management Team (AMT) throughout the duration of the contract. The AMT will consist of dedicated and shared management, sales, service, support, and technical/Network Operations professionals committed to installing, marketing and maintaining the COVANET contract. This team is augmented by specialists who consult with the team in areas such as regulatory issues, new product offerings, contract issues and industry activities.

MCI will provide and maintain staffing levels necessary to perform all of its obligations under this contract. MCI agrees to not reduce staffing levels without VITA's written approval, which will not be unreasonably withheld. The staffing levels will be reviewed while taking into consideration, the levels of revenue and complexity of the network and determining network and determining if the number or mix of personnel needs to change to better serve the Commonwealth.

F.2 Account Management Organization

The table below represents the key personnel for the MCI Account Team. The MCI COVANET account team is located in Richmond at 4951 Lake Brook Drive Suite 200, Glen Allen, Virginia 23060. The contact numbers for the office are 1-800-777-3251 or 804-527-6300. This office serves as the point of contact for sales, ordering, configuration, installation oversight, and billing inquiries, additionally the account team maintains a Network Operations team at MCI's Richmond junction facility located at Old Francistown Road, Glen Allen, VA 23060, 804-527-1241. The MCI team also staffs a Network Operations Center at VITA. This site is manned by the MCI Network Operations Team and is available for trouble resolution and network questions in general. The lead government organization, MCI Government Markets, is located at 1946 Old Gallows Road, McLean, VA.

Organization Chart



Note: D= Dedicated Resource S=Shared Resource

Figure F-2. COVANET Account Team

The COVANET Account Team consists of integrated functions supported by experienced MCI staff and organizations already in place and supporting the Commonwealth of Virginia. The organization is built around Senior Account Team Managers (ATM) who are responsible for executing the program.

The account team flow of authority gives the ATM responsibility as: 1) the primary point-of-contact for technical and management issues among MCI, its subcontractors, and VITA; and 2) overall program management and supervision of MCI and team member resources assigned to the COVANET Account Team.

Table F.2 Account Team Manager Responsibilities

- Manages all aspects of the contract: technical performance, management, costs, terms and conditions.
- Provides primary point of contact for VITA
- Manages program budgets, cost control, scheduling, documentation, and administrative support
- Leads risk and mitigation program
- Serves as primary point of contact within MCI and with MCI teammates.
- Participates in contract performance reviews
- Manages day-to-day operations affecting the Account Team
- Interfaces with customer service office managers, MCI chain of command, and VITA personnel
- Ensures the technical quality of telecommunications and professional services and deliverables
- Identifies trends and issues that may put the project at risk and escalates issues

This team will work directly with VITA to ensure ongoing customer satisfaction by providing products and services to meet its business needs.

The COVANET Account Team is dedicated to the Commonwealth from pre-sales planning through implementation and maintenance. The team works with VITA and its customers to understand requirements, implement services per the defined schedule, and provide ongoing customer support.

Both parties agree that VITA has the exclusive right to approve the level of expertise of Contractor's personnel assigned to the team, which approval of such personnel will not be unreasonably withheld.

In addition, both parties agree that the Commonwealth may notify Contractor when it finds any Contractor Personnel unacceptable for any lawful reason relating to the provision of Services herein, including but not limited to the Commonwealth's reasonable determination that he or she is not qualified to perform the work to which he or she is assigned.

Upon written receipt of such notice, Contractor shall within five (5) business days review the matter with the Commonwealth and unless otherwise agreed upon by the parties, promptly transfer or otherwise remove such Contractor's personnel from the provisioning of Services.

F.2.1 OPERATIONS AND DAY-TO-DAY MANAGEMENT

As outlined in the organizational display above and the functional area description, MCI has developed areas within the account team to support these functions: a Technical Support Team (pre-implementation and post-implementation support) to work with VITA and its customers in designing network and technical solutions and a Network Operations Center (NOC) Team that will augment the Technical team in ongoing network support, troubleshooting and efficiency recommendations.

Ordering and provisioning support will exist under the Service Manager. MCI has dedicated ordering and provisioning support employees who interface with VITA for ordering and provisioning. MCI has a centralized order hub organization that supports the COVANET team in ordering access circuits and provisioning network capacity.

The NOC team will provide the support to turn up and test the service and coordinate the turn up with VITA and its customers. These functions provide a complete set of resources to handle daily install projects.

Billing and charge back support will exist under the Service Management organization. MCI has dedicated billing personnel to interface directly with VITA billing support functions. This group will ensure timely receipt of invoices, billing accuracy and error correction functions for VITA

Database Circuit Inventory support will exist under the Network Management manager within the COVANET team. This dedicated function will be supported by the NOC personnel and will maintain a complete data circuit inventory of all circuits within the COVANET network. It will maintain a series of data elements such as circuit ID, Telco ID, agency name, address, speed, PVC information and the like.

Network management support will reside under the Network Management manager area and its dedicated staff to support the overall network for VITA. This group will provide trouble ticket resolution, network upgrades, circuit activations, reporting.

Project Management will oversee all large or critical projects and will coordinate all relative parties, to include VITA, MCI Operations personnel, agency contacts and any sub contractors or equipment vendors. Project Manager will track all orders, critical dates and project issues and communicate these items in a timely fashion to the entire project team.

F.2.2 FUNCTIONAL AREAS

The Account Team functional areas are:

- Manager
- Sales
- Billing

- Customer Service
- Provisioning and Ordering
- Project Management
- Technical Support
- Engineering
- Network Management

F.2.3 POSITION DESCRIPTIONS

Table F.2.3 COVANET Positions and Job Descriptions

Position Title	Position Tasks
<p>Account Team Manager</p> <ul style="list-style-type: none"> • Michael Van Zetta Executive Director • Kenneth P. Lyons Executive Manager 	<p>Has overall responsibility for contract compliance, program management, and deliverables</p> <p>Is the principal point of contact for, and has oversight of, quality assurance</p> <p>Secures and manages all required MCI resources</p> <p>Oversees all personnel assigned to project</p> <p>Develops, supervises and maintains project objectives and schedules</p>
<p>Account Sales Executives</p> <ul style="list-style-type: none"> • Carroll Mitchell 	<p>Marketing interface with VITA and governmental departments</p> <p>Responsible for assisting VITA with requirements identification and analysis</p> <p>Interacts directly with VITA customers as required</p> <p>Markets to non VITA government entities</p> <p>Maintains day to day correspondence with VITA and VITA's customers</p> <p>Identifies and develops market demand information for new product development</p>
<p>Billing Analyst/Service</p> <ul style="list-style-type: none"> • Annette Fallon • Debra Avent 	<p>Provides monthly and ongoing billing and reconciliation support services to VITA</p> <p>Responsible for processing credits, rendering billing, billing project management</p> <p>Interfaces with VITA customers, as necessary including DSP's</p>
<p>Customer Service Manager</p>	<p>Administers service ordering process and procedures</p>

Position Title	Position Tasks
<ul style="list-style-type: none"> • Les Jackson 	<p>Monitors and tracks orders</p> <p>Oversees trouble handling, escalation, and reports</p> <p>Provides status information to customers and Account Team manager</p> <p>Conducts regular meetings with VITA to review customer service performance</p> <p>Responsible for overall billing and reconciliation process</p>
<p>Provisioning/Order Analyst</p> <ul style="list-style-type: none"> • Jake Jacobs • John O' Donnell 	<p>Responsible for overall order management and flow</p> <p>Provides weekly reporting on order status</p> <p>Works with NOC and internal MCI order provisioning groups to ensure timely turn ups</p> <p>Escalates telco due date issues as necessary</p>
<p>Technical Support Services</p> <ul style="list-style-type: none"> • Pete Luce • Monique Robinson • David Williams • Craig McDonnell • Nick Milford • Michael Whiddon • Open • Open • Open 	<p>Coordinates network plan design and design with VITA, and keeps VITA informed of new and emerging technologies</p> <p>Interfaces with VITA customers to support account executive sales efforts and develops solutions for customers</p> <p>Participates in customer marketing efforts as required</p> <p>Maintains 7x24 NOC coverage</p>
<p>VNOC Engineer</p> <ul style="list-style-type: none"> • Craig McDonnell • David Williams • Michael Whiddon • Monique Robinson • Nick Milford 	<p>Provides for trouble ticket management</p> <p>Overall network performance and management of switching infrastructure</p> <p>Coordinates and performs customer circuit turn ups</p> <p>Performs network trouble shooting and resolution</p> <p>Provides day to day consultative solutions and information to VITA customers</p> <p>Performs network upgrades as required</p>

Position Title	Position Tasks
<p>Network Management Manager</p> <ul style="list-style-type: none"> • Pete Luce 	<p>Provides day-to-day and ongoing operational and engineering support (including configuration management, inventory management, and control, maintenance, and system training)</p> <p>Supports installation, testing, and acceptance activities</p> <p>Overall responsibility of network performance and adherence to SLA levels</p>
<p>Project Management</p>	<p>Provides day to day and overall management of large network</p> <p>Installation project, ensuring overall success and timeliness of such projects</p>

F.2.4 NAMES AND TITLES OF STAFF

Account Managers

<p>Michael Van Zetta Executive Director Office: (703) 918-6802 Cell: (703) 585-8088 Michael.Van_Zetta@mci.com</p>	<p>Kenneth Lyons Executive Manager. office: 804-527-6365 Cell: (804) 339-3630 Kenneth.P.Lyons@mci.com</p>
<p>Carroll Mitchell Government Account Mgr. office: 804-527-6325 pager: 800-759-8888 pin 8955265 Carroll.Mitchell@mci.com</p>	

COVANET Service Group

<p>Les Jackson Service Manager office: 804-527-6772 pager*: 1-800-724-3624 + pin 91514 Les.Jackson@mci.com</p>	<p>Jake Jacobs Support Consultant office: 804-527-6380 pager*: 1-888-900-2083 Jake.Jacobs@mci.com</p>
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Debbie Avent Service Consultant Office: (804) 527-6765 Debra.Avent@mci.com	Annette Fallon Billing Analyst Office: (804) 527-6388 C-Annette.Fallon@mci.com
John O'Donnell Support Consultant office: 804-527-6301 pager*: 1-800-724-3624 + pin 1421427 pager John.Odonnell@mci.com	

COVANET Network Engineers

Pete Luce Technical Manager office: 804-527-6337 pager*: 1-800-724-3624 + pin 8111203 Pete.Luce@mci.com	Monique Robinson Technical Consultant office: 804-648-7027 pager*: 1-800-724-3624 + pin 1687950 pager Monique.Robinson@wcom.com
David Williams Technical Consultant office: 804-648-7101 pager*: 1-800-724-3624 + pin 1926293 pager David.I.Williams@mci.com	Craig McDonnell Technical Consultant office: 804-527-1260 pager*: 1-800-724-3624 + pin 1922360 pager Craig.McDonnell@mci.com
Michael Whiddon Technical Consultant Office: 804-527-1242 Pager: 1-800-724-3624 + Pin 1725817 pager c-Michael.Whiddon@mci.com	Nick Milford Technical Consultant office: 804-527-1241 pager*: 1-800-724-3624 + pin 1924445 pager Nicholas.Milford@mci.com

COVANET Project Management

Jenny Derr Program Manager Office: (804) 527-6343 Cell: (804) 363-4789 Jennifer.Derr@mci.com	
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Attachment G

Direct Service Plan

G.1 General

The intent of the Direct Service Plan (DSP) is to allow qualified COV entities to use COVANET in a flexible distributed fashion without compromising VITA's role and responsibility for ensuring effective and efficient use of COV telecommunications resources. In allowing COV entities to participate in the DSP, VITA does not relinquish or otherwise diminish its statutory authority to approve, authorize, or manage the procurement of telecommunications goods and services by the COV. Services offered as part of the DSP are in no way to be construed or represented as a separate contracting arrangement between MCI and the DSP participant. Unless explicitly noted in this Attachment, all terms and conditions of the Agreement will apply to services offered as part of the Direct Services Plan.

Under the plan, the MCI Account Management Team dedicated to VITA will provide the resources to extend VITA COVANET services to a broader range of VITA customers. Implementation of the plan will require close coordination between VITA and its MCI Account Management Team.

The overall direction of the DSP will take place under VITA's guidance and control. VITA will provide two key elements of the plan: 1) managerial oversight and direction, and 2) timely information regarding DSP participants including billing, provisioning and contact personnel. The MCI Account Management Organization assigned to VITA will have operational responsibility for the DSP participants.

VITA may qualify and grant specific agencies, institutions and other political subdivisions the authority to participate in this DSP. VITA will notify MCI in writing of qualified COV entities and their designated Ordering Officers. Generally, all customers participating in a local exchange carrier-provided Centrex DSP offered by VITA will be eligible to participate in the DSP offered under this contract. Other customers not participating in a local exchange carrier-provided Centrex DSP offered by VITA will be eligible to participate in this DSP if they maintain a average of 50,000 minutes long distance usage each month.

As a condition for participating in this DSP, each customer agrees to:

- accept consolidated invoicing for each MCI voice product or service that it uses
- document all of its requests in writing to install or delete telephone numbers, accounts, or services in a format acceptable to MCI (the MCI Account Team can not be held responsible for any services provided that it did not order directly) and

- timely notification to the MCI Account Team of any billing discrepancies or withholdings via e-mail each month

Before initiating the DSP participation, the customer and MCI will reach mutual agreement on the specific manner and timing of the ordering of DSP services under this contract and the notification to MCI of any billing discrepancies identified or short-payments made by the customer

In granting a COV entity authority to participate in the DSP, VITA may grant full or partial access to all COVANET service types (e.g. a COV entity may be given DSP access to voice services but not data services). Furthermore, VITA may specify certain standards that service configurations must adhere to (e.g. use of a COV specific dialing plan for On-net, calling card specifications).

VITA, at its sole discretion, may partially or entirely revoke or otherwise suspend any COV entity participation in the DSP. The suspension or termination of ordering privileges will be considered effective once MCI receives written notice of such action. Direct billing for COVANET services may continue unless otherwise revoked. VITA will give MCI sixty (60) days advance written notice of any complete suspension or termination of DSP participation. During this period, VITA and MCI will take appropriate action to transfer ordering and billing functions back to VITA.

VITA, at its sole discretion, may at any time cancel the DSP in whole or part. MCI will be given sixty (60) days advance written notice of any cancellation of the DSP. DSP ordering capabilities may be canceled effective with MCI's receipt of the written notice. During the sixty (60) day notification period, VITA and MCI will take appropriate action to transfer ordering and billing functions back to VITA.

The VITA CIO or a designee will be the only COV officials authorized to initiate or suspend any COV entity's participation in the DSP.

In granting COV entities access to the DSP, VITA is not authorizing DSP participants to modify any portion of the Agreement or to negotiate or establish separate unauthorized contracts with MCI.

The provision of Network Services on an end-to-end basis as described in Attachment F, Implementation Plan, and Attachment E, Network Management, will be applied to DSP participants as identified by VITA and by mutual agreement between MCI and VITA.

G.2 Operational Requirements

MCI will only accept DSP service orders from DSP Ordering Officers authorized by VITA. VITA has the right to establish separate management fees for each service category. MCI will bill DSP participants COVANET rates and charges, as specified in Attachment B, plus VITA management fees, as specified in writing by VITA. VITA will

give MCI 90 days advance written notification of modification to any management fee structure.

Magnetic tape containing call detail records will be available for all On-net DSP participants. On an ongoing basis, VITA will receive paper summary invoices as well as magnetic tapes including call detail records for each DSP participant.

MCI may not offer COVANET contract rates through the DSP absent the specified VITA management fees. MCI's 90 day back billing policy outlined in Attachment D, Billing Support Plan, will apply to MCI's ability to recover VITA management fees. VITA may recover directly from MCI in the form of a credit, any VITA management fees that MCI omits from the direct billing of DSP participants.

VITA will receive the accrued management fees as a credit to the VITA On-net invoice. MCI will provide a corresponding management fee report that documents the applied management fee by network service type.

VITA will receive all DSP management fee credits no later than the second VITA invoice after the corresponding DSP invoice date.

DSP participants will be directly invoiced by MCI and will have primary responsibility for payment of COVANET DSP invoices. MCI will perform its normal procedures for resolving billing disputes directly with the DSP participant. MCI may escalate to VITA as necessary for assistance in resolution to billing disputes and securing payment. Financial responsibility will lie with the entity to whom the Corporate and/or Billing ID is assigned or, in the case of DSP On-net customers, at the DSP participant level. To confirm the financial responsibility of DSP participants, VITA must receive written acceptance from authorized representatives of each DSP participant to this provision in its internal DSP agreement. VITA will provide a copy of this agreement to MCI as a part of VITA's notification to MCI of authorized DSP participants.

On a quarterly basis, MCI will provide to VITA and each DSP participant an inventory of all DSP Data Private Line Service facilities in a hardcopy report.

G.3 Staffing

The MCI COVANET Account Management Team will assign one or more team members primary responsibility for interfacing with DSP participants. MCI will provide DSP participants the support they require without impacting the Team's primary function, which is to provide ongoing support to VITA and its user community.

Attachment H

Escalation Procedures

H.1 General

This Attachment defines procedures for the Commonwealth to escalate service and management issues. Section H.2 describes the procedures for escalating trouble tickets due to failure, service interruption, service degradation, etc. The administrative escalation procedures for billing, service orders, and other day-to-day issues are defined in Section H.2.

H.2 Administrative Escalations

If the Commonwealth fails to receive trouble ticket resolution to its satisfaction or needs to escalate any other service issue, e.g. billing, service orders, it may do so through the COVANET Escalation Points of Contact (POC). The contact information is provided below. The account team members may also be contacted through the COVANET Web Site, <http://covanet.state.va.us/>

Table H.1 COVANET Escalation Points of Contact

COVANET Account Team	
Jake Jacobs Voice Support Consultant	804-527-6380 Pager 1-888-900-2083
John O'Donnell Data Support Consultant	804-527-6301 Pager 1-800-724-3624 PIN 1421427
David Williams Technical Consultant- VNOC Issues	804-527-1260 Pager 1-800-724-3624 PIN 1926293
Pete Luce Technical Services Manager	804-527-6337 Pager 1-800-724-3624 PIN 8111203
Les Jackson Service Manager- Billing and Ordering Issues	804-527-6772 Pager 1-800-724-3624 PIN 91514
Ken Lyons Executive Manager	804-527-6365 Cell: 804-339-3630
Mike Van Zetta	703-585-8088
Nancy Collins, VP	703-343-6500
Jerry Edgerton, Sr. VP	703-343-6900

H.3 Trouble Ticket Escalations

The following defines escalation procedures for trouble reports and other service related issues. The MCI Network Operations Center (NOC) will serve as the first point of contact for all trouble resolution during staffed hours. As a default, during non-staffed hours, the Technical Service Center (Cary, North Carolina) will manage the trouble resolution process and drives domestic service issues on behalf of the Commonwealth and the COVANET Account Team. In the event a trouble ticket has been reported and repair time objectives are not being met, MCI has implemented an internal customer service escalation procedure. Five escalations are provided below. Each level should be given the opportunity to address concerns prior to contacting the next level of escalation.

- 1st Level – Team Lead
- 2nd Level - Manager
- 3rd Level – Senior Manager
- 4th Level – Director
- 5th Level – Vice President

Each trouble ticket will be assigned a priority level of 1, 2, 3, or 4 based on the severity of the reported problem. The priority levels and pre-defined escalation intervals are described below:

Table H.2 Service Priority Levels

Priority Level	Actions
Priority 1	<ul style="list-style-type: none"> • Repair Time Objective is four hours • Priority 1 tickets will be escalated every hour.
Priority 2	<ul style="list-style-type: none"> • Repair Time Objective is eight hours • Priority 2 tickets will be escalated every 4 hours.
Priority 3	<ul style="list-style-type: none"> • Repair Time Objective is 24 hours • Priority 3 tickets will be escalated every ten hours (business hours only 8:00 am to 6:00 pm local time). Priority 3 Service Inquiries will not be status'd or escalated on WorldCom holidays or during weekends.
Priority 4	<ul style="list-style-type: none"> • Repair Time Objective is 72 hours • Customer Service Inquiries are also known as Information Service Inquiries. They are invoked when a circuit took a hit or outage has occurred and the customer is requesting a reason for outage (research only, circuit is up and running). Not escalated.

H.4 MCI Interface with Other Providers

MCI also interfaces with local exchange carriers (for example, Verizon) for direct forwarding of trouble tickets. A process known as electronic bonding of trouble tickets from long distance carriers to LECs is utilized. These formal interfaces include predefined escalation schedules and points of contact so MCI is kept up to date on the status of restoration efforts and is therefore able to update the Commonwealth.

Attachment I

Internet Services

1.1 General

All use of the MCI IP Network and the Internet access services must comply with the Acceptable Use Policy (“Policy”), as contained herein. By mutual written agreement of the parties, the Policy may be amended from time to time; provided that (a) MCI shall submit to the Commonwealth in writing any proposed changes to the Policy; (b) the Commonwealth shall review and either approve or reject such proposed changes to the Policy within thirty (30) days (“Review Period”), whereby if the Commonwealth does not respond within the Review Period, the proposed changes to the Policy automatically shall become effective at the end of such Review Period; and (c) the Commonwealth shall not unreasonably withhold, condition, or delay its consent to any proposed changes to the Policy. In the event that the Commonwealth reasonably rejects a proposed change to the Policy, then the then-existing Policy shall remain in effect and the proposed changes shall be of no effect.

Immediately upon receiving notice or otherwise learning of a violation to the Policy, the Commonwealth shall, in full and complete cooperation with MCI, take all necessary and reasonable measures to remedy such violation and shall implement preventive measures to preclude future violations. MCI reserves the right to suspend service to any entity violating the Policy effective upon twenty (20) days written notice regarding such violation of the Policy; provided that service may be suspended without notice (a) in response to a court or government demand, or (b) if MCI determines that the integrity or normal operation of the MCI IP Network is in imminent risk. MCI shall resume service following a suspension made pursuant to this provision upon MCI’s determination that the violation of the Policy has ceased and that preventive measures have been implemented by the Commonwealth to preclude future violations.

This Policy supplements but does not supercede the Contract. If a provision of the Contract contradicts this Policy, the contract provision governs. Notwithstanding the foregoing, if MCI must respond to a court or government demand or if MCI reasonably determines that the integrity or normal operation of the MCI IP Network is in imminent risk, MCI may immediately suspend service to violating entities, as outlined herein.

1.2 Acceptable Use Policy

The MCI IP Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or Governmental regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Violations of system or network security are prohibited. MCI will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

Complaints regarding Illegal Use or System or Network Security issues should be sent to security@uu.net.

Complaints regarding email abuse should be sent to abuse-mail@uu.net.

Complaints regarding USENET abuse or SPAM should be sent to abuse-news@uu.net. For live incidents, please contact MCI Internet Abuse Investigations at 1-800-900-0241, option 2,3,1 twenty-four (24) hours a day.

1.3 Dedicated Internet Access Service

Section I.3 describes the additional provisions that apply to the installation and use of MCI's dedicated Internet access services.

1.3.1 Additional Provisions

1. Any Internet Protocol numbers ("IP Numbers") assigned to the Commonwealth by MCI in connection with the Internet service shall be used only in connection with the Internet service. In the event the Commonwealth discontinues use of an Internet service for any reason, or this Agreement expires or is terminated for any reason, the Commonwealth's right to use the IP Numbers shall terminate.

2. While the Commonwealth can resell Internet connectivity, the Commonwealth cannot resell the service in its entirety to another person or entity that is not authorized to procure Internet service under this Agreement without the express prior written consent of MCI. If the Commonwealth resells Internet connectivity to end users, the Commonwealth is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service (“DNS”) for end users; (iv) registering end users’ domain names; (v) using BGP routing to the MCI IP Network, if requested by MCI; (vi) collecting route additions and changes, and providing them to MCI; and (vii) registering with the appropriate agency all IP addresses provided by MCI to the Commonwealth that are allocated to end users.

3. Installation may be scheduled between the hours of 8 AM and 7 PM ET Monday through Friday (excluding holidays).

4. For T3 Shadow Service Only:

T3 Shadow service is available only if the Commonwealth orders primary UUDirect service from MCI. The term of Shadow service will be the same as the term of the Commonwealth’s primary connection. Shadow service requires that the Shadow connection not exceed a 16 Kbps (T1) or 500 Kbps (T3) sustained use level (95th percentile traffic sampling rate) while the primary connection is available. If the 16 Kbps/500 Kbps sustained use level is exceeded at any time while the primary connection is available, MCI will bill the Commonwealth an excess usage charge of MCI’s Promotional Monthly Fee for Full T1/Full T3 service. The Commonwealth will be billed at these rates until the sustained use of the Shadow connection in a month decreases below 16 Kbps/500 Kbps. If the primary connection is unavailable (as defined in the SLA set forth at www.uu.net/terms), sustained use of the Shadow connection in excess of 16 Kbps/500 Kbps will not be subject to excess usage charges.

5. Commonwealth must provide sixty (60) days prior written notice to MCI before downgrading T3 service to a lower tier.

6. Descriptions of the domain name, mail, news services, and other network applications available in connection with this Internet service, and the pricing and additional terms applicable to these Internet services, are set forth in the Network Applications Fee Schedule available at www.uu.net/terms. MCI reserves the right to change the Network Applications Fee Schedule from time to time, effective upon posting of the changes to that URL or other notice to Commonwealth.

I.4 Dial Up Internet Services

Section I.4 describes the additional provisions that apply to the installation and use of the MCI UUDial Solo Internet access services. Those services which are described in more detail in Attachment A, including the following;

- **UUDial Solo (AlterDial)**. Suitable for individual users, UUDial Solo connects a single laptop or desktop computer to the Internet.

I.4.1 Additional UUDial Solo Provisions

- MCI may suspend the service effective upon notice for a violation of these prohibitions as delineated in "I.1 and I.2".
- Included hours apply only to access via local MCI Points of Presence. Attachment B (Rates and Charges) contains all connect time charges if applicable.
- MCI offers two B channel ISDN connectivity and dual analog connectivity; however, both connections may not be linked during every session.
- Description of the domain name, mail, news services, and other network applications available in connection with this Internet service, and the pricing for these Internet services are set forth in Attachments A and B, respectively.

Attachment J

COVANET Private IP Services

J.1 General

MCI COVANET Private IP network is a hybrid network comprised of the vBNS+ (very-high-speed Backbone Network Service Plus) and the private COVANET Layer 2 ATM/Frame Relay access network. COVANET Private IP has the security and performance benefits of a private network with the value and economic benefits of a public infrastructure. The core of COVANET Private IP network is the fully redundant, high-speed IP core based on the vBNS+ nationwide network. The new core network will be an extension of the existing vBNS+ a high-performance, next-generation Internet. This network will enable the convergence of voice, data, and video.

The vBNS+ network is one of two backbone providers for the Internet2 community. Educational institutions and other qualifying organizations that are interested in access to Internet2 have the opportunity of using the vBNS+ network and its peering arrangement with Abilene, the other provider of backbone services for the Internet2.

J.2 Features

Network based-Virtual Private Network

The COVANET Private IP network based VPN service is based on the RFC 2547bis standard. This service is also known as PPVPN for Provider Provisioned VPN. End users receive a private routing table on the network that contains only their IP routes. The RFC defines the logical separation and security; this ensures layer 3 separation from other customers. As the routing table is maintained in the network, the customer router overhead may be minimized. Customer routes can be injected into the network via static routes or EBGp. The matrix below gives an example of the types of Layer 3 VPNs (Communities of Interest) that can be created:

Table J.1 Layer 3 Vans

State-Wide Intranet	Secure Any-to-Any connectivity between state agencies and the Internet
Agency Intranet	Secure Any-to-Any connectivity between an agency
Internet	Straight unfirewalled access to the Internet via the Internet Gateways

K-12 Internet	Access for K-12 users to the Internet with 'Traffic Shaping' and 'SOL Prioritization'
Video Conferencing	State-Wide Video Conferencing Network with QoS and Multicast Capabilities

Native IP Multicast

COVANET Private IP native IP multicast service is one of the advanced Intranet services offered by vBNS+. The multicast service seamlessly runs native IP multicast on multi-vendor platforms. The multicast service uses state of the art multicast protocols such as PIM-SM (Protocol Independent Multicast - Sparse Mode), MSDP (Multicast Source Discovery Protocol), Any-cast RP (Rendezvous Point), and MBGP (Multi-protocol Border Gateway Protocol). The multicast service enables customers to offer enhanced services such as delivering video services to the desktop.

Native Ipv6 Service

COVANET II IP provides IPv6 service through separate vBNS+ IPv6 routers. This service offers both native IPv6-over-ATM connections and tunneled IPv6-in-IPv4 connections. Native IPv6 connections for sites that already enjoy ATM connectivity for IPv4 are implemented by building new IPv6-router-to-IPv6-router PVCs in the existing Permanent Virtual Paths (PVP).

Security Management

The COVANET Private IP security management program draws its strength from the solid security foundation enforced on all MCI networks and systems. Specifically, the vBNS+ backbone architecture incorporates the following security disciplines and features:

- Denial of Service Protection
- User Data Confidentiality
- Identification and Authentication
- Access Controls
- Security Alarms and Audit Trails
- System and Data Integrity
- Personnel Security
- Physical Security

J.3 Access

Access to the COVANET Private IP network is available through standard Frame Relay or ATM PVCs. The PVC selection for Frame Relay and ATM is also available for IP PVCs. Frame Relay or ATM enterprise networks can co-exist on single access interface with IP PVCs, End users can have multiple IP PVCs on a single access depending on their precise requirements.

Attachment K

Service Ordering Guide

MCI agrees to develop within ninety (90) days after the execution of this contract by both parties a product/service guide for use by VITA engineers. The document will describe the services and their applications in detail and provide a guide to selecting and ordering service features. Once completed, MCI will provide training to VITA engineers in the specifics of each service and the requirements for selecting features for each service.

Attachment L

Enterprise Security Assurance Services

L.1 Service Description - MCI Enterprise

L.1.1 Product Summary

MCI Enterprise is a comprehensive security assurance and certification program that addresses all aspects of pro-active information security, from network and system analysis to physical and policy inspection. The program integrates multiple security practices and procedures to help VITA identify and mitigate risk to critical IT assets, and then assists VITA in maintaining an essential level of security "health" across its enterprise. Compliance with MCI's set of Essential Security Practices results in industry-recognized certification, providing VITA with confidence and assurance that its mission-critical e-business systems, networks, applications and physical environments are protected against all forms of threats.

L.1.1.1 Summary of Service Deliverables

Our MCI Enterprise program is a multi-faceted service consisting of critical analysis, assessment and security alert services, and includes the following:

- Risk Monitor and Security Alerts
- Live, Unlimited Analyst Access
- Perimeter Discovery Scans
- Perimeter and On-site Internal Risk Assessments
- Management and Technical Conference Calls
- Desktop Risk Assessments
- War Dials
- Enterprise Risk Manager (ERM) Web Console
- On-site Essential Practices Evaluation and Validation
- Certification Award
- Insurance Guarantee
- Emerging Risk Testing

L.1.1.2 Service Functionality

Perimeter Discovery Scans

MCI's Perimeter Discovery Scans will engage VITA in the basic tenet of Information Security design called "Default Deny," or "Principle of Least Privilege." This basic tenet provides the maximum amounts of protection by allowing the use of only specific services or network traffic required for business purposes. By setting a default deny baseline, MCI will enable VITA to focus both resources and energy in the proper areas. To accomplish this MCI will conduct a port scan of VITA's network in order to identify all Internet visible devices and services. It is not a vulnerability assessment, but an electronic sweep of address space that attempts to open connections to ports corresponding to known services on all hosts that comprise VITA's Internet perimeter.

In this analysis, MCI will scan the number and network Class type identified in this contract. Results are categorized into one of three groups. The value of this process is that it allows for the discovery, categorization, and elimination of at-risk hosts or services.

- **Expected Ports/Services** – "Expected" ports and services represent the ports and services that are typically required to conduct e-business. These include: ICMP, HTTP, HTTPS, DNS, SMTP, POP3, and IMAP.
- **Excessive Ports/Services** – "Excessive" ports and services represent those services that are "Expected," but available on a high number of Internet accessible machines - the greater the number, the greater the risk. Documented requirements should dictate the actual number of services required for business. Also easily corrected, the impact of "Excessive" services is dependent primarily on the requirements of VITA's business model.
- **Unexpected Ports/Services** – all ports and services not included in "Expected" or "Excessive" are considered "Unexpected." Unexpected services are considered the most vulnerable, yet simplest to correct with minimal operational impact. The goal should be zero unexpected services visible on the network perimeter.

MCI requires that all Excessive and Unexpected ports are either disabled, filtered, or documentation is provided justifying their business purposes.

These groups are used as the basis for the initial risk mitigation actions. At a minimum, at least three additional Perimeter Discovery Scans will be conducted over the course of the program (see *Perimeter Risk Assessments*). Initial results are forwarded with recommended actions in the Perimeter Discovery Scan Report.

Technical Conference Call

The Technical Conference Call following the first Perimeter Discovery Scan will serve three purposes: 1) Address open issues found during the discovery scan, 2) Gather both internal and external network topologies, 3) Enable the scheduling of the on-site visit by MCI's Security Analyst to begin the data collection and internal review processes. On-site visits and corresponding scans by MCI's Security Analysts will occur during business hours, 8 a.m. – 6 p.m. local time.

On-Site Internal Risk Assessment and Review

During this step of the MCI certification process, MCI's Security Analyst will conduct an on-site visit of VITA's facility and collect important asset data about the physical environment, such as personnel and physical security practices, backup power supply systems, cooling and ventilation systems, as well as documented policies and procedures.

The on-site data collection visit is used to extend the work already done in the Perimeter Discovery Scan. While on-site, the analyst will run a set of passive and/or active tools that will perform a network discovery sampling. This is geared as information gathering on an IP-based, Ethernet network within the contracted locations. The scans are conducted per location during business hours and will gather as much network data as possible. This may be accomplished via sampling rather than scanning every device. The goal is to capture and identify critical assets based upon several metrics: traffic activity, critical applications based upon visible services and critical devices based upon predefined assets. The Security Analyst also will use a custom application to gather general classification attributes about the environment, such as locations, network types, user population types, and key administrators. The information collected from this on-site visit is then uploaded to the Enterprise Risk Manager web console for data association and mapping to MCI's global risk research.

Also while on-site, the Security Analyst will conduct an internal risk assessment locally at the facility and from inside the perimeter using a set of commercial and proprietary scanning tools. This assessment is designed to uncover critical network vulnerabilities that often cannot be seen during the remote electronic scan, and provide valuable analysis of the IP traffic the network is experiencing. Mitigating the issues uncovered during this procedure is essential to achieving MCI Certification.

Enterprise Risk Manager (ERM)

Information gathered from the electronic and on-site physical assessments is maintained in the Enterprise Risk Manager (ERM), MCI's unique and secure web

console that enables VITA to track and manage the progress of the overall risk-management program. Contained within the ERM are two components: the ERM Profile Wizard and the ERM Console.

The ERM Profile Wizard is a feature that allows VITA to review the data MCI has loaded into the secured database and verify the findings. During this process, VITA also will need to input some additional information, such as defining the platform administrator for critical devices, etc. Information tracked in ERM includes the following:

- System and application administrators
- IP addresses of critical devices
- Modems and phone numbers associated with critical devices
- Platform and services running on critical devices
- The rooms in which the critical devices reside

The ERM Console is designed to provide an at-a-glance assessment of the critical devices. Each piece of information that is provided in the ERM Profile Wizard is tied into sophisticated back-end formulas that apply MCI's Essential Practices (or control recommendations) to critical people, places and devices within the environment. The ERM Console centralizes information about the critical devices, and includes information on how the Essential Practices apply, threat information, reporting information, and much more.

Perimeter Risk Assessments

As part of the Perimeter Risk Assessment, MCI will execute another Perimeter Discovery Scan to verify that VITA has completed implementing a "Default Deny" strategy. The Perimeter Risk Assessment is then intended to identify external electronic risks against the same contiguous address space, and is designed to assess the security posture as it relates to known external electronic threats. This assessment is run against the active hosts found during the discovery scan, and is used as a mechanism to assess compliance with MCI's Essential Practices. *This assessment typically is conducted Monday through Friday, between 9 a.m. – 5 p.m. EST, and will occur on pre-arranged dates.* These scans may include a combination of commercial and/or proprietary tools selected by MCI's Scanning Lab, and are also intended to identify system misconfigurations and/or out-of-date versions of software. The output of this assessment provides the MCI Security Analyst with the information necessary to spot possible risk areas and areas of potential non-compliance in VITA's network infrastructure.

These assessments also include an e-mail filtering test, which evaluates the effectiveness of your anti-virus response process. For this test, VITA will receive an e-mail message with a payload that VITA's network should respond to as *malicious*. The e-mails are neither invasive nor dangerous. This test, in conjunction with the output of the risk assessments, will

provide the MCI Security Analyst with key information about how well the perimeter security posture reacts to such threats.

Perimeter Risk Assessments (and their corresponding Perimeter Discovery Scans) are conducted as often as necessary during the pre-certification period, in order to position VITA's organization in a posture that is compliant with the Essential Practices. To ensure that VITA is continuously improving network security, MCI will perform additional scans following certification on a *quarterly* basis over the remainder of the contract period.

On-Site Essential Practices Examination and Validation

There are key elements of security practice that have been established as being requirements of doing business in a secure and responsible fashion. Implementation of backup regimens, malicious code protection, privacy policies, and application of current security patches are all examples of what we call 'Essential Practices.' While onsite, MCI's Security Analyst will evaluate VITA's compliance with MCI's Essential Practices. MCI's Essential Practices can be broken up into four categories: physical, device, network and human. Areas of coverage include:

- Inspection of the facility's physical perimeter
- Inspection of the data center's physical security
- Inspection of physical security of critical equipment
- Review of HVAC systems
- Inspection of power distribution and UPS systems
- Inspection of the hardened routers and/or firewalls
- Inspection of the configuration of a randomly selected critical web server
- Inspection of the configuration of the e-mail server
- Review of the Operational Management Policies and Procedures
- Inspection of Remote Administration Mechanisms.

As with the electronic assessment results, this information is collected and uploaded to the ERM for centralized management, data association and risk mapping.

Desktop Risk Assessment

The desktop is the primary entry point into the network for most of VITA's users. Proper desktop security settings are critical if internal security threats are to be mitigated. MCI uses a proprietary desktop assessment tool to examine target PCs' compliance to MCI Essential Practices. Primary areas of concern are: installation and currency of anti-virus software, use of password protected screen savers, modems, and various user-defined security settings. In order to reduce risk, the customer should have a policy that requires anti-virus software installed and running on at least 90% of all desktop computers at contracted locations. This proprietary tool is installed on Windows-based domain servers within the contracted locations, and assesses Win95, 98, NT, and 2000

operating systems upon log-in. Data is collected and uploaded to the ERM for analysis twice during the course of the contract, once prior to certification and once following certification. An additional desktop risk assessment during the certification program will ensure that the desktop environment stays healthy.

War Dial

The security analyst will perform two War Dial assessments per contract year on a maximum set of numbers, based on the scope of this contract. This procedure attempts to establish a connection to remote access servers or unregistered modems on the perimeter or behind the firewall, as well as searching for weak security points, such as common usernames and weak passwords. More specifically, the War Dial procedure attempts to connect to a defined range of phone numbers in sequential order, checking for responses such as modem carrier, fax tones, or voice mail. In so doing, MCI can recognize remote fax machines, phones answered by human beings, and phones that simply ring. The findings are then reported back to VITA in the following areas:

- Dialed Phone Numbers
- Discovered Fax Machines
- Discovered Modems
- Systems Penetrated
- Carrier Numbers Found
- Busy Numbers Found
- Tone Numbers Found
- Fax Numbers Found
- Incomplete Scan Areas
- Identified Systems with Modems
- Unidentified Carrier Numbers
- Responses from Penetrated Systems

Risk Monitor & Emergency Alert Service

MCI continuously monitors the Internet for emerging risks using proprietary tools and methodologies through its ICSA Risk Recon Team. This group of highly experienced and knowledgeable experts tracks known and underground sources for emerging issues that threaten computer security. The resulting information is presented in a secure, online, searchable database of updated security risks. Currently, the database contains over six years of collected information and approximately 2,000 entries. Additionally, as our Risk Recon Team discovers new threats deemed **“RED HOT,” “HOT,”** or **“IMPORTANT,”** MCI will pro-actively notify VITA of these critical issues via MCI Security Alerts, which include recommendations for remedial actions. MCI can “push” to VITA targeted alert information via email, pager, phone, text, or voicemail.

Emerging Risk Testing

As a critical part of the MCI methodology, MCI will often perform ad hoc testing for newly discovered and/or severe problems. Typically, the severity of these problems on MCI's customer base is *remotely validated without prior knowledge*. These tests are not vulnerability scans, but remote assessments of your environment, based on our understanding of the newly discovered threat. This testing utilizes a proprietary tool, is non-invasive, and typically occurs between 8 a.m.-6 p.m. EST, usually *without notification*. Tests are run as soon as there is a practical means of detecting known issues. This enables both MCI and VITA to receive up-to-the-minute information about the environment on pertinent threats.

Certification Report

Following validation that the contracted locations have achieved compliance with the MCI Essential Practices, VITA will receive MCI Certification, providing VITA with confidence, assurance and a guarantee that VITA's mission-critical e-business systems, networks, applications and physical environments are protected against *cyber-threats* and other criminal breaches. Achieving this certification will enable VITA to display the "MCI Certified" seal, which is recognized worldwide as confirmation to VITA's partners, auditors and customers that VITA has made security a top priority. This seal can be displayed on marketing materials, as well as VITA web site as a validation of the achievement. The web site logo links back to MCI, providing the visitor with the Assessor's Report of Certification, as well as documentation about the process VITA followed to achieve certification.

L.1.2 Expert Services and Support

VITA will be assigned to one of MCI's professional security support teams. The MCI staff is experienced and trained in all aspects of information security, and holds a wide range of professional certifications. MCI's team is available to VITA for unlimited telephone support throughout the term of the contract. VITA also will have access to our specialized teams of InfoSec professionals in our ICSA Research Labs.

As an introduction to the program, VITA will be sent specific information regarding the analysts on your team, MCI customer support personnel, as well as information on how to access Customer Central, the MCI web portal, which will become VITA's primary access point for MCI delivered services. From there VITA will gain access to the MCI Enterprise Risk Manager, the Risk Monitor, which is MCI's on-line vulnerability database, our emergency security alert service, as well as other sections to help manage VITA's security assurance program.

Introductory Conference Call

MCI will conduct a conference call with VITA's team to further explain the MCI process. During this conference call, MCI will:

- Provide an overview of how the process works;
- Set expectations of information, documentation, and personnel MCI will need to gather information from, or interact with, throughout the process;
- Provide an overview of remote and local scanning methodologies;
- Request that VITA provide IP addresses and appropriate network diagrams of VITA's Internet interface and general network topologies;
- Schedule a date for the initial Perimeter Discovery Scan and the follow-up Technical Conference Call.

MCI Account Team

Because the MCI security assurance program is not considered a traditional consulting engagement, VITA is not assigned a *consultant*. MCI's Security Assurance Service is a dynamic and continuous process supported by the many security experts within MCI. As such, VITA will interact with a team consisting of members from two service groups, as well as MCI's ICSA Labs: Security Analysts – MCI's Security Analyst is VITA's primary technical contact. VITA's dedicated analyst will help improve the security posture by analyzing results from MCI's scans, authoring reports, validating essential practices, and providing feedback on VITA's current network architecture. Questions to MCI's Security Analyst commonly involve the following:

- Research Requests
- Scan Results
- MCI Methodology
- Essential Practice Requirements
- Certification Status

Project Managers – MCI's Project Manager is responsible for coordinating all aspects of the overall delivery process. MCI's Project Manager is available to answer questions regarding the following:

- User Account Maintenance
- Scan Scheduling
- Conference calls and onsite visit agendas
- Descriptions of deliverables
- Deliverable status
- Project status

ICSA Labs Product and Technology Experts – Should VITA have a security related question requiring additional research and knowledge to address, that question can be forwarded to MCI's experts in our Mechanicsburg, PA labs. These security professionals can also be available for conference calls and discussions surrounding pertinent issues or questions.

MCI Certification and Performance Guarantee

Successful compliance with current MCI Essential Practices results in MCI Certification of the network for the remainder of the contract period as well as activation of a MCI Insurance Guarantee. ***Completion of the MCI process leading up to Certification typically takes three to six months (see estimated timetable, next section).*** Certification includes the use of the MCI Certified Logo to demonstrate that VITA has taken the necessary steps to significantly reduce risk.

MCI is the industry's only comprehensive security assurance service backed by "hacker" insurance. Under this protection MCI customers are compensated if their certified site is breached as described below:

The MCI insurance privilege is applicable to any site which:

- Is currently MCI Certified through the MCI Corporation process (individual component certification does not apply);
- Has notified a MCI representative in writing within twelve (12) hours of discovery of the alleged incident;
- Has used all commercially reasonable efforts to recover in a timely fashion from any alleged incident;
- Has suffered and can show one of the following occurrences caused by a remote, unauthorized person or persons through the Internet, intentionally and specifically attacking the MCI Certified network, which results in one of the following incidents, for which there exists, at the time of the incident, a known defense:
 - Loss of Internet e-mail services lasting more than two (2) business hours.
 - Loss of other Internet related services lasting more than four (4) business hours.
 - Public defacement of a web page (by hostile modification of publicly viewable HTML code) lasting more than two (2) business hours.
 - An unauthorized, external person who gains root control, through the Internet, of a firewall or other MCI Certified system.
 - Loss of Internet transactional system for more than one (1) business hour.
 - Malicious alteration, damage, or destruction of sensitive or important data.
 - Loss of information by malicious eavesdropping of an encrypted link or session (ex. VPN or SLL session).

MCI will pay the Customer \$20,000 per incident, per certified server/site/system/network, up to the insurance limit. The insurance limit will be the lesser of \$250,000 or twice the annual price paid for MCI's MCI security assurance program for the certified server/site/system/network.

Summary of Electronic Assessments

SCAN	TYPE	LOCATION	SCOPE OF SCANS	SCAN OBJECTIVES
Perimeter Discovery Scans	Targeted Port Scans	Remote & Local	Remote – All Internet visible IP addresses within scope of contract Local - All key network segments on site, as well as 20% of remaining segments.	Remote - Identification of critical services & devices visible from the I*net, and collection of pertinent data about them. Local – Identification of services and devices from a locally visible perspective.
Perimeter Risk Assessments	Vulnerability Assessments	Remote	All Internet visible IP addresses within scope of contract.	Identification of critical vulnerabilities across perimeter networked segments from a “hacker’s” perspective.
Internal Risk Assessments	Targeted Port Scans and Vulnerability Assessments	Local	All key network segments on site, as well as 20% of remaining segments assessed from behind the firewall.	Identification of critical vulnerabilities across enterprise networked segments, from an internal perspective.
Emerging Risk Assessments	Immediate Threat Evaluation	Remote	Entire customer-base network perimeter range.	Quickly determine devices vulnerable to a specific, rapidly emerging threat, for implementing immediate action.

L.1.3 Service Delivery Process and Timetable

* **NOTE:** The Timeframes represented below are **approximate**, and are intended to provide an idea as to the amount of time VITA might expect to complete the MCI security assurance program. These times are contingent on VITA meeting its responsibilities outlined in this Attachment, and will be adjusted throughout the certification process. Any **major** changes, however, will be coordinated between MCI Customer Services and VITA.

SERVICE	EST. TIME-FRAME	RESPONSIBILITIES	REPORT
Welcome Package	Week 1	<p>MCI will provide:</p> <ul style="list-style-type: none"> • Customer Services Team contact information • MCI Risk Monitor & Alerts access information • <i>Getting Started with MCI</i> CD-ROM • Desktop Risk Assessment Tool (<i>included on CD-ROM</i>) • SecurID Token/s for access to Customer Portal 	N/A

SERVICE	EST. TIME-FRAME	RESPONSIBILITIES	REPORT
Initial Conference Call	Week 2	<p>MCI will:</p> <ul style="list-style-type: none"> • Explain process • Set expectations • Introduce Customer Services Team • Request required client contact list • Review scan methodologies • Request telephone number range/s for War Dial • Schedule Technical Conference Call 	N/A
Initial Perimeter Discovery Scan	Week 3	<p>MCI will:</p> <ul style="list-style-type: none"> • Complete targeted port scan using appropriate tools • Upload data to the Enterprise Risk Manager (ERM) console <p>VITA will:</p> <ul style="list-style-type: none"> • Implement “Default Deny” strategy, per PDSR recommendations 	Perimeter Discovery Scan Report (PDSR)
Technical Conference Call	Weeks 3-4	<p>MCI will:</p> <ul style="list-style-type: none"> • Review internal topologies • Review Technical Conference Call questionnaire • Assist Customer w/Default Deny implementation from PDSR <p>VITA will:</p> <ul style="list-style-type: none"> • Provide internal & network topologies • Ensure appropriate staff is available <p>MCI & Client together will:</p> <ul style="list-style-type: none"> • Determine best time for on-site Internal Risk Assessment and Review 	
Internal Risk Assessment and Review (on site)	Weeks 5-6	<p>MCI will:</p> <ul style="list-style-type: none"> • Conduct interviews to identify and label critical assets • Run proprietary and commercial data collection and assessment tools • Collect policy documentation • Upload data to ERM console <p>VITA will:</p> <ul style="list-style-type: none"> • Provide network access • Answer interview questions 	Internal Risk Assessment Report
Initial Perimeter Risk Assessment	Weeks 6-8	<p>MCI will:</p> <ul style="list-style-type: none"> • Validate ports & services identified in PDSR have been closed or mitigated prior to Perimeter Risk Assessment conducted • Complete Perimeter Risk Assessment using proprietary and commercial tools • Upload data to the ERM <p>VITA will:</p> <ul style="list-style-type: none"> • Mitigate vulnerabilities per MCI recommendations 	Perimeter Risk Assessment Report

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SERVICE	EST. TIME-FRAME	RESPONSIBILITIES	REPORT
Desktop Risk Assessment	Weeks 6-8	MCI will: <ul style="list-style-type: none"> Collect data from Desktop Risk Assessment tool Upload information to ERM VITA will: <ul style="list-style-type: none"> Run tool to produce data 	Desktop Risk Assessment Report
Enterprise Risk Manager (ERM) Web Console	Weeks 6-8	VITA will: <ul style="list-style-type: none"> Complete ERM asset identification (Profile Wizard) process via the web 	
Follow-up Perimeter Risk Assessment	Weeks 8-10	MCI will: <ul style="list-style-type: none"> Complete second Perimeter Risk Assessment to verify vulnerabilities have been mitigated (Discovery Scan also conducted in conjunction with PRA) Upload data to ERM 	Continuing Perimeter Risk Assessment Report (2 nd)
War Dial	Weeks 11-12	MCI will: <ul style="list-style-type: none"> Complete pre-certification War Dial procedure Upload data to ERM 	War Dial Report
Mitigation of Open Issues	Weeks 12-20	VITA will: <ul style="list-style-type: none"> Implement recommendations to comply with Essential Practices (control recommendations that are required for certification) 	
Essential Practices Review and Evaluation (on site)	Weeks 20-24	MCI will: <ul style="list-style-type: none"> Validate Essential Practices compliance (technical, physical, administrative) Document non-compliant issues Upload data to ERM VITA will: <ul style="list-style-type: none"> Ensure the appropriate participants are available during the visit. 	
Certification	Week 24 (target)	MCI will: <ul style="list-style-type: none"> Award client with Certification document & plaque Set up verification logo for web site posting and use in marketing materials Report on synopsis of completed actions Provide information on continuing process 	Certification Report
Continuing Services	Week 24-52		
Continuing Perimeter Risk Assessment	Post Cert.	MCI will: <ul style="list-style-type: none"> Complete Perimeter Risk Assessment (additional Discovery Scan to be conducted) Upload data to ERM 	Continuing Perimeter Risk Assessment Report (3 rd)
Follow-up War Dial	Post Cert.	MCI will: <ul style="list-style-type: none"> Complete follow-up War Dial procedure Upload data to ERM 	War Dial Report

SERVICE	EST. TIME-FRAME	RESPONSIBILITIES	REPORT
Follow-up Desktop Risk Assessment	Post Cert.	MCI will: <ul style="list-style-type: none"> • Collect data from Desktop Risk Assessment tool • Upload information to ERM VITA will: <ul style="list-style-type: none"> • Run tool to produce data 	Desktop Risk Assessment Report
Continuing Perimeter Risk Assessment	Post Cert.	MCI will: <ul style="list-style-type: none"> • Complete Perimeter Risk Assessment (Discovery Scan conducted in conjunction) • Upload data to ERM 	Continuing Perimeter Risk Assessment Report (4 th)

L.2 Responsibilities

The objective of this service is for MCI to work with VITA to identify and mitigate risks to VITA’s critical IT assets, then help VITA maintain an essential level of security health on an ongoing basis. The overall responsibilities of MCI and VITA are as follows:

MCI RESPONSIBILITIES

- MCI will support VITA in managing information security throughout the term of the contract.
- MCI will provide live security analyst coverage, Monday through Friday, 8 a.m. to 8 p.m. E.S.T., with no limitation to the number of hours of access.
- MCI will provide emergency hotline access 24x7x365 to assist with remote scanning and emergency issues.
- MCI will continuously improve its essential security practices to VITA’s current on emerging security threats.
- MCI will protect VITA’s data with security, privacy and confidentiality.

VITA RESPONSIBILITIES

- Assign the appropriate resources within VITA to work with the MCI Security Analyst Team throughout the term of the contract.
- Review and complete all requested documentation in a timely manner.
- Provide approval for the examination of any device hosted at a 3rd party.
- Understand that MCI will perform ad hoc testing on an ongoing basis and possibly without formal notification.
- VITA is responsible for implementing recommendations to comply with the MCI Essential Practices.

L.3 Service Performance Measurements

This section describes the specific performance metrics for each level of service, and lists the associated performance specification along with applicable customer remedies.

L.3.1 SLA Descriptions

Provided in this section is a detail explanation of MCI service level agreements, as well as the specific service metrics for each level of service (see table at the end of this section). The specific level of service for each device is listed in section 2 of this exhibit.

L.3.1.1 The MCI System

The MCI system is defined as MCI owned and controlled SOC systems resident on MCI premises, explicitly excluding any and all equipment residing on customer premises and services or equipment of any ISP, but including the SDA box located on customer premises; however, the SDA box and corresponding SLA shall be limited to factors under MCI direct control, including maintaining the availability and performance of the SDA assuming it has adequate power, connectivity, the equipment is made reasonably accessible to field personnel as may, from time to time be warranted, and is not interfered with in any way.

L.3.1.2 System Availability Commitment Scope

System availability is measured based on uptime/downtime during complete customer billing cycle. Unavailability shall not be deemed to occur as a result of maintenance activities; acts or omissions of Customer or its agents; lack of connectivity due to denial of service attacks; failure or unavailability of any third party service used or provided by MCI, even if that service is framed or sold by MCI; network unavailability outside the MCI network; or events of Force Majeure. Periods of unavailability during which the customer is in breach of its agreement with MCI, including, but not limited to, violation of the Policy or payment default, shall not be used to calculate unavailability to determine any remedy provided.

L.3.1.3 Scheduled Maintenance Scope

Scheduled Maintenance shall mean any maintenance (a) of which Customer is notified at least 24 hours in advance or that is (b) performed during a standard maintenance window on Saturdays from 11PM - Sundays 3AM, eastern time or (c) performed during a nonstandard maintenance window at a time approved by Customer's designated point of contact. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by MCI (notice on web portal, or direct contact via telephone, email, fax or pager). Nothing in this paragraph shall prevent MCI from conducting emergency maintenance on an as needed basis.

L3.1.4 Customer Inquiries / Notification

Customers can contact MCI support personnel via phone, fax, email, or web site. Our support personnel will respond to customer requests within the time limit established in the SLA, regardless of which method of contact is used.

Customer notification is defined as a documented attempt by MCI personnel to contact the primary designated customer point of contact via phone, pager, email or other agreed-upon method.

Time to respond to a customer inquiry is defined as time to receive, acknowledge, and either resolve or schedule resolution of customer request. Customer inquiry is defined as any normal change (i.e. IP address update, firewall rules change, etc) or request for information. Out of the ordinary requests will be taken and entered into the MCI ticketing system within the time defined in the SLA, and resolution will occur at first possible opportunity. Customer notification of progress will occur at MCI's opportunity and will take the form defined above.

Customer notification of a security or health event or outage will occur within the timeline defined by the customer's service level agreement. Activity appearing to be a security or health event or outage will not be deemed as such until it has been investigated by MCI personnel and determined to be valid. Activity determined not to be a valid security or health event or outage will be recorded as a non-event and will not warrant Customer contact.

L3.1.5 Configuration Changes

All change requests will be acknowledged within the time limit specified by the SLA. One or more MCI analysts to determine if the requested change is likely to cause problems will then review the change request. If not, the change will be implemented within the SLA time limits. If problems are anticipated, MCI support personnel will notify the customer of the issue within the SLA time limit, and will work with the customer to achieve a satisfactory resolution. In this case, notice to the customer within the SLA time limit will suffice as having met the SLA, irrespective of the actual time required to rectify the problem and implement the change.

L3.1.6 Backup and Restore

MCI will maintain a regular backup of each device's configuration, as specified in the SLAs. Should there be a problem with the device, MCI will use our backup copy to restore the customer's device to its previous functional state, again within the time limits specified in the SLAs.

File restoration of configuration files will occur at either (a) customer request in writing with explanation of request, or (b) MCI's best judgment. Configuration file restoration is contingent upon the customer network and equipment being available,

accessible, and functioning properly. Failure to restore configuration files within the time defined in the service level agreements will not be applicable in the event of system unavailability or Force Majeure, and SLA time calculation will exclude maintenance windows as defined above.

L.3.1.7 Patches, Hotfixes and Signature Updates

MCI will track the current configuration of each managed device. When new patches, fixes, or signature updates are released that are applicable to a Customer's device, MCI Pillars will test and evaluate the patch in our lab. When MCI is satisfied the patch is necessary, useful and represents no undue hazard, MCI will notify the Customer of the patch, and push out the patch remotely to the Customer device. Consistent with the time limits of the SLA, MCI will test, evaluate and apply the patch directly or, with the Customer's approval, schedule it to be performed later during a regular customer maintenance window. Application of patches, hotfixes and signature updates will not be applicable in the event of system unavailability or Force Majeure, and SLA time calculation will exclude maintenance windows as defined above.

L.3.1.8 Vulnerability Scanning of Managed Devices

MCI will provide regular scanning of the managed device for known security vulnerabilities. Information from this scan will be included in the regular reports, and any discovered vulnerabilities will be mitigated as appropriate based on the patches/hotfixes guidelines. This scan only applies to managed firewalls and network intrusion detection devices at the enhanced and premium service levels. Vulnerability scanning is subject to system availability.

L.3.1.9 Data Storage

Data collected from traps, polling and syslog is normalized on the SDA, and information deemed potentially significant by MCI's automated systems is forwarded to operations for analysis. The data is normalized for purposes of cross-platform correlation and root cause analysis. This normalized event data is stored in full for one month. It is then used to generate monthly reports, after which summary statistics from the reports are archived for future reference, and the event data is deleted. Full syslog files are retrieved and archived for Premium level customers only, and are maintained in live storage up to a maximum as specified in the SLA, after which point they are transferred to offline archival storage media. These files will be made available for forensic analysis purposes if requested or necessary.

L.3.1.10 Reporting

MCI provides detailed reporting on information appropriate to the customers' services. These reports are available from our customer web portal at any time. Reports are provided

with multiple levels of detail, suitable for CXO, mid-manager, and IT audiences. Three different levels of report customization are available, based on SLA.

L.3.1.11 Hardware Maintenance and Software Subscription

Customer must purchase and maintain the highest level of vendor hardware maintenance agreement (also known as hardware break/fix) and vendor software subscription service on all hardware and software that will be subscribed to a MCI managed service. This is an additional cost not included in MCI's service charge, and must be maintained and renewed every year at customers' expense. If customer fails to maintain these maintenance contracts and subscriptions or fails to furnish appropriate information on these contracts to MCI in a timely fashion, MCI's obligations under the SLAs with regard to hardware break/fix and updating, patching and maintaining managed devices will be null and void.

L.3.1.12 Service Provisioning Guarantee Process

MCI's installation and service provisioning commitment shall commence on the day MCI receives a signed design approval form from the Customer. The Service is deemed to be provisioned when MCI is prepared to provide Web Portal access codes to Customer and begin providing service. The Service Provisioning Guarantee is not available if an installation delay is attributable to non-standard products, acts or omissions of Customer, its employees or agents, acts or omissions of MCI's partners, shipping or procurement delays outside of MCI's reasonable control, Customer not passing MCI's credit check, or reasons of Force Majeure.

In the event the Provisioning Process is unreasonably delayed by acts or omission by Customer, and after MCI has made repeated documented attempts to overcome such acts or omissions, MCI will begin invoicing for all effected services that have not been provisioned within 90 days of acceptance of this Statement of Services.

L.3.1.13 Incident Response and Risk Mitigation

Incident response and risk mitigation begins the moment that a security or health event is identified and validated by MCI. Depending on the nature of the event, it may take an indeterminate time to resolve. MCI will keep the customer aware of all actions transpiring, and will inform the customer upon successful resolution of the event. Incident response is subject to system availability and Force Majeure.

L.3.2 SLA Violation Remedy

For each time that any of the Performance Criteria (other than the Service Provisioning Guarantee) are not met during a calendar month, subject to the above

definitions, Customer shall receive a credit to be applied to future amounts due MCI equal to 1/30th of the total monthly fee due MCI for the effected service.

For a violation of the Service Provisioning Guarantee timeline, MCI will provide Customer a one-time credit equal to 10 % of the Transition Fee (services only, not including hardware or software) for each affected service.

L.3.3 SLA Metrics

L.3.4 SAS Response Metrics

Response Agreements			
General Service Responses	Response Metric	Contact	Product
Maximum time to respond to general customer inquiry. A general inquiry may include the following: <ul style="list-style-type: none"> • Scheduling • Conference call or onsite agenda • Description of deliverable • Deliverable status • Project status • User Account Maintenance 	Next Business Day	Project Manager	Enterprise, Perimeter, Service Provider
Maximum time to respond to routine technical customer inquiry. A routine technical inquiry may include the following: <ul style="list-style-type: none"> • Scan Results • MCI Methodology • Essential Practice Requirements • Certification Status • Research Request 	Next Business Day	Security Analyst	Enterprise, Perimeter, Service Provider
Maximum time to respond to security incidents (i.e. hacking, virus, defacement, denial of service)	30 minutes	Incident Response Team	Enterprise, Perimeter, Service Provider
Maximum time to respond to remote scan related emergencies.	30 minutes	T-SOC	Enterprise, Perimeter, Service Provider
MCI Alerts	N/A	Security Analyst	Enterprise, Perimeter, Service Provider
MCI 2001 Portal system availability	95.00%	Helpdesk	Enterprise, Perimeter, Service Provider

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General Service Responses	Response Metric	Contact	Product
Reports			
<i>Perimeter Discovery Scan Report</i>			
Expert analysis of scans	7 business days	Security Analyst	Enterprise, Perimeter, Service Provider
Reporting Frequency	As necessary	N/A	Enterprise, Perimeter, Service Provider
<i>Perimeter Risk Assessment Report</i>			
General Service Responses			
Expert analysis of scans	7 business days	Security Analyst	Enterprise, Perimeter, Service Provider
Reporting Frequency	Quarterly	N/A	Enterprise, Perimeter, Service Provider
<i>Internal Risk Assessment Report</i>			
Expert analysis of scans	15 business days	Security Analyst	Enterprise
Reporting Frequency	Annually	N/A	Enterprise
<i>Desktop Risk Assessment Report</i>			
Expert analysis of data	7 business days	Security Analyst	Enterprise
Reporting Frequency	Bi-annually	N/A	Enterprise
<i>War Dial</i>			
Expert analysis of scans	7 business days	Security Analyst	Enterprise, Service Provider
Reporting Frequency	Bi-annually	N/A	Enterprise, Service Provider
<i>Onsite Assessment Report</i>			
Expert analysis	15 business days (after on-site)		
Reporting Frequency	Annually	N/A	Enterprise, Perimeter, Service Provider
<i>Post-Certification Management Report</i>			
Reporting Frequency	Annually	Security Analyst	Enterprise, Perimeter, Service Provider

Attachment M
to
RFP 2002-033

CERTIFICATION REGARDING LOBBYING

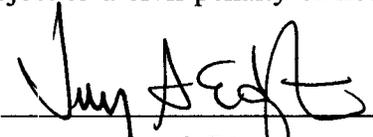
The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. 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.

- b. 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.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients 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: 
Printed Name: Jerry A. Edgerton, Senior V.P.
Organization: MC1
Date: 11/13/07