



Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation

7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia

11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	85
Description of Contract Change – Provide a brief description of contract change	Adds Email Data Loss Prevention (EDLP) Service to the CIA.
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none">• Appendix 13 to Schedule 3.3 (Other Services SOW) (new)• Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach) (new)• Schedule 10.1 (Fees)

This is Amendment No. 85 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 85"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 85, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 85 shall have the meanings assigned to them in the Agreement. Amendment No. 85 is effective as of July 29, 2013.

1. A new Appendix 13 to Schedule 3.3 (Other Services SOW) is added as follows.

"Email Data Loss Prevention Service

This service uses the Cisco IronPort email data loss prevention feature available for Vendor's existing Cisco IronPort email security appliances (hereinafter, "EDLP"). Vendor will install, configure, support, and maintain EDLP on such Cisco IronPort email security appliances in accordance with the technical approach.

The Eligible Customer subscribing to EDLP must establish the policy or policies applicable to its outbound email and select the remediation action to occur upon the violation of such policy or policies, and then inform Vendor of the same. The Eligible Customer may either (a) at no additional charge select from out-of-the-box compliance and regulation policies and remediation actions built-in and pre-defined by the software vendor, Cisco, or (b) on a time and materials basis request that Vendor build custom polices and remediation actions according to the Eligible Customer's specifications. Vendor will assist on a time and materials basis with any custom request to the extent the software functionality permits such request.

EDLP is offered by the software vendor on a subscription basis, under the Software as a Service (SaaS) model where services are delivered on an annual pay-for-use basis. Each EDLP subscription has a one-year term and is non-refundable and non-cancelable during that term. An Eligible Customer may transfer subscriptions between mailboxes within its agency to account for departing and new employees, or among other Eligible Customer mailboxes, excluding DMAS, to account for agency consolidation or elimination by the General Assembly. Vendor will set all EDLP subscriptions to renew on the same date and inform VITA of such date. VITA, through its Customer Account Managers, must provide Vendor with written instructions regarding EDLP subscription renewal for each subscribing Eligible Customer at least 90 days prior to Vendor's renewal date. Per VITA's instructions, Vendor will not automatically renew EDLP subscriptions. In order to subscribe to EDLP, the End-User must use Vendor's Messaging Services, have a CoV email account, and be listed in the active directory. End-Users must subscribe to Secure Envelope in order to send encrypted emails as a remediation action. The table below provides the specific roles and responsibilities between the Commonwealth and Vendor for EDLP Service. No Service Levels apply to this Service."

Email Data Loss Prevention Service Roles and Responsibilities

EDLP Roles and Responsibilities	Vendor	VITA
1. Procure software subscription licenses and software maintenance for EDLP.	X	
2. Deploy and manage email gateway infrastructure.	X	

EDLP Roles and Responsibilities	Vendor	VITA
3. Define out-of-the-box compliance and regulation policies applicable to outgoing email and remediation action to occur upon the violation of such policies, including identifying points of contact for each subscribing Eligible Customer to receive violation reports, through the Work Request process.		X
4. Implement and configure out-of-the-box policies and remediation actions for EDLP as specified in a Work Request.	X	
5. Provide detailed requirements for each subscribing Eligible Customer needing custom polices and remediation actions or other changes to out-of-the-box EDLP templates through the Work Request process.		X
6. Configure custom changes to EDLP within its existing functionality as specified in a Work Request.	X	
7. Require that End-Users subscribed to EDLP (a) see the Commonwealth standard “splash screen” advising End-Users substantially of the following: By accessing and using this system you are consenting to system monitoring for law enforcement and other purposes and (b) adhere to and certify understanding of Commonwealth Policy 1.75 (Use of Electronic Communications and Social Media) or its replacement.		X

2. A new Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach) is added as follows.

“Technical Approach for Email Data Loss Prevention Service

EDLP scans outbound electronic mail for violations of built-in and pre-defined (*i.e.*, out-of-the-box) compliance and regulation policies. The Eligible Customer subscribing to EDLP selects which of the out-of-the-box compliance and regulation policies will apply to its outgoing email. In addition, the subscribing Eligible Customer selects which of the out-of-the-box remediation actions will occur upon detection of a policy violation. Finally, EDLP provides real-time monitoring, alerts, and standard out-of-the-box reporting for violations. Standard out-of-the-box reports will be provided as requested during setup at no additional charge, but custom reports will not be provided. The EDLP Service does not include hardware or software upgrades, except for patches and other updates provided by the software vendor to Vendor at no additional charge.

Examples of out-of-the-box compliance policies include: Health Insurance Portability and Accountability Act (HIPAA), Sarbanes-Oxley Act (SOX), and Personal Information Protection and Electronic Documents Act (PIPEDA). Examples of out-of-the-box remediation actions include: block email, block and report, quarantine email, and encrypt and send email. Encryption of email as part of the remediation action occurs separately using Secure Envelope, and not EDLP.”

3. In Schedule 10.1 (Fees) a new section is added to the end of Section 5.3 as follows.

“Fees for Email Data Loss Prevention Service

One-time, non-recurring, time and material charges apply if a subscribing Eligible Customer requests that Vendor configure or change an out-of-the-box EDLP template or that Vendor build a custom policy or remediation action according to the Eligible Customer’s specifications.

There will be no charge during the Term for up to 500 EDLP subscriptions for email mailboxes associated with Department of Medical Assistance Services (DMAS) (*i.e.*, email accounts with addresses ending in *@dmas.virginia.gov*); however, no credit will be issued for such no-charge subscriptions if unused.”

4. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units) the following row of new text is inserted at the end of a new “Other Services” Section (the header row is shown for context only).

Other Services	Unit	Definition
EDLP	Per Email Box (Recurring)	Monthly, recurring fee for each individual or group mailbox (excluding distribution and contact lists) subscribed to EDLP.

5. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines) the following row of new text is inserted at the end of a new “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
EDLP	Per Email Box (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A

6. In Attachment 10.1.5-A to Schedule 10.1 (Post-Transition Phase Fees - Fixed Recurring Fees and Baseline Resource Unit Rates by Service Tower) the following row of new text is inserted at the end of a new “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
EDLP	Per Email Box (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A

7. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower) the following row of new text is inserted at the end of a new “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
EDLP	Per Email Box (Recurring)

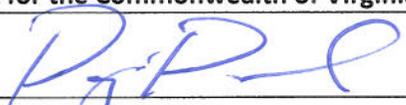
Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
2.00	2.00	2.00	2.00	2.00	2.00

8. In Attachment 10.1.8 to Schedule 10.1 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates by Service Tower) the following row of new text is inserted at the end of a new "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
EDLP	Per Email Box (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A

The Parties have executed this Amendment No. 85 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Perry Pascual	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: <i>8/6/2013</i>	Date: <i>July 30, 2013</i>