



Comprehensive Infrastructure Agreement 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	71
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	-Appendix 6 to Schedule 3.3 -Addendum 6 to Appendix 6 to Schedule 3.3 (new) -Attachments 10.1.3-A, 10.1.4-A, 10.1.5-A, 10.1.7, and 10.1.8 to Schedule 10.1
Description of Approved Contract Change – Provide a brief description of contract change	The following change is requested to implement a Hosted Mail Archiving Service within the Services of the Comprehensive Infrastructure Agreement.



In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

- 1.) Appendix 6 to Schedule 3.3, Messaging Services SOW, is deleted in its entirety and replaced with the attached Exhibit A, which is incorporated into this Amendment by this reference.
- 2.) Addendum 6 to Appendix 6 to Schedule 3.3, Hosted Mail Archiving Service Technical Approach, is added as set forth in Exhibit B, which is incorporated into this Amendment by this reference.
- 3.) Attachments 10.1.3-A, 10.1.4-A, 10.1.5-A, 10.1.7, and 10.1.8 to Schedule 10.1, are deleted in their entirety and replaced with the attached Exhibit C, which is incorporated into this Amendment by this reference. Attachments 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.9, 10.1.10, 10.1.11, 10.1.12, 10.1.14 and 10.1.15 remain unchanged.
- 4.) Both Parties agree that this Service offering is provided through Vendor's Comprehensive Infrastructure Agreement (CIA) with the Commonwealth. This amendment does not reflect any agreement among the Parties regarding the scope of Services to be provided under the CIA without this amendment or the price for such Services.
- 5.) For purposes of Section 16.1.4 (Acknowledged Direct Damages), Vendor and Commonwealth agree that Vendors liability under items (i), (iii) and (iv) with respect to this Service shall be limited to three (3) times the Fees paid by Commonwealth to Vendor related to this Hosted Mail Archiving Service during the immediately preceding twelve (12) month period.
- 6.) For purposes of Service Level Requirements (SLRs), only the following shall apply for this Service:
 - Incident Resolution SLR -- 3 - Medium as listed in Table 25 of Appendix 1 to Schedule 3.3 (Cross Functional Services SOW) so long as the incident is related to the Hosted Mail Archiving Service in its entirety and not incidents on an End-User basis.
 - Messaging Services Availability Levels - Messaging Service for Hosted Mail Archiving Service as listed in Section 4.3.1 of Appendix 6 to Schedule 3.3 (Messaging Services SOW).
- 7.) Termination, and Access to and Return of Archived Data Upon Termination - The Commonwealth agrees to keep this Service Offering for a minimum term of three (3) years from the date of execution. The Commonwealth does not warrant or represent to Vendor by offering this Service any commitment to quantity of End-Users utilizing Hosted Mail Archiving.

In the event of termination, Vendor is responsible for ensuring that Commonwealth Data in the Hosted Mail Archiving Service is handled in accordance with the terms of this amendment. Any data extracted or returned from the Hosted Mail Archiving Service must be in a format that is usable and commercially reasonable.

If an Eligible Customer terminates their subscription to the Hosted Mail Archiving Service, the Eligible Customer shall have the option to have data stored in the Hosted Mail Archiving Service (i) retained in the archives until the end of the Eligible Customer defined retention periods, at no additional cost to the Commonwealth and during which time the data will remain available for extraction by the Eligible Customer; or (ii) returned from the Hosted Mail Archiving Service to the Eligible Customer. If the Eligible Customer requests the Vendor to

perform the return of Commonwealth Data from the Hosted Mail Archiving Service, Vendor will work with the Eligible Customer to develop and implement a project plan to migrate the data back from the Hosted Mail Archiving Service, and Vendor may charge reasonable additional costs to be determined.

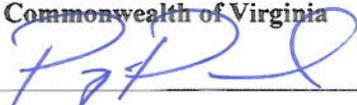
In the event the Commonwealth terminates the Hosted Mail Archiving Service in any manner permitted by the CIA, the Vendor will provide the Commonwealth with forty five (45) days notice prior to terminating the agreement with Symantec. Upon termination with Symantec the Vendor will have all Commonwealth Data that was stored in the Hosted Mail Archiving Service returned; Commonwealth Data will be retained by Vendor for a period of sixty (60) days at no additional charge to the Commonwealth. After the sixty (60) day period has ended, any data remaining from the Hosted Mail Archives will be stored by the Vendor and assessed at the "Storage Tier 2 at CESC" Resource Unit Rate until such time as the data is deleted.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

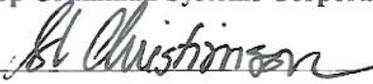
By: 

Name: Perry Pascual

Title: Customer Services, Project Management Organization

Date: 12/23/2011

Northrop Grumman Systems Corporation

By: 

Name: S.L. Christianson

Title: Director (Acting), Contracts

Date: 12.21.11