

This is Appendix 12 (Legacy Operations Framework) to Schedule 3.3 (Statements of Work) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in Appendix 11 (SOW Definitions) to Schedule 3.3 or in the Agreement.

This Legacy Operations Framework sets forth the responsibilities of the Commonwealth and Vendor with respect to legacy (non-transformed) operations and the application of “legacy” Resource Unit Fees to legacy (non-transformed) services.

1. The Commonwealth recognizes that Transition will not occur at all agencies by June 30, 2010. The Commonwealth agrees that there are specific agencies with specific Towers that have not signed an Agency Transformation Plan to implement the enterprise standard solution. (These agencies are in the table below.)

Agency	Towers
Virginia State Police (“VSP”)	All Service Towers
Virginia Department of Emergency Management (“VDEM”)	All Service Towers
Department of Forensic Sciences (“DFS”)	All Service Towers
Department of Transportation (“VDOT”)	Messaging and eSupport
Virginia Employment Commission (“VEC”)	All Service Towers Except Desktop and Network

2. At no additional charge to the Commonwealth, Vendor will complete the implementation of the enterprise standard solution as specified in the Agency Transformation Plan for VDOT and all agencies being transformed by Vendor but not on the above table (other than the Department of Medical Assistance Services (“DMAS”)) by December 31, 2010. In addition, Vendor will complete the implementation of the enterprise standard solution as specified or will be specified in the Agency Transformation Plan for DMAS, VSP, VDEM, DFS, and VEC as soon as practicable, at no cost to the Commonwealth, except for additional labor and incidental costs as specified in paragraph 5 below. For the five agencies listed in the above table, Vendor’s undertaking in the previous two sentences is upon the condition that the agency has committed to and signed, no later than May 15, 2010, an Agency Transformation Plan provided by Vendor. Such Agency Transformation Plan:

- shall be a comprehensive, realistic roadmap to complete such implementation by December 31, 2010 for VDOT and as soon as practicable for the other agencies in the above table;
- shall be similar in format and content to the Agency Transformation Plans currently agreed to by other agencies;

- shall include the total number of hours required to perform Vendor's responsibilities under the most recent Agency Transformation Plan for the agencies listed in the table; and
- shall be delivered to each such agency in the above table no later than April 15, 2010.

If an agency has not committed to and signed its Agency Transformation Plan on or before May 15, 2010, Vendor still has to complete the implementation, but may not be able to guarantee completion by December 31, 2010. The Fees in paragraphs 3 and 5 still apply.

3. Beginning on January 1, 2011 (or the beginning of the month following such later completion date as is specified in the Agency Transformation Plan), any agency other than DMAS that has not completed implementation to the enterprise standard solution by December 31, 2010 (or such later date specified in the Agency Transformation Plan), unless otherwise agreed by the Parties, will incur additional charges to support its legacy (non-transformed) assets and systems, if the Commonwealth chooses to obtain such support from Vendor and Vendor had complied with the Agency Transformation Plan. The additional charges are the applicable Legacy Resource Unit Fee(s), which reflect the additional labor required to support a legacy asset or system. The applicable Legacy Resource Unit Fees will be invoiced to the Commonwealth by Vendor until such time as the agency has completed implementation to the enterprise standard solution or until such time as the agency chooses to retire such legacy asset or system. In addition, non-labor costs incurred by Vendor after such date specified above to support the legacy assets and systems (e.g. software licenses) will be at the Commonwealth's expense and subject to Section 5.5 of Schedule 10.1. Notwithstanding the foregoing, the Commonwealth will procure for itself all Novell software or maintenance services needed to support legacy messaging services after September 1, 2010 and such costs will not be included as a Managed Expense.

4. No later than April 15, 2010, Vendor will provide the Commonwealth with a non-binding pro forma estimate of Legacy Resource Unit Fees for each of the agencies listed in the table above. The Commonwealth will then meet with each such agency to present the pro forma and discuss its Agency Transformation Plan with the goal of each such agency committing to and signing its Agency Transformation Plan no later than May 15, 2010.

5. Beginning on January 1, 2011 (or the beginning of the month following such later completion date as is specified in the Agency Transformation Plan), for any agency other than DMAS that has not completed implementation to the enterprise standard solution by December 31, 2010 (or such later date specified in the Agency Transformation Plan), unless otherwise agreed by the Parties, Vendor will invoice the Commonwealth (and the Commonwealth will pay) for any and all non-recurring actual labor costs to complete that agency's implementation to the enterprise standard solution incurred after December 31, 2010 (or such later completion date specified in the Agency Transformation Plan) for the hours in excess of those planned by Vendor to complete such implementation as specified in such agency's Agency Transformation Plan. If any agency exercises the option under Paragraph 7 below after Vendor has already concluded all activity under all Agency Transformation Plans and no longer has the appropriate labor at the relevant location, the Commonwealth shall pay for any reasonable travel, hotel or other

additional costs associated with bringing in the labor to perform the activities in Paragraph 7. Such additional costs shall be subject to Section 5.5 of Schedule 10.1.

6. Vendor agrees, upon request by the Commonwealth, to support legacy (non-transformed) Towers at the rates for the Legacy Resource Units, as adjusted for COLA, for the remainder of the Term, or until the agency or Commonwealth determines a different service provider is more appropriate or until the agency has completed implementation to the enterprise standard solution. Accordingly, if an agency determines it will not implement the enterprise standard solution for a specific Tower, and the Commonwealth determines a more cost-effective service delivery method is available, Vendor will agree to cease legacy support operations for that Tower and adjust billing accordingly.

7. At any time after December 31, 2010, an agency may decide to implement the enterprise standard solution for a legacy Tower at the Commonwealth's sole expense (subject to any remaining Vendor hours available in the Agency Transformation Plan), as specified in Paragraph 5 above.

8. Vendor shall provide VITA with a regular monthly report comparing planned hours vs. actual hours incurred for each agency at which implementation activities are ongoing.

9. Vendor's invoice for any charges that are based on costs incurred by Vendor must include documentation reasonably sufficient to enable VITA to verify the specific costs incurred.