



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
7575 Colshire Drive
McLean, Virginia 22109-7508

and

The Commonwealth of Virginia
110 South Seventh Street
Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	34
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 7.2 – Post-Live Software Acceptance
Description of Approved Contract Change – Provide a brief description of contract change	Addition of language to the Section to clarify the process for the re-test of a System or Deliverable that does not pass Post-Live Testing.



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

Section 7.2 of the Agreement is hereby modified as follows:

7.2 Post-Live Software Acceptance

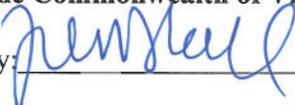
Once the Commonwealth has issued its Pre-live Acceptance of all of the Software Components that constitute a particular Deliverable or System, the Commonwealth shall begin using such Deliverable or System in a live, operational environment (the date that such use commences, the "Go Live Date"). Once the Commonwealth has used the Deliverable or System in such live, operational environment for a sufficient time to test all functions of such Deliverable or System, and to ensure that such Deliverable or System is fully integrated with all other applicable Systems and with all applicable the Commonwealth Software and other relevant systems and Software of the Commonwealth, a period lasting no more than sixty (60) consecutive calendar days after the Go Live Date ("Live Testing"), and has determined that (i) there have been no material errors, (ii) the Deliverable or System performs in accordance with the applicable Acceptance Criteria, and (iii) all training Services required hereunder, and other Services required by this Agreement to have been completed by such time or occurrence, have been completed, then the Commonwealth shall notify Vendor in writing that the Commonwealth has issued its "Post-live Acceptance" of the Deliverable or System. If the Commonwealth determines during such period that one or more of the above criteria have not been met, the Commonwealth shall deliver to Vendor, as soon after such deficiency is determined, but no longer than seven (7) calendar days after the end of the Live Testing period, a written report describing the deficiencies in reasonable detail. Vendor shall correct any such deficiencies within fifteen (15) calendar days after receiving any such report and shall notify the Commonwealth in writing when such corrections are completed. The Commonwealth and Vendor may then re-test the Software Component for an additional Live Testing period of up to thirty (30) consecutive calendar days, at the end of which the determination, notification, and correction process described above in this Section shall be repeated subject to the provisions of Section 7.4. In no event shall any other action or inaction by the Commonwealth, including the Commonwealth's use of such Deliverable or System, or any portion thereof, in such a live, operational environment, constitute issuance by the Commonwealth of its Post-live Acceptance of such Deliverable or System or any portion thereof. Notwithstanding anything to the contrary elsewhere in the Agreement, in no event shall the Commonwealth's issuance of its Post-live Acceptance of any Deliverable or System be deemed a waiver of any right or remedy available to the Commonwealth under this Agreement, at law, or in equity as a result of any defect in any Software Component or Deliverable not discovered by the Commonwealth during Pre-Live Testing or Live Testing.

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

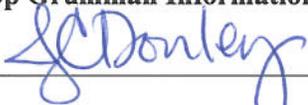
By: 

Name: Fred Duball

Title: SMO Director

Date: 4/2/2007

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier Donley

Title: Contracts Director

Date: 30 Mar 07