

**APPENDIX 8 TO SCHEDULE 3.3  
TO THE  
COMPREHENSIVE INFRASTRUCTURE AGREEMENT  
DATA NETWORK SERVICES SOW**

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## Table of Contents

<b>1.0</b>	<b>Data Network Services Overview and Objectives .....</b>	<b>1</b>
1.1	Services Overview .....	1
1.2	Service Objectives .....	1
<b>2.0</b>	<b>Service Environment .....</b>	<b>1</b>
2.1	Scope of Services and Infrastructure to be Supported .....	1
<b>3.0</b>	<b>Data Network Services Requirements .....</b>	<b>2</b>
3.1	Service Descriptions and Roles & Responsibilities .....	3
3.2	Exclusions.....	7
3.3	Service Specific Milestones .....	7
3.4	Statement of Technical Approach .....	7
<b>4.0</b>	<b>Service Management.....</b>	<b>8</b>
4.1	Objectives .....	8
4.2	Definitions .....	8
4.3	Service Level Requirements.....	8
4.4	Reports .....	12
<b>5.0</b>	<b>Referenced SOW Addenda .....</b>	<b>12</b>

### List of Tables

Table 1.	General Roles and Responsibilities .....	4
Table 2.	Architecture, Design and Engineering Roles and Responsibilities .....	4
Table 3.	Asset Acquisition and Network Provisioning Services Roles and Responsibilities .....	5
Table 4.	Network Operations and Administration Roles and Responsibilities .....	6
Table 5.	Network Monitoring and Reporting Roles and Responsibilities .....	6
Table 6.	Documentation Roles and Responsibilities .....	7
Table 7.	Network Availability Service Levels.....	8
Table 8.	Network Performance Service Levels.....	10
Table 9.	Network Administration Services Service Levels .....	11

This is Appendix 8 (Data Network Services SOW) to Schedule 3.3 (Statements of Work) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor (the "Agreement"). 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.

## **1.0 Data Network Services Overview and Objectives**

### **1.1 Services Overview**

This Appendix 8 (Data Network Services SOW) is the Statement of Work (or "SOW") that sets forth the roles and responsibilities of the Parties for the Data Network Services ("Data Network Services") provided under the Agreement as part of the Services. Data Network Services are the Services and activities, as further detailed in this SOW, required to provide and support the Commonwealth's Data Network environment. Vendor responsibilities include, but are not limited to, the provisioning, engineering, operations and administration of the following Data Network Services and Infrastructure:

- Wide Area Network (WAN)/Metropolitan Area Network (MAN)
- Local Area Network (LAN) (Wired and Wireless)
- Remote Access (VPN and Dial-up)
- Network Security (clarifying text to outline services)

In addition to the Services described in this SOW, Vendor is responsible for providing the Services described in Appendix 1 (Cross-Functional Services SOW) to Schedule 3.3.

### **1.2 Service Objectives**

The following are the key high-level Service objectives Vendor shall ensure the Commonwealth achieves through Data Network Services:

- Provide a reliable, scalable and secure Network infrastructure to the Commonwealth
- Operate efficiently and effectively by running on a consolidated Network infrastructure and by simplifying Network management, procurement and budgeting
- Minimize administrative effort by engaging Vendor to provide this management function
- Achieve the Service Levels specified in Section 4 below

## **2.0 Service Environment**

### **2.1 Scope of Services and Infrastructure to be Supported**

This paragraph describes the scope of Services described in Section 2. This includes assets, facilities and locations, personnel, policies and procedures, licenses and agreements and work-in-process. Schedules and attachments are associated with each section to allow for quarterly updates and changes. The following sub-sections and related SOW Addenda further

describe and scope the Data Network Services environment to be supported and/or with which Vendor shall comply. Service Environment addenda are to be maintained by Vendor, reviewed with VITA, updated by Vendor and made available to VITA on a quarterly basis.

#### **2.1.1 Hardware and Software**

- a. A listing and description of all supported Network hardware as part of Data Network Services is provided in Addendum 1 - Network Hardware.
- b. A listing and description of the supported Network Software and utilities as part of Data Network Services is provided in Addendum 2 - Network Software.
- c. A listing of supported Network circuits as part of Data Network Services is provided in Addenda 3a and 3b - Network Circuits.
- d. A Network topology diagram describing the supported Network components as part of Data Network Services is provided in Addendum 4 - Network (Logical) Topology.

#### **2.1.2 Service Locations**

A description and location of all Commonwealth facilities and office locations requiring Data Network Services is provided in Addendum 5 – VITA Specified Commonwealth Facilities and in Addendum 6 - Eligible Customers currently using Data Network Services, which Eligible Customers receive such services under the existing VITA telecommunications contracts.

#### **2.1.3 Personnel**

Vendor will be responsible for providing appropriately skilled staffing for the Data Network Services environment to meet the Roles and Responsibilities and Service Levels set forth in this SOW.

#### **2.1.4 Policies, Procedures and Standards**

The policies and procedures with which Vendor will provide Data Network Services in accordance with Section 13 of the Agreement are provided in Schedule 13 (Commonwealth Policies) to the Agreement and the Procedures Manual.

#### **2.1.5 Agreements and Licenses**

A list of Data Network Services related agreements and licenses is provided in Schedule 2.2 (Contracts).

#### **2.1.6 Current Projects**

The Commonwealth currently has a number of Current Projects planned or in progress that are included in the scope of this SOW and are the responsibility of Vendor to complete within the time frames specified by the Commonwealth. A list of these Current Projects is provided in Schedule 28.29 (Current Projects).

### **3.0 Data Network Services Requirements**

### 3.1 Service Descriptions and Roles & Responsibilities

Data Network Services include the following Services, activities, and roles and responsibilities.

#### 3.1.1 Data Network Services Requirements

a. **Wide Area Network (WAN)/Metropolitan Area Network (MAN) Services and Associated Infrastructure**

WAN and MAN Services include the provisioning, engineering, operations and administration of Networks that interconnect two or more separate facilities that span a geographic area that may include a campus or metropolitan area. Transmission facilities include, but are not limited to, point to point circuits, frame relay, ATM, dedicated Internet connections, broadband (DSL/cable modem) Internet connections. Vendor shall work with public carriers and other Commonwealth circuit providers on behalf of the Commonwealth to ensure delivery of WAN Services. Support of any Data Network Services-related work required by designated carriers, to support the Commonwealth's Network, is within the scope of Services and associated Infrastructure.

b. **Local Area Network (LAN) Services and Associated Infrastructure**

LAN Services include the provisioning, engineering, operations and administration of Networks that are usually confined to a single facility or portion of a facility. LAN components include Dynamic Host Configuration Protocol (DHCP)/Domain Name Server (DNS) and wireless LANs supporting all Network traffic originating from desktop devices, local file and print servers, application servers, database servers, peripherals, firewalls/routers, other Network devices and other End-User Devices. This Service does not include the LAN-attached Network Interface Card (NIC) at the desktop. Vendor has operational responsibility for premises distribution system and co-ordination with Commonwealth personnel and third-parties for wiring.

c. **Remote Access Services and Associated Infrastructure**

Remote Access Services include the provisioning, engineering, operations and administration of methods for remote End-Users and Commonwealth business partners to securely connect to the Data Network Services and Data Center Services over the public Internet and dial-up facilities. This Service includes dedicated site-to-site VPN connectivity on a shared public IP Network. It requires industry-/Internet-based standards for security to create and preserve privacy, data integrity, and authenticity. The Remote Access Service must be highly scaleable.

d. **Network Security Services**

Network Security Services include the provision and support of methods that provide security to physical and logical devices connected to the Network. Security Services include firewall, intrusion detection, penetration/vulnerability testing. Responsibility for administration, policies, and standards for Network Security Services are described in Appendix 3 (Security Services SOW) to Schedule 3.3.

#### 3.1.2 General Responsibilities

The following table identifies the General roles and responsibilities associated with Data Network Services. An "X" is placed in the column under the Party that will be

responsible for performing the task. Vendor responsibilities are indicated in the column labeled "Vendor."

**Table 1. General Roles and Responsibilities**

General Roles and Responsibilities	Vendor	VITA
1. Recommend WAN, LAN, RAS, Network Security Services, standards and requirements based on industry best practices	X	
2. Review and approve Services, standards and requirements for WAN, LAN, RAS, Network Security services		X
3. Perform business liaison function to Eligible Customers		X
4. Develop and document Network provisioning, engineering, design, requirements and policies, in accordance with Procedures Manual	X	
5. Recommend Network capacity thresholds	X	
6. Approve Network capacity thresholds		X
7. Provide capacity and performance reports on a monthly basis or as needed	X	
8. Procure/provision and maintain all Network components and circuits	X	
9. Report monthly (or as needed by VITA) performance against Service Level	X	
10. Coordinate Service delivery with Help Desks, as well as other support groups within each of the other Towers in coordination with Eligible Customers, VITA, and all appropriate third-parties, as necessary	X	
11. Provide VIP Support Services as necessary	X	

### 3.1.3 Architecture, Design and Engineering

Architecture, Design and Engineering Services are the activities associated with the engineering and design of the technical infrastructure, tools and utilities to support the Network environment. The following table identifies the Architecture, Design and Engineering roles and responsibilities that Vendor and VITA will perform.

**Table 2. Architecture, Design and Engineering Roles and Responsibilities**

Architecture, Design and Engineering Roles and Responsibilities	Vendor	VITA
1. Develop of standards and architecture of the Network		X
2. Develop Network design, engineering and security testing and integration procedures that meet requirements and adhere to defined policies	X	
3. Approve Network design, engineering, security testing and integration procedures		X
4. Prepare Network design, engineering and security, plans and schedules to support new and enhanced applications, architectures and standards	X	
5. Review and approve Network design, engineering and security plans and schedules		X
6. Develop schedules of impending changes to the Network environment	X	
7. Approve the scheduling of all changes to the Network environment		X
8. Coordinate with VITA, other Eligible Customers, and public carriers, as required	X	

**3.1.4 Asset Acquisition and Network Provisioning**

Asset Acquisition and Network Provisioning Services are the activities associated with the pricing, evaluation (technical and costing), selection, acquisition, and ongoing management and disposition of new and upgraded Network circuits and components. The following table identifies the Asset Acquisition and Network Provisioning roles and responsibilities that Vendor and VITA will perform.

**Table 3. Asset Acquisition and Network Provisioning Services Roles and Responsibilities**

Asset Acquisition and Network Provisioning Services Roles and Responsibilities	Vendor	VITA
1. Define networking requirements		X
2. Order and expedite Network Services that conform with VITA’s architecture requirements	X	
3. Configure and test Network infrastructure prior to installation	X	
4. Document infrastructure configuration files and IP addressing schemas	X	
5. Approve Network provisioning requirements		X
6. Provide capacity planning assistance to develop Network resource requirements projections	X	
7. Coordinate ordering, procurement and inventory management of Network Services and associated infrastructure	X	
8. Manage the performance of Network Service and associated infrastructure providers to meet defined schedules, project plans, Service Levels, etc.	X	
9. Ensure that all new circuits, devices and software provisioned are included in configuration management system	X	

**3.1.5 Network Operations and Administration**

- a. Network Operations Services include activities, such as:
  - 1. Network systems management and troubleshooting (e.g. fault, performance, problem, change and capacity management);
  - 2. Bandwidth management;
  - 3. Protocol usage statistics (e.g. identify “top talkers” by protocol);
  - 4. Working with providers of Network Service and associated infrastructure to perform any operations activities (e.g. provisioning, problem management); and
  - 5. Managing and maintaining all Data Network Services resources (e.g. hardware, System Software and Applications Software ) that are required to provide the Services.
- b. Administration Services include activities, such as:
  - 1. Manage Network configuration and devices, including IP addresses, DHCP and DNS; and
  - 2. Physical (e.g. equipment) and logical (e.g. IP address change) IMACs.

The following table identifies the Network Operations and Administration roles and responsibilities that Vendor and VITA will perform.

**Table 4. Network Operations and Administration Roles and Responsibilities**

Network Operations and Administration Roles and Responsibilities	Vendor	VITA
1. Provide Network Services and associated infrastructure for all Eligible Customers	X	
2. Develop and document Network administration requirements, in accordance with the Procedures Manual	X	
3. Develop and document procedures for administration that meet requirements and adhere to defined policies and procedures, in accordance with the Procedures Manual	X	
4. Approve Network Operations and Administration policies and procedures		X
5. Perform day-to-day Network Operations and Administration activities	X	
6. Manage all Network devices in accordance with VITA and Commonwealth policies	X	
7. Maintain Network Services and associated infrastructure configurations	X	
8. Manage accounts as needed for access and maintaining Network resources (e.g. logon End-User-id and password maintenance)	X	
9. Maintain and provide audit information including access, general logs, application logs in accordance with VITA and Commonwealth policies	X	
10. Ensure that Network Administration activities are coordinated through defined Change Management processes	X	
11. Provide on-site staff at Eligible Customer facilities as necessary to perform maintenance, Incident and Problem resolution activities	X	
12. Coordinate resolution of Network Service and associated infrastructure problems with Network Service providers and Eligible Customers.	X	

### 3.1.6 Network Monitoring and Reporting

The following table identifies the Network Monitoring and Reporting roles and responsibilities that Vendor and VITA will perform.

**Table 5. Network Monitoring and Reporting Roles and Responsibilities**

Network Monitoring and Reporting Roles and Responsibilities	Vendor	VITA
1. Develop and document requirements and policies for Network Monitoring and Reporting, in accordance with the Procedures Manual	X	
2. Approve requirements and policies for Network Monitoring and Reporting		X
3. Approve Network Monitoring and Reporting procedures		X
4. Provide and implement tools for monitoring performance, capacity and availability of Network devices and traffic	X	
5. Implement measures for proactive monitoring and self-healing capabilities to prevent Service interruptions	X	
6. Monitor and report the Network Service Levels	X	

Network Monitoring and Reporting Roles and Responsibilities	Vendor	VITA
7. Identify and report on the resolution of Network Problems in accordance with Incident and Problem Management Services, polices, procedures and Service Levels	X	
8. Notify Help Desk of Priority 1, 2, or 3 outages	X	
9. Notification of network service capacity reallocation or change	X	

### 3.1.7 Documentation

The following are required document types that are specific to this SOW:

- a. Network System specifications and topologies (e.g., router configurations, firewall policies, routing diagrams/IP addressing tables, hardware/software listings (including a service history))
- b. Detailed circuit location information (e.g. circuit ID including LEC access ID, location, speed)
- c. “As-built” documentation for all Network devices (including firewalls) that are deployed in development, test, QA, production or other technical environments

The following table identifies the Documentation roles and responsibilities that Vendor and VITA will perform.

**Table 6. Documentation Roles and Responsibilities**

Documentation Roles and Responsibilities	Vendor	VITA
1. Recommend documentation requirements	X	
2. Approve recommended documentation requirements		X
3. Maintain documentation in an electronic format	X	
4. Enable VITA access to documentation contained within electronic format	X	
5. Provide documentation as required by VITA	X	

### 3.2 Exclusions

The following items are specifically excluded from this SOW:

NONE

### 3.3 Service Specific Milestones

Milestones specific to the deployment of Data Network Services are identified in Schedule 3.2 to the Agreement.

### 3.4 Statement of Technical Approach

Vendor’s technical approach for the Services under this SOW shall, at a minimum, be consistent with and similar to the technical approach described in Addendum 7 to this

SOW. Vendor shall, at any time during the Term, make minor modifications to its technical approach, so long as such modifications are consistent with and similar to the technical approach described in Addendum 7, without executing a formal contract modification.

## 4.0 Service Management

### 4.1 Objectives

A key objective of this Agreement is to attain Service Levels with Performance Credits where business is impacted through failure to meet significant mission critical Systems or Services, Critical Milestones or objectives, or when Service performance requirements are not met. Service Levels are detailed in the following sections and those associated with Performance Credits are identified in Schedule 3.12 (Service Level Methodology) of the Agreement.

Vendor shall provide written reports to VITA regarding Vendor’s compliance with the Service Levels specified in this SOW.

### 4.2 Definitions

Appendix 11 (SOW Definitions) to Schedule 3.3 (Statements of Work) of the Agreement provides a list of terms that apply to this SOW and the following Service Levels.

### 4.3 Service Level Requirements

The following minimum Service Levels are required commencing on the date set forth in Schedule 3.12 (Service Level Methodology) of the Agreement. Vendor must consistently meet or exceed the following Service Levels. The Service Level methodology and the identification of Service Levels associated with Performance Credits are detailed in Schedule 3.12 (Service Level Methodology) of the Agreement. **All times referenced are in Eastern Time.**

**Table 7. Network Availability Service Levels**

<b>DEFINITION</b>	<p>Network Availability is defined as the time during which the Network is fully functioning as specified below and normal business operations can be carried out with no data loss, downtime, or performance degradation.</p> <p>All performance criteria are to be measured on a <b><i>per circuit and component basis</i></b> – criteria is <b><i>not</i></b> to be aggregated and averaged for all circuits and Network components.</p>
<b>PRE-SCHEDULED DOWNTIME REQUIREMENTS</b>	<p>All pre-scheduled Network downtime (i.e. maintenance), unless otherwise agreed upon in advance by VITA, will occur:</p> <ul style="list-style-type: none"> <li>• For the Systems with 24x7x365 requirements—all pre-scheduled Network maintenance shall be performed based on VITA’s Change Management policy</li> <li>• For Systems having non-24x7x365 requirements—pre-scheduled Network maintenance shall be performed outside of the normal System availability timeframe</li> </ul>

APPENDIX 8 TO SCHEDULE 3.3 TO THE COMPREHENSIVE INFRASTRUCTURE AGREEMENT  
DATA NETWORK SERVICES SOW

<b>Network Availability Service Level Requirements</b>			
<b>Performance Credit</b>	<b>Service Type</b>	<b>Service Measure</b>	<b>Minimum Performance %</b>
\$5,000 per Location per month	WAN Connectivity – Large Locations (i.e., > 500 ports)	Availability per Location	≥ 99.95%
\$3,000 per Location per month	WAN Connectivity – Medium Locations (51-500 ports)	Availability per Location	≥ 99.90%
\$2,000 per Location per month	WAN Connectivity – critical Small Locations (≤ 50 ports) (not to exceed 35% of Small Locations)	Availability per Location	≥ 99.90%
\$1,000 per Location per month	WAN Connectivity – small Locations (≤ 50 ports)	Availability per Location	≥ 99.85%
30% of monthly User/Device Port fee for all impacted ports	This level of availability requires a special site survey to examine for reliability at all levels; usually requires Synchronous Optical Network (SONET)	Availability	≥ 99.99%
\$10,000 per month	Internet Access	Availability	≥ 99.90%
\$1,000 per Location per month	Router Connectivity – Large Locations (i.e., > 500 ports)	Availability per Location	≥ 99.95%
\$750 per Location per month	Router Connectivity – Medium Locations (51-500 ports)	Availability per Location	≥ 99.95%
\$500 per Location per month	Router Connectivity – critical Small Locations (≤ 50 ports) (not to exceed 35% of Small Locations)	Availability per Location	≥ 99.95%
\$250 per Location per month	Router Connectivity – small Locations (≤ 50 ports)	Availability per Location	≥ 99.70%
\$1,000 per Location per month	LAN Switch Connectivity – Large Locations (i.e., > 500 ports)	Availability per Location	≥ 99.70%
\$750 per Location per month	LAN Switch Connectivity – Medium Locations (51-500 ports)	Availability per Location	≥ 99.70%
\$500 per Location per month	LAN Switch Connectivity – critical Small Locations (≤ 50 ports) (not to exceed 35% of Small Locations)	Availability per Location	≥ 99.70%
\$250 per Location per month	LAN Switch Connectivity – small Locations (≤ 50 ports)	Availability per Location	≥ 99.70%
10% of monthly User/Device Port fee for all impacted ports	VPN – Remote End-User connection	Availability	≥ 99.70%
20% of monthly User/Device Port fee for all impacted ports plus \$2,500 per connection where VPN availability falls below SLA	VPN – Branch-to-Branch connection	Availability	≥ 99.90%
10% of monthly User/Device Port fee for all impacted	Remote Access – Analog / ISDN Dial	Availability	≥ 99.70%

Network Availability Service Level Requirements			
Performance Credit	Service Type	Service Measure	Minimum Performance %
ports			
10% of monthly User/Device Port fee for all impacted ports plus \$2,500 per firewall where availability falls below SLA	Firewall	Availability	≥ 99.90%
No SLA Credit	IDS	Availability	≥ 99.70%
		Formula	Availability (%) = 100% - Unavailability (%) Where Unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time – Planned Outage)
		Measurement Interval	Monitor Continuously, Measure Monthly, Report Monthly
		Measurement Tool	OpenView

**Table 8. Network Performance Service Levels**

<b>DEFINITION</b>	<p>Network Performance includes the ability of the Network components to deliver data timely and accurately.</p> <p>All performance criteria are to be measured on a <b>per circuit and component basis</b>– criteria is <b>not</b> to be aggregated and averaged for all circuits and Network components. Maximum packet size is 128 bytes.</p>
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Network Performance Service Level Requirements				
Performance Credit	Performance Type Per Circuit	Service Measure	Performance Target	Minimum Performance %
\$5,000 per month	Network Transit Delay	Elapsed Time – round trip transit delay from ingress and egress across the WAN.	< 80 ms	98%
\$5,000 per	Packet Delivery	Successful packet	data loss ≤	98%

Network Performance Service Level Requirements				
Performance Credit	Performance Type Per Circuit	Service Measure	Performance Target	Minimum Performance %
month	Loss (excluding dialup service)	transmission	0.05%	
\$5,000 per month	Jitter (Real-Time Classes of Service)	Variation in timing, or time of arrival, of received packets.	< 10 ms	98%
		Formula – Transit Delay	NTD = $t_2 - t_1$ Where: t1 is the time when a packet leaves the ingress premise, and t2 is the times when the packet arrives at the egress premise	
		Formula – Packet Delivery	<b>Packet Delivery Loss</b> = 1 minus PD Where: "PD" = Packets delivered/ packets sent.	
		Formula – Jitter	$J = \Delta T_i - \Delta T_i'$ For two consecutive packets i and i+1: T <sub>i</sub> = time 1 <sup>st</sup> byte of packet i is received by the destination port (ingress time) T <sub>i+1</sub> = time 1 <sup>st</sup> byte of packet i+1 is received by the destination port (ingress time) T <sub>i</sub> ' = time 1 <sup>st</sup> byte of packet i is sent by the source port (egress time) T <sub>i+1</sub> ' = time 1 <sup>st</sup> byte of packet i+1 is sent by the source port (egress time) and $\Delta T_i = T_{i+1} - T_i$ ( $\Delta T_i$ is the time interval between packets at ingress) $\Delta T_i' = T_{i+1}' - T_i'$ ( $\Delta T_i'$ is the time interval between packets at egress)	
		Measurement Interval	Monitor Continuously, Measure Monthly, Report Monthly	
		Measurement Tool	OpenView	

**Table 9. Network Administration Services Service Levels**

<b>DEFINITION</b>	Routers and circuits to be managed proactively using either product-specific or proprietary Network monitoring and management tools. Measurement for these Network components is a 24x7x365 requirement. Pre-scheduled maintenance shall be performed according to the published maintenance window schedule, with the ability to reschedule based on Network Availability requirements from the various Eligible Customers.
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<b>Network Administration Services Service Level Requirements</b>				
	<b>Administration Task</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>Minimum Performance %</b>
\$10,000 per month	Technology Solution Design	Elapsed time	Per Project Schedule	95%
\$10,000 per month	IMAC—service addition or change as scheduled under Change Control process	Elapsed Time	Refer to Addendum 7, Table C-2 Install/disconnect intervals for data services in MCI contract	90%
\$75,000 per month	Implementation of version or major release updates	Response Time	Within 120 days after approved by VITA. Approvals are agreed upon as outlined in the Procedures Manual.	90%
		Formula	Transactions completed within Performance Target / Total Transactions	
		Measurement Interval	Monitor Continuously, Measure Monthly, Report Monthly	
		Measurement Tool	OpenView	

#### 4.4 Reports

The Vendor will provide written reports to VITA regarding Vendor’s compliance with the Service Levels specified in Section 4.3. Samples of such reports are attached hereto as Addendum 8 to this Appendix 8.

#### 5.0 Referenced SOW Addenda

<b>SOW Addenda</b>	<b>Description</b>
Addendum 1*	Network Hardware
Addendum 2*	Network Software
Addendum 3*	Network Circuits
Addendum 4*	Network (Logical) Topology
Addendum 5*	VITA Specified Commonwealth Facilities
Addendum 6*	Eligible Customers currently using Data Network Services
Addendum 7	Statement of Technical Approach
Addendum 8	Sample Reports for Data Network Services

\* The Parties shall mutually agree upon these Addenda during the Interim Phase