

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 2/12)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages 5

AGREEMENT NUMBER	AMENDMENT NUMBER
5-06-58-23 (DTS 06E1393)	7
REGISTRATION NUMBER	

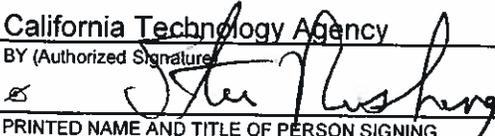
- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California Technology Agency (Formerly Office of the State Chief Information Officer (OCIO))
 CONTRACTOR'S NAME
MCI Network Services, Inc. or MCI Financial Management, Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies
- The term of this Agreement is 1/30/2007 through 1/29/2014
- The maximum amount of this agreement after this amendment is: N/A
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Signature authority for the Office of the State Chief Information Officer (OCIO) has changed to the California Technology Agency per Chapter 404, Statutes of 2010, AB 2408 effective January 1, 2011.
 Under Public Contract Code Section 12120, this administrative amendment hereby replaces the State Agency's Name on the STD 213 A as follows:
From: Department of General Services
To: California Technology Agency
 All references to Department of General Services (DGS) are hereby deleted within this contract and superseded by California Technology Agency, Office of Telecommunications Procurement, P.O. 1810 MS-Y12, Rancho Cordova, CA 95741-1810

Continued on the next page.

This Agreement is effective March 1, 2012 or upon California Technology Agency approval, whichever is later. All other terms and conditions of the original agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA TECHNOLOGY AGENCY Use Only 
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MCI Network Services, Inc. or MCI Financial Management, Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>8/14/13</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Marsha K Harrell Senior Consultant Contract Management		
ADDRESS 22001 Loudoun County Parkway, Ashburn, VA 20147		
STATE OF CALIFORNIA		
AGENCY NAME California Technology Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>8/27/13</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Rushing, Deputy Director, Office of Technology Services - STND		
ADDRESS P.O. Box 1810, MS Y-13, Rancho Cordova, CA 95741-1810		

Exempt per:

Continuation

STD 213A Standard Agreement 5-06-58-23 (DTS 06E1393) Amendment 7

Pursuant to Section 28 Contract Modifications under RFP DGS-2053, the following Amendments and changes are made to the following Sections and attachments:

A. This Amendment is being submitted to provide a correction to the Appendix B-4, Model Contract Language, Module 4, Exhibit A-2, Authorization to Order under State Contract.

1. Appendix B-4, Model Contract Language, Module 4, Exhibit A-2, Authorization to Order Under State Contract, has been modified to correct the Module number, page numbers and footer information:

- Change Module 3 to Module 4, page 1.
- Change page numbers from 62-64 to 63-65
- Addition of "Model Contract Language, Module 4, Attachment 5, Authorization to Order, Appendix B-4" in footer, pages 63-65

Replace Appendix B-4, Model Contract Language, Module 4, Exhibit A-2, Authorization to Order Under State Contract (Pages 63-65) with amended section (Pages 63-65).

Replacement pages containing the modified language are attached hereto for insertion in the Agreement and are identified with the following statement:

"Revised: MSA 4 Amendment No. 7."

B. Amendment Summary:

- **What is this amendment about?**
This amendment is to provide a correction to the Appendix B-4, Model Contract Language, Module 4, Exhibit A-2, Authorization to Order under State Contract.
- **Why is the contract being amended?**
Appendix B-4, Model Contract Language, Module 4, Exhibit A-2, Authorization to Order under State Contract, To correct the Module 3 verbiage in paragraph 1 and replace it with Module 4 verbiage.
- **What is the reason/purpose for the amendment?**
Verizon Business is submitting this administrative amendment for correction of an exhibit.

EXHIBIT A-2
AUTHORIZATION TO ORDER UNDER STATE CONTRACT

_____ ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") Module 4 Services dated _____ ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at <http://www.otech.ca.gov/std/calnet-II/calnetII.asp>.

_____ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval.
8. The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

Address:

Address:

Attn: _____

Attn: _____

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:

Non-State Agency:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Approved By:
Office of Technology Services,
Statewide Telecommunications and Network Division

By: _____

Title: _____

Date Signed: _____