STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY
STATEWIDE TECHNOLOGY PROCUREMENT

STANDARD AGREEMENT AMENDMENT
TECH 213A (rev. 06/2020)

REGISTRATION NUMBER	
AGREEMENT NUMBER C4-DNCS-19-001-06	AMENDMENT NUMBER 03

☒ **CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED 281 PAGES**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTOR NAME
NWN Corporation

2. The term of this Agreement is: April 14, 2020, or upon approval by CDT STP, whichever is later, through June 30, 2025, with three (3) one-year options to extend.

3. The maximum amount of this Agreement after this Amendment is: $0.00 *(Zero Dollars and Zero Cents)*

4. The parties agree to comply with the terms and conditions of this Agreement Amendment. All documents and/or actions noted below are by this reference made part of the Agreement and incorporated herein:

ATTACHMENTS	*PAGES*
Attachment 01	01

ACTION(S)

Changes were made to the Volumes identified within Attachment 1 and is incorporated within:
Business Requirements
Category 20; Statement of Work (SOW): Technical Requirements
Category 20; Catalog A
Category 23; Statement of Work (SOW): Technical Requirements
Category 23; Catalog A

All other terms and conditions remain the same.

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

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
NWN Corporation

CONTRACTOR AUTHORIZED SIGNATURE: Matt Curran — Matt Curran (Jan 8, 2021 13:48 EST)
DATE SIGNED: 01/08/2021

PRINTED NAME AND TITLE OF PERSON SIGNING
Matt Curran, Chief Financial Officer

ADDRESS
2969 Prospect Park Dr., Ste. 225, Rancho Cordova, CA 95670

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTING AGENCY AUTHORIZED SIGNATURE: Samit Wangnoo
DATE SIGNED: 01/08/2021

PRINTED NAME AND TITLE OF PERSON SIGNING
Sam Wangnoo, Statewide Technology Procurement Branch Chief

CONTRACTING AGENCY ADDRESS
P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810

Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only

California Department of Technology
APPROVED
DATE 01/08/2021
Signed Tiffany Agnello (Jan 8, 2021 11:05 PST)
Statewide Technology Procurement

☐ EXEMPT PER:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-06, Amendment 3
NWN Corporation

ATTACHMENT 1 - LIST OF CONTRACTOR'S RESPONSE DOCUMENTS ATTACHED TO THIS AGREEMENT

1) Volume 1, Common Documents
    a. Contractor's BAFO Response to Business Requirements (101 pages)
2) Volume 2, Category 20
    a. Contractor's BAFO Response to Category 20 Statement of Work (75 pages)
3) Volume 3, Category 20
    a. Contractor's BAFO Response to Category 20 Catalog A (18 pages)
4) Volume 2, Category 23
    a. Contractor's BAFO Response to Category 23 Statement of Work (73 pages)
5) Volume 3, Category 23
    a. Contractor's BAFO Response to Category 23 Catalog A (13 pages)

Amendment No. 3 Summary of Changes

C4- DNCS-19-001-06

This Amendment No. 3 ("Amendment") by and between NWN Corporation ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, Contractor and State entered into the Agreement for CALNET Data Networks and Communications Services ("Agreement") on April 23, 2020.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

Statement of Work (SOW), Business Requirements, is hereby amended to include the following and is attached:

Page 2

- Replaced "Addendum" with "Amendment";
- Deleted items 2 – BAFO; and
- Added Item 3, Amendment 3 changes.

Pages 3 - 6, Table of Contents, updated in its entirety.

Page 66, Section G.10.1.2 Contractor's CALNET Public Website Functionality Item 3

- Deleted item 3 in its entirety;
- Renumbered subsequent items "4-11" to "3-10".

Page 75, Table G.10.5.1.1 SLA Performance Report Fields Item 24

- Added, "Customer Environmental".

Page 77, Table G.10.5.2.1 SLA Provisioning Report Fields Item 12

- Added, "Customer Environmental".

Page 80, Table G.10.5.3.1 Catastrophic Outage Report Fields Item 14

- Added, "Customer Environmental".

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #3, 11/01/2020".

Category 20 – MPLS Data Network Statement of Work (SOW), Technical Requirements, is hereby amended to include the following and is attached:

Page 2

- Replaced "Addendum" with "Amendment";
- Deleted existing Items 2, 3, 5; and
- Added Item 3 with Amendment 3 Changes.

Pages 3 -4: Table of Contents updated in its entirety.

Pages 40 - 42, Table 20.2.10 – Unsolicited MPLS Service and Features, changes made as follows:

- Deleted "Add-On Device to provide client with Internet Access from Core MPLS Infrastructure - Procured with MPLS Port & Access or MPLS Bundled Services - (MRC is Annual Subscription)" and added "Add-On Service to activate port/access gateway for Internet Access within Core MPLS Infrastructure - Procured with MPLS Port & Access or MPLS Bundled Services. Not available as a standalone dedicated internet access service" for items "1" to "23".
- Item 23, Bidder's Product Description, Restrictions and Limitations; Deleted "Installation of a Direct Internet Access Circuit, Validation of Carrier IP Addressing and Configuration, Confirmation of Traffic Transmittance across Circuit (if Procured after installation of MPLS) Not Applicable for Port Only SKU's" and added "Add-On Service to activate port/access gateway for Internet Access within Core MPLS Infrastructure - Procured with MPLS Port & Access or MPLS Bundled Services. Not available as a standalone dedicated internet access service.".
- Deleted "Network Assessments and Survey Services – Procured in conjunction with ALL MPLS Services – Professional Services Performed during Regular Hours 8:00 to 5:00 PST.";
- Deleted rows 24 – 31;
- Deleted "Network Services for Customer Owned Equipment - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 32 – 37;

- Deleted "NWN SD-WAN Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 38 – 46;
- Renumbered Items 47 – 51 to 24 – 28;
- Deleted rows 52 – 54;
- Renumbered Item 55 – 61 to 29 – 35;
- Deleted rows 62 – 67;
- Deleted "NWN DDoS Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services
- Deleted rows 68 – 91;
- Deleted "NWN Security "Firewall" Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 92 – 126;
- Deleted "NWN Security Services (Customer Owned Equipment) - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 127 – 150.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #3," 11/01/2020".

Category 20 – MPLS Data Network Catalog A, is hereby amended to include the following and is attached:

Page 2,

- Replaced "Addendum" with "Amendment";
- Deleted Items 1 and 5; and
- Added Item 3 with Amendment 3 Changes.

Page 3, Table of Contents; updated in its entirety.

Pages 14 – 15, Table 20.2.10 – Unsolicited MPLS Service and Features, changes made as follows:

- Deleted "Add-On Device to provide client with Internet Access from Core MPLS Infrastructure - Procured with MPLS Port & Access or MPLS Bundled Services - (MRC is Annual Subscription)" and added "Add-On

Service to activate port/access gateway for Internet Access within Core MPLS Infrastructure - Procured with MPLS Port & Access or MPLS Bundled Services. Not available as a standalone dedicated internet access service" for items "1" to "23";

- Items 1 – 23; Changed Non-Recurring Charge and Monthly Recurring Charge on all line items;
- Deleted "Network Assessments and Survey Services – Procured in conjunction with ALL MPLS Services – Professional Services Performed during Regular Hours 8:00 to 5:00 PST.";
- Deleted rows 24 – 31;
- Deleted "Network Services for Customer Owned Equipment - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 32 – 37;
- Deleted "NWN SD-WAN Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 38 – 46;
- Renumbered Items 47 – 51 to 24 – 28;
- Changed Non-Recurring Charge on line items 24 ($750" to $637.50) and 25 ($1,500.00 to $1,275.00);
- Changed Monthly Recurring Charge on line items 26 ($75.00 to $52.50) 27 ($122.50 to $85.75) and 28 ($280.00 to $196.00);
- Deleted rows 52 – 54;
- Renumbered Item 55 – 61 to 29 – 35;
- Changed Monthly Recurring Charge on line items 29 ($1,330.00 to $665.00), 30 ($1,680.00 to $840.00), 31 ($2,100.00 to $1,050.00) 32 ($3,325.00 to $1,662.50), 33 ($3,500.00 to $1,750.00) and 34 ($4,375.00 to $2,187.50); and
- Deleted rows 62 – 67;
- Deleted "NWN DDoS Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services Professional Services performed in Regular Hours 8:00 to 5:00";
- Deleted rows 68 – 91;

- Deleted "NWN Security "Firewall" Services (Customer Owned or as Part of MPLS Bundled Service) - Procured in conjunction with Port & Access or Bundled MPLS Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 92 – 126;
- Deleted "NWN Security Services (Customer Owned Equipment) - Professional Services performed during Regular Hours 8:00 to 5:00"; and
- Deleted rows 127 – 150.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #3, 11/01/2020"

Category 23 – Metropolitan Area Network Ethernet Statement of Work (SOW), Technical Requirements, is hereby amended to include the following and is attached:

Page 2

- Replaced "Addendum" with "Amendment";
- Deleted existing Items 2, 3 and 5; and
- Added Item 3 with Amendment 3 Changes.

Pages 3 - 4, Table of Contents; updated in its entirety.

Pages 32 - 34, Table 23.2.1.6.4 – Unsolicited MAE Service and Features, changes made as follows:

- Updated Bidder's CALNET Product Identifier for items "1" to "23".
- Item #23, Updated Bidders Product Description from "Installation of a Direct Internet Access Circuit, Validation of Carrier IP Addressing and Configuration, Confirmation of Traffic Transmittance across Circuit (if Procured after installation of MPLS) Not Applicable for Port Only SKU's" to "Add-On Service to activate port/access gateway for Internet Access within Coretro Ethernet Infrastructure. Not available as a standalone dedicated internet access service.";
- Deleted "Network Assessments and Survey Services - Procured in conjunction with All MAE Services - Professional Services Performed during Regular Hours 8:00 to 5:00 PST";
- Deleted rows 24 – 31;
- Deleted "Network Services for Customer Owned Equipment - Procured in conjunction with MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 32 – 37;

- Deleted "NWN SD-WAN Services Customer Owned procured in conjunction with MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 38 – 46;
- Renumbered Items 47 – 51 to 24 – 28;
- Deleted rows 52 – 54;
- Renumbered Item 55 – 61 to 29 – 35;
- Deleted rows 62 – 67;
- Deleted "NWN DDoS Services Customer Owned - Procured in conjunction with MAE Services - Professional Services performed in Regular Hours 8:00 to 5:00.";
- Deleted rows 68 – 91;
- Deleted "NWN Security "Firewall" Services Customer Owned - Procured in conjunction with MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 92 – 126;
- Deleted "NWN Security Services (Customer Owned Equipment) - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 127 – 150.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #3," 11/01/2020".

Category 23 – Metropolitan Area Network Ethernet Catalog A is hereby amended to include the following and is attached:

Page 2,

- Changed "Addendum" to "Amendment"; Changed "Revision" to "Amendment";
- Deleted Addendum 5 line; and
- Added Item 3, Amendment 3 changes.

Page 3, Table of Contents; updated in its entirety.

Pages 8 - 11, Table 23.2.1.6.4 – Unsolicited MAE Service and Features, changes made as follows:

- Changed "Add-On Device to provide client with Internet Access from Core MAE Infrastructure - Procured with MAE Section 23.2.1.6 Services - (MRC is Annual Subscription)" to " Add-On Service to activate port/access gateway for Internet Access within Core Metro Ethernet

infrastructure. Not available as a standalone dedicated internet access service" .

- Items #1 – Items #23, Updated Non-Recurring Charges and Monthly Recurring Charges to equal Cost Worksheet;
- Item #24-35, Updated Line Item #'s;
- Deleted "Network Assessments and Survey Services - Procured in conjunction with All MAE Services - Professional Services Performed during Regular Hours 8:00 to 5:00 PST";
- Deleted rows 24 – 31;
- Deleted "Network Services for Customer Owned Equipment - Procured in conjunction with Port & Access or Bundled MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 32 – 37;
- Deleted "NWN SD-WAN Services Customer Owned - Procured in conjunction with MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Delete rows 38 – 46;
- Renumber rows 47 – 51 to 24 – 28;
- Changed Non Recurring Charge for items 24 ($750.00 to $637.50) and 25 ($1,500.00 to $1,275.00);
- Deleted rows 52 – 54;
- Renumbered rows 55 – 61 to 29 – 35;
- Changed Monthly Recurring Charges for items 29 – 35;
- Deleted rows 62 – 67;
- Deleted "NWN DDoS Services Customer Owned - Procured in conjunction with MAE Services - Professional Services performed in Regular Hours 8:00 to 5:00";
- Deleted rows 68 – 91;
- Deleted "NWN Security "Firewall" Services Customer Owned - Procured in conjunction with MAE Services - Professional Services performed during Regular Hours 8:00 to 5:00";
- Deleted rows 92 – 126;
- Deleted "NWN Security Services (Customer Owned Equipment) - Professional Services performed during Regular Hours 8:00 to 5:00"; and
- Deleted rows 127 – 150.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #3, 11/01/2020"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.