

CONTRACT MODIFICATION

Modification No.: #2

Participating Addendum No.: F50B4400073
Utah Cooperative Contract No.: MA265

Public Cloud Hosting Services

Effective Date of
Modification: _____

7-15-15

Participating Addendum Date: March 10, 2014

THIS CONTRACT MODIFICATION (the "Modification") is made this 15 day of July, 2015 by and between **Day 1 Solutions, LLC**, a Virginia limited liability company with offices located at 1751 Pinnacle Dr., Suite 250 McLean, VA 22102 ("Day 1") and the **State of Maryland**, acting through the Maryland Department of Information Technology with offices located at 45 Calvert St., Annapolis, MD 21401 ("DoIT").

WHEREAS, under Modification No. 1 to Participating Addendum No. F50B4400073 ("Participating Addendum"), DoIT recognized Day 1 as the successor party to State of Utah – State Cooperative Contract Master Agreement 265 ("MA265") with the State of Utah, effective August 1, 2012, for the provision of public cloud hosting services;

WHEREAS, MA265's term was extended until July 31, 2017;

WHEREAS, DoIT and Day 1 seek to extend the term of this Participating Addendum to reflect that of MA265.

NOW THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the following terms and conditions are modified and the parties agree as follows:

1. As of the effective date of this Modification ("Effective Date"), the Parties agree to modify the Participating Addendum termination date from July 31, 2015 to the close of business on July 31, 2017.
2. All terms and conditions of the Participating Addendum shall remain in full force and effect, except as modified by this Modification.
3. This Modification shall be interpreted and the rights of the Parties construed in accordance with the laws of the State of Maryland, without giving effect to its choice of laws rules.
4. This Modification constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, with respect to the subject matter hereof.
5. No amendment of any provision of this Modification will be valid unless in writing and signed by all of the Parties.



6. The Parties agree at all times hereafter and at their own cost and expense to make, do and execute or cause to be made, done or executed all such acts, instruments, assurances and writings as may be reasonable to perform or give effect to this Modification.

WHEREFORE, the Parties have caused this Modification to be executed by their respective duly authorized officers, agents or officials.

Day 1 Solutions, LLC

By: 

Name: Jeffrey R. Popkin

Title: Vice President

Date: 7.15.15

State of Maryland, Department of Information Technology

By: 

Name: ALBERT G BULLOCK

Title: CHIEF OF STAFF

Date: 7/16/15

Approved as to form and legal sufficiency
this 15 day of July, 2015


Assistant Attorney General

