

**AMENDMENT #19 TO
CONTRACT NUMBER VA-171023-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 19 ("Amendment 19") by and between AT&T Mobility National Accounts LLC ("Supplier") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") is effective when signed by both Vita and Supplier (the "Amendment 19 Effective Date"). VITA and Supplier are, at times, referred to herein individually as a "Party" or together as the "Parties".

Section 1. Recitals.

1.1 Supplier and VITA entered into that certain Wireless Services and Equipment Contract No. VA-171023-ATM, dated November 13, 2017, as amended (the "Contract").

1.2 Supplier and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 19.

Section 2. Agreement. In consideration of the recitals set forth in §1 of Amendment 19 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 19. Unless otherwise defined, capitalized terms in this Amendment 19 have the meanings ascribed to them in the Contract.

Section 3. Satellite Solutions. VITA and Supplier agree that Supplier will provide VITA and its qualified users the FirstNet Satellite Solutions Service from AT&T ("Satellite Solutions") pursuant to the terms and conditions of the Contract, this Amendment 19, and the corresponding Sales Information for Satellite Solutions attached hereto and incorporated herein as Exhibit A (the "Sales Information"). Satellite Solutions (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of Contract. If there is any material conflict between the terms of the Sales Information and the terms of Amendment 19, then the terms of Amendment 19 take precedence.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 19, are hereby re-stated and ratified by Supplier and VITA. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed Amendment 19 as of the Amendment 19 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

**VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA**

BY:  _____

BY: _____

NAME: Mark Flister

NAME: _____

TITLE: Sr. Contract Manager

TITLE: _____

DATE: 10/4/2022

DATE: _____

EXHIBIT A

SATELLITE SOLUTIONS FROM AT&T SALES INFORMATION

[IMMEDIATELY FOLLOWS THIS PAGE]

COVERING THE LAST MILE

Providing reliable connectivity in areas typically considered inaccessible

Satellite Solutions give first responders access to reliable satellite voice & data network coverage with a wide range of satellite phones and terminals.



EXTENDED COVERAGE

- Provide voice and data connectivity to areas typically considered inaccessible or when a deployable is not available
- Supplement FirstNet network coverage – offering resiliency for exceptional times when the public safety infrastructure is unavailable
- Extend remote coverage in rural or wilderness areas where coverage does not exist or to augment congested networks

SATELLITE BENEFITS

- Solutions are rapidly deployable to any location
- Easy-to-learn and use – sets up quickly with minimal training
- Create a local Wi-Fi hotspot using Inmarsat Broadband Global Area Network (BGAN) terminal



SATELLITE PHONES

Clear, dependable, voice communications with robust satellite phones



SATELLITE HOTSPOTS AND SATELLITE INTERNET

Small, mobile data terminals for first-in teams

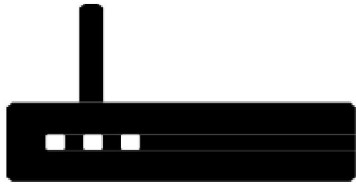


AFFORDABLE SERVICE PLANS

Various prepaid card service options

VEHICULAR NETWORK SYSTEM (VNS)

Vehicular Network Systems (VNS) are satellite communications solutions that combine LTE and satellite connectivity for use in vehicles to give them “go anywhere” connectivity.



In-Vehicle Router provides seamless wired and Wi-Fi connectivity within vehicle (purchased separately)



FirstNet Mobile-Pooled Plan for LTE/cellular connectivity (purchased separately)



VNS terminal and service bundle for satellite connectivity

VNS BENEFITS

- Hybrid solution: combines LTE connectivity within FirstNet network coverage areas with Satellite Service connectivity to supplement when and where needed
- Intelligent management: In-Vehicle Router (IVR) which allows the routing of voice and data traffic through the least expensive and more reliable connectivity (LTE or Satellite Service) depending upon location and circumstances
- Flexible service: choose between a bundle that includes a terminal with a Prepaid Rate Plan Card or a terminal with a 12 month Prepaid Period of Service Plan
- Compatible: supply your own IVR*, FirstNet Mobile Pooled plan, and LTE, Wi-Fi & GPS roof mount antenna** to use with the VNS bundle of your choice

*Many IVR manufacturers require an additional subscription to software as service at various terms and prices in order to use intelligent management capabilities. Consult your IVR manufacturer for details.

**Compatible IVR, FirstNet Mobile Pooled plan, and antenna not included in bundle.



VOICE AND DATA SATELLITE SOLUTIONS

Prepaid Rate Plans	Units/Min.	NRC	Compatible Terminal
Inmarsat IsatPhone Prepaid Cards	500 Units	\$439.00	Inmarsat IsatPhone 2
	2,500 Units	\$1,822.00	
Iridium Global Prepaid Cards	600 Minutes	\$768.00	Iridium Extreme 9575
	3,000 Minutes	\$2,915.00	
Iridium Go! Prepaid Cards	400 Minutes	\$470.00	Iridium Go!
	1,000 Minutes	\$729.00	
Inmarsat BGAN Prepaid Cards	500 Units	\$314.00	Cobham Explorer 323 Cobham Explorer 325 Cobham Explorer 510 Cobham Explorer 710 Cobham Explorer 727 Hughes 9211 Hughes 9202M Hughes 9450-c11 MCD-4800
	1,000 Units	\$624.00	
	2,500 Units	\$1,518.00	

* Service is provided through a card loaded with a Prepaid Rate Plan which must be activated and used within a determined period of time. Unused balances are forfeited. Additional Prepaid Rate Plans can be purchased once card is activated. All Prepaid Rate Plans require compatible equipment, sold separately. Additional taxes, fees and surcharges apply. See important information for details.

VNS BUNDLES AND SERVICE PLAN EXTENSIONS

VNS Bundle Type	VNS Bundles	NRC
Comms-on-the-Move	Includes BGAN Cobham Explorer 323 & 1,000 unit Prepaid Rate Plan Card	\$3,728.00
Comms-on-the-Move	Includes BGAN Cobham Explorer 325 & 1,000 unit Prepaid Rate Plan Card	\$6,986.00
Comms-on-the-Move	Includes BGAN Cobham Explorer 727 & 1,000 unit Prepaid Rate Plan Card	\$18,391.00
Comms-on-the-Halt	Includes BGAN Cobham Explorer 710 & 1,000 unit Prepaid Rate Plan Card	\$6,202.00
Comms-on-the-Halt	Includes Swarm 45GX with automatic pointing and 12 month unlimited Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$141,225.00
Comms-on-the-Halt	Includes Hornet 65GX with manual pointing and 12 month unlimited Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$70,090.00
Comms-on-the-Halt	Includes .75M Cobham T6075GX and 12-month unlimited Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$76,817.00
Comms-on-the-Pause	Includes vehicle mounted 1M Cobham Explorer 8100GX and 12 month unlimited Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$75,686.00

VNS Terminal	VNS GX Prepaid Period of Service Plan Extensions	NRC
Swarm 45GX	6 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$38,315.00
	12 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$63,857.00
Cobham T6075GX	6 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$23,900.00
	12 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$39,833.00
Hornet 65GX	6 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$25,241.00
	12 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$42,067.00
Cobham Explorer 8100GX	6 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$20,070.00
	12 month Prepaid Period of Service Plan - 512 kbps x 256 kbps GX service	\$33,449.00

Additional taxes, fees and surcharges apply. See important information for details.

IMPORTANT INFORMATION

Satellite Solutions: Eligibility: Available only to Public Safety Entities with a valid business or government agreement ("Agreement") that incorporates terms for FirstNet services and solely for use by Agency Paid Users. Satellite Solutions are subject to the terms of the Agreement. Discounts under the Agreement do not apply to the Satellite Solutions. Priority and preemption capabilities are not available with Satellite Solutions. **Requirements:** All Satellite Solutions require the purchase of designated equipment from AT&T and a compatible Prepaid Rate Plan or Prepaid Period of Service. **Satellite Service Provider:** Inmarsat Commercial Services, Inc. ("IC") and its subcontractors are providing the Satellite Solutions to AT&T for resale. IC and its suppliers are responsible for equipment kitting and configuration; satellite service set-up, delivery and provisioning; voice and data satellite communications ("Satellite Service"); certain aspects of customer care; and other service-related functions. AT&T as the party contracting with Customer is responsible for receiving and placing Customer orders, billing, and account issues.

Satellite Service: AT&T AND ITS SUPPLIERS ASSUME NO LIABILITY FOR, AND SPECIFICALLY DISCLAIM, ALL CLAIMS FOR DAMAGES ASSOCIATED WITH SERVICE OUTAGES.

Availability of Service; Service Limitations: Service is generally available to Customer's Agency Paid Users using designated equipment within the satellite footprint. Availability of Satellite Service, security, speed, accuracy quality of coverage, and access to services on the satellite network are not guaranteed. Satellite Services are subject to transmission, terrain, system, capacity and other limitations. AT&T wireless products and features, Optional Programs and Supplemental Services are not compatible with Satellite Service. **Use Location Requirements, Capacity and Latency:** Agency Paid Users must be located away from any large structures or trees and have an 80% view of the sky in order to use the Satellite Solutions. Satellite Service is not available indoors or in vehicles with a covered canopy/roof. Clouds or precipitation will generally not materially affect the Satellite Service, but buildings, terrain, foliage or other solid objects (including thick glass or wire mesh) may block direct line of sight to the satellite. Satellite Service is also subject to satellite capacity limitations, including but not limited to, satellite repairs and other maintenance activity. Satellite Service is subject to latency issues. **Telephone Numbers:** The Satellite Solutions require a separate telephone number for each piece of equipment. Customer has no property right in telephone numbers. **Data Transmission Use and Dropped Calls:** AT&T and its suppliers make no representation as to the success of data calls placed using the Satellite Solutions. All data call attempts, regardless of ultimate successful transmission and termination, are subject to applicable charges and no credits will be issued for dropped or uncompleted calls. Customer is also responsible for any data transmission at optimum speed, whether intended or not. **Domestic Use:** Satellite Service is limited to domestic use. **Limitation of Liability:** To the extent not otherwise disclaimed in the Agreement, Customer's sole remedy, for any claims related to service delays, degradation, outages or failures shall be a credit equal to a pro-rata adjustment of the cost of the Prepaid Rate Plan or Prepaid Period of Service Plan for the time period the service was unavailable during the applicable validity period, not to exceed ten percent (10%) of the cost of the Prepaid Rate Plan or Prepaid Period of Service Plan.

Equipment: Consists of terminals, phones and miscellaneous devices. Customers should contact their AT&T Sales team for information on currently available equipment. **Purchase:** Customer must buy qualified, compatible equipment from AT&T's direct sales channel; equipment is not available on web portals or AT&T retail locations. Customer provided equipment is not supported. AT&T reserves the right to add or delete available equipment without notice at any time. **Returns:** AT&T does not stock equipment for the Satellite Solutions and AT&T's standard equipment return processes and policies do not apply; contact an AT&T representative for information about equipment returns. **Customer Obligations:** Customer must ensure that all equipment is properly engaged and managed accordingly. Configuration and installation of hardware is the responsibility of Customer. Customer is solely responsible for installation, operation, quality of transmission, or maintenance of Customer's equipment. **No Warranty:** All software and equipment is provided to Customer on an "as is" basis. Neither AT&T nor IC nor their suppliers offer any warranties or representations regarding equipment. Any warranties and/or representations

are limited to those offered by the manufacturer of the equipment. All other warranties and representations are disclaimed pursuant to the terms of the Agreement and to the fullest extent permitted by law. **Professional Services:** Available at an additional charge and under a written agreement.

Prepaid Rate Plans: Customers purchase Voice and Data services by purchasing specific allotments of minutes or units on a prepaid basis ("Prepaid Rate Plans") through the use of a card on which the plan is loaded. Prepaid Rate Plans are not refundable. **Activation:** The card and Prepaid Rate Plans are activated prior to shipment. **Expiration:** Customer must use all allotments on Prepaid Rate Plans within a specific validity period. Validity periods vary by Prepaid Rate Plans; contact an AT&T representative for validity period information. If Customer does not use the entire allotment of a Prepaid Rate Plan within the validity period, balances on the Prepaid Rate Plan will expire and no refunds will be issued for any unused balances. **Available Prepaid Rate Plans:** Set forth above. Subject to change without notice. **Usage:** Each Prepaid Rate Plan has specific allotments for voice and/or data service. The allotments are denominated as "minutes" or "units". Customer's usage is decremented on a unit basis against Customer's remaining allotments at a rate determined by the type of service (e.g., fixed line, steaming IP, ISDN) used by the Customer. Contact an AT&T representative for details on usage for a particular Prepaid Rate Plan. **Zero Balances: Plans do not automatically renew.** In the event that there is a zero balance of minutes or units on Customer's plan, Customer will not be able to make any outgoing calls, except to add additional allotments to the Prepaid Rate Plan or to place an emergency call if the Prepaid Rate Plan validity period has not expired. Customer will still be able to receive calls, if the Prepaid Rate Plan validity period has not expired. **Additional Allotments:** Require purchase of an additional Prepaid Rate Plan on a currently active card. The new plan's allotment will be added to Customer's current plan balance. The expiry date of the additional allotments is the later of the end of the validity period for the additional allotment purchased or the end of the validity period for the initial Prepaid Rate Plan.

Vehicular Network System (VNS) Solutions: Provide Satellite Service and equipment for use with Customer-provided In-Vehicle Router (IVR), FirstNet Mobile Pooled plan, and LTE, Wi-Fi & GPS roof-mounted antenna. Not all IVRs supported; refer to Sales Information for supported IVRs. Solution availability may be limited or unavailable in the U.S Pacific Territories. **VNS Requirements:** Customer must purchase VNS-compatible Equipment and Satellite Service. **VNS Compatible Equipment:** Available VNS-compatible Equipment is as specified in the Sales Information and subject to Equipment terms (see above). **VNS Satellite Service:** Customer must purchase a compatible Prepaid Rate Plan (see above terms) or a VNS Prepaid Period of Service Plan. **VNS Prepaid Period of Service Plans:** Include unlimited use of GX Ka band service. Specific data rates for voice and/or data service vary by plan; see Sales Information for details. Additional terms and conditions may apply. VNS Prepaid Period of Service Plans are not refundable. Available VNS Prepaid Period of Service Plans subject to change without notice. **Activation:** VNS Prepaid Period of Service Plans are activated prior to shipment. **Expiration:** Customer must purchase a VNS Prepaid Period of Service Plan extension within a specific validity period. Validity periods for initial VNS Prepaid Period of Service Plans are valid for 12 months from the date of Activation. Plans do not automatically renew. In the event the VNS Prepaid Period of Service Plan validity period has expired, Customer will not be able to make any outgoing calls or to place an emergency call. **VNS Prepaid Period of Service Plan Extension:** Additional service beyond the initial 12 months requires a purchase of a VNS Prepaid Period of Service Plan extension 30 days prior to the validity expiration date of the initial plan and the plan extension begins on the day after the expiry date of the prior plan and continues until the end of the extension period.

Customer Support: AT&T FirstNet Customer help desk will provide Tier 1 support and assist with all billing charges reflected on the FirstNet bill. AT&T will transfer all other inquiries to IC's Inmarsat Network Operations Center (NOC) for resolution. The IC NOC is available 24x7x365. The NOC is responsible to support and resolve all Satellite Service related inquiries. Equipment and Prepaid Rate Plan purchases are subject to AT&T's direct sales channel's policies and procedures and are subject to change.