

**MODIFICATION # 15**  
**TO**  
**CONTRACT NUMBER VA-171023-CELL**  
**BETWEEN**  
**THE COMMONWEALTH OF VIRGINIA**  
**AND**  
**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This MODIFICATION No. 15 is an agreement between the Virginia Information Technologies Agency (“VITA”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (hereinafter referred to as “**Supplier**” or “**Verizon Wireless**”). Once executed by both parties, this Modification is hereby incorporated into and made part of Contract VA-171023-CELL (the “**Contract**”).

**1. Reference Exhibit A – Service Fees**

**a. Add the following plans and Features:**

**5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector\***

This plan is not eligible for monthly access fee discounts.

<b>Monthly Access Fee</b>	<b>\$45.00</b>
<b>5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)<sup>1</sup></b>	100 Mbps
<b>5G Ultra Wideband (C-Band) Domestic Data Allowance</b>	Unlimited
<b>Service Rate Plan #</b>	53974

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). These price plans are restricted to the Verizon Wireless 5G Ultra Wideband ® network and 4G network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. Verizon’s 4G LTE network is a separate network from Verizon’s 5G Ultra Wideband network. \*This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer’s account representative to determine if a Customer-provided router is compatible. <sup>1</sup>Speeds represent the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to Verizon’s 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless’s sole discretion, has an adverse impact on its network, operations or customers.

## 4G FWA Backup Mobile Broadband Share Plan

This plan is not eligible for monthly access fee discounts.

<b>Monthly Access Fee</b>	\$20.00
<b>Domestic Data Allowance</b>	2 GB
<b>Domestic Data Allowance Overage</b>	\$10.00 per GB
<b>Rate Plan #</b>	52913

**Note:** This plan is intended for business use only. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB.

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

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**b. Revise the following plans and features**

### Custom 4G Mobile Broadband: Commonwealth of Virginia Subscribers Only For Internet browsing, email, or Intranet access.

This plan is NOT eligible for monthly access fee discounts

Monthly Access Fee	\$37.99
Data Allowance	Unlimited
Rate Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)	95431
Rate Plan # (Most Routers and Permitted Stationary Devices)	53927

**Notes:** Current coverage details information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Streaming video is NOT permitted on this plan. Lines activating on this plan must be on 5G Nationwide or 4G LTE mobile broadband data devices.

\*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold.

## Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

<b>Monthly Access Fee</b>	<b>\$37.99</b>
<b>Domestic Data Allowance<sup>(1)</sup></b>	Unlimited
Rate Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)	20312
Rate Plan # (Most Routers and Permitted Stationary Devices)	53913
<p><b>Notes:</b> Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming or long distance charges. Only 5G Nationwide and 4G LTE devices can be activated on this plan.</p> <p><sup>(1)</sup>Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon time when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile and fixed device applications. Dedicated streaming internet connections, streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
612910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 921110 Executive Offices 485112 Commuter Rail Systems	922190 Other Justice, Public Order, and Safety Activities 923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 Am. Indian and Alaska Native Tribal Govts 922190 Other General Government Support 485111 Mixed Mode Transit Systems (Rail & Buses)



The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-171023-CELL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CELLCO PARTNERSHIP D/B/A  
VERIZON WIRELESS

BY:  \_\_\_\_\_

NAME: Clifton Miller Jr.

TITLE: Director – Contract Management

DATE: 3/31/2023 | 11:04 AM PDT

COMMONWEALTH OF VIRGINIA,  
VIRGINIA INFORMATION TECHNOLOGIES  
AGENCY

BY:  \_\_\_\_\_

NAME: JB Edmonds

TITLE: Telecommunications Mgr - SCM

DATE: 5/12/2023