

**MODIFICATION #1
TO
CONTRACT NUMBER VA-191201-BCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
BRIGHTSTAR COMMUNICATIONS INC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency), and Brightstar. Communications Inc, hereinafter referred to as “Contractor,” relating to the modification of Contract VA-191201-BCI as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-191201-BCI..

1. The Parties agree to replace the Fiber to the Premise pricing in Exhibit A with the following:

Description	Tier	Installation	Monthly Re- curring Charge (No Term)	1yr Term	Connection Speed
Fiber to the Premise	1	\$1,000	\$385.00		10 Mbps
Fiber to the Premise	2	\$1,000	\$585.00		10 Mbps
Fiber to the Premise	3	\$1,000	\$950.00		10 Mbps
Fiber to the Premise	4	\$1,000	\$1,076.00	\$650.00	20 Mbps
Fiber to the Premise	5	\$1,000	\$1,292.00	\$970.00	40 Mbps
Fiber to the Premise	6	\$1,000	\$1,660.00		100 Mbps
Fiber to the Premise	7	\$1,000	\$1,990.00		200 Mbps
Fiber to the Premise	8	\$1,000	\$2,650.00		400 Mbps
Fiber to the Premise	9	\$1,000	\$2,850.00		600 Mbps
Fiber to the Premise	10	\$1,000	\$3,200.00		800 Mbps
Fiber to the Premise	11	\$1,000	\$3,500.00		1,000 Mbps
Fiber to the Premise	12	\$1,000	\$4,550.00		2,000 Mbps
Fiber to the Premise	13	\$1,000	\$6,550.00		4,000 Mbps
Fiber to the Premise	14	\$1,000	\$7,550.00		6,000 Mbps
Fiber to the Premise	15	\$1,000	\$7,550.00		8,000 Mbps
Fiber to the Premise	16	\$1,000	\$9,550.00		10,000 Mbps
Fiber to the Premise	17	NA	NA		20,000Mbps
Fiber to the Premise	18	NA	NA		40,000 Mbps
Fiber to the Premise	19	NA	NA		60,000 Mbps
Fiber to the Premise	20	NA	NA		80,000 Mbps
Fiber to the Premise	21	NA	NA		100,000 Mbps

- Pricing will replace existing pricing for all New and Existing customers.
- The 1yr Term pricing is per month pricing for a 12-month Term. At the end of the first 12-month period (Term), the Customer can continue at the same rate; however, the customer can cancel service with 90-day notice.

- The Customer may upgrade to service to a higher Tier of service during the first year, at the prevailing Month-to-Month or 1yr rate (MRC), with the written permission of the Supplier.
2. The Parties agree to replace the existing Exhibit E with the attached Exhibit E entitled **“EXHIBIT E – AGENCIES AND INDIVIDUALS AUTHORIZED TO ORDER SERVICES”**.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-191201-BCI and cannot be modified, except by a 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.

BRIGHTSTAR COMMUNICATIONS INC

BY: Randall Rhine

NAME: Randall W Rhine

TITLE: COO

DATE: 01/10/2023

**VIRGINIA INFORMATION TECHNOLOGY
AGENCY**

On Behalf of

THE COMMONWEALTH OF VIRGINIA

BY: 

NAME: JB Edmonds

TITLE: Telecommunication Mgr - SCM

DATE: 1/11/2023

EXHIBIT E

AGENCIES AND INDIVIDUALS AUTHORIZED TO ORDER SERVICES

The following Individuals or entities are authorized by VITA to order services under this contact:

- The Supreme Court of Virginia
- The Virginia Community Colleges Systems Offices
- Linda Brown – VITA
- Margaret Moran – VITA

The Supplier shall not accept orders for services from organizations or individuals other than those listed above. The Supreme Court and Virginia Community Colleges may use the Commonwealth's eVA ordering portal and may be “Direct Billed” for their services. All other orders must come directly from VITA on a Telecommunications Work Order (Exhibit C). Any orders submitted through eVA or directly from a customer in the form of a Purchase Order, except as above, must be returned, and the ordering officer informed of the correct ordering procedures outlined in this contract. In the event the Supplier acts on an invalid order, they shall assist the customer to correct the order within 30 days of discovery of the mistake.

Any Authorized User who participates in the eRate Program may apply to VITA to be “Direct Billed” by the Supplier. Orders must however be submitted through the VITA Ordering Portal in accordance with VITA’s ordering procedures for Telecommunications services. The Supplier will be notified of any “Direct Bill” approvals and orders for the services will clearly indicate the “Bill To” address.

The Supplier is responsible for ensuring all orders are processed in accordance the established procedures.