

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-191201-MST  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
EXPEDITION COMMUNICATIONS LLC**

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

1. The Parties agree to **Delete** DirectTV offerings from the Contract and the Supplier shall no longer offer those services to new Customers. The Supplier shall continue to honor properly placed orders received prior to the execution of this Modification.
2. The Parties agree to the following changes to Exhibit A (Pricing).

**ADD** the following rate plans

Description	Installation	Activation Fee	Monthly Service Fee	Data Cap	Additional Days	Data Overage
3Mbps 10-Day Plan	None	\$150	\$294.00	3GB	\$59/Day	\$0.15/MB
5Mbps 10-Day Plan	None	\$150	\$392.00	3GB	\$69/Day	\$0.15/MB

- Services are Month-to-Month, invoiced to VITA monthly and cancellable with 30 days’ notice of the next billing cycle. Services continue until cancelled by VITA in writing.
- The 10-Day rate plans are compatible with Ku-Band Satellite transceivers with a dish size of One (1) meter or greater.
- Mbps refers to “megabits” per second. “MB” refers to Megabytes of Data and “GB” refers to Gigabytes of Data.
- The “Data Allocation” or “Data Cap” is the amount of Data contracted for under the plan.
- 3Mbps plan has a minimum download speed of 3Mbps and a minimum upload speed of 1Mbps.
- 5Mbps plan has a minimum download speed of 5Mbps and minimum upload speed of 2Mbps.
- The customer is responsible for the purchase and installation of equipment. Terminal ID, serial numbers and/or IMEI numbers must be provided to activate service.
- An activation fee applies for each plan. If a plan is deactivated or discontinued, a new service activation fee will apply to reestablish service.
- There are no additional fees other than FUSF (if applicable)

### First Responder Data Plans

Description	Data Allocation	Pooled	Download Speed	Upload Speed	Cost
40GB KA Prepaid	40GB	No	18Mbps	5Mbps	\$3,915.00
40GB KU-Prepaid	40GB	No	10Mbps	3Mbps	\$9,495.00
250GB KA Prepaid	250GB	No	18Mbps	5Mbps	\$11,265.00
500GB KA Prepaid	500GB	No	18Mbps	5Mbps	\$17,295.00
1TB KA Prepaid	1TB	Yes	18Mbps	5Mbps	\$28,219.00
2TB KA Prepaid	2TB	Yes	18Mbps	5Mbps	\$50,759.00
4TB KA Prepaid	4TB	Yes	18Mbps	5Mbps	\$83,295.00

- The First Responder Data Plans provide for purchase of Pre-Paid KA-Band and KU-Band Satellite service.
  - The First Responder plans are compatible with FirstNet CRD's.
  - The above plans provide for Priority Satellite Service for First Responders.
  - The "Data Allocation" or "Data Cap" is the amount of Data contracted for under the plan.
  - Once purchased, the customer has 12-months to utilize the plan's Data Allocation, from the time the Supplier acknowledges the order or the Supplier notifies the Subscriber that service is available for use, whichever is later.
  - The Subscriber may cancel service within the first 30 days, beginning with the first day of service availability. If canceled the Subscriber shall be liable for Installation charges and the percentage of subscribed Data Allocation used (utilized data divided by plan data Allocation). After 30 days, the remainder of the Prepaid plan is not cancellable and service must continue to be available until the Data Allocation is utilized or the one year expires, whichever occurs sooner. In the event that the Supplier cannot fulfill the service commitment in for either time or data allotment, The Commonwealth is entitled to a pro-rated refund, based on the amount of data used vs Data Allocation.
  - The customer is responsible for the purchase and installation of any required equipment.
  - VITA will indicate on each order for Pooled Service, the Mobile Terminal ID, MAC Address and the Pool identifier.
  - First Responders are identified as organizations that can document that they would qualify for either FirstNet or Verizon Wireless Frontline.
3. All orders for Contract services, with the exception of repair services, shall follow the processes stated in Section 8 of the Contract.
  4. All requests for repair services shall be ordered by, and invoiced directly to, the end-user customer at the stated contract rates. All other services shall be invoiced as provided for in Section 9 of the Contract. Repair parts, if necessary, shall be provided and billed to the customer.
  5. Requests for non-contract services to be added to the contract shall be directed to VITA at [SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov).
  6. 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-MST 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.**

**EXPEDITION COMMUNICATIONS LLC**

BY: Liz Ingle

NAME: Liz Ingle

TITLE: Liz Ingle, VP Sales & Marketing

DATE: 3/27/23

**VIRGINIA INFORMATION TECHNOLOGY AGENCY**

**On Behalf of**

**THE COMMONWEALTH OF VIRGINIA**

BY: JB Edmonds

NAME: JB Edmonds

TITLE: Telecommunications Mgr - SCM

DATE: 3/30/2023

## **EXHIBIT E**

### **AGENCIES AND INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

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

- Linda Brown – VITA
- Margaret Moran – VITA

The Supplier shall not accept orders for services from organizations or individuals other than those listed above. All orders, with the exception of requests for service calls, must come directly from VITA. Any orders submitted through eVA, or on an Agency Purchase Order, except orders to cover repair services, 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.

### **DIRECT BILL CUSTOMERS**

Any Authorized User who participates in the E-Rate Program may apply to VITA to be “Direct Billed” by the Supplier. Orders will still come from VITA and must 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. All other Invoices shall be submitted to VITA directly for payment

All services supplied to any Direct Bill (or E-Rate) customer must be at the Contract pricing. (see Section 18, sub-Section S entitled “Most Favored Customer”)

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