

**MODIFICATION #4
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 the **Replace** the “First Responder Data Plans” in Exhibit A (Pricing) with the following.

First Responder Data Plans

Description	Data Allocation	Pooled	Download Speed	Upload Speed	Cost
50GB KA Prepaid	50GB	No	18Mbps	5Mbps	\$2,935.10
50GB KU-Prepaid	50GB	No	10Mbps	3Mbps	\$7,835.10
125GB KA Prepaid	125GB	No	18Mbps	5Mbps	\$6,071.10
250GB KA Prepaid	250GB	No	18Mbps	5Mbps	\$9,795.10
500GB KA Prepaid	500GB	Yes	18Mbps	5Mbps	\$14,695.10
1TB KA Prepaid	1TB	Yes	18Mbps	5Mbps	\$24,005.10
2TB KA Prepaid	2TB	Yes	18Mbps	5Mbps	\$43,605.10
4TB KA Prepaid	4TB	Yes	18Mbps	5Mbps	\$79,395.10

- 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.

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, VP Sales & Marketing

TITLE: _____

DATE: 10/4/23

**VIRGINIA INFORMATION TECHNOLOGY
AGENCY**

On Behalf of

THE COMMONWEALTH OF VIRGINIA

BY: 

NAME: JB Edmonds

TITLE: MGR, Telecommunications - SCM

DATE: 10/4/23