

**MODIFICATION NO. 01**  
**TO**  
**CONTRACT NUMBER VA-240110-ICOM**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**ICOM AMERICA, INC.**

This Modification No. 01 (“**Modification**”) 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 **Icom America, Inc.** (“**Supplier**”), to modify and amend Contract No. **VA-240110-ICOM** (“**Contract**”) in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a “**Party**” and, collectively, the “**Parties**”), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated 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 agree to amend the Contract as follows:

**1. Negotiated Price Adjustment and Price Hold:**

Notwithstanding anything to the contrary in the Contract, VITA and Supplier acknowledge that the Parties have negotiated a one-time price adjustment based on the impact of new component costs/production costs and freight costs. Effective upon execution of this Modification, Supplier is authorized to increase the pricing in Exhibit B by **no more than ten percent (10%)** across affected Products.

In consideration of VITA’s agreement to this one-time increase, Supplier agrees that no further price increases of any kind (including but not limited to tariff-based adjustments, annual adjustments, or market-based increases) may be requested by Supplier or applied prior to **January 1, 2028**. Supplier further agrees that all pricing established by this Modification shall remain firm and unchanged until that date.

All other pricing provisions of the Contract remain in full force and effect following the conclusion of the price-hold period.

**2. Revised Exhibit-B Pricing**

Exhibit B is hereby replaced in its entirety with the updated pricing submitted by Supplier and approved by VITA as part of this Modification. The revised Exhibit B incorporates the one-time negotiated price adjustment of up to ten percent (10%) as authorized under this Modification.

For the avoidance of doubt, the annual pricing adjustment mechanism described in Contract Section 28.A, “Fees and Charges”, shall not apply until **January 1, 2028**, and no additional increases of any kind may be requested or applied before that date.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

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

ICOM AMERICA, INC.

VITA, on behalf of the  
COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Jim Backeland

NAME: Larry White

TITLE: President

TITLE: Category Manager – IT Hardware  
& Public Safety

DATE: 12/9/2025

DATE: 13DEC2025