

## **ARLINGTON COUNTY, VIRGINIA**

# AGREEMENT NO. 19-230-R AMENDMENT NUMBER 1

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 19-230-R ("Main Agreement") dated June 25, 2019 between Cellco Partnership dba Verizon Wireless ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. PARAGRAPH 1. CONTRACT DOCUMENT, EXHIBIT A: FAIRFAX COUNTY CONTRACT NUMBER IS CHANGED FROM #4400006679 TO #4400012508.
- 2. PURSUANT TO PARAGRAPH 2. CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2024 TO JUNE 30, 2025.
- 3. PARAGRAPH 17. NOTICES: Contact Information for the Contractor is updated with the following:

Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas 8th Floor New York, NY 10036 Attn: Todd Loccisano

Email: todd.loccisano@one.verizon.com

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

Docusigned by:
Sy Gyddw
27EC198F4A6D475

SIGNATURE:

TREESESSEL

NAME:	Sy Gezachew	NAME:	Clif Miller
TITLE:_	PROCUREMENT OFFICER	TITLE: _	Sr. Director
DATE:	6/27/2024	DATE:	6/27/2024



Financial Services Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, VA 22042

#### **AMENDMENT NO. 13**

05/29/2024

**CONTRACT TITLE:** Wireless Digital Voice & Data Services

CONTRACTOR
Cellco Partnership
dba Verizon Wireless
10170 Junction Dr.
Annapolis Junction, MD 20701

**SUPPLIER ID** 1000011529

**CONTRACT NO.** 4400006679

By mutual agreement, Contract 4400006679 is revised with the following:

- 1. Renew the contract for one (1) year effective July 1, 2024 through June 30, 2025. This is the fourth renewal option of five.
- 2. Update the vendor information per the table below:

From	То
Contract number: 4400006679	Contract number: 4400012508
Supplier number: 1000011529	Supplier number: 1000007231
Cellco Partnership	Cellco Partnership
dba Verizon Wireless	dba Verizon Wireless
10170 Junction Dr.	1095 Avenue of the Americas 8 <sup>th</sup> Floor
Annapolis Junction, MD 20701	New York, NY 10036

- 3. Update the services as listed below and per Attachment 1:
  - a. Additions:
    - Name ID Features
    - Call Filter/Call Filter Plus
    - Group First Response
    - Custom 4G Wireless Home Phone for Government Voice Plan
    - Wireless Network Performance
    - eFax Corporate
    - 4G FWA Backup Mobile Broadband Share Plan
    - LTE Business Internet 10 Mbps Speed Tier Mobile Broadband Plans
    - LTE Business Internet 50 Mbps Speed Tier Mobile Broadband
    - Verizon Mobile for Microsoft Teams
    - Connected Solution Group LLC Potsolve by CSG
    - VZ MDM Implementation Services
    - 5G UWB Government Unlimited Jetpack/MiFi Data Device Plan
    - Government 5G UWB Unlimited Tablet Plan
    - Government 5G UWB Unlimited Connected Laptop Plan
    - Government 5G UWB Mobile Broadband Tablet Share Plan
    - Custom Public Safety 4G LTE/5G UWB Mobile Primary Access Plan
    - Verizon Device Protection Options

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### b. Replacements:

- Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders
- Intrepid Networks: Government Subscribers and Terms & Conditions
- IBM® MaaS360® Enterprise Mobility Management (EMM)
- MobileIron [Acquired by Ivanti] Secure Unified Endpoint Management (UEM) with Direct Support Bundles
- Absolute Netmotion
- Enterprise Messaging Service for Public Safety
- Verizon MDM

#### c. Removals:

- Critical Asset Tracking
- Canvas
- Bluejeans
- Verizon Secure Cloud Gateway

All other prices, terms and conditions remain unchanged.

## ACCEPTANCE:

Clifton Miller (May 1, 2024 15:53 EDT)	Sr. Director Contract Management
Signature	Title
Clifton Miller	05/01/2024
Printed Name	Date Docusigned by:  Michelle Pratt
	Michelle R. Pratt Director

MRP/rt

## DISTRIBUTION:

Contractor - desiree.bullock@verizonwireless.com FCPS IT - Jean Welsh, Melissa York FCPS - Risk Management - Certificates@fcps.edu Contract 4400006679 Amendment 13 Page 3 of 80

## **ATTACHMENT 1: Price Plans and Features**

#### a. Additions:

Name ID Features		
The features below reflect the monthly access charge discount. No additional discounts apply		
Feature	Monthly Access	
Share Name ID	\$0.00	
Company Name ID	\$1.99 per line	

**Note:** Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

## **Company Name ID**

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The Logo display service is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

### **Share Name ID**

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- Users must be subscribed to the My Business portal to use this feature.

Call Filter This feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee <sup>1</sup>	\$0.00

**Notes:** Additional feature information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. <sup>1</sup>This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. \* Once enabled all lines have the ability to access call filter. \*\* 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.

	Call Filter Plus		
This feature is NOT eligible for monthly access fee discounts.		OT eligible for monthly access fee discounts.	
	Monthly Access Fee <sup>1</sup>	\$0.75 (87867)	
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**Notes:** Additional feature information can be found at www.verizonwireless.com. 1This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. \* Once enabled all lines have the ability to access call filter.

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# Call Filter Service Attachment to Verizon Wireless Agreement

**Note:** <sup>1</sup>A profile is defined as a customer's overarching account of record under which Customer may have multiple billing accounts This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

- 1. Call Filter Service Overview. Verizon Wireless's Call Filter Service allows Customer to manage its calls (the "Service").
- 2. Call Filter and Call Filter Plus Service Description. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <a href="https://www.verizonwireless.com/solutions-and-services/call-filter/">https://www.verizonwireless.com/solutions-and-services/call-filter/</a>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.
- 3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
- 4. Spam Protection and the Call Filter Application. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.
- 5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
- 6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
- 7. Data Charges. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan.

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The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.

- 8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <a href="http://www.verizon.com/about/privacy/">http://www.verizon.com/about/privacy/</a>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
- 9. Licenses and Restrictions. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
- 10. Restrictions on Use. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.
- 11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
- 12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
- 13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department 1320 North Courthouse Road, Floor 9 Arlington, Virginia 22201, U.S.A. Fax 703.351.3669 Email DMCA@verizon.com

**NOTE**: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;
- 2. Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;

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- Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
- 5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

- 14. Open Source and Third Party Licenses. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:
  - https://realm.io/legal/developer-license-terms/
  - https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE
  - https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE\_txt.html#//apple\_ref/doc/uid/DT S40007797-LICENSE\_txt-DontLinkElementID\_8
  - https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE\_txt.html#//apple\_ref/doc/uid/DTS40 007324-LICENSE\_txt-DontLinkElementID\_3
  - https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE
  - https://github.com/scalessec/Toast/blob/master/license
  - http://www.apache.org/licenses/LICENSE-2.0
  - https://Mozilla.org/MPL/2.0/
  - https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt
  - https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf
- 15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.
- 16. DISCLAIMER OF WARRANTIES. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.
- 17. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

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## 18. [Reserved]

- 19. Export Control. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
- 20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

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Group First Response provides the next tier, in terms of Push To Talk features. Specifically, it allows fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for National Security, Public Safety, and First Responders Government Subscribers Only			
Features are NOT eligible for monthly access discounts.			
Description Feature Code Monthly Access Fee			
^Group First Response <sup>1</sup> 87781 \$23.75			
Push to Talk Plus Video <sup>1, 2</sup>	87787	\$20.00	

**Note:** Group First Response features work with 5G Nationwide<sup>®</sup> network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide<sup>®</sup> network is a separate network from Verizon's 5G Ultra-Wideband network.

<sup>1</sup>Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.

<sup>2</sup>Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plus Video bolt-on feature.

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

\*\*Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

(formerly SIC) codes.	
National Security/ First Responders / Public Safety	928110 National Security
485111 Mixed Mode Transit Systems (Rail & Buses)	926120 Regulation and Administration of Transportation
485112 Commuter Rail Systems	Programs
621910 Ambulance Services	926150 Regulation, Licensing, and Inspection of
• 922110 Courts	Commercial Sectors
922120 Police Protection	<ul> <li>926130 Regulation and Administration of Comms, Electric,</li> </ul>
922130 Legal Counsel and Prosecution	Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal
922150 Parole Offices and Probation Offices	Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	• 921110 Executive Offices
923120 Administration of Public Health Programs	

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Group First Response for Non Public Safety Customers			
Features are NOT eligible for monthly access discounts.			
Description Feature Code Monthly Access Fee			
^Group First Response <sup>1</sup>	89355	\$30.00	
Push to Talk Plus Video <sup>1, 2</sup>	87787	\$20.00	

**Note:** Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

<sup>1</sup>Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.

<sup>2</sup>Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

\*\*Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to the below NAICS codes.

ater	

924110 Water Infrastructure

221320 Sewage Treatment Facilities

221310 Water Supply and Irrigation Systems

## **Transportation**

482111 Railway Transportation

481111 Passenger Air Transportation

481112 Freight Air Transportation

483111 Shipping Transportation

491110 Postal Service

#### Information Technology

541512 Computer Integration

541519 Computer Disaster Recovery

#### Chemical

561612 Protective Services

541330, 541690 Chemical Engineering and

#### Consulting

239210 Pharmaceutical

## Communications

517110 Telecommunications, Wired

517212 Cellular and other Wireless

#### **Telecommunications**

238210, 334290 and 561620 Alarm Systems

#### **Critical Manufacturing**

237310 Highway, Street and Bridge Construction

811310 Industry Equipment Repair

236210 Industrial Building Construction

211113 Extraction;

236220 Construction Management

#### Energy

333611 Wind Turbine

221111 Hydroelectric Power Generation

221122 Electric Power Distribution

221118 Other Electric Power Generation

221210 Natural Gas Distribution

221113 Nuclear Electric Power Generation

562211 Hazardous Waste Treatment and Disposal

#### **Healthcare and Public Health**

621112 Health Care Practitioners

923120 Public Health Programs

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	Government Subscribers Only		
	bundles are NOT eligible for a monthly access disc		
Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	\$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	\$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	\$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	\$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	\$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	\$230.00
PTT Cross Carrier Group Advance LMR Video	PTT_CC_GROUP_ADV_LMR_VIDEO	Monthly	\$35
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	\$29
PTT Cross Carrier Group Command LMR //ideo	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	\$41
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	\$35
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	\$31
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	\$25
PTT Tablet Group Advance LMR Video	PTT TABLET GROUP ADV LMR VIDEO	Monthly	\$35
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	\$29
PTT Tablet Group Command LMR Video	PTT TABLET GROUP CMD LMR VIDEO	Monthly	\$41
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	\$35
PTT Tablet LMR Video	PTT TABLET LMR VIDEO	Monthly	\$31
PTT Tablet Video	PTT TABLET VIDEO	Monthly	\$25
PTT Dispatch Group First Response	DISP PTT GFR	Monthly	\$300
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	\$306
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GFR	Monthly	\$506
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	\$500

**Note:** All Licenses must have a Group First Response compatible device with an active Push to Talk Plus and MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.

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Custom 4G Wireless Home Phone for Government Voice Plan¹ Government Subscribers Only This plan is NOT eligible for monthly access fee discounts		
Monthly Access Fee \$20.00 (93792)		
Monthly Anytime Minutes	Unlimited	

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G LTE network, and the 3G/3G Extended networks, while available. 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 charges or long distance charges. Activation on this plan requires a separate billing account. Activations on the plan are limited to no more than 9 lines per account. This is not a Home Phone service. This service is generally utilized to replace POTS lines

<sup>1</sup>Lines activated on this plan must be on a 4G Wireless Home Phone approved voice-only device. Lines activated on this plan cannot be used outside the United States. Data usage is not available with devices on this plan.

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#### Verizon Wireless Network Performance Service Addendum

- 1. Service Description. Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.
- 2. Service Features. The Service includes basic and premium features. Premium can be added for an additional fee.
- **2.1. Basic features**. Basic features include the following:
  - **2.1.1** Ticket Tracking. Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
  - 2.1.2 Unplanned Events. Near real-time network events displayed on a map, hover over to get more details.
  - **2.1.3 Planned Maintenance**. Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
  - 2.1.4 Data Usage. Shows the enterprise level data usage for the time period of the 15th to the 14th of each month.
  - **2.1.5 Device Models**. Bar chart for the top 10 devices used by the enterprise customer.
  - **2.1.6 Static Coverage Map.** Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.
  - 2.2 Premium features. Premium features include all of the basic features in addition to the following:
    - **2.3 Experience**. Single device's overall performance, score trend and anomaly devices. Users can access decision tree to see components making up the score.
    - 2.4 Site Proximity. Shows the azimuth and approximate distance for the nearest servicing nodes
    - 2.5 Near-Real Time LTE coverage. Provides map of LTE network coverage, updated about every 15 minutes.
    - 2.6 Device Location. Shows the general location (within 1000 meters) of connected 3G and 4G devices
    - **2.7 Connected Devices**. Number of devices connected to the network in the last one hour.
    - **2.8 Weather Overlays**. Provides weather overlays, including radar from last 2 hours.
    - 2.9 Custom map Analytics. Check network and device analytics in a selected custom service area (Network Event Analytics and Impacted devices).
    - **2.10 Service Notifications**. Virtualized self-portal for setting up custom alert on different features.
    - **2.11 Service Diagnostics Tool**. Device level troubleshooting reports.
- 3. Service Limitations. The coverage maps depicted are not a guarantee of coverage and may contain areas with no service. These maps reflect a general depiction of predicted and approximate wireless coverage of the Verizon Wireless Network and the networks of other carriers. Even within a coverage area, there are many factors, including a customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers whose coverage depiction is based on their information and public sources, and we cannot ensure its accuracy. Although some alerts displayed on this service may generally impact your coverage area, your wireless service may not be affected. Some alerts reflect scheduled maintenance and have no impact on services. Your authorized contact will receive notifications regarding potential outage impacts.

#### 4. Customer Obligations.

- 4.1 Customer should use the user's guide before contacting Verizon Wireless for support. The user's guide contains many helpful tools and can be accessed by clicking on the question mark icon in the upper right corner of the tool.
- 4.2 Customer must provide its users access to the Wireless Network Performance tool through My Business. Customer acknowledges and agrees that the provision of such access to individual users will allow such users to have access to the Device Location feature, if Customer selects the Premium option. Customer shall be solely responsible for any use by its users of that Device Location functionality, including, but not limited to, providing any training that may be required regarding the appropriate business use of such functionality and ensuring compliance with the terms of section 6 below.
- 5. Fees. Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle. Customer acknowledges that in the event of such an upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of active Devices that are on the same profile/Company ID and billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be

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reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

- 6. Privacy; Notice and Consent. "Mobile Device" (means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers) that Customer provides to its End Users with Verizon Wireless MTNs. "End User" means any person (e.g., employee, contractor) to whom Customer has provided a Mobile Device and whose Location Information can be viewed by Customer using the Wireless Network Performance Service. "Location Information" means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's Verizon Wireless account.
  - 6.1. Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information. Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.
  - 6.2. **Revocation of Consent**. As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn
  - 6.3. **Use and Storage of Location Information**. Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.
  - 6.4. **Privacy and Safeguard Considerations**. Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.
  - 6.5. **Record Retention**. Customer must maintain records of any notice, consent and revocation for as long as the Wireless Network Performance Services are in use, plus an additional five (5) years. VZW can request this information at any time and it shall be provided to VZW within seven (7) business days of request.
- 7. **Customer Representations and Warranties.** Customer understands and agrees that Customer and any Customer agents and representatives may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of the Service. In addition and supplemental to Customer's compliance with laws and obligations under the Agreement, the Service must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location-Based Services.

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# Exhibit A Wireless Network Performance Fees

Wireless Network Performance (WNP) is a self-serve portal that allows a customer quick, convenient access to network and device analytics. The tool allows a customer to better manage devices, track usage, be notified of outages and use the best information available to make long-term plans or develop on-the-fly contingency plans.

	The licenses are not eligible for further monthly access discounts.						
	i ne licen	ses are not eligible	for further monthly	y access discour	its.		
Description	SKU Name	Perpetual Plan ID	Monthly Plan ID	Tiers	Monthly Cost	Annual Cost	
WNP-BASIC-GOV	WNP-BASIC-GOV	709053	709052	1-499	\$ 7.70	\$ 88.55	
				500 – 999	\$ 11.55	\$ 123.20	
				1,000 – 4,999	\$ 19.25	\$ 207.90	
				5,000 -9,999	\$ 38.50	\$ 415.80	
				10,000 – 99,999	\$ \$57.75	\$ 616.00	
				100K -5M	\$ 77.00	\$ 770.00	
WNP-PREMIUM-	WNP-PREMIUM-	709103	709102	1-499	\$ 77.00	\$ 770.00	
GOV	GOV			500 – 999	\$ 385.00	\$ 4,158.00	
				1,000 – 4,999	\$ 770.00	\$ 8,316.00	
				5,000 -9,999	\$ 1,925.00	\$20,790.00	
				10,000 – 99,999	\$ 3,850.00	\$41,580.00	
				100K -5M	\$ 7,700.00	\$80,850.00	

**Note:** Verizon's Wireless Network Performance (WNP) is a central portal that will provide two broadband capabilities that can be leveraged:

- Analytics
- Mapping

Customers will be able to access WNP through My Business after purchase and must be subscribed to the MyBiz portal to use these licenses. Customer's Tier is determined by the number of active lines in service at the time of purchase. See your account representative for additional information.

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## eFax Corporate

The pricing below reflects the monthly access fee discount. No further discounts apply.

eFax Corporate® is the world's leading cloud fax solution, providing state-of-the-art Digital Cloud Fax Technology (DCFT) to customers seeking an internet-based alternative to traditional paper-based fax machines.

SKU#	Description	Monthly Cost	Annual Cost
GOV_SELECT	Provides up to 2 fax numbers and up to 200 pages.	\$7.99 (730005)	\$86.29 (730004)
GOV_STANDARD	Up to 5 fax numbers and up to 500 pages.	\$17.99 (729957)	\$194.29 (729956)
GOV_PRO	Up to 10 fax numbers and up to 1000 pages per month	\$35.99 (729953)	\$388.29 (729952)
EFAX_OVERAGE	Overage charges for exceeding fax sent/received page allowance per month	Overage (730053)	\$0.10 per page

**Note:** Customers must have an active email address to initiate service and receive eFax welcome email. eFax page allowance is per page (sent/received). Multiple licenses and stacking are permitted. eFax licenses on the same account will share page allowances. The eFax application may be used from any internet connection. eFax is compatible with One Talk service and connected multifunction printers with the eFax application eFax licenses are for a 12 month term, no proration. Faxing to International phone numbers is not currently available. Government customers must use the eFax numbers provided by Verizon to receive onshore eFax support (833) 753-2563. Please also refer to the terms of service and privacy statement provided at the links below for additional governing terms.

## **Terms of Service**

https://enterprise.efax.com/company/customer-agreement

**Privacy Statement** 

https://enterprise.efax.com/company/privacy-policy

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4G FWA Backup Mobile Broadband Share Plan This plan is not eligible for monthly access fee discounts.				
Monthly Access Fee \$20.00				
Domestic Data Allowance	2 GB			
Domestic Data Allowance Overage	\$10.00 per GB			
Rate Plan #	52913			

**Note:** This plan is intended for business use only. Current coverage details and additional plan information can be found at <a href="https://www.verizonwireless.com">www.verizonwireless.com</a>. 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.

72007

LTE Business Internet 10 Mbps Speed Tier Mobile Broadband Plans*						
These plans are eligible for monthly access fee discounts.						
Monthly Access Fee <sup>1</sup>	\$70.00	\$90.00	\$140.00	\$190.00		
Speed Tier Limit (Up to) <sup>2</sup>	10 Mbps	10 Mbps	10 Mbps	10 Mbps		
Data Deprioritization Threshold <sup>3</sup>	25 GB	50 GB	100 GB	150 GB		
Data Throughput Limit Threshold <sup>4</sup>	50 GB	100 GB	200 GB	300 GB		
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps		

**Notes:** Current coverage details and additional plan information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. \*These plans are for mobile broadband service, and only available to select Customer-provided data routers. The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

<sup>1</sup>The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle.

<sup>2</sup>Speeds represent the maximum speed but may be lower in the event of network congestion.

<sup>3</sup>After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

<sup>4</sup>If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed.

Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.20 per message charge for messages sent or received.

These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

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LTE Business Internet 50 Mbps Speed Tier Mobile Broadband Plans*							
These plans are eligible for monthly access fee discounts.							
Monthly Access Fee <sup>1</sup>	\$80.00	\$100.00	\$150.00	\$200.00			
Speed Tier Limit (Up to) <sup>2</sup>	50 Mbps	50 Mbps	50 Mbps	50 Mbps			
Data Deprioritization Threshold <sup>3</sup>	25 GB	50 GB	100 GB	150 GB			
Data Throughput Limit Threshold⁴	50 GB	100 GB	200 GB	300 GB			
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps			

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com.

These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. \*These plans are for mobile broadband service, and only available to select Customer-provided data routers. The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

<sup>1</sup>The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle.

<sup>2</sup>Speeds represent the maximum speed but may be lower in the event of network congestion.

<sup>3</sup>After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

<sup>4</sup>If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed.

Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls

Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.20 per message charge for messages sent or received.

These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

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Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams. The wireless feature, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless Telephone number into the cloud calling and team collaboration solution offered by Microsoft. Once connected, you are able to use your wireless numbers to receive inbound and make outbound calls directly through your Enterprise Microsoft Teams instance for treatment and management.

Verizon Mobile for Microsoft Teams Government Subscribers Only					
Features are NO	Features are NOT eligible for monthly access discounts.				
Description Feature Code Monthly Service Fee					
Verizon Mobile for MS Teams GOVT	89561	\$4.00			

Note: Verizon Mobile for Teams feature works with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones**.

https://www.verizon.com/support/verizon-mobile-for-ms-teams-legal/

\*\*\*\*Disclaimer: Customers should be aware of the following service limitations:

Emergency 911 Calls. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. \*Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations. \*

**Voice Mail Removal and Retention**. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer's responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

**Wireless Priority Service**. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

**Vendor Privacy.** Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

#### Availability:

This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

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## Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls though the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.

Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "Agreement") between you as our Customer ("you") and Verizon Wireless ("Verizon", "VZW", "we" or "us") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

- 1. **Customer Agreement**. Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.
- 2. **Term**. Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month-to-month basis. You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.
- 3. How the Service Works. For the Service to work, you must select the lines on your companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.
  - 4. Verizon Mobile for Microsoft Teams Management and Support

**Verizon Management.** Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.

**Microsoft Management.** Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

## 5. Feature Responsibilities

Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

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Feature	Verizon	Microsoft Teams
7 digit dialing		Х
10 digit dialing	Х	Х
911 Call Delivery	Х	
911 Location Configuration		Х
Alternate Numbers with Distinctive Ring		Х
Anonymous Call Rejection		Х
Auto Receptionist		Х
Barge-In Exempt		Х
Busy Lamp Field (Monitoring)		Х
Call Forwarding Always		Х
Call Forwarding Busy		Х
Call Forwarding No Answer		Х
Call Forwarding Selective		Х
Call Forwarding When Not Reachable (Business Continuity)		Х
Call History		Х
Call Hold and Resume		Х
Call Intercept		Х
Call Logs with Click to Dial		Х
Call Notify		Х
Call Queue Agent		Х
Call Recording		Х
Call Redial		Х
Call Return		Х
Call Transfer		Х
Call Waiting (for up to 4 calls)	Х	
Call Waiting ID	Х	
Connected Line ID Restriction		Х
Directed Call Pickup		Х

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Directed Call Pickup with Barge In		Х
Do Not Disturb		Χ
Enterprise Phone Directory		Χ
Executive/Executive Assistant		Χ
Extension Dialing, Variable Length		Х
Feature Access Codes / Star Codes		Х
File Transfer		Х
Hoteling		Х
Hoteling Guest		Х
Hunt Group		Х
Inbound Caller ID Number*	Х	
Inbound Caller ID Name*	Х	
Inbound Fax to Call		Х
Multiple Line Appearance		Х
Native Dialer call routing	Х	
N-Way Calling		Х
Offnet call delivery	Х	
Outbound Caller ID Blocking		Х
Outbound Caller ID Name*	Х	
Outbound Caller ID Number*		Х
Personal Phone Directory		Х
Priority Alert		Х
Privacy		Х
RTT/TTY	Х	
Selective Call Acceptance		Х
Selective Call Rejection		Х
Sequential Ring		Х
Shared Call Appearance		Х
Share Name ID	Х	

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Simultaneous Ring		Х
SMS/MMS/RCS	Х	
Speed Dial 100		Х
User Web Portal		Х
Video (Point to Point)		Х
Visual Voicemail		Х
Voicemail		Х
VZW VoLTE call delivery	Х	

<sup>• &</sup>quot;x" defines responsible party

#### **Key Definitions**

- \*Inbound Caller ID Number This is supported and displayed as received by Verizon.
- \*Inbound Caller ID Name Receipt of Inbound CNAM is dependent on the wireless subscriber's active subscription to the *Premium Caller ID Calling Name* service offered by Verizon.
- \*Outbound Caller ID Number Supported through Microsoft Teams Caller ID Policy Settings.

#### 6. Charges

Charge Initiation. For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

**Charge Termination.** Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.

**General.** Charges for international use may apply according to your Verizon Wireless calling plan. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

# 7. Emergency 911 Calls

**Description.** 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.

**Microsoft Configuration.** It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.

**Data or Wi-Fi Origination.** When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.

<sup>\*</sup>Outbound Caller ID Name – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

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**Emergency Calling Testing.** Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

**End User Notification.** You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

**8. Privacy**. We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

**Vendor Privacy.** Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

**9. Confidentiality**. You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

## 10. Third Party Products

**General.** If you use any third party products or applications with Verizon Mobile for Microsoft Teams, you authorize us to share information with third parties, including Microsoft, that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

**Disclaimer.** With respect to all third party products and applications, you agree that: (1) we disclaim all warranties, express or implied, (2) we are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for you and your end user's use of such products and applications.

#### 11. Service Limitations

**Services Compatibility**. The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.

(x)11 Services. Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.

**Dial Plan Conflicts.** Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified

Short Dial. Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.

**Voice Mail Removal and Retention.** Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

**Wireless Priority Service.** Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.

**Network Performance Dependency**. Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non-Verizon owned data networks for app or IP phone connectivity.

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Domestic (US Based) Data Handling Dependency. You must address directly with Microsoft Teams their handling of your data.

12. Important Service Disclosures. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE THAT YOU AND YOUR END USERS WILL USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

**13. Service.** We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and obtaining available patches to address security, interoperability and/or performance issues.

Disclaimer of Warranty. THE SERVICE AND THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU OR YOUR END USERS DOWNLOAD THE MICROSOFT TEAMS MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOU OR YOUR END USERS USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

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Connected Solution Group - PotSolve by CSG - Enables retention of existing POTS applications through a box that converts analog connections to digital.

#### Connected Solution Group LLC PotSolve by CSG **Government Customers Only** These products do not qualify for any discounts. Monthly Charges Software Licenses SKU NAME **SKU ID** SKU Description Plan Nonrecurring Monthly ID (NRC) Recurring (MRC) N/A POTSOLVE LIFE POTSOLVE LS LINE Managed service: 36-749502 \$25.00 month software (remotely AND SAFETY IPaccessed) for M2M CONVERTED connectivity (life & safety) LINE service over IP (as converted from TDM) as a POTS replacement. A software-driven dialing system that is fully compliant with PCI, HIPAA, FCC, NFPA, and UL regulations. Virtual Line of Service utilizes a specialized Analog Telephone Adapter (ATA), physically mounted at the customer's premise and equipped with a battery backup system and an LTE router for guaranteed uptime. Designed to address the unique communication requirements of organizations relying on life safety systems, such as fire alarms, elevators, security systems, and emergency call boxes. Service connects to your infrastructure via an RJ21X connector and a 66-telco block. POTSOLVE POTSOLVE ANALOG LINE Managed service: 36-749452 N/A \$25.00 ANALOG IPmonth software (remotely CONVERTED accessed) for M2M connectivity (non-life & LINE safety) service over IP (as converted from TDM) as a POTS replacement. A software-driven dialing system that is fully compliant with PCI, HIPAA, FCC, NFPA, and UL regulations. Virtual Line of Service utilizes

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		Analog Telephone Adapter			
		(ATA) physically mounted			
		at the customer's premise			
		with wireless router for			
		basic telecommunication			
		requirements such as			
		phones, printers, gate			
		entry systems, door			
		buzzers, fax machines and			
		overhead PA systems.			
		Service connects to your			
		infrastructure via an			
		RJ21X connector and a			
		66-telco block.			
STANDARD	POTSOLVE_INSTALL	Under the standard	751952	\$299.00	N/A
INSTALL	FOIGOLVE_INSTALL	installation process for the	131932	φ299.00	IN/A
INSTALL					
		POTSolve system, the site			
		point of contact (POC) is			
		asked to contact their			
		monitoring service to place			
		fire and security panels			
		into test mode for at least			
		four hours when life safety			
		lines are involved. The			
		POTSolve enclosure and			
		66-block are then			
		mounted, by CSG			
		Technicians, the system is			
		powered up, and internet			
		connectivity is confirmed.			
		Two speed tests are			
		performed and			
		documented, and the			
		ATAs are verified to be			
		online. Test calls are			
		made from the 66-block			
		for all provisioned lines			
		before crossconnects are			
		started, and the site POC			
		confirms that fire and			
		security panels are in test			
		mode. Cross- connect			
		wiring is removed from the			
		existing demarc punch			
		down, and connections			
		are made to the POTSolve			
		66-block for each			
		provisioned line. Each line			
		is tested as close to the			
		device as possible, and if			
		no access is available,			
		testing is conducted at the			
		POTSolve 66- block. The			
,		customer may need to			
		contact their vendor to test			
		from fire and security			

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		panels. Post-install,			
		photos are taken of the			
		installed POTSolve			
		enclosure, the 66-block,			
		and the interior of the			
		enclosure. Limited to 2			
		hours.			
SITE SURVEY	POTSOLVE_SITE_SURVEY	POTSolve site survey, by	776202	\$299.00	N/A
		CSG technicians, is On-			
		Site Support (OSS), of the installation process			
		includes identifying the			
		installation area, which			
		requires a 2ft by 2ft			
		backboard space in the			
		demarcation area, and			
		verifying the AC power			
		outlet within 5ft of the			
		install area. OSS also			
		ensures the verification of			
		the Verizon LTE signal			
		and, if the signal is below			
		acceptable levels, the			
		identification and			
		documentation of the best pathway and mounting			
		area for an external			
		antenna. Existing lines			
		being replaced by			
		POTSolve in the demarc			
		area are traced and			
		tagged, and if there are			
		multiple demarcs, the			
		corresponding lines for			
		each demarc are			
		identified. OSS checks for an active LAN connection			
		within 10ft of the install			
		area for life safety lines			
		and verifies that all			
		devices moving to			
		POTSolve are functioning			
		correctly. Post-install,			
		photos are taken of the			
		end devices, the entire			
		room where the demarc is			
		located, demarc punch			
		down fields, proposed backboard space, closest			
		power outlet in relation to			
		the install area, and the			
		closest active LAN			
		connection when life			
		safety lines are involved.			

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NONGTANDADD	NON STANDARD INSTALL PROSUES		754050	<b>A75.00</b>	<b>.</b>
NONSTANDARD	NON_STANDARD_INSTALL_PROSVCS	A complex installation of	751953	\$75.00	N/A
INSTALL PRO		the POTSolve system by			
SERVICES		CSG Technicians, is			
		characterized by multiple			
		demarcation points in			
		different areas of the			
		property, shared lines that			
		use fire, security, and			
		elevator lines to connect			
		other devices such as fax			
		machines, credit card			
		machines, and postage			
		machines. Additionally,			
		complex installations			
		involve undocumented or			
		untagged existing lines			
		being replaced by			
		POTSolve and situations			
		where the LTE signal is			
		below acceptable levels at			
		the proposed installation			
		area, typically near the			
		demarcation location.			
POTSOLVE	POTSOLVE MS	The POTSolve Managed	776253	N/A	\$30.00
MANAGED	· • · • · • · · · · · · · · · · · · · ·	Service SKU provides			Ψσσ.σσ
SERVICE		customers with essential			
OLIVIOL		services to ensure their			
		POTSolve system is			
		operating efficiently and			
		effectively. This SKU			
		includes: *Active Remote			
		Monitoring: Continuous			
		monitoring of the			
		POTSolve system to			
		detect and address any			
		issues promptly. *Text			
		Alert Service: Customers			
		will receive text			
		notifications in case of			
		connectivity issues at a			
		specific location.			
		*Unlimited LTE Truck			
		Rolls: In the event of LTE			
		connectivity issues, CSG			
		technicians will be			
		available for on-site			
		assistance without any			
		limitation on the number of			
		truck rolls. *Two Annual			
		Truck Rolls: Customers			
		are provided with two truck			
		rolls per year from CSG			
		technicians for network			
		reconfiguration, in case			
		the location's			
		technicians for network reconfiguration, in case			
1		l (1) - 1 C 3			

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*Tier 3 Support Concierge Service: Access to our expert support team for assistance with any technical issues or questions. *Priority Scheduling for Future- Proofing Network Design: Customers will receive priority scheduling for 5G upgrade coordination, ensuring their network remains up-to-date and	
efficient.	

**Notes:** Connected Solutions Group (CSG) requires customers to use a 4G FWA POTS Backup Plan \$15 1GB (57484) for POTS Lines to support the application connectivity and a router device.

Connected Solutions Group (CSG) activation requirements (Sold Separately)

- 1. Monthly Services
- a. 4G FWA POTS Backup Plan \$15 1GB (57484)
  - b. Life and/or Safety Lines (Software License)
- 2. Installation
- a. Site Survey prior to ordering is highly recommended
- b. Standard or non-standard Install
- c. Requires a Statement of Work before order placement
- 3. Hardware
- a. POTSolve box (Router Device)

Licenses are billed monthly for a period of up to 36-months and cannot be prorated.

**Subject to Connected Solutions Group General Terms and Conditions** 

Onetime Charges					
POTSOLVE LIFE &	PS_LS_HW_IBR200	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE	N/A	\$199.00	N/A
SAFETY HARDWARE		ROUTER (IBR200), BATTERY, WIRING, AND			
IBR200		ENCLOSURE			
POTSOLVE LIFE &	PS_LS_HW_IBR650	UPFRONT PAYMENT FOR 4-PORT or 8 -PORT ATA,	N/A	\$199.00	N/A
SAFETY HARDWRE		LTE ROUTER (IBR650), BATTERY, WIRING, AND			
IBR650		ENCLOSURE			
POTSOLVE LIFE &	PS_LS_HW_BR1	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE	N/A	\$199.00	N/A
SAFETY HARDWARE		ROUTER (MAX BR1 MINI), BATTERY, WIRING, AND			
IBR1 MINI		ENCLOSURE			
POTSOLVE LIFE &	PS_LS_HW_IR302	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE	N/A	\$199.00	N/A
SAFETY HARDWARE		ROUTER (INHAND IR302), BATTERY, WIRING, AND			
IR302		ENCLOSURE			
POTSOLVE LIFE &	PS_LS_HW_IR615	UPFRONT PAYMENT FOR 4-PORT or 8 -PORT ATA,	N/A	\$199.00	N/A
SAFETY HARDWARE		LTE ROUTER (INHAND615), BATTERY, WIRING, AND			
IR615		ENCLOSURE			
POTSOLVE SINGLE	PS_2PORT_ATA	UPFRONT PAYMENT FOR STANDALONE ATA	N/A	\$199.00	N/A
ANALOG LINE					
HARDWARE					
POTSOLVE MULTI-LINE	PS_4PORT_ATA	UPFRONT PAYMENT FOR ADDITIONAL ATA ON	N/A	\$249.00	N/A
ANALOG LINE		OPPORTUNITIES OF 9 OR MORE LINES PER			
HARDWARE		ENCLOSURE, OR 3-4 STANDALONE ANALOG LINES			

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#### **CSG POTSolve Terms & Conditions**

These Terms and Conditions ("Terms") describe, and govern the acceptance and use of, the POTS replacement services provided by Connected Solutions Group, LLC ("CSG") set forth below by your Organization ("You" or "Customer"). By completing the ordering process for the Services, Customer agrees to these Terms.

1. Services. CSG will provide certain POTS replacement services ("Services") to Customer.

#### 2. Use of Services.

- 2.1. Acceptable Use Policy. Customer shall not use the Services: (a) for any unlawful or immoral purpose; (b) to reverse engineer, copy, decompile, disassemble, circumvent, or violate the integrity of any aspect of the Services; or (c) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services.
- 2.2. User Portal. In order for Customer to gain full access to our Services, Customer may be required to access an online user portal. This user portal may collect certain Customer information (such as IP address) or place a cookie on Customer devices for Service-related purposes, such as recognizing Customer when Customer accesses the portal.

#### 3. Suspension and Termination.

- 3.1. Notwithstanding anything to the contrary contained herein, CSG may suspend or terminate the Services, and Customer's account access, if: (a) Customer materially breaches these Terms, including any obligations under the Acceptable Use Policy; or (b) CSG deems necessary to protect the Services.
- 3.2. Under no circumstances will CSG be liable to Customer by reason of the suspension or termination of the Services in accordance with these Terms for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (i) indirect or consequential damages, (ii) loss of prospective compensation or earnings, (iii) goodwill or loss thereof, or (iv) expenditures, investments, or any type of commitment made in connection with the business of Customer or in reliance on the existence of these Terms.
- **4. Representations**. Customer represents to CSG that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.
- **5. Intellectual Property.** As between CSG and Customer, CSG shall own and retain all rights, title and interests in and to the Services and any derivative works (collectively, "CSG IP"). Customer acknowledges that it has no right or interest in the CSG IP (except as expressly permitted by these Terms).
- **6. DISCLAIMER OF WARRANTY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CSG MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CONDITION OR QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS, CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE OR USE OR NON- INFRINGEMENT, AND EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION, WARRANTIES AND GUARANTEES WITH RESPECT TO THE SERVICES.
- 7. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, CSG AND ANY AUTHORIZED RESELLER OF THE SERVICES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY CUSTOMER RELATED TO OR ARISING OUT OF THE SERVICES AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF CSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT WILL CSG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE APPLICABLE CLAIM ARISING. IN NO EVENT WILL CSG OR ANY AUTHORIZED RESELLER OF THE SERVICES BE LIABLE, IN ANY WAY, FOR A SERVICE FAILURE, OR LACK OF SERVICE, IN ANY OF THE FOLLOWING SITUATIONS: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. EACH AND EVERY PROVISION OF THESE TERMS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION.

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- **8. 911 Terms and Conditions.** The Services are provided subject to the terms and conditions set forth in the Appendix to these Terms.
- 9. General Provisions.
- 9.1. Severability. Each provision of these Terms will be valid and enforceable to the fullest extent permitted by law. If any provision of these Terms Is found, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected by such invalidity or unenforceability.
- 9.2. Survival. Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.

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#### **APPENDIX**

# 911 Terms and Conditions

- 1. 911 Terms and Conditions. CSG provides its 911 Services (defined below) subject to the terms and conditions set forth below (the "911 Terms").
- 1.1. Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:
- 1.1.1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.
- 1.1.2. "911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.
- 1.1.3. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) 911 Users who principally utilize such services at such 911 User's residence and occasionally at other locations; (b) 911 Users that are enterprises that use either an on-site or PBX during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which (c) and/or (d), below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations, do not constitute "Approved Uses"; (c) 911 Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) 911 Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."
- 1.1.4. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the 911 User's telephone number or emergency address information unless the 911 User provides such information verbally during the emergency call.
- 1.1.5. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
- 1.1.6. "911 User" means the individual placing a 911 Call from a 911 User's TTN (defined below).
- 1.1.7. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
- 1.1.8. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
- 1.1.9. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
- 1.1.10. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.

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- 1.1.11. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
- 1.1.12. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
- 1.1.13. "Subscriber" means an end user or telephone device assigned a DID.
- 1.1.14. "Trunk Number" or "TTN" means a United States or Canada telephone number bought by the Customer and assigned to a trunk for use with CSG's elastic SIP trunking service.
- 1.1.15. "VoIP" means Voice over Internet Protocol.
- 1.2. Service Description and Use of Service.
- 1.2.1. E911 Services. With E911, when a Customer places a 911 Call, such call will typically be routed to the local PSAP that covers Customer's REA. In limited circumstances, as further described below, the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA. Customer understands that Customer, and not CSG, must properly provision elastic SIP trunking origination services for each trunk associated with each of their TTNs in order for an emergency operator to receive the associated TTN and Customer's REA.
- 1.2.2. Basic 911. With Basic 911, when a Customer places a 911 Call, this call is always sent to the local PSAP serving the Customer's physical location. 911 professionals answering 911 Calls from Customer will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain Customer's assigned TTN or REA. Accordingly, Customer must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the Customer is unable to speak, then the 911 professional will not be able to call the Customer back or dispatch emergency assistance to the Customer's physical location. As additional local PSAPs are able to answer E911 calls, CSG may upgrade Customer from Basic 911 to E911 service. CSG is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.
- 1.2.3. PSAP Service. Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for the 911 User's name, telephone number, and location, and then transfer the 911 User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the 911 User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the 911 User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the 911 User must provide this information to the 911 professional. Other reasons that a 911 User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.
- 1.3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize CSG's E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.
- 1.4. Customer will not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.
- 1.5. Customer acknowledges and agrees that CSG can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by 911 Users successfully registered in CSG's database will be routed using the ten-digit outbound trunks or a 911 professional.
- 1.6. Customer will provide CSG with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the 911 User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for Customer located in a multi-floor building, Customer must include a floor or suite number as part of the REA. CSG AND ITS AUTHORIZED

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RESELLERS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS INFORMATION UPDATED. Customer will provide a TTN with Customer call presented to CSG for processing. CSG will have no obligation to provide 911 Services with respect to any Customer call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by CSG to provide 911 Services under such circumstances.

- 1.7. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, CSG will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and CSG reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service. Customer agrees not to move any equipment associated with the 911 Services and acknowledges that any such movement could impact 911 Services functionality and/or the ability to determine the location of the equipment. CSG and its authorized resellers disclaim all liability arising out of any movement of the equipment by Customer.
- 1.8. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the 911 Term (as defined in below) and will notify CSG if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of CSG.
- 1.9. Equipment; Connection; Customer's Responsibilities. CSG will not provide any equipment or any electronic tools, except as may be expressly agreed to and set forth in writing. Customer must connect to CSG's network in a manner and at locations determined by CSG. If Customer elects to self-install, Customer will, at Customer's sole cost and liability as between Customer and CSG, be solely responsible for installing any and all equipment, software and the like necessary for Customer to use the 911 Services.
- 1.10. Charges and Rates. If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").
- 1.11. Term. The term of these 911 Terms shall be the same as the period during which the CSG is providing the Services (the "911 Term").
- 1.12. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CSG'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE CSG EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN IN ACCORDANCE WITH THE CUSTOMER DOCUMENTATION
- 1.13. CUSTOMER ACKNOWLEDGES THAT THERE ARE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE 911 USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CSG RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.
- 1.14. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER.
- 1.15. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER CSG, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, MEMBERS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE

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FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER.

- 1.16. Limitation of Liability.
- 1.16.1. Customer agrees that CSG and its authorized resellers, and their respective directors, officers, members, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or 911 Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that CSG remains liable for any gross negligence or willful misconduct by CSG, its directors, members, officers, shareholders, employees, and agents.
- 1.16.2. In no event will the liability of CSG and its authorized resellers, to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total amount paid by Customer during the twelve (12) month period preceding the first incident out of which the liability arose. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of their essential purpose. Customer further acknowledges, understands and agrees that CSG has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.

4G FWA POTS Backup Plan \$15 1GB This plan is not eligible for monthly access fee discounts.			
Monthly Access Fee \$15.00			
Domestic Data Allowance	1 GB		
Domestic Data Allowance Overage	\$10.00 per GB		
Plan #	57484		

**Note:** This plan is intended for business use only. Current coverage details and additional plan information can be found at <a href="https://www.verizonwireless.com">www.verizonwireless.com</a>. 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 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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MarketSpark					
	These SKU's Do Not qualify for additional discounts				
One Time Charges – Installation and Professional Services					
SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
MktSpk- Standard - Install 770512	STANDINST	Standard Installation provides 90 minutes of on-site technician time required to mount the hardware and establish connectivity at the location of service.	One Time Charge	N/A	\$420.00
MktSpk – Self Install 770559	SELFINST	Self Install Remote Support provides 90 minutes of remote installation support service during business hours for customers electing to self-install MarketSpark equipment at their designated locations.	One Time Charge	N/A	\$157.50
MktSpk – SiteSurvey – On Site (Optional) 770409	SSURVEY	This service is for 90 minutes of on-site, site survey pre-work that is not included as part of the core installation service	One Time Charge	N/A	\$420.00
MktSpk –Custom Inside Wiring Service – On Site (Optional) 770508	CINWIRE	This service is for hourly, on-site, inside wiring work requested by the customer which is not included as part of the core installation service. Inside wiring work includes, but is not limited to, time required by a technician to survey and prepare a location for installation of connectivity solutions delivered by MarketSpark.	One Time Charge	N/A	\$157.50
Monthly Charges -Co	nverted Lines Li	censes			
SKU Name / Plan ID	SKU	Description	Frequency	Tier Pricing	Price
Voice IP – Converted Line	VLINE	36-month software license (remotely accessed) for	Monthly	1 – 499 Lines 500 –	\$35.00 \$34.00
770510		voice connectivity (non-Life & Safety) service over IP (as converted from TDM) as a POTS replacement.	Monthly	999 Lines >1, 000 Lines	\$33.00
Specialty IP – Converted Line 770410	SLINE	36-month software license (remotely accessed) for M2M connectivity (Life & Safety) service over IP (as converted from TDM) as a POTS replacement. Examples include fire panels, burglar alarms, fax machines, point-of-sales appliances, modems, call	Monthly	1 – 499 Lines 500 – 999 Lines >1, 000	\$42.00 \$40.00 \$39.00
		boxes, and SCADA-enabled systems.		Lines	φ39.00
Monthly Charges – M	laintenance Licer	ises			
SKU Name / Plan ID	sku	Description	Frequency	Quantity	Price
MktSpk – M1 Maint 770509	M1MAINT	MarketSpark Command Center Software License for right to use the M1 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	\$6.04
MktSpk – MaintenanceM2 4-8 Line 770408	M2MAINT48	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This	Monthly	1	\$9.96

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MarketSpark					
		software license also includes all firmware/software			
		upgrades during the term of the contract.			
MktSpk – MaintenanceM2-12- 16LINE 770558	M2MAINT1216	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	\$19.25
MktSpk-Voicemail (Optional) 770459	VMAIL	The voicemail feature is a cloud-based solution that allows users to create standardized outgoing messages and record responses from inbound callers.	Monthly	1	\$14.00
MktSpk-Auto Attendant/IVR (Optional) 770511		The Auto Attendant feature is a cloud-based solution that answers callers with a pre-recorded greeting and then prompts the caller with a list of interactive options. Multiple Auto Attendants can be stored in the system and programmed to answer at different times such as work hours, after hours, or holidays.	Monthly	1	\$14.00

**Notes:** MarketSpark requires customers to use a 4G FWA POTS Backup Plan \$15 1GB (57484) for POTS Lines to support the application connectivity and a router device.

MarketSpark activation requirements (Sold Separately)

- 1. Monthly Services
- a. 4G FWA POTS Backup Plan \$15 1GB (57484)
- b. 1 IP-Converted Line License
- c. Maintenance License
- 2. Installation
- a. Site Survey prior to ordering is highly recommended
- b. Standard or Remote Install
- c. Requires a Statement of Work before order placement
- 3. Hardware
- a. MarketSpark Pots Replacement box (Router Device)

\*Licenses are billed monthly for up to 36-months and may be prorated at activation

**Subject to MarketSpark General Terms and Conditions** 

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MarketSpark					
These hardware and accessory Sku's Do Not qualify for additional discounts  One Time Charges – Hardware					
SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
M1 Wireless POTS HW for Voice and Data Solution – 4 line	M10004	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (4-Port), Battery, Antenna	One Time Charge	N/A	\$897.51
M1 Wireless POTS HW for Voice and Data Solution – 8 line	M10008	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (8-Port), Battery, Antenna	One Time Charge	N/A	\$952.91
M2+ Wireless POTS HW for Life Safety Solution – 4 line	M20400	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (4-Port), Battery, Antenna	One Time Charge	N/A	\$1,306.46
M2+ Wireless POTS HW for Life Safety Solution - 8 line	M20800	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (8-Port), Battery, Antenna	One Time Charge	N/A	\$1,736.70
M2+ Wireless POTS HW for Life Safety Solution - 12 line	M21200	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (12-Port), Battery, Antenna	One Time Charge	N/A	\$2,073.75
M2+ Wireless POTS HW for Life Safety Solution - 16 line	M21600	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (16-Port), Battery, Antenna	One Time Charge	N/A	\$2,483.25
Antenna HW: 3-Foot Cable (Optional)	AN3FT	Antenna – Directional with 3-Foot Cable	One Time Charge	N/A	\$90.56
Antenna HW: 30-Foot Cable (Optional)	AN30FT	Antenna - LTE 4x4 with 30-Foot Cable	One Time Charge	N/A	\$253.58
Antenna HW: 65-Foot Cable (Optional)	AN65FT	Antenna - LTE 4x4 with 65-Foot Cable	One Time Charge	N/A	\$428.66

#### MARKETSPARK GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (these "**Terms**") govern the provision and use of equipment, software and services related to the conversion of plain old telephone service ("**POTS**") to reliable cellular connections by MarketSpark, Inc. ("**MarketSpark**") to your organization ("**You**" or "**Customer**"). By completing the ordering process for the Services, Customer agrees to these Terms.

- 1. Provision of Equipment and Services. Customer agrees to acquire from MarketSpark the Services and Equipment (as defined below), which may include accompanying software ("Software"). Customer acknowledges that a site survey is recommended to determine scope of the Services to be provided. Customer agrees to coordinate with MarketSpark on the details of the set-up, installation, and testing of the Services.
- 1.1. Equipment. MarketSpark shall provide the necessary hardware (together with applicable Software, "Equipment") to deliver the Services. Customer acknowledges that the Equipment is provided exclusively for use by Customer. Customer acknowledges that any unauthorized sale may result in the immediate voiding of any warranties that may have been passed through to Customer. Certain equipment required to provide the Services may be supplied by Customer and shall include, but not be limited to, the following: routers, switches, firewalls, digital phones, faxes, signal boosting equipment, and fire panels, among other equipment (such Customer-supplied equipment is collectively the "CPE").
  - 2. **Services.** For purposes of POTS replacement, MarketSpark shall provide certain services to Customer ("**Services**"), which shall include but not be limited to the following:
- **2.1.** POTS replacement line(s) at each of the Customer locations as selected and identified by Customer ("Customer Locations").

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- 2.2. Installation of the Services by MarketSpark up to the demarcation point(s) (each, a "Dmarc") at the Customer Locations. Dmarcs are defined as Customer's main distribution frame (MDF), intermediate distribution frame (IDF), or computer or server room and may vary by location. Where MarketSpark is provisioning Services to a Dmarc at a Customer Location, Customer is responsible for providing all necessary and/or reasonably requested access rights, space, and power for MarketSpark's facilities and equipment at the Dmarc. If MarketSpark is unable to access the require Customer Location at the agreed upon date and time, Customer may be charged additional costs associated with rescheduling the installation.
- **2.2.1.** For clarity, MarketSpark's obligation is to provide a dial tone to the Dmarc. Any additional installation services or coordination with other service providers or personnel may result in additional fees, which shall be approved by Customer in advance and subject to these Terms. MarketSpark's technical support team is available for remote services at no additional charge to resolve connectivity with on-premises equipment.
  - **2.3.** Setup and installation Services provided by MarketSpark to install Equipment in the Customer Locations as provided in these Terms.
  - **2.4.** Testing of new POTS replacement line(s) to the Dmarc(s).
  - **2.5.** Monitoring, management, and, solely for Equipment not owned by Customer, break-fix Services for the Equipment installed by MarketSpark in the Customer Locations.
  - **2.6.** Access to MarketSpark's portal for the purposes of monitoring Services at the Customer Locations and making changes such as call forwarding and other changes allowed using the portal.
  - **2.7.** MarketSpark is not responsible for the timeline to port Customer's existing numbers. Although carriers are required to transfer their customers' numbers upon request, execution time varies and is beyond the control of MarketSpark.
    - **3. Suspension and Termination.** MarketSpark may suspend or terminate the Services if Customer materially breaches these Terms and fails to cure such breach within thirty (30) days following MarketSpark's written notice specifying such breach.
    - 4. Customer Responsibilities. In addition to Customer's other responsibilities under these Terms, Customer agrees that anyone using the Services will: (i) not use the Services for any illegal purposes and comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services, the Equipment, or these Terms; (ii) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords, or other features) necessary to restrict access to Customer's computers, servers, or other CPE through the Services; (iii) be solely responsible for all fraudulent, unauthorized, illegal, or improper use of the Services and/or Equipment by persons accessing those Services through Customer's facilities, CPE, or Customer Location; and (iv) authorize and identify to MarketSpark at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including all requests for moves, additions, deletions or changes to the Services) (each, an "Authorized Individual"). Customer's list of Authorized Individuals must be kept current at all times. A change requires the authorization of a currently Authorized Individual for Customer's account. Updates and authorizations shall be sent to support@MarketSpark.com. Customer further agrees to keep the Equipment at the Customer Location where it has been installed and to not make any alterations, additions, or replacements to the Equipment except as authorized in writing by MarketSpark.
      - **5. 911 Terms and Conditions.** The Services are provided subject to the 911 terms and conditions as set forth in the Appendix to these Terms.

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- 6. LIMITED WARRANTY. OTHER THAN THE WARRANTIES DEFINED IN THESE TERMS, MARKETSPARK DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL WARRANTIES, DUTIES, AND OBLIGATIONS IMPLIED OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE, AND DETERMINE THE SUITABILITY OF MARKETSPARK SERVICES AND THE EQUIPMENT, AND MARKETSPARK WILL HAVE NO LIABILITY FOR THAT SELECTION, USE, OR SUITABILITY. MARKETSPARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE OR THE FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. MARKETSPARK DOES NOT REPRESENT THAT THE SERVICES OR THE EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION, OR FILES ON ANY OF THEM. WHENEVER CUSTOMER IS ENTITLED TO MARKETSPARK'S INTEREST IN ANY EQUIPMENT, MARKETSPARK WILL ASSIGN SUCH EQUIPMENT "AS-IS, WHERE-IS," EXCEPT THAT MARKETSPARK WILL WARRANT THE ABSENCE OF ANY ENCUMBRANCES.
  - 7. MarketSpark Intellectual Property. Customer acknowledges and agrees that in order for MarketSpark to perform one or more of its obligations in connection with specific Software (or any specific parts thereof), MarketSpark may, in some instances, need to utilize certain of MarketSpark's own proprietary pre-existing code, technology, or software ("MarketSpark IP"). Such MarketSpark IP shall not be deemed included in the Services provided hereunder, and all rights in and to such MarketSpark IP are and shall remain the sole and exclusive property of MarketSpark.
  - 8. Indemnification. MarketSpark shall release, indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer resulting from any third-party claim, suit, action, or proceeding that (i) the MarketSpark IP, Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights, or (ii) results from MarketSpark's gross negligence or willful misconduct; provided that in each instance, Customer provides prompt notification in writing of such claim and cooperates with MarketSpark.

#### 9. LIMITATIONS OF LIABILITY.

- EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, A BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 10, OR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WHATSOEVER SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS BE LIABLE UNDER ANY CAUSES OF ACTION FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER SIMILAR TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES BASED UPON LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF BUSINESS, OR LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER CUSTOMER, CUSTOMER'S PERMITTED ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THAT LOSS OR DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, WHETHER UNDER CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION AND WHETHER OR NOT MARKETSPARK OR ITS AUTHORIZED RESELLERS ARE INFORMED. KNEW OR SHOULD HAVE KNOWN. OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. UNLESS SUCH DAMAGES ARE DUE TO THE WILLFUL MISCONDUCT OF MARKETSPARK. EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, IN NO EVENT SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES. MARKETSPARK IS NOT LIABLE FOR THE CONTENT, ACCURACY, OR QUALITY OF INFORMATION TRANSMITTED THROUGH ITS EQUIPMENT, FACILITIES, OR SERVICES, OR THROUGH THE EQUIPMENT, AND CUSTOMER AGREES TO ASSUME ALL RISK OF TRANSMITTING, RECEIVING, OR USING ANY SUCH CONTENT OR INFORMATION. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION REPRESENT A FUNDAMENTAL TERM OF THE SERVICES AND NEITHER MARKETSPARK NOR CUSTOMER WOULD HAVE AGREED TO THESE TERMS WITHOUT THEIR INCLUSION.
- 9.2. MarketSpark does not control how emergency 911 calls are answered or handled by any local emergency response center. MarketSpark disclaims all liability and responsibility for the actions and conduct of any and all national and local emergency response centers. MarketSpark relies entirely upon third parties to route emergency 911 calls to local and national emergency response centers. MarketSpark and its authorized resellers disclaim any and all liability and responsibility resulting from the absence, failure or outage of the emergency 911 services, including without limitation the emergency dialing service or access to emergency service personnel, or in the event such third-party data used to route the calls is incorrect or produces an erroneous result. Neither MarketSpark nor its officers, directors, members, shareholders, employees or authorized resellers may be held liable for any claim, damage or loss, and

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Customer hereby waives any and all such claims or causes of action arising from or related to, emergency 911 Services; provided, however, that this disclaimer will not apply to MarketSpark where such claims arose from MarketSpark's gross negligence, recklessness or willful misconduct. MarketSpark is not liable for errors or omissions in any information about Customer in any published directory. Customer agrees to be solely responsible for ensuring the accuracy of any information about Customer in any published directory.

- 10. Confidentiality. "Confidential Information" shall include, without limitation, knowledge about business formulas, products, processes, techniques, technology, research, services, trade secrets, inventions, copyrights, patents, patent applications, contracts, marketing materials and strategies, software programs, financial information, and all concepts, plans, proposals, or information about MarketSpark's current, future, and proposed business or any of MarketSpark's customers, whether or not such information would be enforceable as a trade secret. Confidential Information also includes proprietary or confidential information of any third party who may disclose information to MarketSpark in its course of business. Except as required by law, Customer will not, without prior written consent from MarketSpark, disclose to any individual or entity any such Confidential Information, and will use such information only as may be reasonably necessary as it pertains to these Terms. Confidential Information disclosed under these Terms shall be treated with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as Customer would normally use to protect its own confidential or proprietary information.
- 11. Maintenance. MarketSpark may perform maintenance that may affect the availability or functionality of all or part of the Services. Except in emergencies, MarketSpark will endeavor to provide prior notice of maintenance windows. Any impact on the Services as a result of maintenance will not be deemed a breach of these Terms and will not entitle Customer to any credit, refund, or right to terminate any affected Service.
- **12. Representations.** Customer represents to MarketSpark that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.
  - 13. General.
- **13.1.** Severability. If any court should declare any one provision of these Terms to be invalid, then the other provisions will remain in effect.
  - **13.2.** Survivability. Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.**APPENDIX**

#### 911 TERMS AND CONDITIONS

MarketSpark provides its 911 Services (defined below) subject to these 911 Terms and Conditions (the "911 Terms").

- 1. 911 Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:
  - 1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.
  - 2. "911 Services" means functionality that allows end-users to contact emergency services by dialing the digits 9-1-1.
  - 3. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) End Users who principally utilize such services at such End User's residence and occasionally at other locations; (b) End Users that are enterprises that use either an on-site or hosted Private Branch Exchange ("PBX") during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which Sections 1.c.vii and/or 1.d, below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations and do not constitute "Approved Uses"; (c) End Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."

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- 4. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User's telephone number or emergency address information unless the End User provides such information verbally during the emergency call.
- 5. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
- "End User" means the individual placing a 911 Call from a Customer's TTN (defined below).
- 7. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
- 8. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
- 9. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
- 10. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.
- 11. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
- 12. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
- 13. "Subscriber" means an End User or telephone device assigned a TTN.
- 14. "TTN" or "MarketSpark Trunk Number" means a United States or Canada telephone number bought by the Customer from MarketSpark and assigned to a trunk for use with MarketSpark's elastic SIP trunking service.
- 15. "VoIP" means Voice over Internet Protocol.

#### 2. 911 Service Description and Use of Service.

- PSAP that covers Customer's REA. In limited circumstances, as further described below in Section 1.c.ii, the 911 Call may be routed to a Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA.
- 2. **Basic 911.** With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User's physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain End User's assigned TTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User's physical location. As additional local PSAPs are able to answer E911 calls, MarketSpark will upgrade Customer from Basic 911 to E911 service. MarketSpark is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.
- 3. **PSAP Service.** Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User's name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an

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area that is not covered by the landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

- 3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize MarketSpark's E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.
- 4. Customer will ensure that End Users do not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.
- 5. Customer acknowledges and agrees that MarketSpark can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in MarketSpark's database will be routed using the ten-digit outbound trunks or a 911 professional.
- 6. Customer will provide MarketSpark with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. MARKETSPARK WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a TTN with every Subscriber and/or End User call presented to MarketSpark for processing. MarketSpark will have no obligation to provide 911 Services with respect to any Subscriber or End User call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by MarketSpark to provide 911 Services under such circumstances.
- 7. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, MarketSpark will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and MarketSpark reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.
- 8. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the Term and will notify MarketSpark if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of MarketSpark.
- 9. Equipment; Connection; Customer's Responsibilities. MarketSpark will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by Customer and MarketSpark. Customer must connect to MarketSpark's network in a manner and at locations determined by MarketSpark. Customer will, at Customer's sole cost and liability as between Customer and MarketSpark, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services.
- **10.** Charges and Rates. If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").
- 11. CUSTOMER ACKNOWLEDGES AND AGREES THAT

  MARKETSPARK'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE

  DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT

  THE MARKETSPARK EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME

  MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED

  TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE

  ASSOCIATED TTN.
- 12. CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE END USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. MARKETSPARK RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.
- 13. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE

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- PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.
- 14. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER MARKETSPARK, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING THEREFROM.
- 15. E911 Limitation of Liability. Customer agrees that MarketSpark, its affiliates, its authorized resellers, and their respective directors, officers, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or ANY End Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that MarketSpark remains liable for gross negligence or willful misconduct by MarketSpark, its directors, officers, shareholders, employees, and agents.
- 16. In no event will the liability of MarketSpark or its authorized resellers to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total Charges paid by Customer in the twelve (12) months preceding the claim. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of its essential purpose. Customer further acknowledges, understands and agrees that MarketSpark has no control over how a foreign administration or third-party carrier establishes its rules and conditions pertaining to international telecommunications service.

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#### Zero Trust Dynamic Access Powered by iboss

These licenses are not eligible for monthly access discounts.

Zero Trust Dynamic Access can help to prevent breaches by helping to make applications, data and services inaccessible to attackers while allowing trusted users to securely and directly connect to protected resources from almost anywhere. Zero Trust Dynamic Access provides a zero-trust cloud security solution for secure access to the open internet, cloud applications, private applications and data, and public cloud services helping to ensure security, conformance to NIST 800-207 guidelines, and provides reporting and analytics in a web-based portal.

SKU	Description	PPID	Billing	Price
CF-WIRELESS-NNI-SLED1	Zero Trust Dynamic Access Core Package from Verizon	697955	Monthly	\$2.72
	Wireless		,	
MDF-WIRELESS-NNI-SLED1	Zero Trust Dynamic Access Advanced Package from	699514	Monthly	\$4.17
	Verizon Wireless		,	

**Note:** Zero Trust Dynamic Access powered by iboss solution may require a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.

- A minimum quantity of 50 user licenses per order is required.
- For monthly, subscription is paid monthly up front and is a month-to-month term, no proration

\*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE and 5G Enabled routers [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE and 5G enabled tablets, phones and laptops

<sup>1</sup>These SKUs are mutually exclusive and cannot be combined.

# Verizon Zero Trust Dynamic Access Professional Services Powered by iboss These licenses are not eligible for monthly access discounts

The below packages are the implementation services and professional services for Zero Trust Dynamic Access.

SKU ID	Description	Maximum # of Hours	PPID	Price
IBOSS-IMPLE-	Implementation Package 1 - up to 1,000 users. 4 implementation	4	705454	\$ 1,814.00
PKG-1	service hours included			
IBOSS-IMPLE-	Implementation Package 2 - up to 5,000 users. 20	20	705455	\$ 9,070.00
PKG-2	implementation service hours included			
IBOSS-IMPLE-	Implementation Package 3 - up to 10,000 users. 40	40	705558	\$ 18,140.00
PKG-3	implementation service hours included			
IBOSS-IMPLE-	Implementation Package 4 - up to 20,000 users. 60	60	705510	\$ 27,211.00
PKG-4	implementation service hours included			
IBOSS-IMPLE-	Implementation Package 5 - up to 100,000 users. 120	120	705511	\$ 54,422.00
PKG-5	implementation service hours included			
IBOSS-IMPLE-	Implementation Package 6 - up to 200,000 users. 200	200	705608	\$ 90,704.00
PKG-6	implementation service hours included			
IBOSS-PS*	iboss Professional Services - provides additional		736452	\$ 380.00
	implementation support. Requires 2 hours minimum.			

**Notes:** Implementation services are subject to the maximum service hours allotted for each implementation package SKU (the "Maximum Package Hours"). If implementation cannot be completed within the Maximum Package Hours, then additional Implementation Services packages may be purchased.

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- If support is unable to complete the implementation within the maximum package hours purchased for onboarding, then additional implementation packages may be purchased.
- \*IBOSS –PS SKU needs to have a scope of work definition to be sold. This Sku cannot be combined with any implementation packages.

#### Implementation Services Include

- Implementation Kickoff Call
- Coordination of project and implementation plan with identified milestone and completion dates
- Live technical assistance configuring the SCG platform for activities such as
  - Assistance creating users in the platform
  - Assistance enabling MFA for admin users
  - Time zone configuration
  - Platform maintenance scheduling
  - Email setting configuration
  - Backup configuration
  - Assistance creating a customized SSL decryption certificate
  - Assistance downloading and configuring iboss cloud connectors
  - Policy configuration guidance
  - Creation of IPSEC or GRE tunnel
  - Creation of custom branded block page
  - Creation of custom report schedule
  - Creation of custom IPS rule (requires malware defense package)
  - Customization of PAC script
  - Integration with External SIEM for logging

The following services are out of scope and not included in the implementation package SKU Implementation Services:

- Bulk deployment of cloud connectors to customer devices
- Active Directory, Azure, eDirectory or other directory service configuration or support
- MDM configuration or support
- Policy migration from legacy secure gateway or firewall
- Configuration of customer Firewalls, Routers, Switches, Computers, or Third Party Software or Applications

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#### **VZ MDM Implementation Services**

This service does not qualify for additional discounts

A certified VZ Solutions Engineer ("SE") will be assigned to provide a full and complete virtual implementation of the VZ MDM solution, including:

- Facilitate customer through onboarding of mobile devices in the Verizon Mobile Device Enrollment Program (DEP);
- Creation and assignment of policies and groups, ensuring group and policy orientation meets customer's project needs
- Provide portal training;
- Oversee a testing phase with a control group;
- Oversee initial production rollout

SKU#	Description	Term	Cost
VZ_IOT_VZMDM_1-10	License Quantity 1-10	One time fee	\$99.00
VZ_IOT_VZMDM_11-499	License Quantity 11-499	One time fee	\$350.00
VZ_IOT_VZMDM_500-999	License Quantity 500-999	One time fee	\$650.00
VZ_IOT_VZMDM_1000_PLUS	License Quantity 1000+	One time fee	\$0.70/ license

**Notes:** This service can be found under the VZ MDM category in BuSS. Multiple tiers cannot be combined during purchase. Separate configurations may use separate tiers.

This service is to be used in conjunction with one of the following VZ MDM Services:

- 1. Broadband Management
- 2. Unified Endpoint Management

5G UWB Government Unlimited Jetpack/MiFi Data Device Plan <sup>1</sup> Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee \$37.99	
4G and 5G Ultra Wideband Data Allowance <sup>2</sup>	Unlimited
Service Rate Plan #	71014

**Notes:** Current coverage details and additional plan information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband 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. Lines activating on this plan must be on a 5G mobile broadband data device such as, Jetpacks or MiFis. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

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Government 5G UWB Unlimited Tablet Plan <sup>1</sup> Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee \$20.00	
Data Allowance <sup>2</sup>	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot <sup>3</sup>	Unlimited
Service Rate Plan #	70989

**Notes:** Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband 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. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

¹Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. ²If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas.

<sup>3</sup>Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Government 5G UWB Unlimited Connected Laptop Plan <sup>1</sup> Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee \$20.00	
Data Allowance <sup>2</sup>	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot <sup>3</sup>	Unlimited
Service Rate Plan #	70991

**Notes:** Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband 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. Lines activating on this plan must be on a 5G connected laptop. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

¹Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. ²If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas.

<sup>3</sup>Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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Service Rate Plan #

# Government 5G UWB Mobile Broadband Tablet Share Plan Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply. Only tablet devices can be activated on this plan. Monthly Access Fee \$10.00 Domestic Data Allowance (Shared)¹ 2 GB Domestic Data Overage Rate \$5.00 per GB

**Notes:** Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband 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. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

71010

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

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.

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Custom Public Safety 4G LTE/5G UWB Mobile Primary Access Plan (Includes Mobile Broadband Priority and Preemption) Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee	\$40.00
4G LTE and 5G Ultra Wideband Data Allowance <sup>1</sup>	Unlimited
Service Rate Plan #	70996

**Notes:** Current coverage details and additional plan information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband 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. Lines activating on this plan must be on a 5G routers installed in mobile vehicle units. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

¹Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 50GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50GB 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 service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can 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. Devices utilized in conjunction with this plan are limited to mobile device applications. Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

Dedicated internet connections (including but not limited to, stationary wireless networking router devices), 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 rate 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:

485111 Mixed Mode Transit Systems (Rail/Bus)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Services
621910 Ambulance Services	926120 Regulation and Administration of Transportation Programs
922110 Courts	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922120 Police Protection	926130 Regulation and Admin of Comms, Electric, Gas, and Other Utilities
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	921190 Other General Government Support
922150 Parole Offices and Probation Offices	921110 Executive Offices
922160 Fire Protection (except private)	921150 American Indian and Alaska Native Tribal Governments
221310 Water Supply and Irrigation Systems	221122 Electric Power Distribution
221210 Natural Gas Distribution	485113 Bus and Other Motor Vehicle Transit Systems

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#### **Verizon Device Protection Options:**

Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)
Monthly Price: Current Market Rate – See Verizon's current Device Protection for Business Brochure for pricing details.

https://www.verizon.com/support/device-protection-brochures/

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible. WPP Smartphones/iPhones 85913
  - WPP All Tablets & Basic 85912
- Extended Warranty (EW) unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers. EW 79184 EW Smartphones (NY) 87309
- EW Tablets & Basic (NY) 87310
- Total Equipment Coverage (TEC) combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible. TEC Smartphones/iPhones 81495
- All Tablets & Basic 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity's account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at Device Protection Brochure & Terms and Conditions Business. Not all options presented in the brochure are available to ordering entities. Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

IMPORTANT NOTE: Not all device protection options presented in the brochure are available to ordering entities.

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#### b. Replacement:

Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.				
Monthly Access Fee	\$39.99 (16807)			
Monthly Minutes in U.S.  Unlimited				
Domestic Data Allowance <sup>1</sup>	Unlimited			
Domestic Messaging Allowance	Unlimited			
5G Ultra Wide Band	Included (device dependent)			
Optional Features				
Domestic Mobile Hotspot (4G and 5G Nationwide) \$5.00 additional per month (76440)				
4G Push-to-Talk Plus	\$2.00 additional per month (81129/81174)			

**NOTE**: Current coverage details and additional plan information can be found at <a href="www.verizonwireless.com">www.verizonwireless.com</a>. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 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.

¹Data 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 to 600kbps 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 480p. 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 times when the network is fully utilized. 911 calls are never preempted.

\*Verizon Wireless will proactively contact Customer to facilitate the plan migration as a brief service outage and device reboot may be required in order for the new plan to take effect.

This plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & Buses) 485112 Commuter Rail Systems 621910 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)	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 Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices
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# Intrepid Networks®: Government Subscribers Discount reflected below. No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-user-level situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE_LOCATE	INTREPID RESPONSE: LOCATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690053	\$60.75
INT_RESPONSE_CONNECT	INTREPID RESPONSE: CONNECT MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689460	\$60.75
INT_RESPONSE_ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	\$27.00
INT_RESPONSE_LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These include faster GPS	689953	\$135.0 0

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	T	T		1
		ping rates, live cell phone locations, cell tower analytics and finishing tool integrations		
INT_RESPONSE_LOCATE_T RIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	\$0.00
INT_RESPONSE_CONNECT _TRIAL	INTREPID RESPONSE: CONNECT MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689954	\$0.00
INT_RESPONSE_ACTIVATE _TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	\$0.00
INT_RESPONSE_LOCATE+_ TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690003	\$0.00
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	\$1,875 .00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	One (1) day of training for any product at Intrepid location. Cost includes training materials & instructor.	597971	\$750.0 0

Customer may purchase Intrepid Networks licenses and services ("Intrepid Networks Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Intrepid Networks Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Intrepid Networks Services are manufactured by Intrepid Networks®. Any license for Intrepid Networks Services must be obtained directly from Intrepid Networks either upon purchase or installation of the Intrepid Networks Services. Intrepid Networks Services are subject to Intrepid Networks' terms and conditions and can be viewed on the attached document.

Verizon Wireless will direct Intrepid Networks to fulfill Customer's Intrepid Networks Services order. Customer support for Intrepid Networks Services must be obtained directly from Intrepid Networks®. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Intrepid Networks Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Intrepid Networks representatives.

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#### **Intrepid Services Agreement**

Terms and Conditions

#### DEFINITIONS

In this Agreement, capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Agreement:

- "Customer Data" means the customer-specific data, including personal data, available to the Customer through the Service. Customer data is further defined as Generic and Unique.
- "Generic Customer Data" means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.
- "Unique Customer Data" means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.
- "Confidential Information" means all information disclosed by one party to the other party that is identified in writing as "confidential" or "proprietary" (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).
- "Devices" means all hardware devices of Customer utilizing the Service, whether provided by Intrepid or from any other third party.
- "Initial Term" means the period commencing on the Effective Date and ending on the last day of the Service Period.
- "Service" means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Intrepid to Customer.
- "Service Period" means the period beginning on the Effective Date and continuing for the period set forth on the Order Form.
- "User" means any of the Customer's employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Intrepid at Customer's request).

#### 2. **SERVICES**

- 2.1 Subject to the terms and conditions of this Agreement and payment of all applicable fees and charges, Intrepid grants Customer a non-exclusive, non- transferable, revocable, limited right and license during the Term to use the Service for Customer's internal, in-house business use only within the United States of America. Intrepid reserves all rights in the Service not expressly granted herein.
- 2.2 Intrepid reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.
- A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Intrepid.
- 2.4 Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Intrepid immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Intrepid immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the terms of this Agreement.
- At all times during the Term of this Agreement, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local, or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions, or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.
- 2.6 Customer warrants that it is legally entitled to allow Intrepid to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Intrepid products or resolve product defects.
- 2.7 Customer acknowledges and agrees that Intrepid shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

#### 3. LIMITATIONS AND RESTRICTIONS

- 3.1 Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service; (b) modify, adapt or make derivative works based on the software or intellectual property used in the Service; (c) retransmit or link the Service (including "framing" or "mirroring" any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users' compliance with the terms of this Agreement; or (d) store or transmit any Content (as defined herein) that could give rise to civil or criminal liability.
- 3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such software and intellectual property solely for Customer's own internal processing operations under this Agreement, and that

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Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based on, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Intrepid any actual or suspected violation of this Section 3.2 and shall take all further steps reasonably requested by Intrepid to prevent or remedy any such violation.

- 3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.
- 3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content ("Content") sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid claims no ownership of any Content that is transmitted, stored, or processed in Customer's account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.
- 3.5 The Service provides functions that allow Customer and Users to control who may access Content. If Users enable the features that allow sharing Content with others, anyone with whom Content is shared (including the general public, in certain circumstances) may have access to Content. Customer hereby grants Intrepid and its agents the right to reproduce, distribute, display, and disclose Content with others authorized by Customer or its Users to view such Content as part of Intrepid's provision of the Service to such authorized users.
- Customer represents and warrants that: (a) Customer has all the rights in the Content necessary to use the Service and to grant the rights in this Agreement, and (b) the storage, use, or transmission of the Content doesn't violate any law, this Agreement, or the rights of any third parties. Customer will: (i) be solely responsible for the nature, quality, and accuracy of the Content; (ii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Content, including any notices sent by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection, and backup copies of the Content, which may include, Customer's use of additional encryption technology to protect the Content from unauthorized access. Although Intrepid is not responsible for any Content in violation of this provision, Intrepid may delete any Content in violation of any provision in this Agreement of which it becomes aware, at any time without notice. Customer must immediately notify Intrepid in writing of any unauthorized use of (a) any Content (b) any User account, or (c) the Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer or its Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Intrepid with such cooperation and assistance related to any such unauthorized use as Intrepid may reasonably request.
- 3.7 If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any User or person, Customer must notify Intrepid immediately. Intrepid may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User profiles. Because situations and interpretations vary, Intrepid also reserves the right not to take any action. Under no circumstances will Intrepid be liable in any way for any data or other Content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

#### 4. **PROPERTY RIGHTS**

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or with permission or at the request of Customer or its Users for purposes such as assisting in customer operations, performing customer-specific analysis, or improving Intrepid's products. Customer explicitly grants Intrepid the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Intrepid is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Intrepid during the Term of this Agreement, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. This Agreement does not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under this Agreement), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Intrepid.

#### 5. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

5.1 Intrepid warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Intrepid shall, at its option, repair or replace the nonconforming elements of the Service. Intrepid shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the

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Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. If at any time Customer becomes unsatisfied with the Service, Customer's sole remedy is to cease using the Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND INTREPID, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATLICEN, OR OTHERWISE, INTREPI

VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTREPID AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES INTREPID (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

- 5.2 INTREPID, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS PERFORMANCE, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER TO INTREPID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR \$25,000.
- 5.3 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.
- 5.4 Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in this Agreement are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that Intrepid has set the pricing for the Service and other fees and charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.
- 5.5 Intrepid shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by this Agreement violates any proprietary rights of such third party. This Section 5.5 states Intrepid's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.
- 5.6 Customer shall indemnify Intrepid, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Intrepid relating to or arising out of a claim alleging that Intrepid's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).
- 5.7 In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Intrepid, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.
- In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.
- 5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim,
- (b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

#### 6. **CONFIDENTIALITY AND DATA PROTECTION**

By virtue of this Agreement, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 7 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the receiving party possession or known by it, without restriction, prior to receipt from the disclosing party, or (iii) was rightfully disclosed to the receiving party

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by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations under this Agreement. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.

#### 7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below.

Either party may terminate this Agreement upon notice to the other party if the other party materially breaches this Agreement and such breach is not remedied within 30 days of such notice, except for breaches relating to non- payment for which such cure period shall be 5 business days.

Either party may terminate this Agreement immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction.

Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession. Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

7.2 Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement in accordance with their terms.

#### 8. **EXPORT**

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re-export. Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

#### 9. MISCELLANEOUS

- 9.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Intrepid is not responsible for any delays, delivery failures, or any loss or damage resulting from the same. Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Intrepid hereunder.
- 9.2 Intrepid may reference Customer's status as a user of the Service on Intrepid's website, in marketing materials and in sale presentations.
- 9.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 9.4 Customer may not assign or transfer any of its rights or obligations under this Agreement in whole or in part without Intrepid's prior written consent. Intrepid may freely assign, transfer, and sub-contract this Agreement and any or all of its obligations herein.
- 9.5 This Agreement shall not be amended or modified except in a writing executed by the duly authorized representatives of Intrepid and Customer.
- 9.6 If any provision of this Agreement is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of this Agreement will remain in full force and effect.
- 9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery;
- (b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.
- 9.8 This Agreement forms the entire understanding of the parties in respect of the matters dealt with in it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

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- 9.9 This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to this Agreement shall be brought in the courts of Orange County, Florida or in the U.S. District Court for the Middle District of Florida, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.
- 9.10 The parties acknowledge that they are familiar with transactions of this nature and agree that the fact one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of, or against, such party.
- 9.11 The parties hereto are independent contractors and this Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party to any third party.
- 9.12 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be an original.

# Exhibit A Response Times

#### I. Intrepid Service

#### 1 Response Times

Intrepid shall use its commercially reasonable efforts to respond to all written requests for assistance in accordance with the following response times:

	Time to Respond	
Type of Problem	During Normal Business Hours	Outside Normal Business Hours
Level 1 – Service unavailable or data cannot be collected from > 20% of the Users	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: support@intrepid-networks.com	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>
Level 2 – Part of the functionality of the Service is unavailable or data cannot be collected from <= 5% to 20% of the Users	By 6PM EST of the following 2 business days Email: <u>support@intrepid-networks.com</u>	By 6PM EST of the following 2 business days Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>
Level 3 – All other issues	Within 5 business days Email: support@intrepid-networks.com	Within 5 business days Email: support@intrepid-networks.com

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#### IBM® MaaS360® Enterprise Mobility Management (EMM)

Unified Endpoint Management (UEM)

#### IBM® MaaS360® Enterprise Mobility Management (EMM)

A discount has been applied. IBM MaaS360 licenses and services are not eliqible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Linear Tons	Dundrich	CIVII	Enterprise Mobility Suites: Core		Americal
License Type	Product	SKU	Description	Monthly	Annual
	Essentials	D1P3GLL	Essentials Suite per Device	\$2.25	\$27.00
	LSSCIIIIAIS	DIF 3GLL	Essentials Suite per Device	598456	598455
Per Device: One	Deluxe	D1P3LLL	Deluxe Suite per Device	\$3.75	\$45.00
	Deluxe	DIFJELL	Deluxe Suite per Device	598457	598458
(1) license <u>per</u>	Dramiara	D1P3RLL	Dromier Cuite ner Device	\$4.69	\$56.25
<u>device</u>	Premiere	DIFORLL	Premier Suite per Device	598459	598460
	Enternrice	D4D3WI I	Enterprise Cuite new Device	\$6.75	\$81.00
	Enterprise	D1P3WLL	Enterprise Suite per Device	598461	598462
	Essentials	D1P3ILL	Essentials Suite <b>Per User</b>	\$4.50	\$54.00
	Essentials	DIFJILL	Essentials Suite Per User	598463	598464
Per User: One	Deluxe	D1P3NLL	Doluvo Cuito ner Heer	\$7.50	\$90.00
(1) license per	Deluxe	DIPONEL	Deluxe Suite per User	598465	598466
single user with	Premiere	D1P3TLL	Promier Cuite ner Heer	\$9.38	\$112.50
multiple devices	Freimere	DIFSILL	Premier Suite per User	598467	598468
	Futamerica.	D4D3VLI	Entermine Cuite ner Heer	\$13.50	\$162.00
	Enterprise	D1P3YLL	Enterprise Suite per User	598469	598470

#### Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- IBM Fast Start Customer Setup is required for less than 50 licenses.

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IBM® MaaS360® Enterprise Mobility Management: Add-On Products
A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

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			mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	
Quick Start Success Service	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	\$14,000.00

IBM MaaS360 EMM Core Products						
Included features are determined by IBM MaaS360 UEM License Type						
Feature	Functionality Included Features by License					
		EMM Essential	EMM Deluxe	EMM Premier	EMM Enterprise	
		Loscittiai	Doluxo	i ronnoi	Enterprise	

**Device Management** 

Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS DocuSign Envelope ID: E0CCD7FB-2F14-4C87-964D-5707CC89F124

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Gateway for Apps

Add per app VPN to Application Security to integrate behind-the-firewall data in private apps

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# MobileIron [Acquired by Ivanti] Secure Unified Endpoint Management (UEM) with Direct Support Bundles: Government Subscribers

The pricing below reflects the monthly access fee discount. No further discounts apply

MobileIron Secure UEM Bundle. Endpoint management for any device (iOS, android, macOS, Windows) Apps@Work, Help@Work, and Sentry.

Optional ADD-ON features: Mobile Threat Defense (MTD) or Mobile Threat Defense Premium (MTD Premium)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit/ Per Year
MI-UEM-D-1YMC-D	MobileIron	Per Device Cloud Subscription License for 1 Year	\$3.00	\$36.00
	Secure UEM	with Direct Support.	(693472)	(693470)
MI-UEM-U-1YMC-D	MobileIron	Per User (5 Devices/User) Cloud Subscription	\$4.50	\$54.00
	Secure UEM	License for 1 Year with Direct Support.	(693516)	(693517)
MI-UEM-D-1YS-D	MobileIron	Per Device Subscription (On-Premise) License for	\$3.00	\$36.00
	Secure UEM	1 Year with Direct Support.	(693618)	(693620)
MI-UEM-U-1YS-D	MobileIron	Per User (5 Devices/User) (On-Premise)	\$4.50	\$54.00
	Secure UEM	Subscription License for 1 Year with Direct Support.	(693475)	(693476)

**MobileIron Secure UEM Premium Bundle:** for UEM, Tunnel, AppConnect, Apps, Conditional Access, ZSO One The pricing below reflects the monthly access fee discount. No further discounts apply

Optional ADD-ON features: Mobile Threat Defense (MTD), Mobile Threat Defense Premium (MTD Premium), Zero Sign-on (ZSO)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit / Per Year
MI-UEMP-D-1YMC-D	MobileIron Secure UEM Premium	<b>Per Device Cloud</b> Subscription License for 1 Year with Direct Support.	\$5.63 (693563)	\$67.50 (693562)
MI-UEMP-U-1YMC-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$9.00 (693511)	\$108.00 (693512)
MI-UEMP-D-1YS-D	MobileIron Secure UEM Premium	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$5.63 (693614)	\$67.50 (693613)
MI-UEMP-U-1YS-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Subscription (On- Premise) License for 1 Year with Direct Support.	\$9.00 (693464)	\$108.00 (693465)
*Refer to the Additional Re	quirements below for	r important information	<u>-</u>	

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MobileIron Zero Sign-On (ZSO) Feature: Cloud  Adaptive security and conditional access for any cloud service or in-house apps  The pricing below reflects the monthly access fee discount. No further discounts apply						
SKU						
MI-ZSO-U-1YC-D	MobileIron Secure UEM	Per User (5 Devices/User) Subscription License for 1 Year with Direct Support.	\$2.25 (693523)	\$27.00 (693520)		

NOTE: This feature is an add-on to Secure UEM Premium SKUs only

\*Refer to the Additional Requirements below for important information

# MobileIron Threat Defense Features: Cloud Compatible with both MobileIron Cloud and MI Core/On premise

The pricing below reflects the monthly access fee discount. No further discounts apply

MobileIron Threat Defense Feature: Intrusion prevention system integrated into the MobileIron Client to defend against Device, Network, and Application based cyber-attacks

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTD-D-1YS-D	MobileIron Threat Defense	Per Device Cloud Subscription for 1 year with Direct Support.	\$3.00 (658460)	\$36.00 (633460)
MI-MTD-U-1YS-D	MobileIron Threat Defense	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$4.50 (658463)	\$54.00 (633462)

MobileIron Threat Defense Premium Feature: Intrusion prevention system integrated into the MobileIron Client and Advanced App Analysis

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTDPLUS-D-1YS-D	MobileIron Threat Defense Premium	Per Device Cloud Subscription for 1 year with Direct Support.	\$4.50 (658462)	\$54.00 (633461)
MI-MTDPLUS-U-1YS-D	MobileIron Threat Defense Premium	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$6.75 (658464)	\$81.00 (633463)

Notes: Includes zConsole (Cloud-based Command & Control Center) Zimperium's mobile threat management platform that monitors security incidents on zIPS-protected mobile devices and provides mobile forensic details (one per customer)

\*Refer to the Additional Requirements below for important information

# Additional Requirements: MobileIron Secure UEM Bundles, MobileIron Secure UEM Premuim Bundles, MobileIron Zero Sign-On (ZSO) Feture, MobileIron Threat Defense Features

#### Purchase Requirements:

- > MobileIron Cloud: Minimum first time purchase of 25 licenses of Unified Endpoint Management Bundle required
- MI Core/On premise: Minimum 500+ Licenses Required for initial order/installation required
- > Deployment services are required for all first time deployments.
- > Support levels must match across all products purchased
- Max of 5 devices/user for Secure UEM and Secure UEM Premium bundles
- Customers upgrading from per Device to per User cannot downgrade
- ➤ Enterprise Support requires Direct Support

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Customer may purchase MobileIron, Inc. [Aquired by Ivanti] ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions and can be viewed here: <a href="https://www.ivanti.com/company/legal?miredirect">https://www.ivanti.com/company/legal?miredirect</a>. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

	Se	MobileIron incapptic Connect Feature: On-Premise If-service portal for Customer's custom app development veriflects the monthly access fee discount. No further disc	ounts apply	
SKU	Product Name	Product Description	Price Plan ID	Annual Cost (Per 10 Apps)
MI-INCAPPTIC-BAS-D-1YS- D	MobileIron incapptic Connect	Basic license with support for 10 apps using incapptic Connect, an app lifecycle management solution Subscription License for 1 year with Direct Support.	693468	\$15,000.00
MI-INCAPPTIC-APP-D-1YS- D	MobileIron incapptic Connect	Extension package with 10 apps, using incapptic Connect Subscription License for 1 year with Direct Support.	693567	\$15,000.00
Note: Statement of Work regu	Connect	•		<b>4</b> 10,000.

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	MobileIron Professional Services - Cust The pricing below reflects the monthly according to the control of the			
SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-SOW-PUF	Professional Services - Custom defined scope (e.g. multi-site, certificate integration, health checks, follow-on services) provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour SOW required Billed Upfront	682954	\$250.00
MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	Rate per hour. 3-month period minimum. SOW required	510404	\$130.00

MobileIron Professional Services - Open Scope The pricing below reflects the monthly access fee. No discounts apply				
SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-HOURS-PUF	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour	682955	\$250.00
Note: Statement of Work	required.			

The principal helpsy reflects the man	MobileIron Professional Services - Deploym	ent/Implementation Packa	ges	
The pricing below reflects the mol	nthly access fee. No discounts apply  MobileIron Professional Service	ces: Denloyment		
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-SECURE-UEM-CORE	Core Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693623	\$6,250.00
MI-PS-SECURE-UEM-CLOUD	Cloud Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693525	\$3,750.00
MI-PS-SECURE-UEM-PREM- CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693569	\$15,000.00
MI-PS-SECURE-UEM-PREM- CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693477	\$12,500.00
MI-PS-SECURE-UEM-PREM- ADV-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693524	\$18,750.00
MI-PS-SECURE-UEM-PREM- ADV-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud	N/A	693478	\$16,250.00

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	security for up to 1 IDP and 5 SP). See full SKU description.			
	MobileIron Profess	onal Services: Implementation		
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-PREMIUM-IMP	Premium Implementation Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	Bundled Strategy, Advisory, and Implementation  * On-Site Work is required and need a PO for Travel	510397	\$25,000.00
MI-PS-MTD-ENT	MTD Implementation (1000+ devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole, zConsole policy configuration, and OS and device vulnerability risk analysis.	Remote implementation  Must be purchased with or added to MobileIron Core or Cloud implementation services	693570	\$5,000.00
MI-PS-MTD-SMB  Note: Statement of Work reg	MTD Implementation (up to 1,000 devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole and zConsole policy configuration.	Remote implementation  Must be purchased with or added to MobileIron Core or Cloud implementation services	693622	\$2,500.00

		ofessional Services -Other e monthly access fee. No discounts app	bly	
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-EBF-MIGRATOR- DEVICE-LICENSE	Access to EBF Migrator per Device License(s) to support a migration to MobileIron Cloud or MobileIron Core.	50 minimum quantity purchase.  Must be purchased with  Mobilelron Professional Services to assist with the migration (MI- PS-SOW, MI-PS-SOW-PUF, MI- PS-FIXED, MI-PS-HOURS-PUF, any of the MI-PS-C2C-MIGRATE- XXX SKUs)	682962	\$7.50
Note: Statement of Work re	quired.			

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The pricing below reflects the monthly access fee. No discounts apply				
SKU	Product Name	Product Description	Price Plan ID	Price per Unit
MI-PSENTERPRISE	MobileIron	Enterprise Support and Strategic		•
	Professional	Account Management (annual fee).	600064	¢60,000,00
	Services	Must also have MobileIron Annual	682964	\$60,000.00
		Direct Maintenance and Support		

MobileIron SKU Mapping for Legacy SKUs				
<b>Current Product</b>	New Product	Add-On		
Silver	MobileIron Secure UEM	MTD or MTD Premium		
Gold*	MobileIron Secure UEM			
	<u>OR</u>	*Dependent upon MI Secure UEM product selected		
	MobileIron Secure UEM Premium			
Platinum	MobileIron Secure UEM Premium	MTD or MTD Premium, ZSO		
*Note: Current MobileIron	Gold subscriber mapping is dependent upon individ	ual customer requirements. See your account representative for additional		

\*Note: Current MobileIron Gold subscriber mapping is dependent upon individual customer requirements. See your account representative for additional details.

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#### Absolute NetMotion

#### These products Do Not qualify for additional discounts

Absolute NetMotion is a Mobile Performance Management (MPM) - Software that accelerates, optimizes and secures all traffic with mobile devices across any network, application or operating system. It provides adaptive policies so that IT can specify parameters to fine tune the mobile user experience by prioritizing applications and network access. Absolute NetMotion provides insight into both user behavior and network activity enabling diagnostics to pinpoint and resolve issues. It has highly optimized connectivity even across coverage gaps or when switching networks. Absolute NetMotion prevents data from being lost, applications from crashing and users from having to repeat logins. Absolute NetMotion provides faster throughput with optimized data delivery across even the most bandwidth constrained network

bandwidth constr		le e	T =	
SKU	Description	Function	Term	Price
			Monthly	\$4.33
NMSVZW- GOV-SILVER	Mobility VPN - Mobility Only	"Mobility VPN" (Virtual Private Network for wireless connections) - An	Annual	\$52.00
GOV-SILVER	WODING OTHY	encrypted, secure tunnel for mobile devices	2 Year	\$104.00
			3 Year Monthly	\$156.00
		· · · · · · · · · · · · · · · · · · ·		\$6.93
NMSVZW-	Mobility VPN +			\$83.20
GOV-GOLD	Modules	Analysis)	2 Year	\$166.40
			3 Year	\$249.60
			Monthly	\$8.67
NMSVZW- GOV-	MIQ - Operational	Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control,	Annual	\$104.00
DIAMOND Intelligence	location intelligence and inventory, troubleshooting and system-wide status	2 Year	\$208.00	
			3 Year	\$312.00
			Monthly	\$4.33
NMSVZW-	Diagnostics	Comprehensive data collection and root cause detection software		\$52.00
GOV-DIAGS	(add-on)	(add-on feature)	2 Year	\$104.00
			3 Year	\$156.00
			Monthly	\$4.33
NMSVZW-	MobileIQ (add-	Visual troubleshooting, analytics and alerting dashboards (add-on	Annual	\$52.00
GOV-MIQ	on)	feature)	2 Year	\$104.00
			3 Year	\$156.00
		Hosted access to Absolute Secure Access Edge, a secure remote	Monthly	\$20.00
ABSA-EdgeC	Absolute Secure Access Edge Cloud	access platform including SDP/ZTNA, enterprise VPN and experience monitoring features. Secure Access Edge for Cloud is a cost-effective, hardware-free deployment option, optimized for Azure. This hosted offering includes 10GB per device, per month. Minimum 100 License deployment requirement.	Annual	\$240.00
'11NMPS- GOV-8HR-S	Prof. Services - Up to 8 Hours	Professional Services - Up to 8 Hours	One time Charge	\$2,000.00
11NMPS-GOV- 4HR-S	Prof. Services - Up to 4 Hours	Professional Services - Up to 4 Hours	One time Charge	\$1,000.00
11NMTR-GOV- C	Mobility Cert. Training	Mobility Certification Training	One time Charge	\$2,295.00

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11NMETS- GOV	Elite Tech Svc. 0 - 4999 lic's	Elite Technical Service (0 - 4,999 licenses)	One time Charge	\$30,000.00
11NMETS5K- GOV	Elite Tech Svc. 5000+ lic's	Elite Technical Service (5,000+ licenses)	One time Charge	\$50,000.00
11NMPS-GOV- TAM	Dedicated Tech Acc't Mgr1 yr	Dedicated Technical Account Manager (1 year)	One time Charge	\$40,000.00

Note: Customer may purchase Absolute NetMotion Software, Inc. ("Absolute NetMotion") licenses and services ("Absolute NetMotion Services") at the prices listed above. Absolute NetMotion Services listed in the pricing sheet marked with an asterisks \*\*\* cannot be mixed or matched with other Absolute NetMotion Licenses or Services. Verizon Wireless is not the licensor of the Absolute NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Absolute NetMotion Services are manufactured by Absolute NetMotion. Absolute NetMotion Software is subject to a separate End User License Agreement (EULA) with Absolute NetMotion, found at <a href="https://www.Absolute NetMotionsoftware.com/legal-and-copyright">https://www.Absolute NetMotion Services</a> is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional Absolute NetMotion Services must be obtained directly from Absolute NetMotion either upon purchase or installation of the Absolute NetMotion Services. Absolute NetMotion Services are subject to Absolute NetMotion's terms and conditions and can be viewed here: https://www.Absolute NetMotionsoftware.com/legal-and-copyright.

Verizon Wireless will direct Absolute NetMotion to fulfill Customer's Absolute NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for Absolute NetMotion Services must be obtained directly from Absolute NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to Absolute NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Absolute NetMotion representatives.

therefore, this plan does not even attempt best effort delivery to other carriers.

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Enterprise Gateway for Public Safety Enterprise Messaging for Public Safety is NOT eligible for monthly access fee discounts				
# Messages Included Monthly Access Per Message Rate After Allowance				
Public Safety Unlimited*	(83431)	\$0.00 (For Public Safety/First Responders only as defined below*)	N/A	
Note: This plan is limited	to Verizon On-N	et Messaging Only and customers are not provided with	an Inter-Carrier code for this offer;	

Enhanced Messaging Plans
SMS Only for EMAG Enhanced Plans
The monthly access fee discounts are reflected in the pricing below. NO Further discounts apply.

# Messages Included

Monthly Access
Per Message Rate After Allowance

Enhanced Public Safety Unlimited\* (67772)
\$0.00
(For Public Safety/First Responders only as defined below\*)

**Note:** This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.

\*The \$0.00 Monthly Access Unlimited plan and the \$0 Enhanced Messaging Plans above are only available to Public Safety/First Responders classified with the following NAICS Codes:

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
Commercial Sectors
926130 Regulation and Administration of Comms, Electric,
Gas, Utilities
921150 American Indian and Alaska Native Tribal
Governments
921190 Other General Government Support
921110 Executive Offices

The monthly access fee discounts are reflected in the pricing below. <b>NO</b> further discounts apply.			
Text Only (SMS)			
# Messages Include	d	Monthly Access	Per Message Rate After Allowance
15,000	(98209)	\$37.50	\$0.01
100,000	(98212)	\$150	\$0.01
500,000	(98213)	\$731.25	\$0.01
1,000,000	(98215)	\$1,387.50	\$0.01
5,000,000	(98233)	\$6,750	\$0.005

**Note:** This Plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.

Text & Multimedia (SMS/MMS)				
# Messages Include	ed	Monthly Access	Per Message Rate After Allowance	
15,000	(98234)	\$75	\$0.02	
100,000	(98235)	\$300	\$0.02	
500,000	(98236)	\$1,462.50	\$0.02	
1,000,000	(98238)	\$2,775	\$0.02	
5,000,000	(98239)	\$13,500	\$0.01	

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Enhanced Messaging Plans SMS Only for EMAG Enhanced Plans The monthly access fee discounts are reflected in the pricing below. <u>NO</u> Further discounts apply.			
	ng Plans (SMS Only)		
# Messages Include	ed	Monthly Access	Per Message Rate After Allowance
15,000	(22041)	\$75	\$0.02
100,000	(22054)	\$468.75	\$0.02
500,000	(22088)	\$2,250	\$0.015
1,000,000	(22119)	\$4,200	\$0.013
5,000,000	(22127)	\$20,250	\$0.008

**Note:** This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.

#### **ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)**

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("EMAG") allows public safety customers ("Customer") to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("VZW") and it sets forth the terms and conditions under which Customer agrees to use and VZW agrees to provide access to EMAG. By using EMAG, Customer accepts these Terms of Service ("TOS"), which may be modified by VZW from time to time.

- 1. Enterprise Messaging. VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Plans allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Plans supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not quaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("MDNs") and a physical address within VZW's licensed service area. Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement.-Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan - Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Plans - One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.
- 2. Term and TOS Termination. The term of this TOS shall be one year from the date the Customer signs the TOS ("Effective Date"). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.
- 3. Intellectual Property. VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.
- 4. License Rights and Restrictions. Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG

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without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

- 5. Content. Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Provision of intercarrier messaging is provided through a third-party vendor. Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices)), third-party vendor guidelines and content standards, and VZW content standards (attached hereto as Exhibit "A"), which may updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (i.e., spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.
- 6. Consent Requirements. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.
- 7. HIPAA. EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information ("PHI") as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively, "HIPAA"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.
- 8. Fees. Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. VZW reserves the right to increase pricing upon thirty (30) days' notice.
- 9. Public Safety/First Responders: Additionally, for eligible NAICS Customers, Customer acknowledges and agrees that the SMS only \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety only and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities and no other activities.
- 10. Pilot Mobile Phone. VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.
- 11. Security and Unauthorized Code. Customer will comply with VZW's information security requirements available at <a href="http://www.verizon.com/suppliers">http://www.verizon.com/suppliers</a> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "Unauthorized Code" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the

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foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

- 12. Certification Tests. VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.
- 13. Data Retention and Access. VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days, after which time it is deleted. For messages sent or received over the Portal, VZW retains Customer message content for sixty (60) days, after which time it is deleted.
- 14. Customer Contact. Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.
- **15. Termination of Service.** VZW CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.
- **Service Limitations.** VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated form time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.
- 17. Disclaimer and Limitation of Liability. EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.
- **18. Indemnification.** Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.
- **Miscellaneous.** Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

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## Exhibit A VZW Content Standards

Customer may only provide content that is legal and does not include or provide access to content or material that falls into the following categories:

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;
- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of VZW or its affiliates.

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, no content and materials included shall disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

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Verizon Mobile Device Management (MDM): Government Subscribers			
These calling features reflect the monthly access charge discount. No additional discounts apply.			
Verizon MDM Feature	Access Fee		
Broadband Hotspot Management <sup>1</sup>	\$1.49/device per month or \$15/device per year		
Unified Endpoint Management <sup>2</sup>	\$1.00/device per month or \$10/device per year		

**Note:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. VzMDM supports select devices and operating systems and may require installation of a software agent. VzMDM features are ordered and billed separately; however, all supported options will appear and cannot be blocked. The Verizon MDM portal is a **CLOUD BASED SYSTEM** and accessed via an Internet Browser.

- ¹Broadband Hotspot Management (BBHS) currently supports the 5G M1000, MiFi 8800L, MiFi 7730L, AC791L, Jetpack 6620L, MHS 900L/LS, Orbic Speed RC 400L, BPC-100 (Business Phone Connect), and USB730L.
  - o Requires iOS 10 or Higher
  - o iPad OS 13 and higher
- <sup>2</sup> Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations from the VzMDM's customers' instance.
  - All services are billed at the account level
- Verizon customers, who want to assess new firmware or need more time for custom/corporate applications, are guided towards the Vienna Channel program

<sup>\*\*</sup>Due to a number of features that require HTML 5, Verizon MDM requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.

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#### c. Remove:

Critical Asset Tracking Solution						
Product Type	Description	escription Product SKU		Quantity		Price^
Location and Monitoring Software	Critical Asset Tracking product w/ MBLX CM1 device and 1GB Pooled Data US Only Plan	CATMBLXCM1US	35574912	Per Device		\$25.00
Product Type	Description	Product SKU	Quan	tity	Pi	rice
Hardware/Device Kit*	Critical Asset Tracking Mobilogix NA Device w/US Charger & Cable	GB CAT-MBLX-NA-DEVICE	E Per Device		(included in monthly software charge)	
Critical Asset Tracking Share Plan						

Monthly Access Fee	Critical Asset Tracking Share Plan Shared Data Allowance**	Data Overage Rate	Domestic Text Message Allowance
Included	1 GB per device	\$1.00 per MB	unlimited

**Notes:** Coverage includes the Verizon Wireless CAT-M1 network. Lines activated on this plan cannot be used outside the United States. Current data coverage details and additional plan information can be found at <a href="https://www.verizonwireless.com">www.verizonwireless.com</a>. \*Only the Critical Asset Tracking devices described above may be activated on this plan. Voice block is included in the plan and if removed, any voice usage incurred will be billed at \$0.25 per minute. Activation on this plan requires a 24-month Line Term.

Verizon Wireless will charge an ETF for lines terminated prior to the expiration of the Line Term. The amount of the ETF will be \$175.00, minus \$10.00 for each month that the line remains active (after the initial 6 months).

\*\*Data Sharing: Sharing is available only among M2M Lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need

^The monthly charge includes the location and monitoring software/platform access, hardware/device kit, and the data plan.

#### Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	\$15.00 (585853)	\$25.00 (585855)	\$35.00 (585857)
Annual Service Fee	\$156.00 (585854)	\$264.00 (585856)	\$372.00 (585858)

Canvas Features			
Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited

3<sup>rd</sup> Party Cloud Integration

DocuSign Envelope ID: E0CCD7FB-2F14-4C87-964D-5707CC89F124

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Phone Support

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Verizon Secure Cloud Gateway Core Package: Web Gateway	Verizon Secure Cloud Gateway Plus Package: Malware Defense		
Core Package delivers compliance based web gateway features to all devices	Plus Package delivers all Core Package features and advanced malware defense		
<ul> <li>Web and Content Filtering</li> <li>Protection for outdated browsers and Operating System (OS)</li> <li>Secured Socket Layer (SSL) visibility and traffic management</li> <li>Single pane of glass management</li> <li>Cloud apps and social media controls</li> <li>Advanced, near real-time reporting</li> <li>Flexible data traffic re-direction for devices, virtually everywhere</li> </ul>	<ul> <li>Advanced malware detection and prevention for polymorphic threats.</li> <li>Command and Control (CnC) callback monitoring across enterprise ports and protocols.</li> <li>Signature based intrusion detection and prevention.</li> <li>Protection across all devices and locations including HQ, remote offices, mobile and Bring Your Own Device (BYOD).</li> <li>Behavioral Malware Sandboxing</li> </ul>		
Note: Pricing includes 24/7 Mission Critical Support and Basic Implementation Support (8 hours of policy setup and dashboard help).			