

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

Cellco Partnership dba Verizon Wireless	DATE ISSUED:	June 25, 2019
10170 Junction Drive, Floor 2	CURRENT REFERENCE NO:	19-230-R
Annapolis Junction, MD 20701		Telecommunications Services: Wireless Digital Voice & Data Services, Associated
	CONTRACT TITLE:	Services/Equipment

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-230-R including any attachments or amendments thereto.

EFFECTIVE DATE: June 25, 2019

EXPIRES: June 30, 2021

RENEWALS: FIVE (5) RENEWALS

COMMODITY CODE(S): 91575

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 19-230-R

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Todd Loccisano

VENDOR TEL. NO.: (703) 795-5242

EMAIL ADDRESS: todd.loccisano@one.verizon.com

COUNTY CONTACT: Ishai Trani, DTS, Technology Services

COUNTY TEL. NO.: (703) 228-3408

COUNTY CONTACT EMAIL: itrani@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA OFFICE
OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201 RIDER**

AGREEMENT NO. 19-230-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Celco Partnership D/B/A Verizon Wireless ("Contractor"), a corporation with a place of business at 10170 Junction Drive Floor 2, Annapolis Junction, MD 20701 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the Fairfax County Government and Fairfax County Public Schools Wireless Digital Voice & Data Services, Associated Services/Equipment Contract Number #4400006679, Exhibit A, to include any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). The Contract Documents set forth the entire agreement between the County and the Contractor. Where the terms of this Agreement vary from the terms and conditions outlined in Exhibit A, the terms and conditions of this Agreement shall prevail.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County, subject to any modifications as provided for in the Contract Documents.

If the Fairfax County Government and Fairfax County Public Schools renews the Contract, the County may elect to renew this Agreement for the renewed contract unit prices for up to five (5) additional twelve (12) month periods from July 1, 2021 to June 30, 2026. However, if the Fairfax County Government and Fairfax County Public Schools is not renewed, this Agreement shall automatically expire on the date of the June 30, 2021 contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with Section 4 – Payment, at the unit prices set forth in Exhibit A for Work described in the Contract Documents and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt of a detailed invoice provided by the Contractor, subject to approval by the Project Officer and accepted by the County.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice. The termination date specified in the County's written notice shall not precede the date the written notice is provided to Contractor.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 entered for completion of work under this Contract, so that the provisions will be binding upon each subcontractor or vendor.

10. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

11. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 entered for completion of work under this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including reasonable court costs and reasonable attorney's fees awarded therein), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligence or other wrongful acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. The County shall: (a) provide Contractor with prompt Legal Notice of the claim; (b) allow the Contractor to control the defense and settlement of the claim, provided, however, that the Contractor shall not agree to any injunctive relief or settlement that obligates the County to perform any obligation, make and admission of guilt, fault or culpability, or incur any expense, without the County's prior written consent, which shall not be unreasonably withheld, delayed or conditions; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the Contractor. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

This Indemnification section does not extend to any use of Wireless Service.

13. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

14. DISPUTE RESOLUTION

Any dispute concerning this Agreement shall be decided by the County Manager. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

15. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and

regulations.

16. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

17. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses:

Contact Information for the Contractor:

Verizon Wireless
10170 Junction Drive
Annapolis Junction, MD 20701
Attn: Todd Loccisano
Email: todd.loccisano@one.verizon.com

Contact Information for the Department of Technology

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22203
Attn: Ishai Trani, Project Officer
Email: itrani@arlingtonva.us

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Tomeka Price, Buyer Email:
tprice@arlingtonva.us

18. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

19. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials and, employees, and agents shall be included as additional insureds on all policies, except Workers Compensation and Employer's Liability, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include a blanket additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent following the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

The Contractor shall, during the continuance of all work under the contract maintain the following insurance:

A. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

C. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

D. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts or omissions in the amount of \$1,000,000 per claim and in the aggregate.

E. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.

Arlington County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"

Additional Requirements

A. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

B. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

C. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

D. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

E. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

F. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.

3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and

omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.

7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

G. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY VIRGINIA

CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS

AUTHORIZED
SIGNATURE: Sharon Lewis

AUTHORIZED
SIGNATURE: 

NAME: SHARON T. LEWIS
TITLE: PURCHASING DIVISION CHIEF

NAME AND
TITLE: Todd Loccisano, Executive Director - Enterprise &
Government Contracts

DATE: 06/25/2019

DATE: 6/14/2019



EXHIBIT A

Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

FEB 26 2016

Verizon Wireless
Attn: Todd Loccisano
7600 Montpelier Road
Laurel, MD 20723

Reference: RFP 2000001706- Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment.

Dear Mr. Loccisano:

Acceptance Agreement

Contract Number: 4400006679

This acceptance agreement signifies a contract award to Verizon Wireless for Wireless Digital & Data Services, Associated Services/Equipment.

The period of the contract shall be from July 1, 2016 through June 30, 2021 with the option to renew for five (5) additional one year period.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 2000001706 Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment, and all addenda;
3. Your Proposal dated October 06, 2015;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,

Michelle R. Pratt
Acting Director

MRP/lis

Boat
2/26/16



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

Todd Loccisano
Executive Director, Government Contracts
Verizon Wireless
7600 Montpelier Road
Laurel, MD 20723

FEB 26 2016

Reference: Memorandum of Negotiations
RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data
Services, Associated Services/ Equipment

Dear Mr. Loccisano:

Thank you for responding to Request for Proposal, RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. Enclosed with this letter is the Memorandum of Negotiations, which defines the final agreement between your firm and Fairfax County Public Schools and Fairfax County Government.

Please review the Memorandum of Negotiation, execute a legal authorized signature in the space provided, and return it to my office by 3:00 PM Eastern Standard Time on Tuesday February 23, 2016. After I receive the signed Memorandum of Negotiations, I will return an executed copy to you along with the Acceptance Agreement which signifies award of this contract to your firm.

If you have any questions or need additional information, don't hesitate to contact me at 571-423-3581 or via email lsultan@fcps.edu. Thank you for your interest in Fairfax County Public Schools and Fairfax County Government's requirements and we hope that you will bid on future requirements.

Sincerely,

Laila Sultan, CPPB
Contract Administrator

Attached: Memorandum of Negotiations

DISTRIBUTION:

FCPS- DIT
FCPS- OPS
FCG- DIT
Verizon

BAW
2/26/16



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

MEMORANDUM OF NEGOTIATION
RFP2000001706

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County/FCG or FCPS) and Verizon Wireless (hereinafter called the Contractor) hereby agree to the following in the execution of Contract Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment.

The final contract contains the following items:

- a. Fairfax County's Request for Proposal RFP2000001706 and all Addenda;
- b. Verizon Wireless Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Revised Pricing Summary;
- d. Revised BAFO dated February 12, 2016;
- e. Edits to Revised BAFO outlined below;
- f. All subsequent amendments to the contract;
- g. RFP2000001706 terms and conditions supersede all other documents unless identified in this Memo of Negotiations.

The following provisions were negotiated and are incorporated in the contract:

1. Verizon Wireless has proposed an inventory of 20 devices for shelf stock. This is a little more than 1% of the number of lines in service FCPS/FCG currently has with Verizon Wireless. Verizon Wireless will reassess the inventory quantity as the number of lines FCPS/FCG has from Verizon Wireless grows.
2. Verizon Wireless will provide historical billing data up to seven (7) years and can be retrieved by FCPS and FCG at no additional cost.
3. Verizon Wireless agrees to recalculate the shelf stock inventory once a year to provide 1% based on the existing lines FCPS and FCG has with Verizon Wireless.
4. Customers transitioning their wireless services to the agreed upon contract between Verizon Wireless and FCG are eligible to receive the following per line credits:
 - \$150 credit for voice and data plans
 - \$75 credit for voice only plans
 - \$100 credit for mobile broadband plansTransition Credits apply to the Base Period only and will be applied to FCPS/FCG invoice after new wireless lines of service are transitioned to the FCPS/ FCG contract or a new order issued under the FCPS/ FCG contract. This offer applies to new activations and eligible upgrades that have not received promotional bill incentive credit within 10

months from time of transition only. This offer cannot be combined with any other credit offers. Offer expires 120 days from date of award.

5. Verizon is offering a standalone agreement between FCPS/FCG and Verizon Wireless. All references to GSA FSS pricing, terms and conditions have been removed.
6. FCG in building Solution/Coverage will be incorporated as an amendment at a future date.
7. Edits to BAFO dated February 12, 2016:

Page 107: Propriety Information- Not Applicable
Page 128: Paragraph 25- Offeror agrees to this Special Provision
Page 130: Paragraph 37- Offeror agrees to this Special Provision

All other prices, terms, and conditions remain the same.

ACCEPTED BY:



Name: Todd Loconsano
Verizon Executive Director-Government Contracts

2/23/2016
Date



Michelle R. Pratt, Acting Director
Office of Procurement Services

2/24/16
Date



In the event of any discrepancy between the pricing and descriptions included on this form and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the Verizon Wireless Pricing Section of this quote shall take precedence. Please see pricing section of this bid for complete pricing details, terms and conditions.

RFP2000001706
Appendix C

PRICING SUMMARY SHEET
(Ref. Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE

0 pooled minutes	\$ N/A*		\$ N/A*	Includes Voicemail
0 pooled minutes with unlimited text messaging	\$ N/A*		\$ N/A*	Includes Voicemail
0 pooled minutes with unlimited two-way radio and unlimited text messaging	\$ N/A*		\$ N/A*	Includes Voicemail
200 pooled minutes	\$ N/A*		\$ N/A*	Includes Voicemail
300 pooled minutes	\$ 25.99	21.54%	\$ 20.39**	Includes Voicemail
450 pooled minutes	\$ 33.74	28.90%	\$ 23.99**	Includes Voicemail
600 pooled minutes	\$ N/A*	N/A*	\$ N/A*	
450 pooled minutes with unlimited text messaging	\$ 43.74	45.15%	\$ 23.99**	Includes Voicemail
450 pooled minutes with unlimited two-way radio, PTT, unlimited text messaging	\$ 45.74	43.18%	\$ 25.99**	Includes Voicemail Price includes Push-to-Talk feature cost
Unlimited minutes	\$ 52.49	4.75%	\$ 49.99**	Includes Voicemail
Unlimited minutes with unlimited text messaging ¹	\$ 52.49	4.75%	\$ 49.99**	Includes Voicemail
Unlimited minutes with unlimited text messaging, unlimited two-way radio, PTT	\$ 51.99	N/A	\$ 51.99**	Includes Voicemail Price includes Push-to-Talk feature cost
Unlimited Two-Way Radio	\$ N/A*		\$ N/A*	
Unlimited Text Messaging	\$ 10.00	N/A	\$ 10.00	Feature add-on cost to eligible price plans
Voice Coverage Rate	\$ 0.25 /minute	N/A	\$ 0.25 /minute	
Charge per line for shared/pooled plans	\$ N/A	N/A	\$ N/A	Proposed prices above include pricing for pooled plans
Paging thru phone	\$ N/A	N/A	\$ N/A	PTT+ feature includes send me a call-alert option as a phone paging option
Group Paging thru phone	\$ N/A	N/A	\$ N/A	
PTT Unlimited	\$ 2.00	N/A	\$ 2.00	Feature add-on cost to eligible price plans
Voice Mail	\$ N/A	N/A	\$ N/A	Included at no additional cost

58

*In order to offer the most aggressive pricing available under a standalone contract, we have limited our offer to select wireless service plans that will provide the best value to FCPS/FCG. Additional discounts on pricing plans may be available once total lines under resultant contract exceed 10,000.

Because USAC does not permit the change of contracts during a Funding Year, Fairfax County Public Schools would be eligible to move E-rate funded lines to a contract awarded under RFP 2000001706 in the 2016 Funding Year.

**Price includes Unlimited Domestic Text/PIX/FLIX messages for FCPS/FCG subscribers at no additional cost.



In the event of any discrepancy between the pricing and descriptions included on this form and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the RFP2000001706 Verizon Wireless Pricing Section of this quote shall take precedence. Please see pricing section of this bid for complete pricing details, terms and conditions. Appendix C

PRICING SUMMARY SHEET

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$ N/A*		\$ N/A*	Includes Voicemail
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$ N/A*		\$ N/A*	Includes Voicemail
300 pooled minutes with unlimited data, and unlimited text	\$ 55.99	8.93%	\$ 50.99**	Includes Voicemail
300 pooled minutes with unlimited data, unlimited text, unlimited tethering**	\$ 65.99	7.57%	\$ 60.99**	Includes Voicemail Price includes tethering feature cost
450 pooled minutes with unlimited data, unlimited text	\$ 63.74	13.73%	\$ 54.99**	Includes Voicemail Price includes text msg feature cost
450 pooled minutes with unlimited data, unlimited text, unlimited tethering***	\$ 83.74	22.39%	\$ 64.99**	Includes Voicemail Price includes tethering feature cost
450 pooled minutes with unlimited data, unlimited text, PTT	\$ 73.74	11.87%	\$ 64.99**	Includes Voicemail Price includes PTT feature cost
Unlimited minutes with unlimited data, unlimited text	\$ 74.99	N/A	\$ 74.99*	Includes Voicemail
Unlimited minutes with unlimited data, unlimited text, unlimited tethering***	\$ 84.99	N/A	\$ 84.99*	Includes Voicemail Price includes tethering feature cost
Unlimited Text Messaging	\$ 10.00	N/A	\$ 10.00	Feature add-on cost to eligible price plans
Unlimited Tethering***	\$ 10.00	N/A	\$ 10.00	If unlimited tethering is not available, please outline pricing and applicable tiers of tethering service.
GPS (Directions)	\$ 9.99	N/A	\$ 9.99	VZ Navigator - available as a downloadable application
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$ N/A 5 MB \$ N/A 10 MB \$ N/A 25 MB	N/A	\$ N/A 5 MB \$ N/A 10 MB \$ N/A 25 MB	Verizon Wireless offers two (2) options under Field Force Manager to meet this tracking requirement: - Basic: \$23.99 - Premium: \$39.99
Voice Overage Rate (/ minute)	\$ 0.25 / minute	N/A	\$ 0.25 / minute	
Data Overage Rate	\$ N/A / MB	N/A	\$ N/A / MB	Unlimited Domestic Data Allowance for Email Included with Voice & Data Bundle Plans

*In order to offer the most aggressive pricing available under a standalone contract, we have limited our offer to select wireless service plans that will provide the best value to FCPS/FCG.

**Price includes Unlimited Domestic Text/PIX/FLIX messages for FCPS/FCG subscribers at no additional cost.

***Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. Anyone using more than 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice, in the event that advance notification is not practically possible. We also reserve the right to terminate service upon notification to the customer.



In the event of any discrepancy between the pricing and descriptions included on this form and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the RFP2000001706 Verizon Wireless Pricing Section of this quote shall take precedence. Please see pricing section of this bid Appendix C for complete pricing details, terms and conditions.

PRICING SUMMARY SHEET

(Ref: Special Provisions, (Pricing Plans), Paragraph 8.6 and 8.12)

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$ 39.99	N/A	\$ 39.99***	For internet devices, Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.
iPhone 4GB Standalone	\$ N/A*		\$ N/A*	
iPhone Unlimited Standalone	\$ N/A*		\$ N/A*	
Blackberry 4GB Standalone	\$ N/A*		\$ N/A*	

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
Current No-Cost Cell Phone Device:	Samsung Convoy 3	\$0.00**	-Battery Cover Removal Tool -Wall/USB Charger -Standard Lithium Ion 1300mAh Battery
Current No-Cost Cell Phone Rugged Device:	Kyocera DuraXV+	\$0.00**	-Pre-Installed SIM Card & 4G microSD Card -Wall/USB Charger -Standard Lithium Ion 1500mAh Battery

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	Apple iPhone 5S 4G LTE 16GB	\$0.00***	-Apple EarPods w/Remote and Mic -Non Removable Lithium Ion Battery -Pre-Installed SIM Card -USB Cable -USB Power Adapter
Smartphone Replacement for existing line of service (non-warranty) (Full Retail Price, not eligible to upgrade)	Apple iPhone 5S 4G LTE 16GB	\$ 449.99	-Apple EarPods w/Remote and Mic -Non Removable Lithium Ion Battery -Pre-Installed SIM Card -USB Cable -USB Power Adapter
Smartphone Upgrade to the most recent model release (Eligible Upgrade Price)	Apple iPhone 6 Plus 4G LTE 16GB	\$ 199.99	-Apple EarPods w/Remote and Mic -Non Removable Lithium Ion Battery -USB Cable -USB Power Adapter
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	N/A	N/A	Not to exceed 20 devices annually at the current promotional/matrix price. Device options to include \$0.00 devices.
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	N/A	N/A	Not to exceed 20 devices annually at the current promotional/matrix price. Device options to include \$0.00 devices.
Discount off manufacturer list price for additional items not listed above	Discounts and Pricing Varies _____%		

*In order to offer the most aggressive pricing available under a standalone contract, we have limited our offer to select wireless service plans that will provide the best value to FCPS/FCG.



****Applies to new activation of service or eligible upgrades on plans with a minimum monthly access of \$14.99 or greater (after negotiated discount). FCPS are not eligible to receive this promotion. Promotional Offer expires March 31, 2016.**

*****Promotional equipment pricing is only available for government liable customers that activate Unlimited BlackBerry/Unlimited Wireless Sync Plans with a qualifying monthly voice plan of \$19.99 or greater. Data only BlackBerry/Smartphone plans are not eligible. Voice and Data Add a Line Share Plans are eligible provided they meet the minimum access requirement. Plans must have a combined monthly access (Voice and Data) of \$46.15 or greater. FCPS are not eligible to receive this promotion. Promotional Offer expires March 31, 2016.**

******Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. Anyone using more than 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice, in the event that advance notification is not practically possible. We also reserve the right to terminate service upon notification to the customer.**

Customers transitioning their wireless services to the agreed upon contract between Verizon Wireless and FCG are eligible to receive the following per line credits:

-\$150 credit for voice and data plans

-\$75 credit for voice only plans

-\$100 credit for mobile broadband plans

Transition Credits apply to the Base Period only and will be applied to FCG's invoice after new wireless lines of service are transitioned to the FCG contract or a new order issued under the FCG contract. This offer applies to new activations and eligible upgrades that have not received promotional bill incentive credit within 10 months from time of transition only. This offer cannot be combined with any other credit offers. Offer expires 120 days from date of award.



In the event of any discrepancy between the pricing and descriptions included on this form and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the Verizon Wireless Pricing Section of this quote shall take precedence. Please see pricing section of this bid for complete pricing details, terms and conditions.

RFP2000001706
Appendix C

VALUE ADDED SERVICES Ref.Par. 9	This will not be part of the overall evaluation
Item	Description
Employee Discounts Paragraph 9.1	Standard government employee discount is 15% off of monthly service plans.
In-Building Solutions Paragraph 9.2	Pricing varies and is determined upon completion of a site walk evaluation.

Mobile Device Management (MDM)

Item	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
MDM Solutions Paragraph 8.11 H	Pricing \$ Below*	Pricing Below*	Pricing \$ Below*	MobileIron is available as an "Open Market" item. There are 3 tiers/bundles of MobileIron service: Silver, Gold and Platinum. See below for pricing and additional details.

Accessories

Item	Percent Discount	Comments
Leather Holster	100%	\$0.00 Holster not to exceed retail price of \$29.99
Wall Charger	25%	Included with equipment purchase at no additional charge. Additional wall charger is at cost with 25% discount off of retail price.
Vehicle Charger	100%	\$0.00 VPC not to exceed retail price of \$39.99
Battery	25%	Included with equipment purchase at no additional charge. Additional batteries, as available, is at cost with 25% discount off of retail price.
Tethering Cord	100%	\$0.00 USB Cable not to exceed retail price of \$19.99
Discount for accessory items not listed above **	25%	

**Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories.

Overnight delivery \$ 12.99 - Standard overnight delivery, pricing is subject to change

*Sample pricing:

Tier/Bundle	Type Pricing	Model	Open Market List Price	
Silver	Perpetual license	Device	\$75.00	Silver Bundle: Provides device and application security. Supports Bring Your Own Device, secure email access (secure ActiveSync) and Multi-OS Security. Licenses available per device and per user (up to 3 devices).
Silver	Annual Maintenance Support	Device	\$17.25	
Silver	Annual Subscription license	Device	\$48.00	
Silver	Perpetual license	User	\$110.00	Gold Bundle: Adds application and content enablement. Supports AppConnect enabled apps including containerization and app wrapping, mobile document security, sharing and storage, and secure web access in addition to Silver Bundle features.
Silver	Annual Maintenance Support	User	\$25.30	
Silver	Annual Subscription license	User	\$72.00	
Gold	Perpetual license	Device	\$100.00	Platinum Bundle: Adds Business and IT Transformation. Supports Help Desk tools, secure access to all managed applications, data usage monitoring in addition to Gold Bundle features.
Gold	Annual Maintenance Support	Device	\$23.00	
Gold	Annual Subscription license	Device	\$66.00	
Gold	Perpetual license	User	\$150.00	
Gold	Annual Maintenance Support	User	\$34.30	
Gold	Annual Subscription license	User	\$96.00	
Platinum	Perpetual license	Device	\$125.00	
Platinum	Annual Maintenance Support	Device	\$28.75	
Platinum	Annual Subscription license	Device	\$84.00	
Platinum	Perpetual license	User	\$190.00	
Platinum	Annual Maintenance Support	User	\$43.70	
Platinum	Annual Subscription license	User	\$120.00	



SECTION I – PRICING

Activation Fees and Early Termination Fees are waived for Government-liable Subscribers

a. FCPS/FCG Pricing

The pricing tables below correspond with the custom pricing that is available to FCPS/FCG under the agreed upon contract.

America's ChoiceSM for Government Voice Calling Plans for FCPS/FCG Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
300 Voice Minutes	
Domestic Anytime Voice Minutes Per Month	300
Monthly Access Charge (pooled minutes)	\$19.99
Overage Rate	\$0.25 per minute
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Text/PIX/FLIX Messages	Unlimited
Domestic Long Distance	Included
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.	

America's ChoiceSM for Business II Calling Plans for FCPS/FCG Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
450 Voice	
AC for Business Voice Calling Plans	450
Domestic Anytime Minutes Per Month	450
Domestic Monthly Access Charge (pooled minutes)	\$23.99
Overage Rate	\$0.25 per minute
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Text/PIX/FLIX Messages	Unlimited
Domestic Long Distance Rate	Included
Unlimited Push to Talk	\$2.00 additional per user, per month
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Price includes Unlimited Domestic Text/PIX/FLIX messages for FCPS/FCG subscribers at no additional cost.	



Nationwide Unlimited Calling Plan for FCPS/FCG Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
America's Choice SM for Government Voice Flat Rate Plan	
Monthly Access Charge	\$49.99
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Domestic Text/PIX/FLIX Messages	Unlimited
Domestic Long Distance	Included
Data Sent & Received**	\$1.99/ MB per data package

(Domestic) America's ChoiceSM for Government Voice & Data Plans for FCPS/FCG Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
300 Minute Voice/Data Bundle	
Domestic Anytime Voice Minutes Per Month	300
Monthly Access Charge (pooled minutes):	\$50.99
Overage Rate	\$0.25 per minute
Domestic Data Allowance for Email	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependent)
Domestic Long Distance	Included
<p>NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. *Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.</p>	



America's ChoiceSM for Government Choice Voice & Data Plans	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
AC for Government Choice Voice & Data Plans:	450 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	450
Monthly Access Charge (pooled minutes)	\$54.99
Overage Rate	\$0.25 per minute
Domestic Data Allowance for Email	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. *Price includes Unlimited Domestic Text/PIX/FLIX messages for FCPS/FCG subscribers at no additional cost.

Nationwide Unlimited Calling Plan Unlimited (Domestic) BlackBerry/Smartphone Voice, Text, and Data for FCPS/FCG Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
Monthly Access Charge:	\$74.99
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance for Email	Unlimited
Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependent)

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.**Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the BlackBerry/Smartphone Shared Minute plan. *Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.



Public Sector Mobile Broadband/M2M Plans for FCPS/FCG Subscribers Only				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	15 Gigabytes	20 Gigabytes
Monthly Access Charge	\$37.50 \$39.99	\$52.50 \$59.99	\$67.50 \$89.99	\$82.50 \$99.99
Shared Domestic Data Allowance	5GB	10GB	15GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte			
National Access Roaming	\$0.002 per Kilobyte			
<p>Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. Data Sharing: 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. Plan changes may not take effect until the billing cycle following the change request. Current National Access and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.</p>				

Mobile Broadband Access Calling Plan for FCPS/FCG Subscribers Only	
A discount has been applied and this plan is not eligible for any further discounts.	
Mobile Broadband Access Only	
Discounted Monthly Access Fee	\$39.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance¹	Included
<p>NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.</p>	

Mobile Broadband Access Connect/Hot Spot Feature Plans			
Discount has already been applied as indicated herein and is not eligible for any further discount.			
	Optional Feature Access Fee	Data Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	\$10.00	Unlimited	\$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data-only plan)	\$15.00		
<p>NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.</p>			



Verizon Wireless Terms and Conditions

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect sm ^{4,6} (Directory Assistance)	Basic TTXT Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to**

Talk capable Equipment with the new plan. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm Monday through Friday.*

*NOTE: If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TEXT Messaging: TEXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TEXT Messages sent to most SMS handsets will be delivered as multiple TEXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TEXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TEXT Messaging or Enhanced TEXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TEXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TEXT/PIX/FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TEXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TEXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TEXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.



V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (i-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying

calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Verizon Wireless will make best efforts to notify FCPS/FCG prior to termination of service. **Verizon Wireless will limit throughput of data speeds should 5GB (or the assigned Domestic Data Throughput Limitation GB Allowance) of data be used within a given bill cycle.** Anyone using more than 5 GB (or the assigned Domestic Data Throughput Limitation GB Allowance) per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync

service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Mobile Broadband Machine-to-Machine plan sharing option. Multi-Account Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share

Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: 1A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.

Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice. Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – October 1, 2015 is 4.14% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 16.7%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The



Regulatory Charge is a flat charge of \$0.18 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.



B. Equipment and Accessories

The Government Equipment Matrix below reflects the pricing for equipment that is being made available to Government Liable Subscribers. None of the listed equipment are products listed on the agreed upon contract between Verizon Wireless and FCPS/FCG. The prices of equipment in the attached Equipment Matrix have been discounted and are in effect through 12/31/15 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 18 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 18 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 18 month upgrade policy.

Voice Devices	
Device	Price
LG Cosmos 3 (VN251S)	\$0.00*
LG Exalt (VN360)	\$79.99
LG Exalt II	\$79.99
LG Extravert 2 (VN280)	\$79.99
LG Revere 3 (VN170)	\$0.00*
Samsung Gusto 3 (Dark Blue SMB311ZKA)	\$0.00
Kyocera DuraXV Camera (KYOE4520) / Non Camera (KYOE4520NC)	\$0.00*

**Promotional equipment pricing is only available for government-liable customers that activate a qualifying voice rate plan with a monthly access of \$14.99 or greater (prior to discount). Promotional offer expires March 31, 2016.*

Push to Talk Devices	
Device	Price
Samsung Convoy 3 (SCH-u680MAV)	\$0.00*
Kyocera DuraXV+ Camera (KYOE4520PTT) / Non Camera (KYOE4520NCPTT)	\$0.00*

**Promotional equipment pricing is only available for government-liable customers that activate a qualifying voice rate plan with a monthly access of \$14.99 or greater (prior to discount). Promotional offer expires March 31, 2016.*



BlackBerry Devices	
Device	Price
BlackBerry Q10 (Black - BBSQN100-2) / (White - BBSQN100-2W)	\$0.00
BlackBerry Z10 (Black - BBSTL100-4) / (White - BBSTL1004W)	\$0.00
BlackBerry Z30 (BBSTA100-3)	\$0.00** (while supplies last)
BlackBerry® Classic 4G LTE (Camera- BBSQC100-3) / (Non Camera- BBSQC100-5)	\$0.00*

****Promotional equipment pricing is only available for government-liable customers that activate Unlimited BlackBerry/Unlimited Wireless Sync Plans with a qualifying monthly voice plan of \$20.00 or greater. BlackBerry/Smartphone data only plans are not eligible. Voice and Data add-a-line Share Plans are eligible provided they meet the minimum access requirement. Plans must have a combined monthly access (voice and data) of \$46.15 or greater. Promotional offer expires March 31, 2016.**

Smartphone Devices	
Device	Price
HTC All New One (M8) (Glacial Silver - HTC6525LVWSIL) (Metal Gray - HTC6525LVW)	\$99.99
HTC One (M8) for Windows 4G LTE (HTC6995LVW)	\$99.99
HTC One (HTC6500LVW)	\$0.00 (while supplies last)
HTC One remix 4G LTE (HTC6515LVW)	\$99.99
HTC Desire 526 4G LTE	\$69.99
HTC Desire 612 4G LTE (HTC331ZLVW)	\$19.99
HTC Desire 626 4G LTE	\$29.99
HTC One M9 4G LTE (Gold on Silver HTC6535LVWSG) (Gunmetal Gray HTC6535LVW)	\$199.99
KYOCERA Brigadier 4G LTE (KYO6782)	\$0.00**
KYOCERA Hydro Elite (KYO6750)	\$99.99
LG G2 (LG-VS980)	\$29.99 (while supplies last)
LG G3 4G LTE (Black - LG-VS985) / (White - LG-VS985W) (Blaze Red - LG-VS985R)	\$49.99**
LG G4 4G LTE (Black Leather-LG-VS986LD) / Ceramic White-LG-VS986W) (Metallic Gray-LG-VS986)	\$99.99**
LG Lancet 4G LTE	\$19.99



(LG-VW820)	
LG Lancel for Android 4G LTE	\$69.99
Microsoft Lumia 735 4G LTE (MS735G)	\$29.99
Motorola DROID MAXX 16GB (Black - MOTXT1080M) / (Red - MOTXT1080MR16)	\$0.00
Motorola DROID MINI (Black - MOTXT1030) / (Red - MOTXT1030R) (White - MOTXT1030W)	\$0.00
Motorola DROID RAZR M (White - MOTXT907W)	\$0.99
Motorola Moto X (Black - MOTXT1060) / (White - MOTXT1060W)	\$49.99
Motorola DROID Turbo 4G LTE 32GB (Metallic Blue Accent - MOTXT1254GBNB) (Metallic Orange Accent - MOTXT1254GBNO) (Metallic Violet Accent - MOTXT1254GBNV) (Metallic Black -MOTXT1254)	\$19.99*
Motorola Droid Turbo 64GB (Ballistic Nylon-MOTXT1254BN64)	\$69.99**
Samsung Galaxy Note5 4G LTE 32GB (Black Sapphire-SMN920VZKA) White Pearl-SMN920VZWA)	\$249.99**
Samsung Galaxy Note5 4G LTE 64GB (Black Sapphire-SMN920VZKE)	\$399.99
Galaxy Note 4 4G LTE 32GB (Charcoal Black -SMN910VZKE) (Frost White - SMN910VZWE)	\$149.99**
Samsung Galaxy S4 16GB in Black Mist (SCHI545PKVPS)	\$199.99 (While Supplies Last)
Samsung Galaxy S 5 4G LTE - 16GB (Charcoal Black - SMG900VZKV) (Shimmery White - SMG900VZWV)	\$49.99*
Samsung Galaxy Note Edge 4G LTE (SMN915VZKE)	\$399.99
Samsung Galaxy Core Prime 4G LTE (SMG360VHAA)	\$29.99
Samsung Galaxy S 6 4G LTE 32GB Black (Sapphire - SMG920VZKA) (Gold Platinum - SMG920VZDA) (White Pearl - SMG920VZWA)	\$149.99**
Samsung Galaxy S 6 4G LTE 64GB (Black Sapphire - SMG920VZKE) (Gold Platinum - SMG920VZDE) (White Pearl - SMG920VZWE)	\$299.99
Samsung Galaxy S 6 4G LTE 128GB Black (Sapphire - SMG920VZKF) (Gold Platinum - SMG920VZDF) (White Pearl - SMG920VZWF)	\$399.99



Samsung Galaxy S 6 Edge 4G LTE 32GB Black (Sapphire -SMG925VZKA) (Gold Platinum - SMG925VZDA) (White Pearl - SMG925VZWA)	\$299.99
Galaxy S 6 Edge 4G LTE 64GB (Black Sapphire -SMG925VZKE) (Gold Platinum - SMG925VZDE) (White Pear - SMG925VZWE)	\$399.99
Samsung Galaxy S 6 Edge 4G LTE 128GB (Black Sapphire - SMG925VZKF) (Gold Platinum - SMG925VZDF) (White Pearl - SMG925VZWF)	\$499.99
Samsung Galaxy S6 edge + 4G LTE 32GB	\$299.99
Samsung Galaxy S6 edge + 4G LTE 64GB	\$399.99

****Promotional equipment pricing is only available for government-liable customers that activate Unlimited BlackBerry/Unlimited Wireless Sync Plans with a qualifying monthly voice plan of \$20.00 or greater. BlackBerry/Smartphone data only plans are not eligible. Voice and Data add-a-line Share Plans are eligible provided they meet the minimum access requirement. Plans must have a combined monthly access (voice and data) of \$46.15 or greater. Promotional offer expires March 31, 2016.**

3G/4G USB Modem/MiFi Devices	
Device	Price
VZW Jetpack 4G LTE Mobile Hotspot MiFi 6620L	\$0.00***
Verizon Ellipsis MHS 700L Jetpack 4G LTE	\$0.00
Ellipsis Jetpack MHS800L 4G LTE (MHS800L)	\$0.00
MiFi Global USB Modem 620L 4G LTE	\$0.00
VZW Jetpack 4G LTE Mobile Hotspot AC791L	\$99.99

*****Promotional equipment pricing is only available for government-liable customers that activate an Unlimited Mobile Broadband Plan or Machine-to-Machine Plan with a monthly access of \$27.99 or higher. Excludes Share Everything Plans. Promotional offer expires March 31, 2016.**



Apple® Devices	
Device	Price
iPhone 5c 8GB	\$0.00**
iPhone 5s 16GB	\$0.00**
iPhone 5s 32GB	\$49.99
iPhone 6 16GB	\$99.99
iPhone 6 64GB	\$199.99
iPhone 6 128GB	\$299.99
iPhone 6 Plus 16GB	\$199.99
iPhone 6 Plus 64GB	\$299.99
iPhone 6 Plus 128GB	\$399.99
iPhone 6S 16GB	\$199.99
iPhone 6S 64GB	\$299.99
iPhone 6S 128GB	\$399.99
iPhone 6S Plus 16GB	\$299.99
iPhone 6S Plus 64GB	\$399.99
iPhone 6S Plus 128GB	\$499.99

****Promotional equipment pricing is only available for government-liable customers that activate Unlimited BlackBerry/Unlimited Wireless Sync Plans with a qualifying monthly voice plan of \$20.00 or greater. BlackBerry/Smartphone data only plans are not eligible. Voice and Data add-a-line Share Plans are eligible provided they meet the minimum access requirement. Plans must have a combined monthly access (voice and data) of \$46.15 or greater. Promotional offer expires March 31, 2016.**

Verizon Wireless provides a variety of accessories to complement and enhance the usefulness of the various wireless devices it offers. The wireless devices are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain devices. Accessories provided may vary by device. Other accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, as well as current charges, please visit www.verizonwireless.com or contact your Account Manager.



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

OCT 06 2016

AMENDMENT NO. 1

CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
Cellco Partnership Db a Verizon Wireless 7600 Montpelier Road Laurel, MD 20723	1000011529	4400006679

By mutual agreement, Contract 4400006679 is amended as follows:

The (Domestic) America's Choice for Government Voice & Data Plans for FCPS/FCG Subscriber Only Plan's monthly access charge is reduced from \$50.99 to \$42.99 per chart below:

(Domestic) America's Choice for Government Voice & Data Plans for FCPS/FCG	
The calling plans below reflect the monthly access charge discount. No additional discounts	
	300 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per	300
Monthly Access Charge pooled	\$42.99
Overage Rate	\$0.25 per minute
Domestic Data Allowance for Email	Un
Domestic Night & Weekend Minutes	Un
Domestic Mobile to Mobile Minutes	Un
Domestic Text/PIX/FLIX Messages	Un
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependent)
Domestic Long Distance	Included

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject


to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. *Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.

VJO
10-11-16

Contract 4400006679
Amendment 1
Page 2 of 2

All other prices terms and conditions remain unchanged.

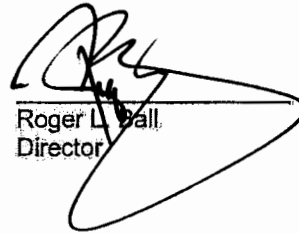
ACCEPTANCE:

BY: 
Signature

Todd Loccisano
Printed Name

Executive Director - Enterprise & Government Contracts
Title

October 5, 2016
Date


Roger L. Ball,
Director

RLB/lb

DISTRIBUTION:

Contractor
FCPS -DIT – Jean Welsh
FCG - DIT – Tony Cheatham

OCT 02 2017

AMENDMENT NO. 2

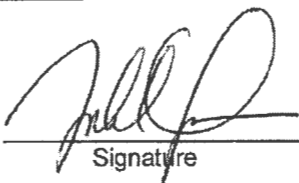
CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
Cellco Partnership Db a Verizon Wireless 7600 Montpelier Road Laurel, MD 20723	1000011529	4400006679

By mutual agreement, Contract 4400006679 is amended to incorporate additional Service Plans per Attachment 1.

All other prices terms and conditions remain unchanged.

ACCEPTANCE:

BY: 

Signature


Executive Director
Enterprise & Government Contracts
Title

Todd Loccisano

Printed Name

September 28, 2017

Date



Michelle R. Pratt
Acting Director

MRP/sm

DISTRIBUTION:

Contractor
FCPS -DIT – Jean Welsh
FCG - DIT – Tony Cheatham

BAT
10/2/17

Attachment 1

FAIRFAX COUNTY PUBLIC SCHOOLS/FAIRFAX COUNTY GOVERNMENT – PRICING

Activation Fees and Early Termination Fees are waived for Government-liable Subscribers

a. **FCPS/FCG Pricing**

The pricing tables below correspond with the custom pricing that is available to FCPS/FCG under the agreed upon contract.

Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License licenses are not eligible for any further discounts.	
Product	Monthly Access
Tablet	\$3.75
Inter-carrier (only any device)	\$3.75
3rd Party Web (HTML) API Client	\$3.75
Dispatch (License) Windows PC with PTT and mapping	\$22.50
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only	
Push to Talk Plus service is required.	
LMR licenses are not eligible for any further discounts.	
Product	Monthly Access
LMR Channel per account	\$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only	
(When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	\$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	\$8.25
Inter-carrier (any device)	\$8.25
3rd Party Web (HTML) API Client	\$8.25
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones ¹		Smartphones ¹			
Monthly Access Fee	\$35.00 (92731)	\$65.00 (92732)	\$75.00 (92736)	\$85.00 (92737)	\$95.00 (92738)	\$105.00 (92740)
Monthly Access Fee less discount	\$29.05	\$53.95	\$62.25	\$70.55	\$78.85	\$87.15
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	\$10.00 per GB					
Mobile Hotspot ²	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance ³	Unlimited Domestic and International Messaging					

Optional Feature

Domestic Push to Talk Plus	Additional monthly access fee of \$5.00 per line (device dependent)
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Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only. Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional \$15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. 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. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connecte d Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	\$5.00 (92739)	\$10.00 (92741)	\$35.00 (92742)	\$45.00 (92744)	\$55.00 (92745)	\$65.00 (92746)	\$75.00 (92747)
Monthly Access Fee less discount	\$5.00	\$10.00	\$29.05	\$37.35	\$45.65	\$53.95	\$62.25
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	\$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. 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. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	\$5.00 (94532)	\$65.00 (94495)	\$75.00 (94496)	\$85.00 (94497)	\$95.00 (94500)	\$105.00 (94504)
Monthly Access Fee less discount	\$5.00	\$53.95	\$62.25	\$70.55	\$78.85	\$87.15
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	\$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. 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. Plan changes may not take effect until the billing cycle following the change request.

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a **single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	Line Level Plans (e.g. Flexible Business Plans)	Account Level Plans (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk Price Plan (100 MB Data)	\$10.00	N/A
One Talk Feature	\$15.00	\$15.00
One Talk Line Access Charge	N/A	\$10.00

One Talk Solution: Auto Receptionist (AR) /Hunt Group (HG)

Each One Talk solution includes one (1) Auto Receptionist and one (1) Hunt Group at no cost per Customer.

Price Plan Type	Line Level Plans (e.g. Flexible Business Plans)	Account Level Plans (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk AR/HG Price Plan (100 MB Data)	\$10.00	\$0.00
One Talk AR/HG Feature	\$10.00	\$10.00
One Talk AR/HG Line Access Charge	N/A	\$10.00

Additional Devices

A maximum of up to seven (7) devices can share one (1) MDN as follows: Up to 2 desk phones and up to 5 mobile clients; limit one (1) MDN per Government Subscriber line.

Primary One Talk MDN Device	Desk Phone ¹	Mobile Client ² (Includes Smartphones and Tablets)	Auto Receptionist/ Hunt Group
Additional devices per MDN: Monthly Access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialer client)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialer client)	N/A

Once a number is provisioned into an Auto Receptionist or Hunt Group, the phone number cannot be moved to a different One Talk device (i.e. desk phone or Smartphone).

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. 4G LTE Coverage: Similar to Advanced Calling, One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. ¹One (1) additional Desk Phone can be added as an additional device per MDN. ²Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialer client), wireless and WiFi tablets; limit five (5) total per MDN (including primary device). Not currently available for Smartphone devices with One Talk Dialer client. Installing the One Talk Mobile client consumes an estimated 15MB of data. For additional information regarding One Talk please visit: <http://www.verizonwireless.com/onetalk>

Nationwide International Travel Plan for FCPS/FCG Voice & Global 4G Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

International Travel Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$69.84	\$82.99	\$95.13
Monthly Access Charge (pooled minutes)	\$71.85	\$85.02	\$97.16
Domestic & Global Data Allowance for Email	Unlimited		
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Email Allowance	Unlimited ¹		
International Email Allowance	Unlimited		
Domestic Messaging	Unlimited		
Optional Feature			
Domestic Push to Talk Plus	Included (device dependent)		

Notes: Requires a 4G Global capable smartphone. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.
The domestic data allowance applies in the United States.

†The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available. To see supported countries and rates for services such as voice and messaging, go to verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States.

¹Domestic Email Allowance: Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice 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 highest overage need.

Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (1 Month)*	\$10.00 (SPO 428)*	\$20.00 (SPO 426)*	\$15.00 (SPO 441)*	\$30.00 (SPO 425)*	\$25.00 (SPO 443)*
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$24.90	\$25.00
International Options Monthly Recurring Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (Recurring)**	\$10.00 (SPO 427)**	\$20.00 (SPO 446)**	\$15.00 (SPO 434)**	\$30.00 (SPO 424)**	\$25.00 (SPO 442)**
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$24.90	\$25.00
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.10/Sent Message		\$0.05/Sent Message

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

***This is a monthly feature and will be removed from the account one month after being added to an account.**

****This is a recurring feature and will remain on the account until removed.**

International Options Monthly Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (1 Month)*	\$25.00 (SPO 431)*	\$50.00 (SPO 433)*	\$40.00 (SPO 445)*	\$85.00 (SPO 423)*
Monthly Access Fee less discount	\$20.75	\$41.50	\$33.20	\$70.55
International Options Monthly Recurring Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (Recurring)**	\$25.00 (SPO 412)**	\$50.00 (SPO 432)**	\$40.00 (SPO 444)**	\$85.00 (SPO 422)**
Monthly Access Fee less discount	\$20.75	\$41.50	\$33.20	\$70.55
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in 140+ countries where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

¹This is a monthly feature and will be removed from the account one month after being added to an account.

²This is a recurring feature and will remain on the account until removed.

Global Messaging ¹	
No additional discounts apply.	
Global Text Messaging	
Canada	\$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	\$0.50 per recipient per message sent and \$0.05 per message received
Global Picture and Video Messaging	
Canada, Mexico and Puerto Rico	\$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	\$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/internationalmms for supported countries.
Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International . See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹ Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

(Domestic) BlackBerry/Smartphone (Shared Minutes) for FCPS/FCG 4G Data Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

BlackBerry/Smartphone Shared Minute Data Plan

Monthly Access Charge	\$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Domestic Voice Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
Domestic Long Distance	Included

Optional Feature

Domestic Push to Talk Plus	Included (device dependent)
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NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. No more than 20% of plans on a single account can be placed on the BlackBerry/Smartphone Shared Minute plan.

Unlimited Plan for Smartphones - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot [^]	Included
Domestic, Canada and Mexico Long Distance Toll Free ^{^^}	Included
International Messaging Allowance ^{^^^}	Unlimited

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges.

*After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

**For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day.

[^]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage 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.

^{^^}Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico.

^{^^^}Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99 (99716)
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

Custom Mobile Broadband Plan II – Government

Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$44.99 (99717)
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA

. NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$41.50	\$66.40
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$41.50	\$66.40
Overage Rate Per Megabyte	\$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. **Sharing.** Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans. Please note that the low usage cannot share with the high usage plans on profile share.

Verizon Mobile Device Management (MDM): Government Subscribers Only

Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management	\$0.00
Device Diagnostics	\$0.99/device per month
Broadband Hotspot Management	\$1.49/device per month
Verizon Software Management	\$0.10/device per month OR Event-based pricing of \$6 per device per update

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked.

MobileIron Enterprise Mobility Management License Fees On-Premise (Core)

(Minimum 500+ MI Core Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

On-Premise (Core) (Software Subscription License)

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (3 Devices per User)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Core (on-premise) EMM Silver Bundle per Device	\$3.00	\$36.00	MobileIron Core (on-premise) EMM Silver Bundle per User	\$4.50	\$54.00
	SKU: MICore Silver Per Device			SKU: MICore Silver Per User		
Gold	MobileIron Core (on-premise) EMM Gold Bundle per Device	\$4.50	\$54.00	MobileIron Core (on-premise) EMM Gold Bundle per User	\$6.75	\$81.00
	SKU: MICore Gold Per Device			SKU: MICore Gold Per User		
Platinum	MobileIron Core (on-premise) EMM Platinum Bundle per Device	\$5.63	\$67.50	MobileIron Core (on-premise) EMM Platinum Bundle per User	\$8.63	\$103.50
	SKU: MICore Platinum Per Device			SKU: MICore Platinum Per User		

On-Premise (Core) (Software Perpetual License)

Annual Subscription License Bundle per Device and Direct Support					Annual Subscription License Bundle per User and Direct Support (3 Devices per User)			
Type	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost
Silver License	MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: MICore Silver Per Device Perpetual License	-	-	\$56.25	MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: MICore Silver Per User Perpetual License	-	-	\$82.50
Silver Support (REQUIRED)	Maintenance Support for MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: Maintenance Support MICore Silver Per Device Perpetual License	\$0.94	\$11.25	-	Maintenance Support MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: Maintenance Support MICore Silver Per User Perpetual License	\$1.38	\$16.50	-
Gold License	MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: MICore Gold Per Device Perpetual License	-	-	\$82.50	MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: MICore Gold Per User Perpetual License	-	-	\$123.75
Gold Support (REQUIRED)	Maintenance Support MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: Maintenance Support MICore Gold Per Device Perpetual License	1.38	\$16.50	-	Maintenance Support MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: Maintenance Support MICore Gold Per User Perpetual License	2.06	\$24.75	-
Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	\$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	\$157.50

Platinum Support (REQUIRED)	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	\$1.75	\$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	\$2.63	\$31.50	-
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PROFESSIONAL SERVICES

On-Premise (Core) Installation¹

Support and Maintenance Included

License Type	Description/SKU	One-time Cost ²
Silver	MICore Silver Installation MI-PS-DEPLOY1	\$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	\$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	\$8,000.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. ¹A minimum of 500 MobileIron licenses are required for On-Premise (Core) for initial order for new MobileIron Customers. ²On-premise (Core) requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of \$25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services.

MobileIron Enterprise Mobility Management License Fees Cloud

(Minimum 25+ MI Cloud Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

Cloud License

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (3 Devices per User)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device	\$3.00	\$36.00	MobileIron Cloud EMM Silver Bundle per User	\$4.50	\$54.00
	SKU: MICloud Silver Per Device			SKU: MICloud Silver Per User		
Gold	MobileIron Cloud EMM Gold Bundle per Device	\$4.50	\$54.00	MobileIron Cloud EMM Gold Bundle per User	\$6.75	\$81.00
	SKU: MICloud Gold Per Device			SKU: MICloud Gold Per User		
Platinum	MobileIron Cloud EMM Platinum Bundle per Device	\$5.63	\$67.50	MobileIron Cloud EMM Platinum Bundle per User	\$8.63	\$103.50
	SKU: MICloud Platinum Per Device			SKU: MICloud Platinum Per User		

PROFESSIONAL SERVICES

Cloud Installation¹

Support and Maintenance Included

License Type	SKU	One-time Cost ²
Silver	MICloud Silver Installation MI-PS-DEPLOY1-MICLOUD	\$1,500.00
Gold	MICloud Gold Installation MI-PS-DEPLOY2-MICLOUD	\$3,000.00
Platinum	MICloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	\$4,000.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. ¹A minimum of 25 MobileIron licenses are required for initial Cloud order for new MobileIron customers. ²MICloud requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of \$25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services.

MobileIron Enterprise Mobility Management: Government Subscribers On-Premise and Cloud Managed Service Features

All features are available on both On-premise and Cloud managed installations. Included features are determined by MobileIron License Type

Feature	Functionality	Included Features by License		
		Silver	Gold	Platinum
Apple DEP	Supports Apple DEP (for iOS devices)	✓	✓	✓
Android for Work	Supports AFW (on AFW enabled devices)	✗	✓	✓
Samsung KNOX	Integrates with Samsung KNOX (KNOX sold separately)	✗	✓	✓
Email Access	Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)	✓	✓	✓
Secure Enterprise Gateway (Sentry)	In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)	✓	✓	✓
Apps@Work	Enterprise App Store Basic Container	✓	✓	✓
Content Catalog	Secure Doc catalog and publishing (basic content repository)	25 files/ 2MB each	50 files/ 25MB each	
Docs@Work	Access, annotate and share documents from email, and on-premise management repositories	✗	✓	✓
AppConnect	Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)	✗	✓	✓
Web@Work	Secure Browser Secure data in motion No VPN required	✗	✓	✓
Tunnel	iOS per App VPN native functionality	✗	✗	✓
Help@Work	Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting	✗	✗	✓
Identity@Work	MobileIron's ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)	✗	✗	✓
Service Connect Integrations	ServiceNow integration to streamline IT workflows	✗	✗	✓

Notes. Customer may purchase MobileIron, Inc. ("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: www.mobileiron.com/legal. 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.

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	\$25.00	\$35.00
Annual Service Fee	\$156.00	\$264.00	\$372.00

Canvas Features

Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited
3 rd Party Cloud Integration	✓	✓	✓
App Builder	✓	✓	✓
PDF Designer	✓	✓	✓
Email/Chat Support	✓	✓	✓
Mobile and Web Editing		✓	✓
Phone Support		✓	✓
Dispatch		✓	✓
Submission Status		✓	✓
HIPPA Compliance		✓	✓
Dedicated Support Representative			✓
Dispatch Scheduling			✓
Advanced Password Management			✓
Webservices			✓
Work flow			✓
Canvas Connect			✓

Notes: Products shown or referenced are provided by Canvas, a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Canvas can connect to several different systems including cloud based and server based applications. Customer may purchase Canvas licenses and services ("Canvas Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Canvas Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Canvas Services are manufactured by Canvas Solutions, Inc. Any license for Canvas Services must be obtained directly from Canvas either upon purchase or installation of the Canvas Services. Canvas Services are subject to Canvas' terms and conditions and can be viewed here: <https://www.gocanvas.com/content/about-us/policy/>. Verizon Wireless will direct Canvas to fulfill Customer's Canvas Services order. Customer support for Canvas Services must be obtained directly from Canvas Solutions, Inc.. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Canvas Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Canvas representatives.

IBM® MaaS360® Enterprise Mobility Management (EMM) Unified Endpoint Management (UEM)

IBM MaaS360 Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible 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.

Subscription License Bundle: per Device (One (1) license per device)				Subscription License Bundle: per User (One (1) license per single user with multiple devices)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Essential	EMM Essentials Suite Per Device License SKU: D1P3GLL (Monthly/Annual)	\$2.25	\$27.00	EMM Essentials Suite Per User License SKU: D1P3ILL (Monthly/Annual)	\$4.50	\$54.00
Deluxe	EMM Deluxe Suite Per Device License SKU: D1P3LLL (Monthly/Annual)	\$3.75	\$45.00	EMM Deluxe Suite Per User License SKU: D1P3NLL (Monthly/Annual)	\$7.50	\$90.00
Premiere	EMM Premier Suite Per Device SKU: D1P3RLL (Monthly/Annual)	\$4.69	\$56.25	EMM Premier Suite Per User License SKU: D1P3TLL (Monthly/Annual)	\$9.38	\$112.50
Enterprise	EMM Enterprise Suite Per Device SKU: D1P3WLL (Monthly/Annual)	\$6.75	\$81.00	EMM Enterprise Suite Per User License SKU: D1P3YLL (Monthly/Annual)	\$13.50	\$162.00
Additional UEM License Options						
License Type	Description/SKU			Monthly Cost	Annual Cost	
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)			\$0.38	\$4.50	

IBM MaaS360 UEM Service Features

Included features are determined by IBM MaaS360 UEM License Type

Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	x	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	x	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	x	x	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	x	x	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	x	x	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	x	x	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	x	x	✓	✓
App Security	Enforce authentication & copy/paste restrictions	x	x	✓	✓

Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	x	x	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	x	x	x	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	x	x	x	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	x	x	x	✓

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions and can be viewed here: <http://www-03.ibm.com/software/sla/slabd.nsf/sla/saas>. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

Knox Premium is a cloud-based cross-platform enterprise mobility management solution combined with an on-device secure container for Samsung devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	\$0.75	\$9.00	\$18.00
SKU#	Knox Premium EMM - Monthly	Knox Premium EMM - 1-Year	Knox Premium EMM - 2-Year

Samsung Knox Workspace

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to enterprise IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	\$2.70	\$32.40	\$64.80
SKU#	Knox Workspace - Monthly	Knox Workspace - 1-Year	Knox Workspace - 2-Year

Samsung Knox Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.

One Time Charge	\$3.00/per license
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Samsung Knox Solutions

Knox™ is Samsung's mobile device defense-grade security platform. The Knox Platform services multiple user segments through three separate offerings.

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices. Samsung Knox Workspace, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

Package Name	Samsung Knox Premium	Samsung Knox Workspace	
Target Audience	SMB & Enterprise with basic security needs	Enterprise, Government & Regulated Industries	
Components	End-to-end secure mobile platform bundled with Samsung cloud EMM for device management	✓	
	Works on both Android and iOS ecosystems	✓	
	Knox container with essential policy controls	✓	✓
	Knox Workspace container with expanded and advanced policy controls		✓
	IT Admin management of employee devices		✓

	Enterprise can black list/white list apps within the Knox Workspace container		✓
	Can manage VPN profiles in Knox Workspace container		✓

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

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]											
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.											
Service	Cost Per Account Level Setup (One-time fee)										
Fixed End System (FES) Connect Set-Up	\$1,500.00										
Private Network (PN) Only	\$500.00 per PN build										
Setup: <ul style="list-style-type: none"> Applies to new standard Private Networks Parent or Child that include Closed User Group (CUG) and M2M. Not Applicable to modifications to existing PN When FES is ordered with the PN, the \$1500.00 FES setup is waived. 											
Private Network (PN) with Dynamic Mobile Network Routing (DMNR)	\$750.00 (One-time for each PN with DMNR build) \$250.00 (added to an existing PN)										
Setup: <ul style="list-style-type: none"> The Verizon Home Agent Portal (VHAP) fee is \$250.00 per build when an existing PN customer adds DMNR DMNR and Service Based Access (SBA) are optional feature that can coexist on a customer PN profile. A VPN is required for DMNR if one does not already exist. When FES is ordered with the PN, the \$1500.00 FES setup is waived. Does not Include <ul style="list-style-type: none"> Verizon Business Private IP Wireless Access Multi Protocol Label Switching [MPLS] set up FES Connectivity Solution Virtual Private Network (VPN) set up 											
Private Network (PN) with Service Based Access (SBA)	\$750.00 (One-time for each PN with SBA build) \$250.00 (added to an existing PN)										
Setup: <ul style="list-style-type: none"> The Verizon Home Agent Portal (VHAP) fee is \$250.00 per build when an existing PN customer adds SBA SBA and DMNR are optional features that can coexist on a customer PN profile. A VPN is required for DMNR if one does not already exist. Set up fee is applied to the Parent in a Tiered Hierachy PN configuration; Child profiles inherit the SBA Parent configuration Does not Include <ul style="list-style-type: none"> Verizon Business Private IP Wireless Access Multi Protocol Label Switching [MPLS] set up FES Connectivity Solution Virtual Private Network (VPN) set up 											
Private Network (PN) with Dual APN	\$0.00 per PN build										
Setup: <ul style="list-style-type: none"> Dual APN capability does not require a VHAP Work Order there is not set-up fee associated with Dual APN. The above set-up fees still apply for new PN or Child build 											
Public Safety Subscribers Account Setup:	WAIVED										
All account set up fees are waived for Public Safety builds classified with the following NAICS (formerly SIC) Codes <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">621910 Ambulance Services</td> <td style="width: 50%;">922160 Fire Protection</td> </tr> <tr> <td>922110 Courts</td> <td>922190 Other Justice, Public Order, and Safety Activities</td> </tr> <tr> <td>922120 Police Protection</td> <td>928110 National Security</td> </tr> <tr> <td>922130 Legal Counsel and Prosecution</td> <td>922150 Parole Offices and Probation Offices</td> </tr> <tr> <td>922140 Correctional Institutions</td> <td></td> </tr> </table>		621910 Ambulance Services	922160 Fire Protection	922110 Courts	922190 Other Justice, Public Order, and Safety Activities	922120 Police Protection	928110 National Security	922130 Legal Counsel and Prosecution	922150 Parole Offices and Probation Offices	922140 Correctional Institutions	
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922120 Police Protection	928110 National Security										
922130 Legal Counsel and Prosecution	922150 Parole Offices and Probation Offices										
922140 Correctional Institutions											
Notes: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited National Access plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 FES Connect Fee in certain configurations. Does not include MPLS.											

Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address. Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN) Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected. Remaining 4G LTE bandwidth supports Best Effort CoS.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid Level)	Public Safety (Highest Level) (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	\$2.50	\$5.00	\$7.50
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.

- 621910 Ambulance Services
- 922150 Parole Offices and Probation Offices
- 922110 Courts
- 922160 Fire Protection
- 922120 Police Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 922130 Legal Counsel and Prosecution
- 928110 National Security
- 922140 Correctional Institutions

Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to *911* and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Friends & Family for Business: Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute. Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the

generation of dissemination of viruses, malware, or “denial of service” attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless’ or another entity’s network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle or “any keep alive” functions, unless they adhere to Verizon Wireless” requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers’ compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 5 to 25 GB in a given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB to 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment’s native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. In other available countries, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess ManagerSM and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber’s SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including “overhead” (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer’s device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.

Verizon Wireless Private Network Terms and Conditions

Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

Verizon Wireless Private Network Traffic Management

Private Network Traffic Management (PNTM): PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following NAICS codes a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f) 922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.

Customer Private Network Contact: Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.

Private Network Implementation and Testing: Verizon Wireless will implement Customer's Private Network, which requires Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to complete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.

Wireless Devices/Network Access: Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless' domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage. **Maintenance/Service Changes/Termination of Private Network Service:** Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless' customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

No Warranties: Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

Subject to the Agreement: The terms of this Addendum supplement the Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Agreement, the terms of this Addendum shall control with respect to Private Network.

b. Equipment and Accessories

Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 18 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 18 months of service, you may be charged full retail price. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 18 month upgrade policy.

Verizon Wireless provides a variety of accessories to complement and enhance the usefulness of the various wireless devices it offers. The wireless devices are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain devices. Accessories provided may vary by device. Other accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories.** Equipment pricing is subject to change and availability. For details on additional accessories available, as well as current charges, please visit www.verizonwireless.com or contact your Account Manager.



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

JUN 06 2018

AMENDMENT NO. 3

CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
Cellco Partnership Db a Verizon Wireless 7600 Montpelier Road Laurel, MD 20723	1000011529	4400006679

By mutual agreement, Contract 4400006679 is amended to incorporate additional Service Plans per Attachment 1.

All other prices terms and conditions remain unchanged.

ACCEPTANCE:

BY: 
Signature

Executive Director
Enterprise & Government Contracts
Title

Todd Loccisano
Printed Name

June 4, 2018
Date


Michelle R. Pratt
Director

MRP/sm

DISTRIBUTION:

Contractor
FCPS -DIT – Jean Welsh, Melissa York
FCG - DIT – Tony Cheatham

Part 6/6/18



May 22, 2018

Ms. Michelle R. Pratt
Director, Office of Procurement Services
Fairfax County Government and Fairfax County Public Schools
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042-1203

Subject: Modification No. 3 to Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/Equipment **Contract Number - 4400006679**

Dear Ms. Pratt:

This Modification No. 3 (“the “Modification”) is made and entered into by and between the Fairfax County Government and Fairfax County Public Schools, Office of Procurement Services and Cellco Partnership d/b/a Verizon Wireless for attachment to and modification of Wireless Digital Voice & Data Services, Associated Services/Equipment Contract Number 4400006679, dated February 24, 2016, as amended (the “Agreement”).

1. This Modification No. 3 is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Modification and the provisions of the Agreement, the provisions of this Modification shall control.
2. The Fairfax County Public Schools/Fairfax County Government Pricing Exhibits have been amended as attached hereto under Attachment 1:
3. This Modification shall be effective on the date signed by the Fairfax County Government and Fairfax County Schools.
4. This Modification shall not be amended or modified unless agreed to in writing by both parties.
5. All provisions of the Agreement, including attachments thereto, not addressed by this Modification remain in full force and effect.

If you have any questions, please feel free to contact your Business Sales Manager, John Medlock, at 703-795-5242 or via email at john.medlock@vzw.com.

If you are in agreement with this proposed Modification and the attachments hereto, please have the Modification executed by an authorized representative of **Fairfax County Government and Fairfax County Public Schools**.

Attachment 1

FAIRFAX COUNTY PUBLIC SCHOOLS/FAIRFAX COUNTY GOVERNMENT – PRICING

Government Subscriber Monthly Access Fee Discount (on eligible calling plans and data features) 15%
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Activation Fees and Early Termination Fees are waived for Government-liable Subscribers

a. FCPS/FCG Pricing

The pricing tables below correspond with the custom pricing that is available to FCPS/FCG under the agreed upon contract.

WIRELESS VOICE CALLING PLANS

Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness <small>Government Liable Subscribers Only</small> This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$22.99
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	\$10.00 per GB
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network, and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 16810)	
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	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

Verizon Wireless offers this pricing utilizing the terms and conditions of the Fairfax County Public Schools and Fairfax County Government Contract Number 4400006679 effective February 26, 2016, as amended. You may contact your local Verizon Government Sales representative for additional information.

**Custom Unlimited Push to Talk Only Plan for
National Security, Public Safety, and Emergency Preparedness**

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$17.99
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP#96625/4G Only – PP#96625 3G/4G)

621910 Ambulance Services	922190 Other Justice, Public Order, and Safety Activities
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection	921110 Executive Offices

Verizon Wireless offers this pricing utilizing the terms and conditions of the Fairfax County Public Schools and Fairfax County Government Contract Number 4400006679 effective February 26, 2016, as amended. You may contact your local Verizon Government Sales representative for additional information.

WIRELESS VOICE & DATA BUNDLED PLANS

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector

Government Subscribers Only

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee (Discount Applied)	\$55.25 (13656)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited ⁽¹⁾
Domestic Mobile Hotspot	Unlimited ⁽²⁾
Domestic and International Messaging Allowance	Unlimited ⁽³⁾

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available.

⁽¹⁾ In the event of network congestion, after 10GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p.

⁽²⁾ Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage 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.

⁽³⁾ Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

**Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority for
National Security, Public Safety, and Emergency Preparedness**

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$39.99
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited

Optional Features

Domestic Mobile Hotspot	\$5.00 additional per month
Push-to-Talk	\$2.00 additional per month

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") on a monthly basis. In the event a user consumes more than 25GB of data each month for three (3) consecutive months, Verizon Wireless may automatically limit the data throughput speeds upon exceeding 25GB of data usage per month on a go-forward basis. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. 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. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 16807)

621910 Ambulance Services	922190 Other Justice, Public Order, and Safety Activities
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

WIRELESS DATA SERVICES

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee

\$0.00

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. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

621910 Ambulance Services	922190 Other Justice, Public Order, and Safety Activities
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection	921110 Executive Offices

**Private Network Core Service for
National Security, Public Safety, and Emergency Preparedness**

Government Liable Subscribers Only

Monthly Access Fee

\$0.00

Verizon Wireless Private Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Core is subject to the Private Core Roles and Responsibilities Customer Guidelines, which are available from your sales representative. This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety

- 621910 Ambulance Service
- 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
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices

Water

- 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
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation
- 926120 Regulation and Administration of Transportation Programs

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
- 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy

- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health

- 621112 Health Care Practitioners
- 923120 Public Health Programs

ADDITIONAL WIRELESS SERVICES

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
Mobile Broadband and NationalAccess plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived for Fairfax County Government and Fairfax County Public Schools subscribers	\$250.00	\$250.00	Waived for Fairfax County Government and Fairfax County Public Schools subscribers
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
<p>Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including the \$1500.00 connection fee, \$500.00 Account Set-up Fee and the DMNR/SBA for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only.</p> <ul style="list-style-type: none"> • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922160 Fire Protection • 922190 Other Justice, Public Order, and Safety Activities • 928110 National Security • 922150 Parole Offices and Probation Offices 				
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited NationalAccess plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and NationalAccess plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.</p> <p>Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.</p>				

**4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)
Government Subscribers Only**

Metered Data Pricing only. Not compatible with Unlimited Data Plans

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.		
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.		
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)		
PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid Level)	Public Safety (Highest Level) <small>(Qualifying Public Safety NAICS Only)</small>
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods
Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.			
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	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices		
Notes: 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)			

Verizon Mobile Device Management (MDM): Government Subscribers Only

Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management¹	\$0.00 (license requirement with service)
Device Diagnostics²	\$0.99 / per device per month
Broadband Hotspot Management³	\$1.49 / per device per month OR \$15.00 / per device per year
Unified Endpoint Management	\$1.00 / per device per month OR \$10.00 / per device per year
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. ¹ Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. ² Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple IOS and Google Pixel/Nexus Devices. ³ Broadband Hotspot Management currently supports the MiFi 7730L, AC794L, Jetpack MiFi 6620L, and USB730L.	

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a **single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Custom Flexible Business Plans, Nationwide Plans)	Account Level Plans (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk Price Plan (100 MB Data)	\$10.00	\$0.00 (the new Verizon Plan)
One Talk Feature	\$15.00	\$15.00
One Talk Line Access Charge	N/A	\$10.00

One Talk Solution: Auto Receptionist (AR) /Hunt Group (HG)

Each One Talk solution **includes one (1) Auto Receptionist and one (1) Hunt Group** at no cost per Customer.

Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Custom Flexible Business Plans, Nationwide Plans)	Account Level Plans (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk AR/HG Price Plan (100 MB Data)	\$10.00	\$0.00
One Talk AR/HG Feature	\$10.00	\$10.00
One Talk AR/HG Line Access Charge	N/A	\$10.00

One Talk Solution: Additional Features

One Talk Premium Voicemail for Android	\$2.99	\$2.99
One Talk - Talk to Text for iOS	\$2.99	\$2.99

Additional Devices

A maximum of up to seven (7) devices can share one (1) MDN as follows: Up to 2 desk phones and up to 5 mobile clients; limit one (1) MDN per Government Subscriber line.

Primary One Talk MDN Device	Desk Phone ¹	Mobile Client ² (Includes Smartphones and Tablets)	Auto Receptionist/ Hunt Group
Additional devices per MDN: Monthly Access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialer client)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialer client)	N/A

Once a number is provisioned into an Auto Receptionist or Hunt Group, the phone number cannot be moved to a different One Talk device (i.e. desk phone or Smartphone).

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk is **not** compatible with Fax machines, credit card POS solutions, or Security Systems. **4G LTE Coverage:** Similar to Advanced Calling, One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. ¹One (1) additional Desk Phone can be added as an additional device per MDN. ²Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialer client), wireless and WiFi tablets; limit five (5) total per MDN (including primary device). Not currently available for Smartphone devices with One Talk Dialer client. Installing the One Talk Mobile client consumes an estimated 15MB of data. For additional information regarding One Talk please visit: <http://www.verizonwireless.com/onetalk>

One TalkSM and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. (See <https://www.verizonwireless.com/support/one-talk-features/> for a listing of features currently available with the Service.)

The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.

1. **Customer Agreement.** Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).
2. **How the Service Works.** For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1) smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Basic Dialer. If available, the One Talk Basic Dialer adds various business features to a compatible device's native dialer, which on a compatible smartphones (see <https://www.verizonwireless.com/support/compatible-one-talk-devices/> for a current list of supported devices.) With One Talk in Basic Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 5.0 or higher or from the Apple® App Store for devices with iOS 9.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. One Talk desk phones are Voice-over-Internet Protocol (VoIP) devices, that must be purchased from Verizon Wireless. At your location, you will need separate broadband service (from Verizon or another ISP), either Ethernet or Wi-Fi connectivity, and AC power. Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist; Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. 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.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection.

The following applies if you use the VZW network to connect to the Service:

One Talk Basic Dialer. Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.

One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.

Auto Receptionist; Hunt Group. You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.

Integrated Calling Charges (Message+). Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.

3. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

4. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

5. **HIPAA.** Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service 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"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://web.vma.vzw.com/BusinessProduct>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

6. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

7. **Important Service Disclosures.** CUSTOMER ACKNOWLEDGES AND AGREES 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. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

8. **Software.** In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for download at www.verizon.com/opensource.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer 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 Software, 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). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

9. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, 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 DOWNLOAD THE ONE TALK MOBILE APP 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 YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.