



# **Information Technology Telecommunications Network Services Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

**CELLCO PARTNERSHIP  
DBA VERIZON WIRELESS**

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## **INFORMATION TECHNOLOGY TELECOMMUNICATION NETWORK SERVICES CONTRACT**

THIS WIRELESS TELECOMMUNICATION SERVICES CONTRACT, Contract No. ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("Commonwealth"), and Cellco Partnership, DBA Verizon Wireless ("Supplier"), to be effective as of October 23, 2017 ("Effective Date").

### **1. PURPOSE AND SCOPE**

This Contract establishes a procurement vehicle under which Commonwealth executive branch agencies and other authorized political subdivisions, including metropolitan planning organizations or planning district commissions which operate exclusively within the Commonwealth of Virginia, may purchase various wireless services plans and necessary wireless equipment for use by governmental units eligible to purchase under this Contract.

Each political subdivision should make its own determination whether this contract is consistent with its procurement policies and regulations. Eligible E-rate Entities should make their own determinations whether this contract is consistent with the FCC's E-rate rules.

### **2. DEFINITIONS**

#### **A. Acceptance**

Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing to validate conformance with the Requirements of the Contract and the applicable order.

#### **B. Agent**

Any third party independent agent of any Authorized User.

#### **C. Authorized Users**

VITA and any eligible entities, specifically authorized by VITA.

#### **D. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with the Services provided by Supplier under this Contract or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party, or (iv) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

#### **E. Service Plan**

The ordering and billing plan for Wireless Service agreed to by the Supplier and VITA, documented in this contract in the section entitled "Rates, Orders and Compensation" and any Amendments or Modifications to this Contract.

#### **F. E-rate**

The universal service "Schools and Libraries Program" administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC), or successor program.

#### **G. Eligible E-rate Entity**

Any school or library meeting the USAC definition of an "Eligible Entity" under the universal Schools and Libraries Program.

**H. Eligible E-rate Services**

Products and services that are eligible for E-rate support under the Schools and Libraries Program.

**I. IOT (Internet of Things) or Machine to Machine (M2M)**

A network of physical objects—devices, vehicles, buildings and other items—embedded with electronics, software, sensors, and network connectivity that enables these objects to collect and exchange data.

**J. Mobile Virtual Network Operator (MVNO)**

A Supplier that provides Wireless Services over one or more networks not owned by the Supplier.

**K. Party**

Supplier, VITA, or any Authorized User.

**L. Product**

A wireless handset, data card or wearable device provided by Supplier, or third party, under this Contract which is purchased solely to facilitate the use of Wireless Services purchased under this Contract.

**M. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) as set forth in Exhibit A, "Service Fees" and Exhibit B, "Service Requirements" and the applicable order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

**N. Service**

Any work performed or service provided by Supplier for which an Authorized User has placed an order with Supplier under this Contract. For details about the work and services to be provided by Supplier under this Contract, see Exhibit A "Service Fees" and Exhibit B, "Service Requirements."

**O. Software Subscription**

Commercially available software that may be used on wireless devices and is purchased separately from Wireless Service.

**P. Subscriber**

An individual or public body receiving Service or Product pursuant to an Order under this Contract, which can include all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and all private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. who are end users of the Services of this Contract.

**Q. Subcontract**

Subcontract means a subcontract awarded directly by the Supplier for the purpose of acquiring supplies or services (including construction) for performance of this contract. It does not include the Supplier's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Supplier's general and administrative expenses or indirect costs.

**R. Subcontractor**

Subcontractor means a third party with whom the Supplier enters into a Subcontract.

**S. SWaM**

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a Small, Women-owned, or Minority-owned business pursuant to §§2.2-1603 *et seq.* of the Code of Virginia.

**T. Telecommunications Service Order (TSO)**

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order. Under this contract, VITA will issue TSOs to Supplier on behalf of Authorized Users unless such Authorized User is specifically authorized by VITA in writing to issue TSOs directly to Supplier on its own behalf.

**U. VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

**V. Wireless Service**

Wireless telecommunications services provided by Supplier that connect end users' wireless devices to Supplier's commercial wireless network.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2019. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the renewal period, not less than thirty (30) days prior to the expiration of any current term. All terms and conditions and rates and charges shall continue to apply during any renewal period selected.

Performance of an order issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until Services pursuant to such order have met the final Acceptance criteria of the applicable Authorized User.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

**C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier ten (10) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is

charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

**D. Termination for Non-Appropriation of Funds**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

**E. Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services rendered by Supplier and accepted by the Authorized User prior to the termination date, and Transition Assistance provided at VITA's request (and under the agreed upon associated pricing and terms) during the transition period.

In the event of a Termination for Breach or Termination for Default, all costs of de-installation and return or disconnection of Services shall be borne by Supplier.

In the event of a Termination for Breach or Termination for Default, VITA may immediately procure services from another source. Once VITA has affected a purchase from an alternate source, the parties agree that Authorized Users may charge-back Supplier, in which case Supplier agrees to reimburse Authorized Users for any difference in cost between the original Contract price and cost to Authorized Users to cover from the alternate source, as measured over a 12-month period. In no event shall Authorized Users be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of notice of default by VITA. This remedy is in addition to and not in lieu of any other remedy VITA may have under this Contract or at law or in equity.

**F. Transition Assistance**

The Supplier must provide adequate information and reasonable assistance as necessary to enable VITA to conduct a smooth transition of services and functions being performed by the Supplier to an alternative Supplier upon expiration or termination of the Contract. Upon VITA's request, the Supplier will continue to provide Services for up to 6 months following the expiration or termination date of the Contract. All rates, service level agreements, and terms and conditions of the Contract will apply during that period. The Supplier agrees that no material decrease in the Supplier's level of performance and support will occur during the transition period.

**G. Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Exhibit B, "Service Requirements," and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

**H. Contract Closeout**

Prior to the contract's expiration date, Supplier may be provided contract close out documentation which Supplier shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Subcontracting Certification of Compliance, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out



administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

#### **4. SERVICES**

##### **A. Nature of Services and Engagement**

This Contract is non-exclusive and the Commonwealth may, at its sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier. Supplier is an independent contractor engaged to perform certain Services (see section 2(N-P)), including but not limited to providing Wireless Services and installation and/or support activities as described in Exhibit B, "Service Requirements" and Exhibit A, "Service Fees." The Commonwealth reserves the right to order any of Supplier's Services included in Exhibit A at any time during the term of this Contract or any extension thereto. This Contract allows Authorized Users to purchase Wireless Service and Products at the discounted prices for official business. Purchases under this Contract cannot be used for any other purposes, including, but not limited to, reselling of Products and Services.

The terms and conditions of each service plan or feature, including unlimited plans, pre-defines the number of gigabytes (GB) that may be consumed by an end user during each billing cycle prior to data speeds being reduced for the remainder of the billing cycle.

Supplier shall provide service, sales and support resources to serve all Authorized Users throughout the State purchasing under the Contract. It is the responsibility of the Supplier to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that Authorized Users are made aware of the existence of the Contract. All sales to Authorized Users for products and services available under the Contract shall be processed through the Contract.

##### **B. Availability of Supplier's Services**

Supplier shall continue to offer all Wireless Services and service components identified in Exhibit A, "Service Fees" and Exhibit B, "Service Requirements," without exception, for the entire term of the Contract, including extension years and any period of Transition Assistance. Supplier will not be obligated to continue using outdated and/or obsolete technology and shall have the right to substitute updated technology or new services of a substantially equivalent function and at mutually agreed upon substantially comparable prices during the term of this Contract upon prior written approval of VITA, such approval not to be unreasonably restricted or withheld.

##### **C. Substitution of Services**

During the term of this Contract, Supplier is not authorized to substitute for any Wireless Service identified in Exhibit A, "Service Fees," any other Wireless Service identified in Exhibit A, "Service Fees," without the written permission of VITA. Such permission will not be unduly restricted or withheld.

##### **D. Wireless Services that Include Software**

Supplier grants a royalty-free, worldwide, non-exclusive and irrevocable (for the term of the Contract, including any period of termination assistance) license to the Subscriber to use any software necessary for use of the Wireless Services provided by Supplier. Terms and conditions that concern or purport to govern any software and that are presented at any time in a "click-through" or "click-wrap" agreement or web site shall not be deemed to have been agreed to by Authorized Users and Subscribers and shall not bind Authorized Users and Subscribers.

Supplier warrants that any Wireless Service provided by Supplier under this Contract that includes software or equipment will not contain any device, code, or function intended to disrupt or disable the Service (sometimes referred to as "time bombs", "time locks", or "drop dead"

devices) upon the occurrence of any event, including but not limited to, the elapsing of a period of time, exceeding the number of users, or non-payment.

Authorized Users and Subscribers shall be entitled to make copies of any software and documentation provided by Supplier for the permitted use of the Wireless Services and for archival and disaster recovery purposes. Authorized Users and Subscribers may copy any documentation and incorporate it into its processes, procedures and testing plans.

#### **E. Separately Sold Software**

Supplier may sell in conjunction with its Wireless Service other services including Software Subscriptions included in Exhibit A. Software Subscriptions are subject to the terms of service for such subscription as described in Exhibit A, which prevail in the event that such terms of service conflict with the terms of this Contract. Source code is not a deliverable for Software Subscriptions.

#### **F. Missed Date Notification**

Supplier will notify Authorized User in writing of an installation due date that may be missed, along with the reason, as soon as the Supplier realizes the potential failure of meeting an installation date. Upon request by Authorized User, such orders will be expedited at no charge. These expedited orders will not count against the number of expedites included at no charge in the Supplier's proposal.

#### **G. Testing and Inspection**

The Commonwealth and VITA reserve the right to conduct any test/inspection it may deem advisable to assure Services conform to the Requirements.

The Supplier shall provide the Services identified in each order in accordance with the Requirements set forth herein and on the applicable order and with all applicable standards of performance established by *RFP 2017-07*, the Virginia State Corporation Commission, and the Federal Communications Commission. The Supplier's Services shall meet and maintain the quality (grade of services) for each type of Service as specified herein.

#### **H. Availability and Service Levels**

Supplier's Wireless Services shall be ready and available for use 24 hours per day 7 days per week. Supplier shall provide a technical or customer support center for the reporting by Authorized Users of technical service problems encountered by Subscribers while using the Services.

Exhibit B, "Service Requirements" provides Service Level Agreements and remedies applicable to this Contract and individual orders issued under the Contract. Credits and rebates for failing to meet Service Levels are remedies available to Authorized Users in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

#### **I. Consistent or Recurring Service Level Failures**

Without limitation as to the contractual implications of any single failure, Supplier's consistent or recurring failure to provide the agreed-upon Wireless Services will be a material breach of the Contract as described in "Termination for Breach or Default".

### **5. HARDWARE AND EQUIPMENT**

#### **A. Shipping costs**

Supplier's price for Products shall include two-day shipping to the Subscriber or VITA. (Shipping time is calculated from the time order is entered into Supplier's system.) If the Authorized User requests expedited or special delivery, Authorized User will be responsible for any charges for expedited or special delivery at current delivery rates.

#### **B. Risk of Loss**

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

**C. Title to Products**

Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery of a fully functioning product.

**D. Availability of Equipment**

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

**E. Product Refresh**

Supplier shall provide a credit (or discounted purchase price), as specified in Exhibit H, for the replacement or upgrade of a Product, when the Product has been in service for one year.

**F. Disposal of Products**

Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this Contract and returned to the Supplier. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

**G. Unlocking Products**

The Supplier, whenever possible, shall supply Product that is "unlocked". Upon Subscriber or VITA request, Supplier shall "unlock" Products by removing or deactivating Supplier-specific access or identification codes that would prevent the use of the Product on other wireless networks to the extent possible by Supplier.

**H. Activating Third Party Devices**

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier. Pricing for Services shall not be affected by the origin of any devices.

**I. Licenses**

By providing Wireless Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Wireless Services by Supplier. Software licenses for separately sold Software Subscriptions are subject to the license terms of service included in Exhibit A for each Software Subscription.

**J. Technology Improvements**

Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

Supplier, by the 5<sup>th</sup> working day of each month, shall supply VITA, electronically, an updated list of all Products available under the Contract. The electronic document shall be in a format agreed upon between VITA and the Supplier and shall contain current Product/Equipment pricing applicable for all orders processed during that month. If such pricing is not provided, the preceding month's price list shall govern all purchases made during the calendar month. Supplier shall submit its' current Equipment and Accessory Prices matrix by the 5<sup>th</sup> of each month, which shall be incorporated by reference herein as Exhibit H.

**6. ACCEPTANCE AND CURE**

**A. Acceptance and Cure of Individual Services**

Service(s) or Product(s) shall be deemed accepted when VITA or other Authorized User determines that the Services or Product(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Authorized

User shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Product or within such longer time period mutually agreed upon by the Parties to the order. VITA or other Authorized User shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Authorized User in an order, from delivery of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or other Authorized User, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or other Authorized User may require the Supplier to or repair or replace such Product or provide a credit in accordance with Section 4.H for Wireless Service interruption.

Acceptance shall be effective for the purpose of making payment for Wireless Services or Products, as applicable; however, Acceptance by VITA or other Authorized User following the evaluation period shall not be conclusive that the Wireless Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or other Authorized User after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary to conform the Services to the specifications and requirements of the Contract or the applicable order and provide a credit in accordance with Section 4.H for Wireless Service interruption. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or other Authorized User may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Eligible E-rate Entity, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or other Authorized User may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or other Authorized User shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

## **7. NEW TECHNOLOGY**

### **A. Access to New Technology**

Supplier will bring to VITA's attention any new services that it believes will be of interest to VITA and will work to develop proposals for the provision of any such services as VITA requests. Software Subscriptions will comply with termination requirements in the terms of service for the Software Subscription as described in Exhibit A.

### **B. New Service Offerings Not Available from the Supplier**

If new or replacement service offerings become available to VITA, and cannot be competitively provided by the Supplier, VITA may purchase the services from a third party, and Supplier will reasonably assist VITA to migrate to such services, if VITA elects to use such new or replacement service offerings.

## **8. SUPPLIER PERSONNEL**

### **A. Selection and Management of Supplier Personnel**

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of the contractual

arrangements and the applicable Services herein. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

#### **B. Supplier Personnel Supervision**

Supplier acknowledges that the Commonwealth is not the employer of any Supplier personnel, including any of Supplier's agents, contractors, or subcontractors. As between Supplier and the Commonwealth, Supplier shall have sole responsibility for all employment-related functions, including, without limitation, to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of such Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

#### **C. Subcontractors**

If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. For purposes of complying with this provision, it shall be the duty of an Authorized User to notify Supplier if an order is supported in whole or in part with federal funds. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

The Supplier will (i) be responsible for all work performed by subcontractors, (ii) be responsible for its (and their) compliance with the Contract, and (iii) guarantee the performance of any services provided by the Supplier's subcontractors (including, but not limited to, paying service credits associated with outages, liability for all subcontractors working in support of the Contract's requirements and those of any order placed thereunder, and adherence with all technical and operational specifications). The Supplier will be responsible for payment of its subcontractors and will indemnify the Commonwealth's Indemnified Parties against any claims resulting from Supplier's failure to pay, including discharging (at Supplier's expense) any liens obtained by the subcontractor.

### **9. GENERAL WARRANTY**

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

All Wireless Services purchased under this Contract remain under warranty for the time period commencing after acceptance by Authorized User and continuing through expiration of the Contract or termination of the Services at the discretion of VITA, or termination by the Authorized User for an individual order.

With respect to the Wireless Services provided by Supplier, Supplier represents and warrants the following:

#### **A. Ownership**

Supplier has the right to provide the Services without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or any order by any court of competent jurisdiction.

**C. Product Warranty**

Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the Commonwealth or to any Authorized User. This may be in the form of the manufacturer's consumer warranty should such warranty meet all of the requirements of this section. Such warranty support shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon identification of a problem requiring Product replacement, Supplier shall provide a substantially equivalent replacement Product, acceptable to the end-user within 24 to 72 hours, pre-programmed for the Subscriber at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode

**D. Supplier's Past Experience**

Supplier warrants that the Wireless Services have been successfully performed on a similar scale for a non-related third-party without significant problems due to the Services or Supplier.

**E. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, and Services furnished under this Contract;
- ii). Wireless Services are pursuant to a particular Request for Proposal ("RFP") and shall be fit for the particular purposes specified by VITA in the RFP and in this Contract, and Supplier is possessed of superior knowledge with respect to the Wireless Services and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Wireless Services;
- iii). SOFTWARE SUBSCRIPTIONS ARE PROVIDED ON AN "AS IS" BASIS AND AUTHORIZED USERS' USE OF THE THIRD PARTY SOFTWARE IS ITS SOLE RESPONSIBILITY. SUPPLIER (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION.
- iv). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to understand and fully utilize the Services without reference to any other materials or information.

**F. Malicious Code**

Supplier has used commercially reasonable efforts to ensure that the Services delivered do not introduce computer viruses.

**G. Remedial Action in the Event of a Virus Infection**

If a software virus, or malware, is contained in or affects any systems or imbedded software provided or maintained by the Supplier for Service delivery, the Supplier will notify VITA as

promptly as possible in the normal course of business and shall take all reasonable steps to remedy the problem and to prevent a reoccurrence thereof.

If this problem did not arise as a direct result of an act or omission of any Authorized User, then the Supplier shall be solely responsible for its costs incurred in Supplier's efforts to remedy the problem.

## **10. TRAINING AND DOCUMENTATION**

Any commercially available training or documentation necessary for the recipient of the Product and Service plans to have full benefit of such Service shall be deemed included in the scope of the order at no cost, unless expressly excluded.

Supplier shall make available to Authorized Users commercially available Product information. Such information may be available at Supplier's website or upon request from Supplier's sales representative.

## **11. RATES, ORDERS AND COMPENSATION**

### **A. Non-Exclusivity**

Supplier agrees that no pricing or service contained in this Contract is based upon "exclusivity" or any required percentage of the Commonwealth's or Authorized User's overall or service-specific spend or volume.

### **B. Fixed Pricing**

Except for the process described in the "Annual Competitive Review Process" section of this Contract, all prices, terms, warranties and benefits granted by the Supplier in their proposal and this Contract are fixed and stabilized for the term of the Contract, including any extension years.

### **C. Telecommunications Service Orders**

To order Services VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Wireless Service(s) identified herein. VITA may specifically grant additional named Authorized Users the ability to place TSOs with Supplier at any point during the term of this contract. VITA will amend Exhibit E to update the list of Authorized Ordering Officers. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Authorized User; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, "Service Fees"), the required Service delivery date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract. Supplier is responsible for ensuring a TSO is complete and valid before processing it. Should any TSO be incomplete or considered not valid by Supplier, Supplier agrees to promptly notify and work with VITA and/or the Authorized User to make the incomplete or invalid TSO complete and valid.

Upon receipt of a written, complete and valid TSO, the Supplier shall process such TSO and return a Service Order containing the following information in no more than two (2) business days or other timeframe as provided in Exhibit B, "Service Requirements:"

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided; and
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

The standard TSO template is provided as Exhibit C.

#### **D. Direct Orders**

In the event, VITA authorizes, in writing, Eligible E-rate Entities or other Authorized Users the authority to place orders directly, the Supplier is solely responsible for:

1. Set up Authorized Users on their own account to enable direct billing at contracted prices set forth in Exhibit A "Service Fees."
2. All reporting requirements to VITA, of this contract, including electronic call records
3. Payment of the Industrial Funding Adjustment, directly to VITA
4. Payment of any rebates, directly to VITA
5. Payment of eVA fees
6. Billing directly to, and collection of all payments directly from such Authorized Users
7. Resolving all billing and payment issues associated with such Authorized Users directly with such Authorized Users
8. Resolving all Product and Service technical problems for such Authorized Users

ALL CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT IN CONNECTION WITH ORDERS PLACED ARE THE SOLE OBLIGATION OF THE ORDERING ORGANIZATION.

#### **E. E-rate**

Supplier agrees to make all E-rate Eligible Wireless Services as listed and priced herein available directly to any Eligible E-rate Entity. Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to Eligible E-rate Entities on behalf, and for the benefit, of those Eligible E-rate Entities. The Supplier also agrees to assist Eligible E-rate Entities in Eligible Entities efforts to apply for E-rate funds to the extent permitted under E-rate Program rules.

Eligible Entities must notify Supplier upon selection for award related to the E-rate program. Eligible Entities may need to sign Supplier's supplemental terms and conditions related to participation in the E-rate program and comply with Supplier E-rate program participation requirements.

#### **F. Orders with Federal Funding**

Supplier shall not accept any order issued pursuant to this Contract if such order is to be funded, in whole or in part by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs. Authorized Users must identify any orders to be funded, in whole or in part, by federal funds.

#### **G. Ordering Authority**

The TSO ordering provisions above designate the process for the placement of new Service orders and installations with the Supplier. The process will be the only authorized way to place orders with the Supplier. The Supplier will implement provisioning processes to ensure that orders are not accepted outside of the process, and orders placed and billed outside of these procedures will not be the financial responsibility of the VITA, the Commonwealth or any Authorized Users of the Commonwealth, unless specifically authorized in writing. VITA reserves the right to subsequently change its processes, including designating additional individuals or organizations that will be authorized to place orders.

#### **H. VITA Approval and Contracting Authority**

The Supplier recognizes that VITA reviews and approves all purchases of telecommunications Services for purchases made under this Contract, except for those customers that VITA authorizes to purchase directly from Supplier. The Supplier agrees that the Supplier will not provide such Services unless VITA has given its advance, written approval, for any individual, Authorized User or subscriber to order services from Supplier by a TSO.



**I. Ordering Officer(s)**

Authorized Users will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, payment will be made only pursuant to a valid order executed by a named Ordering Officer. VITA's authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time. In no circumstances may the Supplier accept, or act on, an order received by anyone not designated as an Ordering Officer under this contract. Any order received, referencing this contract, which is not signed by a designated Ordering Officer on this Contract shall be returned to the ordering office and reported to VITA at [SCMinfo@vita.virginia.gov](mailto:SCMinfo@vita.virginia.gov).

**J. Most Favored Nation**

Supplier warrants that the prices under this Contract are fair, reasonable and commensurate with the terms and rates otherwise being offered by Supplier to other government customers, that purchase substantially similar services, at similar line volumes and, under substantially similar terms and conditions. The Supplier agrees to make VITA aware of any new service plans that may become generally available for all government customers during the term of this Contract. New service plans are subject to the commercial terms associated with such plans and must be formally added to the Contract before they can be purchased.

**K. Purchase Price and Price Protection**

Exhibit A, "Service Fees," sets forth the fees and the applicable discounts. Authorized Users shall not be required to pay any additional costs above those costs provided for in Exhibit A, "Service Fees" except for separately charged taxes, fees and surcharges to the extent applicable (see Section 21.H).

**L. Regulatory Fees and Other Surcharges**

For any regulatory surcharges, accurately reflect the amounts that the Supplier is required to pay to government agencies or others, and only for the services on which such obligations are actually applicable.

No regulatory charges will be applied retroactively, whether as a result of a change in Supplier's policy or some other event.

**M. Waiver of One-Time Charges for Transport Services**

Supplier acknowledges all activation fees and termination fees, including early termination fees, late fees, MTN change fees, MTN reassignment fees, MTN transfer fees and name change fees are waived for all Authorized Users.

**N. Non-Recurring Fees**

Non-recurring fees are billed when applicable and are identified below:

- Insufficient Funds Check - \$25.00
- Bill Reprint - \$5.00
- Shipping charges in accordance with Paragraph 5 – HARDWARE AND EQUIPMENT, A.  
– Shipping costs

**O. Late Payment Charges**

Supplier agrees to waive all late payment charges associated with invoices for Services provided under this Contract, except to the extent such late payment charges are required by law.

**12. INVOICE PROCEDURES**

**A. Invoice Submission**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, "Service Fees" and/or Exhibit H, "Equipment and Accessory Pricing". In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which Authorized User is benefiting from the Services. Without

limiting the foregoing, Supplier's price for Products shall include two-day shipping to the Subscriber or VITA. (Shipping time is calculated from the time order is entered into Supplier's system.) If the Authorized User requests expedited or special delivery, Authorized User will be responsible for any charges for expedited or special delivery at current delivery rates. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details.

Supplier shall submit to VITA, at the time of invoice, an electronic file in an industry standard format, acceptable to VITA, (currently the preferred method is EDI, followed by MABEL and CSV), which contains call or connection detail, for each line of service under this contract, for the billing period, regardless of whether the line appears on the invoice. This file(s) shall include "call detail" records and any and all information necessary to reconcile the Supplier's invoice. The invoice will not be considered complete and processed for payment until the electronic files are received. The Supplier will "push" the files to VITA and VITA shall not be required to "run reports" or otherwise "fetch" this electronic data, unless otherwise agreed to in the contract.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other Authorized User.

#### **B. Universal Service Fund**

Authorized Users receiving E-rate funding may be authorized by VITA to order directly from the Supplier. Those Ordering Officers are listed as authorized in Exhibit E, "Individuals Authorized to Order Services". Because the E-rate rules require service providers to provide E-rate participants with a choice of BEAR or SPI billing, any E-rate participant that selects the SPI billing method must be listed in Exhibit E.

#### **C. Disputed Charges**

If, before payment of an invoice, Authorized User notifies the Supplier in writing of a disputed charge, Authorized User will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to Authorized User's notification of a disputed charge acknowledging its receipt within five (5) business days. If an Authorized User disputes an invoiced charge, such disputed charges will be resolved (whether by credit or explanation of the charge to the Authorized User's satisfaction) in the Authorized User's required format within two (2) billing cycles (60 days) following Authorized User's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. Authorized User will not pay any disputed amounts that remain unresolved after 120 days after written notice of the dispute is provided to the Supplier's Contracts organization. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

#### **D. Overpayment**

If Authorized User notifies the Supplier in writing of a disputed charge, any credit(s) issued to Authorized User shall include all associated surcharges, regulatory charges and taxes that Supplier is authorized to recoup from the applicable regulatory or taxing authorities.

If Authorized User has overpaid the Supplier because of a billing error, the time within which Authorized User may seek credits for overcharges (including associated surcharges, regulatory charges and taxes) will be governed by applicable law.

**E. Delayed Billing/Billing Guarantee**

Except in the event of amounts initially disputed by Authorized User which are re-billed by the Supplier, Authorized User will not pay charges for services initially invoiced more than 90 days after the close of the billing period in which the charges were incurred. This requirement applies to all charges, including without limitation, Moves, Adds, Changes, Disconnections (MACD) charges, recurring charges, usage-based charges and non-recurring charges, as well as fees, surcharges, regulatory charges and taxes.

**F. Purchase Payment Terms**

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services and installations have met Acceptance criteria, and the effective date for any recurring or partial month charges shall not precede the date of Acceptance.

Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule. Should Supplier over bill Authorized User for a given line item charge for more than three (3) consecutive billing cycles, Supplier shall provide Authorized User with an additional credit equivalent to ten percent (10%) of the amount over billed for each month that such overbilling continues.

All payment terms are net 30 days after receipt of proper invoice.

**13. COOPERATION WITH AGENTS**

Supplier agrees to cooperate with and take instructions from any Agent under contract with an Authorized User. The third party provider's responsibilities may include, for example, procuring Services from Supplier on behalf of Authorized User, liaising with Supplier with respect to service faults or failures, and reviewing, authorizing and paying Supplier invoices.

The Supplier must fully cooperate, at no additional charge, with the Agent in all areas that Authorized User requires. If an Agent is used for processing Supplier's invoices, Supplier must agree to send billing detail directly to the Authorized User and the Agent, at no additional cost to the Authorized User.

Supplier will not require any such Agent to execute a Non-Disclosure Agreement (NDA) as long as such Agent is under NDA with VITA or the Authorized User.

**14. REPORTING**

Supplier is required to submit to VITA the following monthly reports:

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods. As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance under the contract to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of

Compliance shall be certified and signed by Supplier's contractually authorized representative. The Supplier's SWaM Subcontracting Certifications of Compliance shall be maintained by VITA in the procurement file. Should Supplier fail to comply with its contractually obligated Plan spend or fail to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts with Supplier. Failure to comply with all reporting and other requirements in this Section may result in default of the Contract.

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>. The report must match the electronic invoice. The Sales Reporting System used to report and submit your monthly sales data will include these fees and percentages:

- IFA: 2% of monthly sales

## 15. CONFIDENTIALITY

### A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, advisors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

Supplier agrees that all information that relates to the quantity, technical configuration, type, destination, location and amount of use of a service under the contract obtained by Supplier as a result of providing service pursuant to this Contract will be considered confidential to VITA and the ordering Authorized User and not to Supplier. This includes all such information included in reports and other deliverables prepared by Supplier.

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted under the Virginia Freedom of Information Act or other applicable laws.

### B. Exclusions

The term "Confidential Information" shall not include information that is:

- in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- required to be disclosed by law, including the Virginia Freedom of Information Act (§§ 2.2-3700 *et seq.* of the Code of Virginia) or a court order.

### C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing

Authorized User all tangible Confidential Information (and all copies thereof, except to the extent any record is required by law to be retained) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

#### **D. Confidentiality Statement**

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract may be required by any Authorized User to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract.

#### **E. Customer Proprietary Network Information (CPNI)**

By placing an order under the Contract, each and every Subscriber provides its consent to the disclosure, by Supplier to VITA or its designee, upon VITA's request, of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, or other information, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

### **16. INDEMNIFICATION AND LIABILITY**

#### **A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, Subscribers, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this Contract, such settlement shall be satisfactory to that institution.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend

their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services; or (b) replace or modify such infringing Services with non-infringing services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with comparable temporary replacement services, or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining alternative services in the event such Authorized User cannot benefit from the affected Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Services, along with any other Services combined with, supported by or dependent upon the infringing Services, and refund the price paid to Supplier for such Services.

#### **B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to the greater of One million dollars (\$1,000,000.00) or two times the total amount paid to the Supplier under this Contract as of the date of the event or circumstance giving rise to contractor's liability. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-occurrence or per-accident basis.

EXCEPT FOR CLAIMS COVERED BY THE ABOVE DOLLAR LIMITATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS CONTRACT, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

### **17. SECURITY COMPLIANCE**

Supplier shall comply with all federal, state and local laws and regulations applicable to the purchase of commercially available wireless products and services under the Contract. The Commonwealth of Virginia security protocols are published by VITA and can be found at <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> or a successor URL(s). For any individual Subscriber's location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents to the extent required by law or local ordinance or as mutually agreed by the Parties. Supplier may, at any time, be required to execute and complete additional forms which may include non-disclosure agreements to be signed by Supplier acknowledging that all Subscriber's information with which Supplier's employees and agents come into contact while at the Subscriber's site is confidential and proprietary. Any unauthorized release of proprietary or Personal Information in violation of applicable law by the Supplier or any employee, agent or subcontractor of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall promptly notify VITA, Authorized User and Subscriber, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA, Authorized User or Subscriber to Supplier. This section does not apply to information transmitted by end users, who are ultimately responsible for the security of information they chose to send over Supplier's network. Supplier shall collaborate with VITA in investigating and assessing the extent and nature of the unauthorized disclosure.



## **18. IMPORT/EXPORT**

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed, or marked, "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

## **19. INVENTIONS AND COPYRIGHTS**

Supplier grants Authorized Users the right to use, copy, modify, transmit, and distribute for their benefit, for government use and purposes, including internal and third-party information processing, all papers, reports, forms, or other goods or materials developed as deliverables solely at the direction of VITA under the term of this Contract and delivered to the Commonwealth during the term of this Contract.

## **20. ACCEPTABLE USE POLICIES**

Supplier and the Commonwealth agree to the Acceptable Use Provisions (AUP) in this agreement (Exhibit F). This Acceptable Use Policy applies solely for all Products and Services acquired under this Contract unless agreed upon by both parties in writing.

The Acceptable Use Policy can only be changed or updated by written modification to this contract.

## **21. GENERAL PROVISIONS**

### **A. Relationship Between VITA, Authorized Users and Subscribers; and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or Subscriber or in any way to bind, to commit VITA or any Authorized User or Subscriber to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User or Subscriber. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User or Subscriber, and neither VITA nor any Authorized User or Subscriber shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User or Subscriber is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User or Subscriber, shall be reimbursed by Supplier upon demand by VITA or such Authorized User or Subscriber.

### **B. Incorporated Contractual Provisions**

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference:

[https://www.vita.virginia.gov/uploadedfiles/VITA\\_Main\\_Public/scm/StatutorilyMandatedTsandCs.pdf](https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf).

The contractual claims provision of §2.2-4363 of the Code of Virginia and the required eVA provisions at: [http://vita.virginia.gov/uploadedfiles/VITA\\_Main\\_Public/scm/eVATsandCs.pdf](http://vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf) are also incorporated by reference.

For any orders or SOWs issued by an Authorized User under a Contract that will or may include the entry, handling, processing, storage, movement, sharing of or access to Federal Tax Information (FTI) by Supplier or any subcontractor of Supplier in any manner, IRS Publication 1075 shall apply to that order, SOW and Contract. The Tax Information Security Guidelines for Federal, State and Local Agencies – Exhibit 7, Safeguarding Contract Language, as appropriate, and the requirements specified in Exhibit 7 in accordance with IRC 6103(n) are included by

reference and are located at this URL:

[http://www.vita.virginia.gov/uploadedFiles/VITA\\_Main\\_Public/SCM/Mandatory\\_IRS\\_Pub\\_1075\\_for\\_FTI\\_data.pdf](http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTI_data.pdf). Supplier hereby acknowledges that it will comply with all applicable requirements of these terms and IRS Publication 1075 in its entirety. Non-compliance with the terms and IRS Publication 1075 may be determined, solely by VITA, as a material breach of the applicable order or SOW or the Contract. Further, the use of the term "Contractor" in these terms and IRS Publication 1075 means the same as the term "Supplier," as defined and used in the Contract. FTI consists of federal tax returns and return information (and information derived from it) that is in the agency's (i.e., Authorized Users of this Contract, as defined herein) possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as Sensitive but Unclassified information and may contain personally identifiable information (PII).

The terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that VITA Authorized User issuing the order or SOW will be held harmless. If a change is made to the mandatory terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

#### **C. Compliance with the Federal Lobbying Act**

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit D hereto.

#### **D. Licenses and Permits**

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified in any order issued pursuant to this Contract.

#### **E. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

#### **F. Ethics in Public Contracting**

By submitting their proposals, Suppliers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. In addition, supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VITA if it becomes aware of a potential conflict of interest in the future.

#### **G. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later



than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any Services hereunder.

#### **H. Taxes, Surcharges and Exemptions**

If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected from Authorized Users by Supplier (each, a "Tax"), or a serving carrier charges Tax on a roaming call, then Supplier may bill such Tax to Authorized Users, and Authorized Users shall pay such Tax. If Supplier incurs a tax (other than a net income tax) or other expense to comply with legal or governmental requirements, or other expense to provide or improve service to its customers, and Supplier bills a surcharge to recover or offset the cost of such expense (a "Surcharge"), then Authorized Users shall pay such Surcharge. Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Authorized Users provides Supplier with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Supplier, then that specific Tax will not be collected from Authorized Users. If an exemption applied by Supplier at Authorized Users' request is found not to apply, then Authorized Users shall upon demand pay Supplier the uncollected Tax and all related interest, penalties and additions to the Tax. Supplier shall not issue credits for a Tax that is billed prior to Verizon Wireless's receipt of evidence of exemption.

#### **I. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any Authorized User or Subscriber or refer to VITA or any Authorized User or Subscriber, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User or Subscriber. In no event may Supplier use a proprietary mark of VITA or an Authorized User or Subscriber without receiving the prior written consent of VITA or the Authorized User or Subscriber.

#### **J. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). VITA and Supplier, if Supplier is incorporated in the Commonwealth of Virginia, at the addresses shown on the signature page.
- ii). Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Director of State and Local Contracts, Verizon Wireless, 7600 Montpelier Rd., Laurel, MD, 20723. A

copy will also be sent to the Registered Agent registered with the Virginia State Corporation Commission, if applicable.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically

**K. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**L. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment without consent shall be void; such consent shall not be unreasonably withheld. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**M. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**N. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**O. Survival**

The provisions of this Contract regarding License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**P. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

**Q. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users and Subscribers reserve any and all other remedies that may be available at law or in equity.

**R. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Five (5) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

**S. Unauthorized Sales**

Supplier agrees that it is not engaging, and shall not engage, during the term of the Contract (including any renewal period or period of Transition Assistance), in selling services to Commonwealth executive branch agencies required to purchase under this Contract. Supplier will work to bring all Commonwealth executive branch agency sales under this Contract to the extent that such action does not breach any existing contract with such customers. Should a Commonwealth executive branch agency purchase outside of this Contract, the Supplier shall promptly notify VITA to the extent permitted by contract or law, and work with VITA and the Commonwealth executive branch agency to move the Commonwealth executive branch agency's service under this contract. Should the lines transferred entitle VITA to lower pricing under this contract Supplier will make the adjustment to pricing under this contract retroactive to the date the Commonwealth executive branch agency should have been purchasing under this Contract.

**T. Contract Administration**

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**U. Order of Precedence**

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, then any specific order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of an Acceptable Use Policy), the negotiated terms of this Contract shall take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the parties set forth in the Contract.

**V. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A     Service Fees
- ii). Exhibit B     Service Requirements
- iii). Exhibit C     TSO Template
- iv). Exhibit D     Certification Regarding Lobbying
- v). Exhibit E     Individuals Authorized to Order Services (VITA Ordering Officers)
- vi). Exhibit F     Commonwealth of Virginia Acceptable Use Policy Provisions
- vii). Exhibit G     Supplier Procurement and Subcontracting Plan
- viii). Exhibit H     Equipment and Accessory Pricing

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

To the extent that any order issued hereunder includes any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force or effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

[SIGNATURE PAGE TO FOLLOW]

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

**SUPPLIER**

By:   
(Signature)

Name: Todd Loccisano  
(Print)

Title: Executive Director, Enterprise &  
Government Contracts

Date: October 4, 2017

Address for Notice:  
7600 Montpelier Rd, Laurel, MD 20723

Attention: Director – Contract Management,  
State & Local Contracts

**VITA**

By:   
(Signature)

Name: Nelson P. Moe  
(Print)

Title: Chief Information Officer

Date: 10/23/17

Address for Notice:  
11751 Meadowville Lane  
Chester, VA 23836

Attention: Contract Administrator

**EXHIBIT A – SERVICE FEES**

## COVA RFP 2017 – 07

### Exhibit A Pricing

#### Definitions:

**Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

**Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

**Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

**Machine to Machine Service ("M2M Service"):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

**M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

**Plans, Features, Rates and Charges:** The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change as long as the line remain on the same calling plan. As detailed in the contract, rates, charges and fees, listed below (excluding FUSF) may be changed following the formal Amendment process. Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require Customer to change the calling plan to ensure the plan is compatible with the Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available for purchases made through agents or at retail store locations.

**Term of Lines ("Line Term"):** The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 year). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

**Early Termination Fees ("ETF"):** ETFs are waived for Government Subscribers.

**M2M Management Center:** The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth herein. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

**Grandfathered Pricing.** All existing lines purchasing under expired Contracts for Wireless Voice & Data Products between the Commonwealth (COVA) and the Vendor will migrate immediately to this Contract as inactive plans.

**Government Subscriber Revenue Rebate.** A 1% Government Subscriber Revenue Rebate will be paid to COVA on its government liable lines total net monthly access and usage charges. Taxes, surcharges and regulatory fees, M2M and IoT services, Equipment and accessory purchases will not count toward the rebate calculation. The revenue rebate will be calculated based upon the net monthly access and usage charges of all eligible lines active and billing during the prior quarter without suspension. To qualify for the quarterly revenue rebate, COVA must maintain a minimum of 20,000 active lines of service (excluding M2M and IoT) of which 40% must be eligible Smartphone devices. The 1% Government Subscriber Revenue Rebate will be calculated at the end of each calendar quarter and a credit will be issued within 60 days of the end of the applicable quarter. No partial rebates will be issued. The offer period for the rebate will be the initial term of the contract. Verizon Wireless reserves the right to extend the revenue rebate offer for each renewal term of the contract at its sole discretion. The 1% Government Revenue Rebate is not available when the agreement is in month to month status.

**Accessory Discount.** Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

## WIRELESS VOICE CALLING PLANS

### LOCAL CALLING PLAN

#### Custom Commonwealth of Virginia Voice Rate Plan: Government Subscribers Only

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

##### Custom Commonwealth of Virginia Voice Rate Plan

Monthly Access Charge	\$6.99
Domestic Anytime Voice Minutes Per Month	0 Minutes
Voice Per Minute Rate	\$0.10
Domestic Long Distance	Included for Domestic Long Distance Calls Made from Home Calling Area
Domestic Data	\$1.99/MB (sent/received)
Domestic Roaming Rate per minute	\$0.69
OPTIONAL FEATURES	
1000 Domestic Night & Weekend Minutes	\$5.00
1000 Domestic Mobile to Mobile Minutes	\$5.00

**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. Voice service is required. \*This plan includes a home airtime area that encompasses the Commonwealth of Virginia only. Please see Commonwealth of Virginia map for more information. The Commonwealth of Virginia will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Plan Terms and Feature Details for important information about calling plans, features and options.



## NATIONWIDE CALLING PLANS

### Custom Commonwealth of Virginia Nationwide Voice Calling Plans

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

Custom COVA Nationwide Voice Calling Plans:	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	200	400	600	Unlimited
Monthly Access Charge (non-share)	\$19.99	\$21.99	\$34.99	\$44.99
Monthly Access Charge (share)	\$22.99	\$23.99	\$36.99	N/A
Voice Overage Rate per minute	\$0.25			N/A
Domestic Night & Weekend Minutes	Unlimited			
Domestic Mobile to Mobile Minutes	Unlimited			
Included Domestic Text, Picture & Video Messages	Included			
Domestic Long Distance	Included			
Domestic Data	\$1.99/MB (sent or received)			

#### OPTIONAL

Unlimited Domestic Push to Talk Plus	\$5.00/per user (device dependent)
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**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options.

**Account Share - Voice Sharing:** 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. These plans share with the \$14.99 Add-A-Line plan.

### Custom Nationwide for Business Share Plans with Shared 3G/4G Business Email and Messaging\*: Commonwealth Of Virginia Subscribers Only

These plans are not eligible for monthly access fee discounts

Monthly Access Fee	\$56.99
Monthly Anytime Minutes	Unlimited
Data Allowance (with sharing)	1 GB
Data Overage Rate	\$10.00 per GB
Domestic Messaging (text, picture, video)	Unlimited
Unlimited National Mobile to Mobile	Included
Unlimited Night & Weekend	Included
Domestic Long Distance	Included

#### OPTIONAL FEATURES

Unlimited Domestic Push To Talk Plus	\$5.00 per user/ (device dependent)
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**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. \*Only Smartphone's can be activated on this plan.

**Account Share - 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.

## Custom Commonwealth of Virginia Nationwide Voice Calling Plans Add-a-Line Voice Plans

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

### Add-a-Line Voice Plans Custom Commonwealth of Virginia Nationwide Voice Calling Plans Only

Monthly Access Charge	\$14.99
Domestic Anytime Voice Minutes Per Month	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text Messages	Unlimited
Domestic Long Distance	Included
Domestic Data	\$1.99/MB (sent or received)
OPTIONAL	
Domestic Push to Talk Plus	\$5.00

**NOTE:** See attached Plan and Feature Details for important information about calling plans, features and options. No more than 50% of plans on a single account can be placed on the Additional Line Voice Shared Minute Data Plan. The \$14.99 Add-A-Line plane share with the 200/400/600 voice and 200/400/600/1000 voice and data bundle plans.

**Account Share - Voice Sharing:** 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.

## WIRELESS VOICE & DATA BUNDLED PLANS

### Custom Commonwealth of Virginia Domestic Nationwide Voice & Flat Rate Data Bundle Plans

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

Nationwide Voice & Data Plans:	200 Minute Voice/Data Bundle	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle	Unlimited Voice/Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>200</b>	<b>400</b>	<b>600</b>	<b>1000</b>	<b>Unlimited*</b>
Monthly Access Charge (non-share)	\$37.99	\$42.99	\$56.99	\$66.99	\$89.99
Monthly Access Charge (share)	\$39.99	\$44.99	\$58.99	\$68.99	N/A
Overage Rate per minute	\$0.25				N/A
Domestic Data Allowance for Email	Unlimited				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Domestic Text, Picture & Video Messages	Unlimited				
Domestic Long Distance	Included				
Domestic Push to Talk Plus	Unlimited				

**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. \*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. **Account Share - Voice Sharing:** 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.

### Custom Nationwide for Business Share Plans with Shared 3G/4G Business Email, \*Mobile Hotspot and Messaging: Commonwealth of Virginia Subscribers Only

These plans are not eligible for monthly access fee discounts

Monthly Access Fee	\$99.99
Monthly Anytime Minutes	Unlimited
Data Allowance with MHS *	Unlimited **
Domestic Messaging (text, picture, video)	Unlimited
Unlimited Mobile to Mobile	Included
Unlimited Night & Weekend	Included
Domestic Long Distance	Included

#### OPTIONAL FEATURES

Domestic Push To Talk Plus	\$0.00 Unlimited
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**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available.

\*Mobile Hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices.

\*\*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.

## Custom Commonwealth of Virginia Global Nationwide Voice & Global Data Plans

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

Nationwide International Email for Commonwealth of VA: Government Subscribers Only	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Monthly Access Fee (non-share)	\$62.99	\$76.99	\$86.99
Monthly Access Fee (share)	\$64.99	\$78.99	\$88.99
Voice Overage Rate	\$0.25 per minute		
International/Global Phone Roaming†		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	\$0.99	\$1.99
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Email Allowance	Unlimited <sup>1</sup>		
International Email Allowance	Unlimited <sup>2</sup>		
Included Domestic Text, Picture & Video Messages	Unlimited		

**Notes:** Requires a 4G Global capable smartphone. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Plan and Feature Details for important information about calling plans, features and options.

†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](http://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.

1 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.

2 International Data Allowance: If 1 GB of 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.

**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.

**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.

## Custom Commonwealth of Virginia 3G Domestic BlackBerry/Smartphone Data Plan

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

Monthly Access Charge	\$39.99
Voice Rate per minute	\$0.25
Domestic Data Allowance	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited
Domestic Long Distance	Included
Optional	
Domestic Push to Talk Plus	\$5.00

**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. 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.

## Custom Commonwealth of Virginia 4G Domestic BlackBerry/Smartphone Data Plan

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

Monthly Access Charge	\$39.99
Voice Rate per minute	\$0.25
Domestic Data Allowance	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited
Domestic Long Distance	Included
Optional	
Domestic Push to Talk Plus	\$5.00

**Notes:** See attached Plan and Feature Details for important information about calling plans, features and options. 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.

## Unlimited Plan for Smartphones - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00
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](http://www.verizonwireless.com).

## WIRELESS DATA PLANS

### Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99
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
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.

### Custom 3G/4G Mobile Broadband: Commonwealth of Virginia Subscribers Only For Internet browsing, email, or Intranet access.

This plan is NOT eligible for monthly access fee discounts

Monthly Access Fee	\$37.99
Data Allowance	Unlimited
Domestic Long Distance	Included

Notes: Current coverage details information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Streaming video is NOT permitted on this plan. See attached Plan and Feature Details for important information about calling plans, features and options.

\*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.

### Custom Commonwealth of Virginia Mobile Broadband Plan

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

Mobile Broadband Share Plans:	2 Gigabyte
Monthly Access Fee	\$24.99
Domestic Data Allowance Per Month	2 GB
Domestic Overage Rate Per Gigabyte	\$10.00 (\$0.0000095 per Kilobyte)
Domestic Long Distance	Included

Notes: Current coverage details information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan

## Public Sector Mobile Broadband Share Plans: Government Subscribers Only

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

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	\$37.99 (90238)	\$59.99 (90240)	\$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
NationalAccess Roaming	\$0.002 per Kilobyte		

**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 NationalAccess and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://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.



## WIRELESS FEATURES

### Global Data Optional Feature

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

Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
<b>\$29.99</b> (4G/3G/GSM)	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

**Notes:** Current coverage details, a list of Global Data Plan countries and additional information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). The data allowance applies in over 140 countries, where coverage is available. See Plan and Features Details section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

## MACHINE-TO-MACHINE (M2M) /TELEMETRY PLANS

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

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

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

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

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

Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB
Monthly Access Charge	\$20.00	\$25.00	\$37.50	\$60.00
Overage Rate Per Megabyte	\$0.015			

**Notes:** Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. See 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.

### Custom Commonwealth of Virginia Machine to Machine Share Plans

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	Data Allowance	Overage Rate
\$4.75	1MB	\$0.00125/KB
\$5.00	2MB	
\$7.00	5MB	
\$10.00	25MB	
\$15.00	50MB	
\$18.00	150MB	

**Note:** This plan is restricted to Verizon Wireless 3G and 4G network use only; domestic roaming is not available. Current data coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Activation on this plan requires a 24-month Line Term. Netbook, Smartphone, and Tablet devices are not eligible for Machine to Machine pricing. See Plan and Feature Details for important information about calling plans, features and options.

#### Account Share

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

### Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

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

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	\$37.99 (90232)	\$59.99 (90234)	\$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
NationalAccess Roaming	\$0.002 per Kilobyte		

**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 NationalAccess and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 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 Machine to Machine Plans are able to share with each other.

## ADDITIONAL WIRELESS FEATURES AND SERVICES

### Optional Calling Features

Calling features are not eligible for any further discounts.

Feature	Monthly Access Charge	Allowance	Overage Rate
Domestic Text Messaging per message	\$2.99	100 messages	\$0.10 per message
	\$4.99	250 messages	
	\$7.99	600 messages	
Domestic Picture & Video Messaging	\$2.99	20 messages	
	\$4.99	40 messages	
Domestic Text, Picture & Video Messaging	\$10.00	Unlimited	N/A
Push to Talk Plus (PTT+)	\$5.00 available on calling plans with a monthly access fee of \$14.99 or higher		
Tethering/Mobile Hot Spot (MHS)	\$10.00/eligible device		

**Notes:** Text, Picture and Video Messaging feature details apply. Push to Talk Plus requires PTT+ capable handset. Please contact your Verizon Wireless representative for the most current offer.

### 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](http://www.verizonwireless.com). See attached 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](http://www.verizonwireless.com). See attached 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.

## ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

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

1. **Enterprise Messaging.** EMAG is a VZW service available for a monthly access fee that provides access to EMAG. Customer may use EMAG to send short message service ("SMS") and/or multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers and to subscribers on most domestic wireless carriers; *provided, however*, that inter-carrier messaging requires additional provisioning, is subject to message size, message throughput requirements, and delivery of A2P traffic may also be impacted by another carrier's SPAM policy. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("MDNs"). Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all.

2. **Term and TOS Termination.** The term of this TOS shall be one year from the date the Customer signs the TOS ("Effective Date"). The TOS shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

3. **Intellectual Property.** VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.

4. **License Rights and Restrictions.** Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

5. **Content.** Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices) and VZW content standards (attached hereto as Exhibit "A"), which may be updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. **Consent Requirements.** Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of

opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

7. **HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. VZW reserves the right to increase pricing upon thirty (30) days' notice.

#### Text Only Plans (SMS)

#### Enterprise Messaging (Open Market)

Contingent upon execution of a Blanket Purchase Agreement between the parties  
These plans are being offered as Open Market.

Monthly Message Allowance	Monthly Access Fee (standard text messaging rates apply for Recipient)	Per Message Rate After Allowance
Public Safety* Unlimited	\$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

\*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS Codes:

621910 - Ambulance Services

922120 - Police Protection

922140 - Correctional Institutions

922160 - Fire Protection (except private)

928110 - National Security

922110 - Courts

922130 - Legal Counsel & Prosecution

922150 - Parole Offices & Probation Offices

922190 - Other Justice, Public Order & Safety Activities

#### Text and Multi-Media Plans (SMS/MMS Plans)

Monthly Message Allowance	Monthly Access Fee (standard text messaging rates apply for Recipient)	Per Message Rate After Allowance
15,000	\$100	\$0.02
100,000	\$400	\$0.02
500,000	\$1,950	\$0.02
1,000,000	\$3,700	\$0.02
5,000,000	\$18,000	\$0.01

9. **Public Safety/First Responders:** Additionally, for eligible NAICS Customers, Customer acknowledges and agrees that the SMS only \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety only and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities and no other activities.

10. **Pilot Mobile Phone.** VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.

11. **Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at <http://www.verizon.com/suppliers> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of

Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. **"Unauthorized Code"** means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

**12. Certification Tests.** VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.

**13. Data Retention and Access.** VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days after which time it is deleted. For messages sent or received over the Portal, Verizon retains Customer message content for sixty (60) days after which time it is deleted.

**14. Customer Contact.** Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

**15. Termination of Service.** VZW CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.

**16. Service Limitations.** VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated from time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

**17. Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

**18. Indemnification.** Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.

**19. Miscellaneous.** Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts



of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

## ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

### Exhibit "A" VZW Content Standards

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

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

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, none of the content and materials included can disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

## ENTERPRISE MESSAGING TERMS OF SERVICE (GOVERNMENT)

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

1. **Enterprise Messaging.** EMAG is a VZW service available for a monthly access fee that provides access to EMAG. Customer may use EMAG to send short message service ("SMS") and/or multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers and to subscribers on most domestic wireless carriers; *provided, however*, that inter-carrier messaging requires additional provisioning, is subject to message size, message throughput requirements, and delivery of A2P traffic may also be impacted by another carrier's SPAM policy. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("MDNs"). Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all.

2. **Term and TOS Termination.** The term of this TOS shall be one year from the date the Customer signs the TOS ("Effective Date"). The TOS shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

3. **Intellectual Property.** VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.

4. **License Rights and Restrictions.** Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

5. **Content.** Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices) and VZW content standards (attached hereto as Exhibit "A"), which may be updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. **Consent Requirements.** Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.



7. **HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. VZW reserves the right to increase pricing upon thirty (30) days' notice.

Text **Enterprise Messaging (Open Market)** Only Plans (SMS)

Please note that these plans are being offered as Open Market.  
Contingent upon execution of a Blanket Purchase Agreement between the parties

Monthly Message Allowance	Monthly Access Fee (standard text messaging rates apply for Recipient)	Per Message Rate After Allowance
15,000	\$50	\$0.01
100,000	\$200	\$0.01
500,000	\$975	\$0.01
1,000,000	\$1,850	\$0.01
5,000,000	\$9,000	\$0.005

Text and Multi-Media Plans (SMS/MMS Plans)

Monthly Message Allowance	Monthly Access Fee (standard text messaging rates apply for Recipient)	Per Message Rate After Allowance
15,000	\$100	\$0.02
100,000	\$400	\$0.02
500,000	\$1,950	\$0.02
1,000,000	\$3,700	\$0.02
5,000,000	\$18,000	\$0.01

9. **Pilot Mobile Phone.** VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.

10. **Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at <http://www.verizon.com/suppliers> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "Unauthorized Code" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

11. **Certification Tests.** VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.

12. **Data Retention and Access.** VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days after which

time it is deleted. For messages sent or received over the Portal, Verizon retains Customer message content for sixty (60) days after which time it is deleted.

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**16. Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

**17. Indemnification.** Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.

**18. Miscellaneous.** Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

## ENTERPRISE MESSAGING TERMS OF SERVICE (GOVERNMENT)

### Exhibit "A"

#### VZW Content Standards

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

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;

- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of VZW or its affiliates.

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, none of the content and materials included can disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

### Wireless Priority Service (WPS)

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

Wireless Priority Service	
Discounted Monthly Access Fee	\$0.00
Discounted Feature Initiation Charge	\$0.00
Per Minute of Use Charge	\$0.00

**NOTE:** Wireless Priority Service Access (WPS Access) is subject to the plan details of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

## 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.

### 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)	\$500.00	\$750.00	\$750.00	\$500.00

DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
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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 Fees (Private Network/Static IP) and the DMNR for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only.

- 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

**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.

**Static IP:** Fees are per account level (regardless of the number of IPs ordered) selecting Static IP. 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.

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)	\$0.00	\$0.00	\$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

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

**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.

**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](http://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.

**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](http://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 calling plan's home rate and coverage area, unless otherwise specified in the calling 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.

**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 <sup>1,6</sup>	Three Way Calling <sup>1,6</sup>
Call Forwarding <sup>6</sup>	No Answer/ Busy Transfer <sup>6</sup>
Caller ID <sup>2,6</sup>	Basic Voice Mail <sup>3,6</sup>
411 Connect <sup>sm</sup> <sup>4,6</sup> (Directory Assistance)	Basic TTXt Messaging <sup>5</sup>

<sup>1</sup>Airtime charges apply to all calls simultaneously.

<sup>2</sup>When 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.

<sup>3</sup>Airtime charges apply to message retrieval.

<sup>4</sup>411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

<sup>5</sup>TXt 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.

<sup>6</sup>Feature 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 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](http://www.verizonwireless.com) for additional Push to Talk Plus 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 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 (ix) 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 Weekends:** 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.

**TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT 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](http://www.vtext.com) for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT 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 TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ 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/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/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 TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://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.

**International Eligibility:** International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. See [verizonwireless.com/global](http://verizonwireless.com/global) for details.

#### **International Long Distance:**

Subscribers need International Eligibility to make international calls to most countries, but subscribers can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see [verizonwireless.com/International](http://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](http://www.verizonwireless.com/international) for details.

#### **International Roaming (Global Phone):**

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 subscriber is 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 subscriber service for good cause if less than half of subscriber 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](http://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](http://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](http://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](http://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.

**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 Manager<sup>SM</sup> 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.

### Verizon Wireless Private Network Service

**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.



**Service Based Access ("SBA"):** SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

### 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. S

**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.

### Share Option

**Share Option:** Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

**Nationwide Calling Plans.** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. 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. **Account Share:** Voice Sharing: 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.

**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.

### M2M Data Plans and Feature Details

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.

**NationalAccess Roaming Feature:** 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](http://www.verizonwireless.com).

**Data Roaming:** For more information on roaming visit <http://www.verizonwireless.com/landingpages/international/>.

### M2M Share

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

**Profile Data Sharing.** 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.

**Account Data Sharing:** Sharing among M2M Lines is available only among M2M Lines active on plans in the same sharing tier. At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

**Note:** <sup>1</sup>A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

## Fees and Surcharges

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. The following chart reflects current tax/surcharge rates:

<b>Location: Richmond, VA (RICHMOND CITY County)</b> <b>Rates as of October 1, 2017</b>				
Description	Category	Rate	State Agency Exemptions	Non-Profit Exemptions
Administrative Charge	ADMINISTRATIVE CHARGE INTERNET ACCESS	\$0.06	Not Exempt	Not Exempt
Administrative Charge	ADMINISTRATIVE CHARGE TELECOMMUNICATIONS	\$1.23	Not Exempt	Not Exempt
Administrative Charge	ADMINISTRATIVE CHARGE VOIP RATE	\$1.23	NA	NA
Richmond Ind City Tax	COUNTY SALES TAX GENERAL MERCHANDISE	1.00%	LGA, SGA	ALL
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE INTERSTATE TELECOMMUNICATIONS SERVICE	18.80%	Not Exempt	Not Exempt
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE TELECOMMUNICATIONS	4.82%	Not Exempt	Not Exempt
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE VOIP INTERSTATE/INTERNATIONAL LD TOLL	18.80%	Not Exempt	Not Exempt
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE VOIP RATE	12.20%	Not Exempt	Not Exempt
Local Bus Lic Surchg	MUNICIPAL LICENSE SURCHARGE TELECOMMUNICATIONS	0.50%	Not Exempt	Not Exempt
Regulatory Charge	REGULATORY CHARGE INTERNET ACCESS	\$0.02	Not Exempt	Not Exempt
Regulatory Charge	REGULATORY CHARGE TELECOMMUNICATIONS	\$0.21	SGA Only	Not Exempt
Regulatory Charge	REGULATORY CHARGE VOIP RATE	\$0.21	NA	NA
VA State 911 Fee	STATE 911 TAX TELECOMMUNICATIONS WIRELESS SERVICE ONLY	\$0.75	LGA, SGA	NPEI, NPI Only
VA State 911 Fee	STATE 911 TAX VOIP RATE	\$0.75	NA	NA
VA Communication Sales Tax	STATE COMMUNICATION SRVC TAX TELECOMMUNICATIONS	5.00%	LGA, SGA	NPC Only
VA Gross Receipts Surchg	STATE GROSS RECEIPTS SURCHARGE TELECOMMUNICATIONS	0.16%	Not Exempt	Not Exempt
VA State Sales Tax	STATE SALES TAX GENERAL MERCHANDISE	4.30%	LGA, SGA	ALL
Customer must supply valid exemption documentation to claim any exemption shown.				

## **EXHIBIT B – SERVICE REQUIREMENTS**

### **A. Service Commencement Date**

The Supplier shall begin delivery of Services on the date requested by VITA or the Authorized User (if authorized by VITA to purchase directly from Supplier) and agreed to by the Supplier in a written order. VITA or an Authorized User may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided to its commercial and retail customers of similar size and scope. Failure to comply with this provision may be considered grounds for termination of this Contract.

### **B. Response**

Unless managed through an automated system available to Authorized Users, throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided every two hours until resolution. If an automated solution is available, Authorized Users requiring notification will enroll in the automated solution to receive notifications.

### **C. Product Replacement**

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 2-4 business days of the determination that replacement equipment is required.

### **D. Service Levels and Remedies**

Supplier is committed to customer satisfaction in all facets of performance and offers Service Level Goals. Supplier will not be responsible for liquidated damages.

### **E. Requirements**

Supplier's response to RFP #2017-07 is incorporated into this Exhibit B.

### **F. Wireless Service Plans and Features**

The terms and conditions of each service plan or feature, including unlimited plans, pre-defines the number of gigabytes (GB) that may be consumed by an end user during each billing cycle prior to data speeds being reduced for the remainder of the billing cycle.



## EXHIBIT B

It's the Network<sup>®</sup> for

# Commonwealth of Virginia Virginia Information Technologies Agency (VITA)

Response to Request for Proposal No. 2017-07  
for Statewide Wireless Voice and Data Services  
Equipment

**Due:**

**January 19, 2017**

**Presented by:**

**Elizabeth Lunato  
(804) 314-0308**

**[Elizabeth.Lunato2@vzw.com](mailto:Elizabeth.Lunato2@vzw.com)**

## DETAILED DESCRIPTION OF PROPOSED SOLUTION(S)

### 1.0- Basic Service

1.1 Is your firm in the business of providing Wireless Services?

#### Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 1.1, for further details.

1.2 Is your firm a carrier, reseller of Mobile virtual Network Operator (MVNO)?

#### Verizon Wireless' Response

No. Please refer to Appendix F, Requirement 1.2, for further details.

1.3 Has your firm proposed a multi-carrier solution? If yes, please explain.

#### Verizon Wireless' Response

No, Verizon Wireless has not proposed a multi-carrier solution.

1.4 Does your firm have the ability to provide call or connection detail (*minutes, call numbers and duration, data usage*), identified by MTN, in an electronic format, as supporting documentation for the bill? If yes, please explain.

#### Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 1.4, for further details.

1.5 Does your firm offer Telemetry (M2M) and Unlimited Mobile Broadband Data plans?

#### Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 1.5, for further details.

1.6 Does your firm offer fixed wireless Voice and Data plans?

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Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 1.6, for further details.

**1.7** Does your solution offer the following features:

Verizon Wireless' Response

Yes, our solution offers all features listed under Requirement 1.7. Please refer to Appendix F for more details.

**1.8** Can a monthly spreadsheet, containing pricing for equipment and accessories be provided by the 5th of each month? If yes, please attach for review.

Verizon Wireless' Response

Yes, please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for more details.

**1.9** Will VITA customers be allowed to perform all non-cost related, operational functions, without the involvement of contract points of contact? *(Examples are activation of new equipment, equipment change out, password resets, warranty exchanges and service troubleshooting)*

Verizon Wireless' Response

Yes, VITA customers will be allowed to perform all non-cost related, operational functions, without the involvement of contract points of contact.

**1.10** Is a support number to be published to customers available? If yes, please provide.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 1.10, for further details.

**1.11** Are equipment and plans that make use of multiple carrier networks via some "on the fly" selection process available? If yes, please explain.

Verizon Wireless' Response

Verizon can keep your mobile workforce connected around the world whether your employees are calling internationally from the United States or when they are traveling abroad. Please refer to Appendix F, Requirement 1.11, for further details.

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**Response to Request for Proposal No. 2017-07**

**2.0- Standards Compliance**

**2.1** Does your Solution comply with all current COV ITRM Policies and Standards, as applicable found at: <http://www.vita.virginia.gov/library/default.aspx?id=537>

If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.

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**Verizon Wireless' Response**

Yes.

**2.2** Will your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> If not, please explain.

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**Verizon Wireless' Response**

Yes.

**2.3** Will your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: [http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard\\_gov103-00\\_eff\\_11-04-05.pdf](http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf)

*(Refer to [www.section508.gov](http://www.section508.gov) and [www.access-broad.gov](http://www.access-broad.gov) for further information)*  
If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: *(The VPAT template is located in Appendix C of the Accessibility Standard (GOV103-00)).*

If No, does your solution provide alternate accessibility functionality? Please describe.

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 2.3, for further details.

**3.0- Wireless Voice & Data Coverage**

**3.1** Does your Solution include engineering propagation maps detailing its voice and data cell site locations *(existing and future)*? If yes, please provide.

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**Verizon Wireless' Response**

No. Please refer to Appendix F, Requirement 3.1, for further details.



Response to Request for Proposal No. 2017-07

**3.2** Does your Solution provide statewide coverage for all the voice/cellular and wireless data services? Provide the percentage of the state covered geographically both natively and through roaming partners.

Verizon Wireless' Response

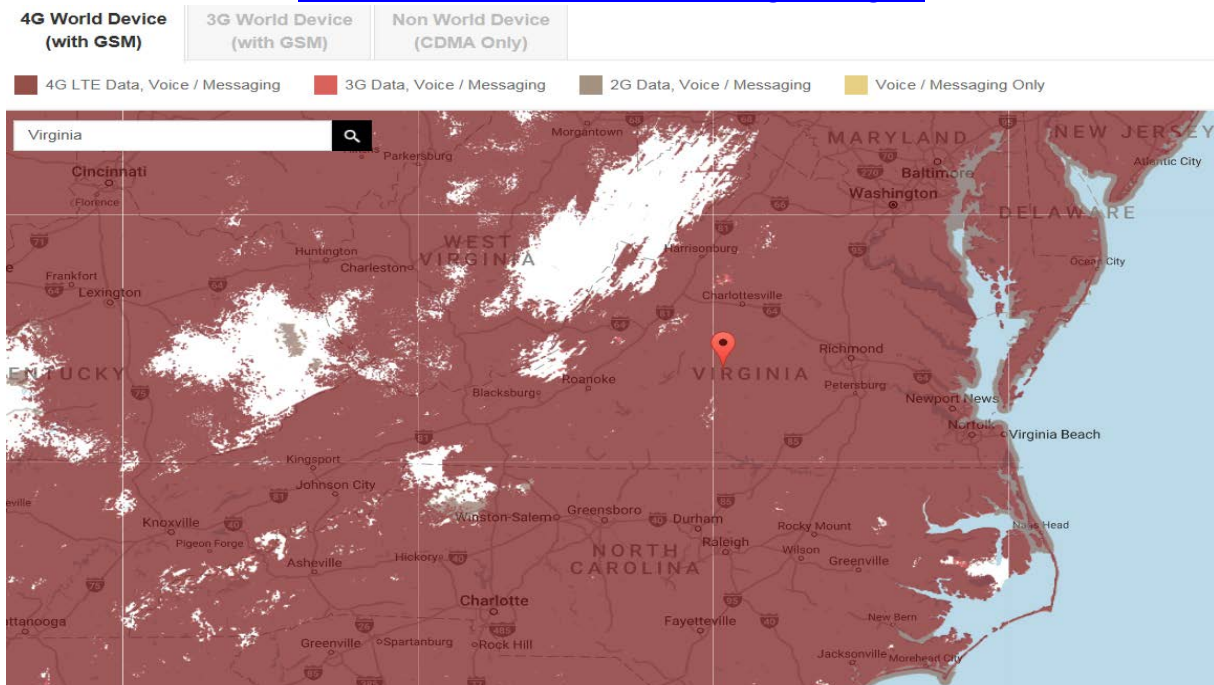
Yes, please refer to the Excel file titled "State of VA Zip Code Analysis\_011917" for more details.

**3.3** Are all wireless voice and data features/functions described in your Solution available and operational everywhere in the Commonwealth and the Washington, DC metropolitan area? If not, please provide a detailed description of where each feature and function works or doesn't work.

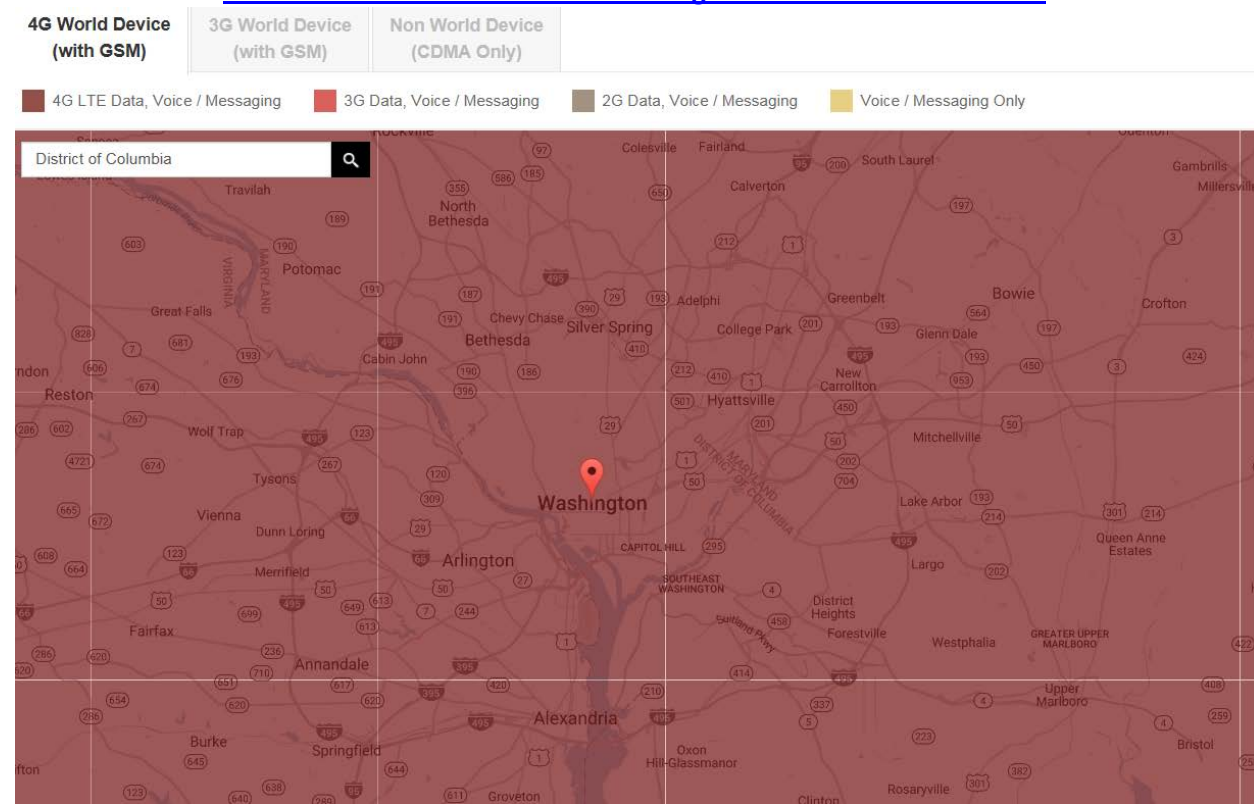
Verizon Wireless' Response

Yes. These Coverage Locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. Coverage Areas outside of the United States include networks run by other carriers, the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. 4G LTE coverage is limited to select 4G LTE devices.

Verizon Wireless' Voice & Data Coverage in Virginia



Verizon Wireless' Voice & Data Coverage in the District of Columbia



**3.4** Does your Solution include statewide voice and data coverage through alliances with other carriers? If yes, list and describe your contractual relationship with each of these carriers.

**Verizon Wireless' Response**

No. Please refer to Appendix F, Requirement 3.4, for further details.

**3.5** Does your Solution include propagation maps for any and all carriers included in an alliance to provide statewide voice and data coverage? If yes, please provide.

**Verizon Wireless' Response**

No, while Verizon Wireless has exceptional network coverage areas (see coverage maps) throughout Virginia and the entire US, Verizon Wireless considers network RF propagation maps as confidential and proprietary information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for VITA to confirm network coverage.

**3.6** Does your Solution include propagation maps indicating signal strengths provided within cell site coverage areas? If yes, please provide.

Verizon Wireless' Response

No, while Verizon Wireless has exceptional network coverage areas (see coverage maps) throughout Virginia and the entire US, Verizon Wireless considers network RF propagation maps as confidential and proprietary information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for VITA to confirm network coverage.

**3.7** Does your Solution allow voice and data users to roam freely among carriers via such methods as non-blocking PRL (*Preferred Roaming List*) or its equivalent? Explain how your roaming solutions works.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 3.7, for further details.

**3.8** Does your Solution include detailed plans for its future expansion of both voice and data coverage areas/tower locations and voice technology upgrades, including planned deployment dates? If yes, please provide.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 3.8, for further details.

**3.9** Does your Solution address the issues of poor in-building coverage for handsets and data? If yes, please explain how.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 3.9, for further details.

**3.10** Does your Solution include providing international voice, SMS/MMS, and data coverage? Please provide details as to how international coverage is provided within your Solution.

Verizon Wireless' Response

Yes, please refer to Appendix C, Pricing, for complete pricing details, terms and conditions of the international plans offered herein. Please note that non-disclosure obligations with our roaming service providers prohibit the sharing of their names with our customers.

For information on our global services and to access our Global Trip Planner, which includes the countries in which you can roam, please visit: <http://www.verizonwireless.com/wcms/global/plans-and-pricing.html>

**Response to Request for Proposal No. 2017-07**

**3.12** Does your Solution include specific plans and commitments to expand coverage and availability thru Wi-Fi Calling, Wi-Fi hotspots, Mesh technologies, in-building repeaters, etc.? If yes, please describe.

**Verizon Wireless' Response**

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Yes, the introduction of Voice over LTE (VoLTE) technology has enabled us to offer High Definition (HD) Voice. With HD Voice, voice calls are delivered over Verizon's 4G LTE network instead of the traditional voice network.

Please refer to Appendix F, Requirement 3.12, for more details.

**3.13** Does your Solution include plans to offer the "build-out" to underserved areas of the Commonwealth, specifically rural areas and state parks? If yes, please elaborate and include any applicable costs.

**Verizon Wireless' Response**

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No, not at this time. However, we have always believed that great networks are the foundation of our growth. We have invested more than \$116 billion nationwide since 2000 to build and enhance our wireless network, and will continue to make significant network-related capital investments into the future, including spectrum acquisitions.

**4.0- Wireless Voice & Data Requirements**

**4.1** Does your Solution include an overview of your voice and data networks that include descriptions/discussions about current and future:

**Verizon Wireless' Response**

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Yes, please refer to Verizon Wireless' response to Appendix F for more details.

**4.2** Does your Solution provide statewide coverage such that each device can be assigned a number that can be called from any land line in its "home calling area" without the land line incurring tolls or other usage charges? Please provide a description of how your Solution will meet this requirement (*whether achieved within your network's existing footprint, through subcontractors, via toll-free numbers, etc.*).

**Verizon Wireless' Response**

---

Yes, please refer to Appendix F, Requirement 4.2, for further details.

**4.3** Does your Solution provide for number portability throughout the Commonwealth such that existing users on another carrier's network may retain their current phone number on your network? Please note any exceptions or limitations

Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.3, for further details.

**4.4** Does your Solution include providing a basic feature package with every voice handset to include but not be limited to the following?

- a. Voice Mail
- b. Caller ID
- c. 3-Way calling
- d. Call forwarding
- e. Call Waiting
- f. Wi-Fi Calling

Verizon Wireless' Response

Yes, please refer to Verizon Wireless' response to Appendix F for more details.

**4.5** Does your Solution offer "Wi-Fi calling" natively on any handset devices? Please elaborate and state any restrictions or billing implications.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.5, for further details.

**4.6** Does your Solution include "push to talk," "walkie-talkie" -like services and equipment?

Verizon Wireless' Response

Yes. Push to Talk Plus (PTT+) is a walkie-talkie, voice based, service that creates a connection between the PTT+ caller and the PTT+ user(s) with the press of a button. Our PTT+ is a data app that transmits over 3G, 4G LTE or Wi-Fi.

Please refer to Appendix F, Requirement 4.6, for further details.

**4.7** Does your Voice devices support SMS and MMS? Group SMS/MMS? Elaborate on any restrictions.

Verizon Wireless' Response

Yes. All currently offered Verizon Wireless digital phones are capable of receiving text messages in the National Enhanced Services Rate and Coverage Area. Messages are billed at the appropriate messaging rates, per recipient, in accordance with your plan and messaging bundle.

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**Response to Request for Proposal No. 2017-07**

**4.8** Does your Solution provide Consumer or Enterprise grade SMS? Please elaborate and point out advantages of your Solution versus others in the market. Please elaborate on your definition of Consumer vs. Enterprise in this context.

**Verizon Wireless' Response**

Yes. Verizon Wireless offers both Consumer and Enterprise messaging options.

Please refer to Appendix F, Requirement 4.8, for further details.

**4.9** Does your SMS solution provide delivery information, regardless of carrier? Does it continue to retry in cases of non-delivery?

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.9, for further details.

**4.10** Does your Solution allow SMS messages be sent to cell devices via email? If yes, please explain.

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.10, for further details.

**4.11** Does your Solution provide SMS gateway API's for integration into applications? If yes, please explain.

**Verizon Wireless' Response**

Yes. Please refer to Verizon Wireless' response to Requirement 4.8 regarding Enterprise Messaging Access Gateway.

**4.12** Does your Solution allow SMS/MMS to be blocked on voice devices? If yes, please explain.

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.12, for further details.

**4.13** Does your Solution include a list of all "Blocks" available and note which are in place by default? (i.e. SMS/MMS, International Calling, email, etc.) If yes, please provide.

---

Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.13, for further details.

**4.14** Does your Solution make use of more than one carrier's network, selecting based on signal strength, congestion, etc.? If yes, please explain.

Verizon Wireless' Response

No. Please refer to Appendix F, Requirement 4.14, for further details.

**4.15** Does your Solution include details regarding what impact(s) future upgrades to your voice services technology/infrastructure will have on subscribers? (*e.g., impact on hardware, software, cost, service continuity, etc.*) If yes, please explain.

Verizon Wireless' Response

Yes. As new technology becomes commercially available, VITA may add new plans, features and equipment that take advantage of the technology's functionality. If new equipment is needed, then VITA may order new equipment in accordance with the terms and conditions for equipment upgrades as outlined in your overarching contract. Please note that the purchase of new equipment may require an extension of applicable line terms.

**4.16** Does your proposed Solution allow cell phones currently used under existing contracts with other carriers to be migrated to your network? Please describe any limitations.

Verizon Wireless' Response

Yes, with clarification. Cellular phones owned by VITA can be retained provided: a) the equipment is compatible with our wireless network and calling plan chosen, and b) can be reprogrammed to the Verizon Wireless service. Subscribers that do not have compatible equipment must purchase new equipment. However, please note that the majority of the equipment being proposed to VITA is being offered at a cost substantially discounted off of the retail price. Please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for the equipment costs that VITA can expect to incur in connection with wireless voice and data service.

**4.17** Does your Solution include providing a variety of equipment models? If yes, please provide product information for each cell phone currently offered, including at minimum make, model number, dimensions, technical specifications and a photograph.

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Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

Yes. Please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for the equipment costs that VITA can expect to incur in connection with wireless voice and data service.

**4.18** Does your Solution include providing cell phone accessories? If so, provide detailed descriptions of the accessories offered, including make and model numbers.

Verizon Wireless' Response

Yes. Please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for the accessory costs that VITA can expect to incur in connection with wireless voice and data service.

**4.19** Does your Solution provide effective, interactive control and use of your proposed wireless voice Products and Services with nonvisual means? If so, please describe how this functionality is achieved.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.19, for further details.

**4.20** Does your Solution, with regard to wireless voice, conform to the Section 508 Access Board Standards? (*refer to: Home - IT Accessibility, [www.section508.gov](http://www.section508.gov) and [www.access-board.gov](http://www.access-board.gov) for further information*) If yes, please include a completed Vendor Product Accessibility Template (VPAT) with your proposal.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.20, for further details.

**4.21** If your response to the above question is "no " does your Solution with regard to wireless voice provide alternate accessibility functionality? If so, please explain how this functionality is achieved.

Verizon Wireless' Response

N/A

**4.22** Are all data services offered in your Solution available and functional across the United States? If not, please explain and provide details as to where each service does or does not function.



Verizon Wireless' Response

Yes, in the entire Verizon Wireless network you will have access to our voice and data services.

**4.23** Are all data services offered in your Solution available and functional across the Commonwealth? If not, please explain and provide details as to where each service does or does not function.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.23, for further details.

**4.24** Does your Proposal include details regarding what impact(s) future upgrades to your data services technology/infrastructure will have on subscribers (e.g., impact on hardware, software, cost, service continuity, etc.)?

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.24, for further details.

**4.25** Does your Solution include providing the following wireless data services to the Commonwealth?

- a. Internet access/Web browsing
- b. Interfacing with Exchange and other messaging products

Verizon Wireless' Response

Yes.

**4.26** Does your Solution provide support and separate rate plans for 3G and/or embedded devices? If yes, please explain.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.26, for further details.

**4.27** Does your Solution include Fixed Wireless Services?

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 4.27, for further details.

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**Response to Request for Proposal No. 2017-07**

**4.28** Does your Solution provide a separate rate or discount for Customer Provided Embedded Equipment for which the Supplier does not have to offer Warranty support?

**Verizon Wireless' Response**

No.

**4.29** Does your Solution include detailed descriptions of the features and functionalities of the wireless data services it is offering to the Commonwealth?

**Verizon Wireless' Response**

Yes.

**4.30** Does your Solution include static IP addresses for all AirCards and Mobile Data Devices?

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.30, for further details.

**4.31** If static IP is added to an existing line, is there a service outage?

**Verizon Wireless' Response**

No, adding a Static IP will not cause a service outage.

**4.32** Does your solution offer to provide a Private Network for all Commonwealth data devices?

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.32, for further details.

**4.33** Does your Solution provide a list of all "Blocks" available and note which are in place by default.

**Verizon Wireless' Response**

Yes. Please refer to Verizon Wireless' response to Requirement 4.13. Please note that blocks are not in place by default and must be requested by an authorized representative of VITA.

**Response to Request for Proposal No. 2017-07**

**4.34** Does your Solution provide “Unlimited” data for Smartphones and Mobile Broadband devices? State any restrictions.

**Verizon Wireless' Response**

Yes. Depending upon the unlimited rate plan selected, should a subscriber exceed 10 - 25 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle.

**4.35** Does your solution provide “Shared or Pooled Data” across Smartphones, Mobile Data devices and Telemetry devices?

**Verizon Wireless' Response**

Yes. Please refer to Appendix C, Pricing, for complete pricing information and associated terms and conditions of service.

**4.36** Does your Solution provide for “Throttled” data? If yes, please provide the parameters used?

**Verizon Wireless' Response**

Yes. Depending upon the unlimited rate plan selected, should a subscriber exceed 10 - 25 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle.

**4.37** Does your Solution offer separate Telemetry Plans? If yes, please explain.

**Verizon Wireless' Response**

Yes. Please refer to Appendix C, Pricing, for complete pricing information and associated terms and conditions of service.

**4.38** Does your Solution allow SMS/MMS to be blocked on mobile broadband devices? Please provide a list of all “Blocks” available and note which are in place by default.

**Verizon Wireless' Response**

Yes. Please refer to Verizon Wireless' response to Requirements 4.13 and 4.33.

**Response to Request for Proposal No. 2017-07**

**4.39** Does your Solution allow SMS messages be sent to from devices on telemetry plans? If yes, please explain.

**Verizon Wireless' Response**

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Yes. Depending on the device capabilities and rate plan selected. Please refer to the Pricing Exhibit under Appendix C for further details.

**4.40** Does your Solution include a variety of wireless data equipment, including but not limited to the following? If so, please provide representative product descriptions for each:

- a. Smartphones (*Android and iPhone*)
- b. Blackberry
- c. Tablets
- d. Air cards,
- e. MiFi devices
- f. Tethering devices
- g. OBDC vehicular devices
- h. Fixed wireless devices

**Verizon Wireless' Response**

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Yes, with the exception of OBDC vehicular devices. Please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for more details.

**4.41** Does your Solution include wireless data accessories? If so, please provide detailed descriptions of the accessories offered, including make and model numbers.

**Verizon Wireless' Response**

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Yes. Please refer to the Excel file titled "Verizon Wireless\_RFP No. 2017-07\_VITA Equipment and Accessory Matrix\_Attachment A\_011917" for more details.

**4.42** Does your Solution provide effective, interactive control and use of your proposed wireless data Products and Services with nonvisual means? If so, please describe how this functionality is achieved.

**Verizon Wireless' Response**

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Yes, please refer to Verizon Wireless' response to Requirement 4.19.

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**Response to Request for Proposal No. 2017-07**

**4.43** Does your Solution with regard to wireless data conform to the Section 508 Access Board Standards? (refer to: *Home - IT Accessibility*, [www.section508.gov](http://www.section508.gov) and [www.access-board.gov](http://www.access-board.gov) for further information) If yes, please include a completed Vendor Product Accessibility Template (VPAT) with your proposal.

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 4.43, for further details.

**4.44** If your reply to the above question is “no” does your Solution with regard to wireless data provide alternate accessibility functionality? If so, please describe how this functionality is achieved

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**Verizon Wireless' Response**

N/A

**4.45** Does your Solution include offering any additional products or services related to wireless telecommunications or other aspects of your proposal that may offer some additional value to the Commonwealth? If so, please describe.

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**Verizon Wireless' Response**

Yes. The Verizon Business Solution Store (BuSS) is a catalog of third-party software and services allowing our customers to purchase them directly through Verizon – enabling customers to consolidate their mobility spend on a single bill.

MobileIron and Canvas are the first two participating partners. Please refer to Appendix F, Requirement 4.45, for further details.

**5.0- Telemetry**

**5.1** Does your Solution include telemetry rate plans designed for data collection devices or other “Internet of Things” devices that utilize small amounts of data?

---

**Verizon Wireless' Response**

Yes.

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**Response to Request for Proposal No. 2017-07**

**5.2** Does your Solution include any “Blocks” available for telemetry (*i.e. SMS, email, etc.*)? If yes, please provide a list of available “Blocks”.

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**Verizon Wireless’ Response**

[Yes. Please refer to Appendix F, Requirement 5.2, for further details.](#)

**5.3** Does your Solution include any limitations placed on telemetry devices? If yes, please describe.

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**Verizon Wireless’ Response**

[Yes. Machine to machine devices only. Devices must be approved for use on the Verizon Wireless network.](#)

**5.4** Does your Solution offer the ability to suspend telemetry devices that “run-away” or limit excessive usage?

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**Verizon Wireless’ Response**

[Yes. Please refer to Appendix F, Requirement 5.4, for further details.](#)

**6.0- Billing**

**6.1** Does your proposal include a copy of your completed pricing submittal (*Appendix C Pricing .xls*) detailing the plans contained in your proposed Solution but with actual proposed prices and discounts redacted?

---

**Verizon Wireless’ Response**

[Yes.](#)

**6.2** Does your Proposal include cellular plans that are consistent across the Commonwealth and Washington, DC areas?

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**Verizon Wireless’ Response**

[Yes.](#)

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**Response to Request for Proposal No. 2017-07**

**6.3** Does your proposal include details regarding your billing methodology for all offered plans? If yes, please explain.

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 6.3, for further details.

**6.4** Does your Solution include a single, uniform monthly billing cycle that ends on or about the 28th of the subsequent month?

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**Verizon Wireless' Response**

Yes. Billing for the VITA account will be on the 1st of every month.

**6.5** Does your Solution include the ability of providing the electronic invoice discussed below to VITA within seven (7) business days after the end of each billing cycle? Note: A PDF is not considered an electronic invoice for the purposes of this contract.

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**Verizon Wireless' Response**

Yes. VITA will be provided with a MABEL electronic feed.

**6.6** Does your Solution include providing a monthly consolidated invoice to VITA for all Commonwealth Agencies, institutions and public bodies procuring services from this contract via VITA's TSO process?

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**Verizon Wireless' Response**

Yes.

**6.7** Does your Solution's electronic invoice include the following information for each account/phone number?

- a. Account number/cell phone number
- b. Fixed monthly charges
- c. Itemized fees
- d. Itemized one time charges

Call detail including Usage charges, including the following information:

- e. Originating 10 digit phone number
- f. Terminating 10-digit phone number

Calling location including the following:

- g. Tower location - City

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**Response to Request for Proposal No. 2017-07**

- h. Tower location - county
- i. Tower location - state
- j. Destination location
- k. Time of call beginning
- l. Duration or ending time of call
- m. Roaming indicator
- n. Long distance minutes, if any
- o. Long distance charges, if any
- p. Airtime minutes
- q. Airtime charges
- r. Other charges that are valid on a "per call" basis

---

**Verizon Wireless' Response**

Yes, with the exception of tower location – city.

**6.8** Does your Solution's electronic invoice include call detail billing for all participating carriers with sufficient fields to calculate the charges based on contract rates? (*i.e., time of day, number of minutes, type of call and device id*)

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**Verizon Wireless' Response**

No. Verizon Wireless only.

**6.9** Does your proposal include a copy of its electronic invoice layout/format?

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**Verizon Wireless' Response**

No. Verizon Wireless will provide upon request from VITA. However, VITA is currently receiving electronic data from the Supplier in a mutually agreed upon format.

**6.10** Does the Supplier agree to work with designated VITA representatives to finalize the layout/format of the electronic invoice upon request?

---

**Verizon Wireless' Response**

Yes.

**6.11** Does your Solution include submitting all requests to change the electronic invoice layout/format to VITA at least 90 days prior to implementing such change?



Verizon Wireless' Response

Yes.

**6.12** Does your Solution include submission of a paper copy of the consolidated invoice to VITA for payment?

Verizon Wireless' Response

Yes.

**6.13** Does your Solution include ensuring that total amount billed on the electronic invoice agrees with the total amount billed on the paper invoice?

Verizon Wireless' Response

Yes.

**6.14** Does your Solution include providing your federal identification number on all invoices?

Verizon Wireless' Response

No.

**6.15** Does your Solution include monthly summary billing reports to include such information as:

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 6.15, for further details.

**6.16** Does your Solution include details regarding billing increments, usage calculation methods and precise start times for "peak", "off-peak" and "weekend" usage, if applicable? If yes, please explain.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 6.16, for further details.

**6.17** Does your Solution include details regarding your billing methodology for calculating used plan minutes vs. overage minutes, if applicable?

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Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 6.17, for further details.

**6.18** Does your firm intend to bill the Commonwealth FUSF charges? If yes, please provide an explanation of how you will administer and bill such charges.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 6.18, for further details.

**6.19** Is your Solution's rate plan pricing custom for this contract or is it based on pricing on another contract? If so, please provide the name of that contract and a link to that contract's pricing. If a link is not available, please provide an electronic copy of the contract and current pricing.

Verizon Wireless' Response

The rate plan pricing offered to VITA is custom for this contract.

**6.20** Does your Solution include discounts to employees of VITA and Customer Agencies who utilize any resulting contract, for their personal phone service? If so, please provide the amount of the discount and any limitations, qualifications or conditions?

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 6.20, for further details.

**6.21** VITA is providing a Single Point of Contact for ordering, billing and collections. As consideration, are you willing to offer a discount on your total bill (*excluding equipment*); *monthly recurring charges (MRC)*; usage or some combination of these services? If so, what is the amount of the discount and any limitations, qualifications or conditions? If the discount is less than that provided to employees, explain the rationale and provide examples.

Verizon Wireless' Response

Please refer to the Pricing Exhibit under Appendix C for further details.

**6.22** Is any equipment offered as a result of this proposal? If so, are there discounts offered? If so, what are the limitations, qualifications or conditions (*i.e. "a line of service is eligible for discounted equipment purchase every 12 months"*)?

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**Response to Request for Proposal No. 2017-07**

**Verizon Wireless' Response**

[Yes. Please refer to Appendix F, Requirement 6.22, for further details.](#)

**6.23** Does your firm propose any "installment purchase" arrangements for equipment? If so, please provide details that include information on whether customers may contract directly with you as the Supplier, for the equipment under such an arrangement.

**Verizon Wireless' Response**

[No, not at this time.](#)

**7.0- Account Support & Management**

**7.1** Does your Solution include a dedicated Account Manager? Provide a description of how the account manager will be available locally upon request.

**Verizon Wireless' Response**

[Yes. Please refer to Appendix F, Requirement 7.1, for further details.](#)

**7.2** Does your Solution include a dedicated account team composed of the following?

- a. Single point of contact for provisioning
- b. Single point of contact for billing
- c. Single point of contact with technical/engineering knowledge to assist subscribers with coverage/technical issues

**Verizon Wireless' Response**

[Yes, Please refer to Appendix F, Requirement 7.2, for further details.](#)

**7.3** Does your Solution include backup contacts for each of the dedicated resources?

**Verizon Wireless' Response**

[Yes.](#)

**7.4** Does your Solution allow VITA to have input regarding Supplier's personnel assigned to VITA's dedicated account team?

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Response to Request for Proposal No. 2017-07

Verizon Wireless' Response

No. Please refer to Appendix F, Requirement 7.4, for further details.

**7.5** Does your firm agree that the account manager and other resources as appropriate will meet with VITA representatives on a mutually agreeable schedule to review the overall status of the account including such topics as account activities, invoicing/payment status, supplier performance, upcoming projects/events, etc.?

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 7.5, for further details.

**7.6** Does your firm agree to accept and process a Telecom Service Order (TSO) as described in section 1.A (Current Situation – “Background”) as a valid order?

Verizon Wireless' Response

Yes. Verizon Wireless currently accepts a TSO as an order from VITA.

**7.7** Does your firm agree to respond (via e-mail or fax) to provisioning requests within one (1) business day acknowledging all elements of the request?

Verizon Wireless' Response

Yes. Verizon Wireless agrees to respond to provisioning requests within one (1) business day of receipt of request from VITA.

**7.8** Does the Supplier agree to provide order confirmation prior to a service due date advising of Supplier's service order number, wireless service account number, due date of service order and name and contact information of service order writer?

Verizon Wireless' Response

Yes.

**7.9** Does your Solution include delivery of equipment to the end user fully programmed and activated? Please describe the activation process.

Verizon Wireless' Response

Yes. Please refer to Appendix F, Requirement 7.9, for further details.

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**Response to Request for Proposal No. 2017-07**

**7.10** Does your Solution include pre-provisioning support to consult with end users?

**Verizon Wireless' Response**

Yes.

**7.11** Does your Solution include details regarding your ability to fulfill service requests in increments of 25, 50 100, 200, 500 and 1000 lines/devices at a time?

**Verizon Wireless' Response**

Yes.

**7.12** Does your Solution include "pushing" all carrier and manufacturer updates, including security updates, to all contract users' devices without requiring any action on the user's part?

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.12, for further details.

**7.13** Does your Solution include details regarding your firm's ability to provide hardware and services during emergency and disaster recovery situations? If yes, indicate what services and equipment will be available, what quantities will be available, and your response time to deliver anywhere within the Commonwealth.

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.13, for further details.

**7.14** Does your firm participate in the Federal Government's Wireless Priority Service (WPS) program? If yes, explain how your firm will offer this service to the Commonwealth.

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.14, for further details.

**7.15** Does your Solution include a dedicated team to manage and implement a transition plan to migrate existing wireless users to new plans, services, equipment, etc.? If yes, please explain.

**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.15, for further details.

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**Response to Request for Proposal No. 2017-07**

**7.16** Does your Solution include a complete description of your transition plan? If yes, please explain.

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.16, for further details.

**7.17** Does your Solution include management of a recycling and disposal program, including "wiping" of all returned devices? If yes, please explain.

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 7.17, for further details.

**8.0- Break/Fix & Repair**

**8.1** Does your Solution include a device swap program or providing "loaner" equipment to the end user while equipment is being repaired?

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**Verizon Wireless' Response**

No. Please refer to Appendix F, Requirement 8.1, for further details.

**8.2** Does your firm agree to cover any shipping costs associated with repairing or replacing end user equipment?

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 8.2, for further details.

**8.3** Does your Solution include a 24 x 7 Help Desk?

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**Verizon Wireless' Response**

Yes. Please refer to Appendix F, Requirement 8.3, for further details.

**8.4** Does your Solution include monthly reports detailing all warranty repair/break/fix activities?

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**Verizon Wireless' Response**

No.

**EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE**

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER  
\*\*\* OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED \*\*\*

```
*****
* VTA ORDER NO : 704805-999-VTA                PROJECT: MAM-0423
* ACCOUNT NO.  : VTA999                        REQUESTED DUE DATE: 20070502
* VTA CONTACT  : MARGARET A. MORAN
* TELEPHONE    : 804/371-8534
* COPY TO      :
*
* VTA APPROVAL : _____ DATE: _____
*
* ACTIVITY CODE: 0136000                AGENCY LOG NO:
* AGENCY       : VA INFORMATION TECHNOLOGIES AGY
* COORDINATOR  : PAUL HOPPE, ALVIN SEAY
* ADDRESS      : 110 SOUTH 7TH ST.
* CITY         : RICHMOND
* STATE        : VA                      ZIP: 23219
* TELEPHONE    : 804/371-5580
*
* VENDOR       : VIRGINIA INFORMATION TECHNOLOGIES AGENCY
* ADDRESS      : 110 SOUTH 7TH STREET
* CITY         : RICHMOND
* STATE        : VA                      ZIP: 23219
* REMARKS TO VENDOR:
*
*
*
*
* SERVICE REP: _____
* TELEPHONE  : _____ DUE DATE: _____
* S.O. NOS   : _____
*
* REMARKS FROM VENDOR:
*
* _____
* _____
* _____
*
*****
SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2
                                   XYZ COMPANY
CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
                  RICHMOND, VA 23219
```

**EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Todd Loccisano

Organization:

Cellco Partnership d/b/a Verizon Wireless

Date:

October 4, 2017



**EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

Margaret Moran

Pamela Wood-Henry

Linda Brown

Any individual listed by name and entity and entity in this Exhibit and authorized to commit funds for Eligible E-Rate Services for which an Eligible E-Rate Entity has applied for E-rate funding and has selected SPI billing, for the purposes of ordering such Services.

## **EXHIBIT F – COMMONWEALTH OF VIRGINIA ACCEPTABLE USE PROVISIONS**

This Acceptable Use Policy specifies the actions agreed to by the Virginia Information Technologies Agency ("VITA" or "Customer") on behalf of the Commonwealth of Virginia ("COV") and its customer agencies, or Subscribers, as a user of the Supplier's wireless or broadband network.

### **Acceptable Use**

VITA, or its customers ("Agency"), may utilize the Supplier's Network in accordance with the terms and conditions of the rate plan selected by the Authorized User as well as the Network Operations requirements below.

### **Illegal Use**

The Supplier's Network will be used only for lawful purposes. A Subscriber will not transmit, distribute or store any material in violation of any applicable law or regulation. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. VITA shall take steps to remove access to all agreed upon infringing material upon notification or proper court order.

### **System and Network Security**

Violations of system or network security are prohibited, and VITA agrees that such action may result in criminal and civil liability. VITA agrees to investigate incidents involving such violations, in cooperation with the Supplier, and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network not controlled by VITA to breach security or authentication measures without express authorization of the owner of the system or owner of the network.
- Unauthorized monitoring of data or traffic, not belonging to the VITA, on any network or system without express authorization of the owner of the system or network, unless such monitoring is done by a law enforcement agency with an authorized court order.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or other posting.

If Supplier reasonably suspects that any Wireless Service is being abused or used for fraudulent purposes, Supplier shall notify VITA. Upon notification from the Supplier, VITA Security shall immediately contact the agency or user regarding the suspected abuse or fraudulent use. If suspected abuse or fraudulent use interferes with Supplier's network operations, Supplier will notify VITA. Within 30 calendar days after VITA receives notification of suspected abuse or fraudulent use, VITA will inform Supplier of whether VITA has resolved the suspected abuse or fraudulent use. If VITA has not resolved such abuse or fraudulent use to Supplier's satisfaction at that time, Supplier shall have the right to suspend service or immediately terminate such Wireless Service to the end user(s).

Authorized User and VITA agree to (i) not engage in abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Supplier, and (iii) cooperate in any investigation or prosecution initiated by Supplier. Supplier may require the Authorized User to cancel the right to use Service by any of its end users abusing, fraudulently marketing, using or reselling Wireless Service.

**Network Operations**

Subscribers may not use Data Plans and Features 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.

Supplier may protect its network from harm, which may impact legitimate data flows. Supplier may limit throughput on any network segment to an acceptable level that eliminates any adverse impact on Supplier's network or service levels at any time without notice.

**EXHIBIT G – SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN**

**INTENTIONALLY OMITTED**

## **EXHIBIT H – EQUIPMENT AND ACCESSORY PRICING**

Device and Accessory Pricing shall be submitted on or about the 1<sup>st</sup> of each month, in a spreadsheet format mutually agreed to (Price List). The Price List shall provide the Equipment costs applying to devices purchased during that calendar month. Only devices appearing on the Price List are eligible for purchase. Devices may be added or deleted during the month, and prices reduced by the replacement of the Price List in its entirety.

The Price List shall indicate the Full, outright purchase cost for each device and accessory. For each device, The Price List may also contain discounted incentive (Promotional) pricing available to new customers or those eligible for a discounted equipment “refresh” in accordance with contract terms.

Any Promotional pricing for new and upgrading customers shall be available to all such customers regardless of rate plan or other factors.