

**MODIFICATION # 22
TO
CONTRACT NUMBER VA-171023-CELL
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This MODIFICATION No. 22 is an agreement between the Virginia Information Technologies Agency (“VITA”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (hereinafter referred to as “**Supplier**” or “**Verizon Wireless**”). Once executed by both parties, this Modification is hereby incorporated into and made part of Contract VA-171023-CELL (the “**Contract**”).

1. Reference: Exhibit A – Pricing

a) Add the following Plans and Features:

- 5G UWB Government Unlimited Jetpack/MiFi Data Device Plan
- Government 5G UWB Unlimited Tablet Plan
- Government 5G UWB Unlimited Connected Laptop Plan
- Government 5G UWB Mobile Broadband Tablet Share Plan
- Custom Public Safety 4G LTE/5G UWB Mobile Primary Access Plan

b) Replace the following Plans and Features:

- Enterprise Messaging Rate Plans and Terms of Service for Public Safety

Exhibit A - Pricing

a) Add the following Plans and Features

5G UWB Government Unlimited Jetpack/MiFi Data Device Plan¹ Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee	\$37.99
4G and 5G Ultra Wideband Data Allowance²	Unlimited
Service Rate Plan #	71014
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G mobile broadband data device such as, Jetpacks or MiFis. A 5G device is required to receive 5G Ultra Wideband (UWB) service.</p> <p>¹Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.</p> <p>²If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.</p>	

Government 5G UWB Unlimited Tablet Plan¹

Government Subscribers Only

This plan not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
Data Allowance²	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot³	Unlimited
Service Rate Plan #	70989

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

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

²If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas.

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

Government 5G UWB Unlimited Connected Laptop Plan¹

Government Subscribers Only

This plan not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
Data Allowance²	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot³	Unlimited
Service Rate Plan #	70991

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G connected laptop. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

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

²If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas.

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

Government 5G UWB Mobile Broadband Tablet Share Plan

Government Liable Subscribers Only

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

Only tablet devices can be activated on this plan.

Monthly Access Fee	\$10.00
Domestic Data Allowance (Shared)¹	2 GB
Domestic Data Overage Rate	\$5.00 per GB
Service Rate Plan #	71010

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

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

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Custom Public Safety 4G LTE/5G UWB Mobile Primary Access Plan (Includes Mobile Broadband Priority and Preemption)

Government Subscribers Only

This plan not eligible for monthly access fee discounts.

Monthly Access Fee	\$40.00
4G LTE and 5G Ultra Wideband Data Allowance¹	Unlimited
Service Rate Plan #	70996

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G routers installed in mobile vehicle units. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

¹Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 50GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Devices utilized in conjunction with this plan are limited to mobile device applications. Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

b) Replace the following Plans and Features**Enterprise Messaging (Open Market)**

These plans are being offered as Open Market.

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

Enhanced Messaging Plans		
SMS Only for EMAG Enhanced Plans		
The monthly access fee discounts are reflected in the pricing below. <u>NO</u> Further discounts apply.		
# Messages Included	Monthly Access	Per Message Rate After Allowance
Enhanced Public Safety Unlimited* (67772)	\$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

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

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

The monthly access fee discounts are reflected in the pricing below. <u>NO</u> further discounts apply.		
Text Only (SMS)		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (98209)	\$37.50	\$0.01
100,000 (98212)	\$150	\$0.01
500,000 (98213)	\$731.25	\$0.01
1,000,000 (98215)	\$1,387.50	\$0.01
5,000,000 (98233)	\$6,750	\$0.005
Note: This Plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.		
Text & Multimedia (SMS/MMS)		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (98234)	\$75	\$0.02
100,000 (98235)	\$300	\$0.02
500,000 (98236)	\$1,462.50	\$0.02
1,000,000 (98238)	\$2,775	\$0.02
5,000,000 (98239)	\$13,500	\$0.01

Enhanced Messaging Plans SMS Only for EMAG Enhanced Plans The monthly access fee discounts are reflected in the pricing below. <u>NO</u> Further discounts apply.		
Enhanced Messaging Plans (SMS Only)		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (22041)	\$75	\$0.02
100,000 (22054)	\$468.75	\$0.02
500,000 (22088)	\$2,250	\$0.015
5,000,000 (22127)	\$20,250	\$0.008
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

Terms and Conditions

ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

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

1. **Enterprise Messaging.** VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Plans allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Plans supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a physical address within VZW's licensed service area. Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement.-Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Plans – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.
2. **Term and TOS Termination.** The term of this TOS shall be on a month-to-month basis from the time customer orders EMAG Service ("**Effective Date**"). Either Party may terminate EMAG Service by providing thirty (30) days written notice of cancellation. 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. Subject to Verizon approval, Customer may assign license to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions. 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). Provision of intercarrier messaging is provided through a third-party vendor. Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices)), third-party vendor guidelines and content standards, and VZW content standards (attached hereto as Exhibit "A"), which may updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. **Consent Requirements.** Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.
7. **HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information ("PHI") as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively, "HIPAA"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.
8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. 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.
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 shall comply with the Verizon Security Requirements for EMAG, attached hereto as Exhibit B which may be 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, VZW retains Customer message content for sixty (60) days, after which time it is deleted.
14. **Customer Contact.** Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.
15. **Termination of Service.** VZW CAN LIMIT, SUSPEND, OR CANCEL CUSTOMER’S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE AFTER TEN (10) DAYS WRITTEN NOTICE TO CURE, 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. RESERVED

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.

Exhibit A

VZW Content Standards

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

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

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

Exhibit "B"

VERIZON SECURITY REQUIREMENTS FOR EMAG

Definitions:

Application Program Interface ("API") means a set of protocols, including any related specification, as defined and provided by Verizon to allow Customer to conduct API Transactions as defined below.

API Transactions means actions enabled for Customer's execution via an API(s), as authorized by Verizon.

Personnel means Customer's employees or contractors.

Business Contact Administrator means Customer's Personnel designated in writing by Customer to Verizon as Customer's internal resource for Verizon API questions and issues, and to serve as a single point of contact for Verizon for any issues related to the Verizon API or API Transactions.

System means the Verizon system accessed by Customer via the API that accepts API Transaction requests remotely submitted by the Customer (or its authorized and Verizon approved third party ("Agent")) and transmits responses to the Customer (or Agent) as part of such API Transactions.

Verizon Messaging Service means the Verizon-provided SMS, MMS and Group messaging services delivered by Verizon to Customer for the specific accounts and MTNs subscribed to by Customer and set out elsewhere in the Addendum.

EMAG Service ("EMAG") means the services described in the Addendum for sending and receiving SMS and MMS messages by Customer.

Requirements for a Secure Connection:

1. **Secure Connection:** Customer will establish a secure connection to the System strictly in accordance with the instructions provided by Verizon, at service initiation (trial or commercial) and as may be modified by Verizon from time to time ("Secure Connection").
2. **Secure Connection Expenses and Support:** Customer is solely responsible for any expenses it incurs, or incurs through a third party Agent, for all equipment (including but not limited to hardware and software, license fees, software development fees, maintenance and support fees, telecommunication charges, internet access charges, and electrical service charges) necessary for Customer to establish and use the Secure Connection.
3. **Customer Security:** Customer is responsible for implementing appropriate security measures for receiving EMAG under the Addendum, including those defined in the Addendum and this Exhibit. This includes, without limitation, responsibility for access control for the systems used to submit API Transactions, as well as associated system monitoring and network security. Customer shall take all steps required or appropriate to ensure the security of Customer's access to the Verizon API and the System, including, but not limited to, the security of physical access to Customer's computers, servers or any other Customer systems that directly interface with or that are used to access the Verizon API or the System and the Secure Connection between the Parties and establishing and managing Customer user IDs and passwords to such computing resources.
 4. **Customer Authorization, Prohibited Access and Restrictions:**
 - (a) may only process API Transactions for the specific IoT/M2M campaign detailed in the Addendum,
 - (b) shall be solely responsible for any unauthorized use or access to the System or the Verizon API from or through Customer systems or using Customer's Verizon ID or Customer's credentials,
 - (c) shall be solely responsible for any fraudulent, erroneous or incorrect activity or API Transactions, arising from Customer's (or its Personnel's or Agent's) use of the Verizon API or any fraudulent use of the Verizon API or access to the Verizon API made possible through Customer's or Agent's fault, and
 - (d) shall immediately notify Verizon in the event Customer becomes aware of any actual or suspected unauthorized access to or use of the Verizon API or the System, by Customer Personnel, its Agent or others using credentials assigned to or established with Customer, and shall cooperate with Verizon in investigating any such unauthorized access or use.
5. Customer shall not use the Verizon API or otherwise access the System for any other purpose, including, but not limited to, performing actions that may be available in the Verizon API, gaining access to, copy, read, or otherwise review information that may be available on the System or any other Verizon systems, for which Customer has not been given express permission to gain access to, copy, read or otherwise review under the Addendum. Customer shall not use Customer's access to Verizon's computing infrastructure, including, but not limited to, the Verizon APIs or the System, to gain, or attempt to gain, unauthorized access to any computer network, Intranet, or any other computer based system or network whatsoever of Verizon.

6. Authorization to call the Verizon help desk shall use authentication methods as Verizon shall describe to Customer in writing.
7. Customer shall make all reasonable and prudent efforts to not abuse the Verizon network resources, such as excessive connection requests. Verizon shall have discretion to disconnect Customer or its Agent in the event Verizon determines Customer's or Agent's connection is negatively impacting Verizon's network.
8. Customer shall maintain the integrity of any authentication credentials associated with EMAG under the Addendum, including, but not limited to, prompt addition of new personnel Customer has assigned to perform API Transactions and prompt deletion of personnel (or Agents) that no longer either have such responsibility or are no longer employed by Customer.
9. Authentication credentials shall only be used by the specific individual assigned such credentials and such Customer shall ensure that such authentication credentials are kept confidential.
10. Customer shall be solely responsible for any and all actions requested of Verizon when presented with valid authentication credentials, including, but not limited to, outage support requests.
11. Customer shall only access the System and/or utilize the Verizon API through the method required by Verizon. Customer is strictly prohibited from implementing any "health check" or any other type of functionality (whether automated or manual) where the purpose of access to the System is not related to performing API Transactions. For example, implementing a computer script that automatically "pings" the System is strictly prohibited.
12. Customer shall take all reasonable and prudent steps to ensure the security of Customer's access to the Verizon API and the System, including, but not limited to, the security of physical access to Agent computers, servers or any other Agent systems that directly interface with or that are used to access the Verizon API or the System and the connectivity between the Parties and establishing user IDs and passwords to such computing resources.
13. Customer shall not introduce or allow any third parties or Agents using its systems to introduce unauthorized code into the System or any other Verizon system or network. Customer shall ensure that all its transmissions do not contain and/or will not contain any unauthorized code. Customer further agrees that in the normal course of business, it will continually monitor its systems for the presence of any unauthorized code. In the event Customer detects the presence of any unauthorized code, it will use its best efforts to: (i) notify Verizon immediately, (ii) promptly remove the unauthorized code, and (iii) promptly remedy any condition caused by the unauthorized code.
14. Customer shall ensure that all Customer computers that directly interface with the Verizon API or the System have current operating system and application security patches installed.


Customer shall keep their security POC information up to date with Verizon (both email and phone number), by contacting the Verizon EMAG team

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-171023-CELL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS

BY:  _____

NAME: Clifton Miller

TITLE: Sr. Director

DATE: 3/20/2024 | 7:32 AM PDT

COMMONWEALTH OF VIRGINIA,
VIRGINIA INFORMATION TECHNOLOGIES
AGENCY

BY:  _____

NAME: JB Edmonds

TITLE: Telecommunications Supplier
Manager

DATE: 4/5/2024