

**Amendment Number 1  
to  
Contract Number DIR-SDD-1779  
between**

**State of Texas, acting by and through the Department of Information Resources  
and  
CELLCO PARTNERSHIP dba VERIZON WIRELESS AND ITS RELATED ENTITIES**

This Amendment Number 1 to Contract Number DIR-SDD-1779 ("Contract") is between the Department of Information Resources ("DIR") and Cellco Partnership dba Verizon Wireless and its Related Entities ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix C, Pricing Index**, is hereby replaced in its entirety with the attached **Appendix C, Pricing Index**, effective March 21, 2012.
2. All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last party to sign.

**CELLCO PARTNERSHIP dba VERIZON WIRELESS AND ITS RELATED ENTITIES**

**Authorized By:** signature on file

**Name:** Todd Loccisano

**Title:** Executive Director, Enterprise & Government  
Contracts

**Date:** 5/9/12

**The State of Texas, acting by and through the  
Department of Information Resources**

**Authorized By:** signature on file

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** 5/17/12

March 2012

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS AND ITS RELATED  
ENTITIES**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Celco Partnership d/b/a Verizon Wireless and its Related Entities (hereinafter "Vendor"), with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920-1097.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-169, on October 14, 2011, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-169 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index, Exhibit 1 Vendor's Response to RFO DIR-SDD-TMP-169, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-169, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, then Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

- A.** The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

- B. DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

### **3. Product and Service Offerings**

#### **A. Products**

Products available under this Contract are limited to Wireless Voice & Data Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

#### **B. Services**

Services available under this Contract are limited to Wireless Voice & Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### **4. Pricing**

#### **A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

#### **B. Customer Discount**

The minimum Customer discount from the Vendor for all published commercial Verizon Wireless Voice and Data National Plans is 23%; it should be noted, however, Custom State of Texas Calling Plans, Nationwide Flat Rate Calling Plan, Enterprise Messaging, Static IP Isolated Pool w/Fixed End System, Machine to Machine and ZipIt Now Messaging Solution 3MB Price Plan are firm fixed prices and identified in Appendix C Product and Pricing Index. Verizon consumer plans are not within the scope of this contract. Promotional price plans may become available to the State in the future that may already be discounted and not eligible for further discounting. Future plans offered by Verizon under alternative terms and/or discounts will be subject to mutual agreement by both parties before being sold under this contract.

The minimum Customer discount from the Vendor for all eligible accessories is 35% off of current retail price.

**C. Customer Price**

- 1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

- 2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

- 3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. Telecommunications Fees and Surcharges and Taxes**

- (a) The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Contract is the Federal Universal Service Fund charge. This fee may appear on billings to Customers. Any FCC, PUC or other authorized telecommunications taxes, fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representations about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001, Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.

- (b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fee and surcharge on the Services, which Vendor desires to impose and for which DIR Customers do not have an exemption, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto.
- (c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001, Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.

**E. Other Fees**

Vendor acknowledges all activation fees and termination fees, including early termination fees, are waived for all Customers.

**F. Back-billing**

Prices to Customers for Services inadvertently left off previous invoices by the Vendor may be back-billed no more than 120 calendar days for usage. Pursuant to PUC Rule 26.27, a six-month limit from the date of discovery of an error applies to back-billing of all billed Services. Back-billing shall be included in the Adjustments. For purposes of this paragraph, a billing Adjustment is as modification or correction of a billing amount or an element of a Service.

**G. DIR Cost Recovery Fee**

The DIR Cost Recovery Fee (CRF) is authorized by Chapter 2170, Texas Government Code, and DIR has the discretion to set the rate of the CRF to recover its costs in accordance with the statute. The initial rate for the CRF is set forth in Section 5 herein. The DIR CRF specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**H. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**I. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Government Entity Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Entity Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Assistance organizations may be exempt from the assessment of State sales, use and excise taxes under Section 151.310, Texas Tax Code. Vendor is responsible for determining applicable taxes on assistance organizations. DIR makes no representation with regard to the tax-exempt status of private institutions of higher education, qualified to participate in this Contract pursuant to Section 2170.004(5), Texas Government Code.

**J. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**K. Changes to Prices**

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Cost Recovery Fee**

**A)** The Cost Recovery Fee (CRF) to be paid by the Vendor to DIR for Telecommunications Products and Services based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all telecommunications sales, net of returns and credits. For example, the CRF fee for sales totaling \$100,000 shall be \$2,000.

**B)** All prices quoted to Customers shall include the applicable CRF fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Changes in the CRF fees shall be incorporated into the price to the Customers on the date designated by DIR.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Director, Communications Technology Services Division

With a copy to:

Attorney, Communications Technology Services Division

Department of Information Resources

300 W. 15th Street, Suite 1300

Austin, Texas 78701

Facsimile: (512) 475-4759

If sent to the Vendor:

Russ Brown

Verizon Wireless

70 NE Loop 410, Suite 395

San Antonio, TX 78216

Phone: (210) 347-1406

Facsimile: (210) 592-5080

Email: [russ.brown@verizonwireless.com](mailto:russ.brown@verizonwireless.com)

**7. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

1. **Appendix A, Section 8.C.2. Records and Audit** is hereby restated as follows:

2) Vendor and Order Fulfillers shall maintain all billing records related to state funds and all other records adequate to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Filler's company name if applicable, Customer name, invoice date, invoice number,

description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each CRF owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

2. **Appendix A, Section 9.I. Security of Premises, Equipment, Data and Personnel** is hereby restated as follows:

**I. Security of Premises, Equipment, Data and Personnel**

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

Other than matters of promulgated laws and regulations and matters of general knowledge and prudence, Customers shall provide to Vendor or post prominently any and all safety/security procedures that Vendor should comply with when on the Customers' premises.

3. **Appendix A, Section 9.N. Required Insurance Coverage, first paragraph** is hereby restated as follows:

**N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A- financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:



**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

**2) Workers' Compensation Insurance**

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

This Contract is executed to be effective as of the date of last signature.

**Cellco Partnership d/b/a Verizon Wireless and its Related Entities**

**Authorized By: Signature on File**

**Name: Todd Loccisano**

**Title: Executive Director - Contracts**

**Date: 14-March-2012**

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By: Signature on File**

**Name: Carl Marsh**

**Title: Chief Operating Officer**

**Date: 3/21/12**

**Legal: Signature on File**

## Verizon Wireless Pricing and Equipment Proposal

### Definitions:

**Attainment Tier:** The range of total Government Subscriber voice and data lines, and M2M Line with a monthly access fee of \$34.99 or higher, that are activated under the resulting Agreement at any time, including the lines of participating parents and affiliates as per the "Purchases by Parents and Affiliates" section in the resulting Agreement. Customer's initial Attainment Tier is indicated in the checked box below.

**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.

**Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

**Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

**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 during the Line Term as long as Customer does not change plans on that line. Other rates, charges and fees, including but not limited to charges for options, features, applications and 411 Connect, may be changed following 30 days' written notice. 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 it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

**Attainment Tier and Discount Changes:** If Customer does not achieve at least the lower end of its initial Attainment Tier within 180 days after the Effective Date of the Agreement or thereafter falls below the lower end of its Attainment Tier for 2 consecutive months, Verizon Wireless may adjust the monthly access fee discount for Government Subscribers and M2M Lines and other benefits under the Agreement, consistent with the applicable lower Attainment Tier. If Customer exceeds its Attainment Tier for at least 2 consecutive months, Verizon Wireless will adjust the Government Subscriber and M2M Line monthly access fee discount and other benefits under the Agreement, consistent with the applicable higher Attainment Tier if Customer so requests in writing to Verizon Wireless.

**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 in this Addendum. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The 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 and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

This Verizon Wireless offer supersedes all previous offers to the State of Texas, Department of Information Resources.

### Attainment Tier and Monthly Access Fee Discount on Eligible Plans and Eligible Data Features

23%

Version 08032011

## Nationwide for Business Calling Plans

Nationwide for Business Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Text Messages for Talk & Text Plans		
Monthly Anytime Voice Minutes	Talk	Talk & Text	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee			
450	\$39.99	\$59.99	Included w/ Share*     Included*	\$0.25
900	\$59.99	\$79.99		
1350	\$79.99	\$99.99		
2000	\$99.99	\$119.99		
4000	\$149.99	\$169.99		
6000	\$199.99	\$219.99		
Share Option	\$5 additional monthly access per line			
Data Sent or Received	\$1.99/ MB or per data package"			

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Friends & Family eligibility varies on selected calling plan. \*\*3G Smartphones and 3G Multimedia Phones require a data package. These plans are not eligible for discounts on month to month activations.

## Nationwide Calling Plans

Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Text Messages for Talk & Text Plans		
Monthly Anytime Minutes	Talk	Talk & Text	Friends & Family (Up to 5 numbers)	Per- Minute Rate After Allowance
	Monthly Access Fee			
450	\$39.99	\$59.99	Not Included	\$0.45
900	\$59.99	\$79.99	Included*	\$0.40
Unlimited**	\$69.99	\$89.99		N/A
Data Sent or Received	\$1.99/ MB or per data package**			

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Friends & Family eligibility varies on selected calling plan. \*\*3G Smartphones and 3G Multimedia Phones require a data package. These plans are not eligible for discounts on month to month activations. \*\* Nationwide Unlimited Anytime Minute Plans are not eligible for monthly access fee discounts.

## Nationwide Small Business SharePlans

Nationwide Small Business SharePlans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National Mobile to Mobile Calling Minutes  
No Domestic Roaming or Long Distance Charges

Unlimited Night & Weekend Minutes  
Unlimited Text Messages for Talk & Text Plans

Shared Monthly Anytime Voice Minutes	Talk	Talk & Text	Maximum # of Lines	Per-Minute Rate After Allowance	Friends & Family (Up to 10 numbers)
	Monthly Access Fee				
700	\$69.99	\$99.99	5	\$0.45	Not Included
1400	\$89.99	\$119.99	5	\$0.40	
2000	\$99.99	\$129.99	5	\$0.35	
3000	\$149.99	\$179.99	5	\$0.25	
4000	\$199.99	\$230.99	8	\$0.25	
6000	\$274.99	\$305.99	10	\$0.25	
7500	\$424.99	\$455.99	15	\$0.25	
10000	\$544.99	\$575.99	20	\$0.25	
15000	\$804.99	\$835.99	30	\$0.25	
20000	\$1084.99	\$1115.99	40	\$0.25	
30000	\$1609.99	\$1640.99	50	\$0.25	
Add a Line**	\$9.99	\$9.99 or \$15.99			Included*
Data Sent or Received	\$1.99/ MB or per data package*				

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Only primary lines are eligible for monthly access fee discounts. These plans are not eligible for discounts on month to month activations. Monthly Access Fees are for two lines of service. If the maximum number of lines associated with the Shared Monthly Anytime Minutes tier is exceeded, Customer will automatically be migrated to the lowest Shared Monthly Anytime Minutes tier that supports their number of lines. \*Friends & Family eligibility varies on selected calling plan. \*\*All additional lines on a Talk & Text Plan with a Shared Monthly Anytime Minute allowance for 3,000 minutes or less are \$9.99 each, for 4,000 minutes or more adding a line is \$15.99 each. \*3G Smartphones and 3G Multimedia Phones require a data package.

## Custom State of Texas Local Plans

The suite of Custom State of Texas Plans are not available to any retail customers. Therefore, these plans are not shown with a percentage discount off of retail. However, these plans, custom built for the State of Texas, DIR RFO # DIR-SDD-TMP-089, have more included minutes for a much lower monthly access charge compared to the most similar plans available to our retail customers. These plans have very high effective savings when compared to our most similar retail plans that results in these plans presenting our best possible value to the State and eligible customers.

Custom State of Texas Calling Plans are not eligible for any other discounts or promotions.

### State of Texas Government Subscribers only

Plan Description	Texas Flat Rate	Texas 100	Texas 200
<b>Standard Monthly Access Fee</b>	\$3.99	\$19.99	\$21.99
<b>Home Airtime Minutes</b>	0	100	200
<b>Night and Weekend Minutes</b>	\$10 for 1000 minutes or \$20 for Unlimited	Unlimited Included	Unlimited Included
<b>IN Calling Minutes</b>	\$10 for 1000 minutes or \$20 for Unlimited	Unlimited Included	Unlimited Included
<b>Push To Talk</b>	Unlimited One to One and Group Calling (\$10.00 additional monthly access fee per line)		
<b>Verizon Wireless</b>	Included		
<b>Domestic Long Distance<sup>1</sup></b>	Included		
<b>Included TXT Messages<sup>2</sup></b>	0	200	200
<b>Access Discounts</b>	Do not apply.		
<b>Per Minute Rate (over allowance)</b>	\$0.08	\$0.35	\$0.35
<b>Verizon Wireless Long Distance</b>	Included for calls placed within the State of Texas		
<b>Roam Rate<sup>3</sup> (per minute)</b>	\$0.50 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states)		
<b>Custom Regional Data Option<sup>4</sup></b>	\$44.99	\$44.99	\$44.99
<b>Regional Share Option<sup>4</sup></b>	N/A	\$3.00	\$3.00

**Note:** These plans include a home airtime area that encompasses the Verizon Wireless America's Choice network in Texas. Our America's Choice network includes Verizon Wireless' network and the network of select roaming partners. Please see coverage map for more information. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply. 1-Applies to calls made when in the fifty U.S. states. 2-Text Messaging terms and conditions apply. 3-The Roam Rate applies while outside of the State of Texas home airtime rate area in United States and Canada. 4-Share Option: Sharing is available only among Government Subscribers on the Custom State of Texas Local calling plans choosing the Share Option. Sharing on these calling plans is for voice anytime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage.

## Nationwide Flat Rate Calling Plans

The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions

No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	Government Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received	\$1.99/ MB or per data package*

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*3G Smartphones and 3G Multimedia Phones require a data package.

## Nationwide Plus Canada Calling Plans

**Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:**

**1000 National Mobile to Mobile Calling Minutes**  
**No Domestic Roaming or Long Distance Charges to Canada**  
**and the U.S. (Including Puerto Rico)** **1000 Night & Weekend Minutes**

Monthly Anytime Voice Minutes	Monthly Access Fee	Friends & Family (Up to 5 numbers)	Per-Minute Rate After Allowance
450	\$59.99	Not Included	\$0.45
900	\$79.99	Included*	\$0.40
1350	\$99.99		\$0.35
2000	\$119.99		\$0.25
4000	\$169.99		\$0.25
6000	\$219.99		\$0.20
Data Sent or Received	\$1.99/ MB or per data package†		

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Anytime minutes, Night and Weekend Minutes, and per minute rates are for use from within the Nationwide Plus Canada rate and coverage area. Mobile to Mobile Calling Minutes are for use from within the Nationwide Plus Canada rate in coverage area in the U.S. and Puerto Rico. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Roaming in Canada outside of the Nationwide Plus Canada Rate and Coverage Area is \$0.69 per minute. \*Friends & Family eligibility varies on selected calling plan. In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage areas, usage will be charged at the rate of \$0.002 per KB or \$2.05 per MB. These plans are not eligible for discounts on month to month activations. †3G Smartphones and 3G Multimedia Phones require a data package.

## Nationwide Plus Mexico Calling Plans

**Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:**

**Unlimited U.S. Mobile to Mobile Calling Minutes**  
**No Domestic Roaming or Long Distance Charges to Mexico and**  
**the U.S. (Including Puerto Rico)** **1000 U.S. Night & Weekend Minutes**

Monthly Anytime Voice Minutes	Monthly Access Fee	Friends & Family (Up to 5 numbers)	Per-Minute Rate After Allowance
450	\$54.99	Not Included	\$0.45
900	\$74.99	Included*	\$0.40
1350	\$94.99		\$0.35
2000	\$114.99		\$0.25
4000	\$164.99		\$0.25
6000	\$214.99		\$0.20
Data Sent or Received	\$1.99/ MB or per data package†		

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Anytime minutes, Night and Weekend Minutes, and per minute rates are for use from within the Nationwide Plus Mexico rate and coverage area. Mobile to Mobile Calling Minutes are for use from within the Nationwide Plus Mexico rate in coverage area in the U.S. and Puerto Rico. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Roaming in Mexico outside of the Nationwide Plus Mexico Rate and Coverage Area is \$0.99 per minute. \*Friends & Family eligibility varies on selected calling plan. In the Mexican Broadband and Mexican Enhanced Services Rate and Coverage areas, usage will be charged at the rate of \$0.005 per KB or \$5.12 per MB. Verizon Wireless reserves the right to migrate subscribers on the Nationwide Plus Mexico service to the Nationwide for Business Calling Plan if subscribers have less than half of their usage on the Verizon Wireless Nationwide and National Mobile to Mobile Service Rate and Coverage Area over three consecutive billing cycles. These plans are not eligible for discounts on month to month activations. †3G Smartphones and 3G Multimedia Phones require a data package.



## Data Package Requirements

The Data Packages are eligible for monthly access fee discounts and promotions, when available\*

Data for Feature Phones and Smartphones

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature Compatible with server based email solutions
N/A	-0-	\$1.99 per MB	N/A
\$10.00	75 MB	\$10.00 per each additional 75 MB of usage	N/A
\$30.00*	2 GB**	\$10.00 per each additional GB of usage	\$15.00
\$50.00	5 GB**		Included
\$80.00	10 GB**		Included
Additional Monthly Access Fee	Additional Data Allowance applies to all data usage including hotspot and Mobile Broadband Connect	Per GB Rate After Additional Allowance	
\$20.00	2GB	\$10.00 per each additional GB of usage	

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). \*The \$30.00/2GB data package is eligible for monthly access fee discounts when combined with select Business calling plans. \*\*Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein. These plans are not eligible for discounts on month to month activations.

## 4G Mobile Broadband Plans

for Internet browsing, email, or intranet access

The 4G Mobile Broadband Plans are eligible for monthly access fee discounts. \*

4G Mobile Broadband		
Monthly Access Fee	\$50.00	\$80.00
MB Allowance	5GB	10GB
Overage Rate	\$10.00 per GB	

**Notes:** 4G and 3G Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G equipment and 4G coverage. Typical 4G speeds: 5 to 12 Mbps download, 2 to 5 Mbps upload. When traveling in the 3G Coverage Area, you can expect download speeds of 600 Kbps to 1.4 Mbps and upload speeds of 500 to 800 Kbps. When traveling in the Extended 3G Coverage Area, you can expect download speeds of 400 to 700 Kbps and upload speeds of 60 to 80 Kbps. Outside the Mobile Broadband Rate and Coverage Area, the NationalAccess network allows connections at typical speeds of 60 to 80 Kbps. See the Calling Plan and Feature Details in the Agreement or contact your Verizon Wireless sales rep for important information about calling plans, features and options. \* Monthly Access Fee discounts on these Plans are available for Government Subscribers only.

## Mobile Broadband Data Plans

The Mobile Broadband Data Plans are eligible for monthly access fee discounts and promotions, when available.

### Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots

Monthly Access Fee	\$50.00	\$80.00
Monthly Allowance	5 GB	10 GB
Per GB Rate After Allowance	\$10.00 per each additional GB of usage	
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate <sup>††</sup>	\$0.25 per minute	
Domestic Long Distance	Included	

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G equipment and 4G coverage. \*The \$30.00/2GB plan is not eligible for monthly access fee discounts. <sup>†</sup>The \$30.00 2GB plan is not available with 4G LTE modems (USB and embedded Notebooks, and is not available with 3G and 4G LTE Dedicated Mobile Hotspots. <sup>††</sup>Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. These plans are not eligible for discounts on month to month activations.

## Mobile Broadband Hotspot Data Plans

The Mobile Broadband Hotspot Data Plans are eligible for monthly access fee discounts and promotions, when available. \*

### Mobile Dedicated Hotspot and Mobile Broadband Connect Plans

All Feature Phones that are capable of Mobile Broadband Connect, Mobile Hotspot or both (includes Netbook, Notebook, MiFi 2200, and Five Spot Mobile)

Monthly Access Fee	\$20.00	\$50.00	\$80.00
Monthly Allowance	2 GB	5 GB	10 GB
Per GB Rate After Allowance	\$10.00		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		
Per Minute Rate <sup>†</sup>	\$0.25 per minute		
Domestic Long Distance	Included		

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Monthly Access Fee discounts on these Plans are available for Government Subscribers only. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. <sup>†</sup>Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. These plans are not eligible for discounts on month to month activations.

## Enterprise Messaging

Enterprise Messaging is NOT eligible for monthly access fee discounts.

Messaging Allowance	Enterprise Messaging Monthly Access Fee (standard text messaging rates apply for recipients)	Per Message Rate After Allowance
100,000	\$200.00	\$0.02
Unlimited	\$500.00	n/a

**1. ENTERPRISE MESSAGING:** In order to protect its network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering, and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

**2. REQUIREMENTS AND RESTRICTIONS:** Enterprise Messaging is only available to Customers with at least one hundred (100) active Government Subscribers. Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set up and manage the service. Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers. Customer must (a) establish 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 ("Standard Messaging Charges Apply") associated with the messaging; (b) maintain opt-in records for a minimum of six (6) months from the date of a subscriber's opt-in consent; and (c) immediately comply with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE, or QUIT in compliance with Mobile Marketing Association (MMA) guidelines ([www.mmaglobal.com](http://www.mmaglobal.com)). Customer can use compatible, properly configured SNPP, WCTP, XML, and SMTP messaging protocols, for which it is solely responsible, for maintaining facilities to monitor its messaging operations or the EMAG portal, to send up to fifteen (15) text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or are variations to the published protocols. Customer agrees that: (a) its messaging will comply with applicable industry guidelines (e.g., MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content standards ([www.verizon.com/contentpolicy](http://www.verizon.com/contentpolicy)) as they may be updated from time to time; (b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; (c) it will not install, deploy, or use any hardware, firmware, software, or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and (d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distribute, or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule, or regulation; (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit, or erotic themes or that links to such content; (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims; or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific, or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national, and international laws and regulations.

**3. LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of Verizon Wireless's transmission sites or a transmission site of another company that has agreed to carry the calls of Verizon Wireless customers, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communication lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen (15) per second), ENTERPRISE MESSAGING 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.

**4. CUSTOMER'S ENTERPRISE MESSAGING CONTACT:** Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior to such change(s).

**5. PILOT MOBILE PHONE:** Verizon Wireless 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 Verizon Wireless 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 Verizon Wireless if the pilot phone is lost, damaged, or stolen. Verizon Wireless reserves the right to charge Customer for replacement phones.

**6. IP ADDRESSES:** Enterprise Messaging will be available for up to fifteen (15) public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

**7. TERMINATION OF SERVICE:** VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGE SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS HEREIN OR FOR GOOD CAUSE which shall include, but is not limited to: (a) breaching the Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects the Verizon Wireless network, its customers, or other customers; (d) allowing anyone to tamper with messaging applications

in a manner contrary to the terms set forth herein; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling, or regulation that conflicts with this Agreement; or (f) operational or governmental reasons.

**8. DISCLAIMER AND LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG ARE PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, VENDORS, AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, 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, NON-INFRINGEMENT, NON-INTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING 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.

**9. INDEMNIFICATION:** Customer shall defend, indemnify, and save harmless Verizon Wireless 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 Enterprise Messaging or EMAG including reasonable counsel fees and costs.

**11. SUBJECT TO CUSTOMER'S AGREEMENT:** These terms supplement Customer's Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Message and EMAG. If there are any inconsistencies between these terms and Customer's Agreement, these terms shall control with respect to Enterprise Messaging.

### Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted] is NOT eligible for monthly access fee discounts.

Per Account Level Set-Up (One time fee)	\$500.00
Per Account New Connect Set-Up (One time fee)	\$1500.00

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including both the \$1500.00 connection fee and the \$500.00 Static IP address fee for new Public Safety NationalAccess activations only.

**Note:** Static IP is subject to the selected eligible calling plan. 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. In addition to providing an Internet restricted Static IP address customers will also gain the benefit of having mobile-to-mobile traffic denied. Utilization of the Static IP pool will permit the use of an Internet restricted IP address, thus minimizing Customers' risk and potential abuse of the network connection. <sup>1</sup>Static IP addresses will be available on remote access, MB and Unlimited NationalAccess plans or features only. Static IP addresses are not available on MOU (Minutes of Use) Plans. <sup>2</sup>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. <sup>3</sup>Applies to a connection set up that bypasses an existing facility to terminate in a new facility (new connection into the router). Offers an additional layer of security enabling the IP to be identified. Applicable if VZW handles any other dedicated circuit other than the public Internet Cloud (default) Port charge for routing to a new private or dedicated circuit (e.g. landline carrier, point to point DS1, Frame Relay or VPN to VPN)

**Static IP:** Static IP addresses will be available on remote access, MB and Unlimited 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.

## Field Force Manager Plans and Features:

The Field Force Manager Plan with a monthly access fee of \$29.99 and the Field Force Manager Feature with monthly access fee of \$25.00 are eligible for Monthly Access Fee Discounts.

### Field Force Manager Plans\*

Monthly Access Fee per Basic Phone

Limited\* (no voice)

\$24.99 per user

Basic\* (no voice)

\$29.99

### Field Force Manager Features†

Monthly Access Fee per Basic Phone or Smartphone

Limited

\$15.00 per user (data plan required)

Basic

\$20.00 per user (data plan required)

Pro\*\*

\$25.00 per user (data plan required)

### Field Force Manager/Push to Talk Bundled Plan\*\*\*

Monthly Access Fee per Push to Talk capable Basic Phones

\$45.00 per user

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

†Field Force Manager ("FFM") Features may only be added onto a calling plan with a monthly access fee of \$34.99 or higher and the Nationwide Unlimited Push to Talk Calling Plan (monthly access fee discounts do not apply when added to the Nationwide Unlimited Push to Talk Calling Plan). They require a minimum \$10.00/75 MB Data Package for Basic Phones and a minimum \$30.00/2 GB Data Package for Smartphones. FFM is available on select devices only. \*FFM Plans are only available on select Basic Phones and are not available on 3G Smartphones. \*\*FFM Pro is not available on all devices. \*\*\*Voice calls are blocked on the FFM Plans and FFM/Push to Talk Bundled Plan. If the Block Voice Feature is removed, a per minute rate of \$0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.

### Optional BlackBerry Enterprise Server/Software List

BES (BlackBerry Enterprise Software) and CAL (Client Access License) sales are not eligible for discounts

	Number of Users	Verizon Wireless SKU/Part#	MSRP
<b>BES Trade-Up Key</b> Note: This item must be ordered.	N/A	PRD-10452-016	\$2,899.00
<b>BlackBerry Enterprise Server Version 5.0</b>	Microsoft Exchange - 20 users	PRD-24256-001*	\$4,099.00
	IBM Lotus Domino - 20 users	PRD-24256-002*	\$4,099.00
<b>BlackBerry Enterprise Server Version 4.1</b>	Microsoft Exchange - 20 users	PRD-10452-001	\$4,099.00
	IBM Lotus Domino - 20 users	PRD-10452-003	\$4,099.00
	Novell Groupwise - 20 users	PRD-10452-005	\$4,099.00
<b>BlackBerry Professional Software Version 4.1</b>	Microsoft Exchange - 5 users	PRD-10452-024	\$599.00
	IBM Lotus Domino - 5 users	PRD-10452-025	\$599.00
	Microsoft Exchange - 10 users	PRD-10452-027	\$949.00
	IBM Lotus Domino - 10 users	PRD-10452-028	\$949.00
<b>BlackBerry Enterprise Server &amp; BPS CALs</b>	1 user	PRD-07599-017*	\$99.00
	5 users	PRD-07599-018*	\$429.00
	10 users	PRD-07599-019*	\$699.00
	50 users	PRD-07599-020*	\$3,299.00
	100 users	PRD-07599-021*	\$5,999.00
	500 users	PRD-07599-022*	\$27,499.00
<b>Small Business Edition (CALs)</b>	1 user	PRD-07599-043*	\$99.00
	5 users	PRD-07599-044*	\$429.00

\*Select Blackberry Client Access Licenses available for purchase through My Business Account and the Verizon Enterprise Center.

## Zipit Now Messaging Solution 3MB Price Plan

This plan has been discounted and is not eligible for any additional discounts or promotions.

	Zipit
Discounted Monthly Access Fee	\$15.00
Optional Feature Access Fee	N/A
Domestic MB Allowance	3 MB
Overage Rate Per KB	\$0.005 / KB
National-Access Roaming	N/A
Home Airtime/Min. Rate	N/A
Domestic Text Messages	Standard Rate
Domestic Long Distance <sup>1</sup>	Included

**NOTE:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see [www.verizonwireless.com](http://www.verizonwireless.com) for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>1</sup>Roaming, toll, and long distance charges may apply when messaging outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance.

## Machine to Machine Plans

**Machine to Machine Plans with monthly access fees \$34.99 or higher are eligible for the M2M Monthly Access Fee Discounts.**

Monthly Access	Data Allowance	Overage Rate per MB	Share Option*	Data Roaming per KB (Canada)
\$5.00	1MB	\$3.00 per MB	Tier 1: Lines on 1MB through 50MB plans may share data at no charge.	\$0.002
\$7.00	5MB			
\$10.00	25MB			
\$15.00	50MB			
\$25.00	250MB	\$0.03 per MB	Tier 2: Lines on 250MB through 5GB plans may share data at \$10.00/line monthly fee.	\$0.002
\$50.00	5GB			

**Note:** Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). \*Customer must maintain a minimum of 5 lines on the Machine to Machine plans in order to share data. Sharing among M2M lines is available only among lines active on plans in the same sharing tier. Each sharing Line's unused KBs will pass to other sharing 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. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available. Plan changes may not take effect until the billing cycle following the change request.



### Verizon Wireless Calling Plan Optional Features

**Calling Plans and Associated Charges:** Government Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at government pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless 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. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**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 calling 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 rate and coverage area, unless otherwise specified in the calling plan.

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

**Unlimited Messaging:** Unlimited Messaging is included with the Talk & Text 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, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

**Friends & Family:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide Family SharePlans with 1400 minutes or more, subscribers can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

### Verizon Wireless Calling Plan Included Features<sup>1</sup>

Call Waiting <sup>2,7</sup>	Three Way Calling <sup>2,7</sup>
Call Forwarding <sup>2,7</sup>	No Answer/ Busy Transfer <sup>7</sup>
Caller ID <sup>3,7</sup>	Basic Voice Mail <sup>2,4,7</sup>
411 Search <sup>5,7</sup>	Basic Text Messaging <sup>6</sup>
Mobile Web <sup>2,7,8</sup>	International Calling/ Roaming <sup>9</sup>

<sup>1</sup>Not available in some areas.

<sup>2</sup>Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

<sup>3</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 the 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>4</sup>Airtime charges apply to message retrieval.

<sup>5</sup>411 Search, directory assistance with automatic call completion is subject to a \$1.99 per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

<sup>6</sup>Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.

<sup>7</sup>Feature not included on NationalAccess and Mobile Broadband Plans at no charge, but are available at the prevailing Verizon Wireless rates.

<sup>8</sup>Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on Smartphones or the Email and Web for BlackBerry Plans. Unless a Mobile TV Select Package is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Complete terms and conditions for Mobile Web may be found at [www.verizonwireless.com](http://www.verizonwireless.com).

<sup>9</sup>International Calling/ Roaming prices start at \$.49 a minute (plus airtime). For complete terms and conditions for International Calling/ Roaming please visit [verizonwireless.com/international](http://verizonwireless.com/international).

### Calling Plan Optional Features

Unlimited Mobile to Mobile Messaging (Text, Picture, & Video Messaging)	Optional Feature Access Fee	Additional Messages	Overage Rate
	\$10.00 \$20.00	500 5000	\$0.10 Per message/ per address
Visual Voice Mail		\$2.99 monthly charge	
Premium Voice Mail		\$1.99 monthly charge	
Push to Talk		\$5.00/ Monthly Access Fee*	
Text, Picture, & Video Messaging	Optional Feature Access Fee	Included Messages	Overage Rate
	\$5.00	250	\$0.10 per message/ per address
GSM International Roaming Global Phone	Rates are available at <a href="http://www.VerizonWireless.com">www.VerizonWireless.com</a>		
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges		

## Verizon Wireless Calling Plan Optional Features

Optional Feature rates and packages are subject to change. Other Optional Features may be available please see your Account Manager or visit [www.verizonwireless.com](http://www.verizonwireless.com) for information. \*The Push to Talk Feature is available when combined with a calling plan with a monthly access fee of \$34.99 or higher.

**Visual Voice Mail:** Visual Voice Mail is only available in the national Enhanced Services Coverage Area and only on select devices. Basic Voice Mail required. Not compatible with Text Messaging Block. Data charges apply during application download and standard messaging rates apply for messages initiated from the application. Accessing Voice Mail, Call Forwarding, Call Return, Personal Operator and other features are subject to airtime, long distance, roaming charges and taxes and Mobile to Mobile Calling minutes do not apply.

**Push to Talk:** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

**Mobile to Mobile Calling:** Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk 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 VZGlobal@ 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 or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

\*NOTE: 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.

**Text Messaging:** Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

**Mobile to Mobile Messaging:** Cannot be combined with any other package that includes a Text or Picture & Video message allowance. Mobile to Mobile Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless subscribers' wireless phones while both wireless subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see [www.vtext.com](http://www.vtext.com) for additional details and countries.

**Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message 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 Long Distance (I-DIAL):** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at [www.verizonwireless.com](http://www.verizonwireless.com) and are subject to change.

**Verizon Wireless International Long Distance Value Plan:** I-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only 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 made from your Calling Plan's Rate and Coverage Area. If a subscriber's Calling Plan's Rate and Coverage Area includes Canada, calls made from that area to Canadian phone numbers, as applicable, will be billed per the Calling Plan. 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/ GlobalAccess/ GlobalEmail):** International roaming requires digital or tri-mode CDMA phone with current software. Global Phone requires CDMA/GSM- capable phones and compatible SIM card. I-Dial required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally and charges will be in addition to text messaging roaming charges. Where available calls placed to directory assistance, entertainment lines and any third-party services are billed (along with applicable toll charges) in addition to roaming rates. Message waiting indicator service is not available where text messaging is not available. Availability of services and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice. See [verizonwireless.com/international](http://verizonwireless.com/international) for rates and destinations, which are subject to change without notice. Existing subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-

## Verizon Wireless Calling Plan Optional Features

stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the subscriber's MTN or to 000-000-0086. Taxes, surcharges and other regulatory fees may apply and may vary by country. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

**Roaming in CDMA countries outside of the US:** CDMA Roaming rates are available at [www.verizonwireless.com](http://www.verizonwireless.com). Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

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

**Field Force Manager (FFM):** FFM is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Monthly access includes unlimited data usage for Field Force Manager. Limited Monthly Access plan and Basic Monthly Access plan for advanced devices are not eligible for business discounts. FFM is available only to Government Subscribers is intended for authorized employees/users in the course of legitimate corporate business. Unauthorized or improper use could be a violation of law and may carry civil and criminal penalties. By subscribing to and/or using this service Customer agrees, represents and warrants that: 1) use of FFM by its Government Subscribers will be solely for lawful use and for no other purpose, 2) Verizon Wireless is authorized to access, collect, gather, use and disclose personal location information for all devices with FFM in order to deliver the services, and 3) all disclosures and/or consents from individual Government Subscribers in possession of the devices being tracked and/or monitored will be obtained as required by applicable law, regulation or policy (including but not limited to those relating to individual privacy rights). FFM requires a supported GPS enabled wireless device, specified Calling Plan or Data Plan, downloadable application, valid e-mail address and Internet access for activation and use. Data usage for FFM is included in the monthly subscription fee. FFM may prevent use of other features and services; any incompatible features and services must be cancelled in order to use FFM. Verizon Wireless does not guarantee the 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. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at [www.verizonwireless.com](http://www.verizonwireless.com). From time to time customers with Limited or Basic service may inadvertently be able to access, view and/or use certain features associated with Basic and/or Premium features of FFM, in order to utilize these features on a regular and ongoing basis, fees associated with the Basic or Premium plan shall apply. Downloading the Field Force Manager application will require approximately 2

MB of data. Data sent or received will be aggregated each month, rounded up to the next megabyte and billed at \$1.99/MB. Megabyte charges will not be incurred for using the application after download to the device. FFM is available on select devices only.

## Data Plans and Feature

**Data Plans and Features:** Monthly Megabyte allowances apply only to Mobile Broadband data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service area. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the subscriber pressing or clicking SEND or CONNECT button. Customer must maintain virus protection when accessing the service.

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

**Data Plans and Features Prohibited Uses:** You may not use our Data Plans and Feature for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other people or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

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

**Data Roaming:** In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit [verizonwireless.com/narooming](http://verizonwireless.com/narooming). In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.1XRTT Roaming Feature. When roaming domestically, Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where 1XRTT Roaming is available, see [www.verizonwireless.com](http://www.verizonwireless.com). 1XRTT roaming is

### Verizon Wireless Calling Plan Optional Features

available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

**GlobalAccess:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install GlobalAccess VZAccess Manager<sup>SM</sup> and run the OTA wizard. GlobalAccess subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to Mobile Broadband and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and Mobile Broadband Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

**GlobalEmail:** GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

**GlobalAccess and Global Email SIM Cards:** SIM Cards are available for use only with your Global PC Card, Global Smartphone, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards

and subscriber must safeguard security codes. Placing your GlobalEmail 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.

### Share Option

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

**Nationwide for Business:** Sharing Option is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all subscribers if the 5 Government Subscriber minimum is not met at any time. Each sharing subscriber's unused Anytime Minutes will pass to other sharing subscribers that have exceeded their Anytime Minutes during the same monthly billing period (Mobile to Mobile Calling minutes and Night and Weekend minutes do not share). Each sharing subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing subscribers activated in more than one Verizon Wireless billing system. Sharing among subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing subscriber to the total minutes needed by all sharing subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

### 3G M2M Data Plan Terms and Conditions

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

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

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

**Roaming in CDMA countries outside of the US:** Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

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

**Government Equipment Pricing based on a 10,000+ Government Subscriber Line Attainment Tier**

Manufacturer/ Brand	Model	10,000+	Manufacturer/ Brand	Model	10,000+
Apple*	iPhone4 8GB (MD146LL/A)	\$99.99	Samsung	Intensity II (U460)	\$119.99
Apple*	iPhone4 16GB (MC 676L/A)	\$149.99	Samsung	Droid Charge (SCH-i510)	\$199.99
Apple*	iPhone4 32GB (MC 678L/A)	\$199.99	Samsung	Stratosphere (SCH-i405)	\$199.99
Apple*	iPhone4S 16GB (MD276LL/A)	\$199.99	Samsung	Droid Charge (SCH-i510)	\$249.99
Apple*	iPhone4S 32GB (MD278LL/A)	\$299.99	Samsung	Continuum (SCH-i400)	\$149.99
Apple*	iPhone4S 64GB (MD208LL/A)	\$399.99	Samsung	Convoy	\$50.00
LG	Cosmos 2 (NV-251)	\$79.99	VZW	USB760	\$49.99
LG	Cosmos Touch (VN-270)	\$99.99	VZW	PC770	\$99.99
LG	Octane (VN-530)	\$149.99	VZW	4G USB Modem (USB551L)	\$49.99
LG	Vortex (all colors)	\$129.99	VZW	MiFi 2200	\$0.00
LG	Revere (VN-150)	\$99.99	VZW	MiFi 4510L (4G LTE Hotspot)	\$99.99
LG	Revolution (VS910)	\$199.99	VZW	Five Spot (AC30)	\$0.00
LG	Enlighten (VS700)	\$129.99	HTC	Incredible 2 (ADR6350VW)	\$149.99
Motorola	Citrus (MOTWX445)	\$29.99	HTC	Thunderbolt (ADR6400LVW)	\$199.99
Motorola	Barrage (V860)	\$129.99	HTC	Trophy (MWVP6985VW)	\$149.99
Motorola	Droid Pro (MOTXT610)	\$149.99	HTC	Rhyme (ADR6330VW)	\$149.99
Motorola	Droid 2 Global (all colors)	\$199.99	HTC	Rezound (ADR6425LVW)	\$249.99
Motorola	Droid 3 (MOTXT862)	\$149.99	Palm	Pre 2 (P141VZW)	\$154.99
Motorola	Droid X2 (Mot MB870)	\$149.99	VZW	8975	\$0.00
Motorola	Droid Bionic (MOTXT875)	\$199.99	Pantech	Jest 2 (TXT8045VW)	\$129.99
Motorola	Droid RAZR (MOTXT912)	\$249.99	Pantech	4G USB Modem (UML290VW-G)	\$49.99
RIM	9330 (Curve 3G)	\$79.99	Pantech	Hotshot (CDM8992VW)	\$149.99
RIM	9550 (Storm 2)	\$199.99	Pantech	Breakout (ADR8995VW)	\$149.99
RIM	9650 (Bold)	\$149.99	VZW	KIN ONEm	\$19.99
RIM	9930 (Bold)	\$199.99	VZW	KIN TWOm	\$49.99
RIM	9850 (Torch)	\$199.99	Casio	GZ1 Commando (C771)	\$149.99
Samsung	Haven (SCH-U320)	\$0.00	Casio	GZ1 Ravine (C751)	\$179.99
Samsung	Gusto (U360)	\$20.00	Casio	GZ1 Ravine 2 (C781)	\$179.99

\*The Apple iPhone4 devices and Apple iPhone 4S devices are only available on twenty-four (24) month Line Terms. The Apple iPhone4 8GB (MD146LL/A) will be available for \$99.99 per device on a twenty-four (24) month Line Term, the Apple iPhone4 16GB (MC676LL/A) will be available for \$149.99 per device on a twenty-four (24) month Line Term, and the Apple iPhone4 32GB (MC678LL/A) will be available for \$199.99 per device on a twenty-four (24) month Line Term. The Apple iPhone4S 16GB (MD276LL/A) will be available for \$199.99 per device on a twenty-four (24) month Line Term, the Apple iPhone4S 32GB (MC278LL/A) will be available for \$299.99 per device on a twenty-four (24) month Line Term, and the Apple iPhone4 64GB (MC208LL/A) will be available for \$399.99 per device on a twenty-four (24) month Line Term. All Equipment is subject to availability and Verizon Wireless reserves the right to add or discontinue models. The above Equipment prices are effective as of 11/14/2011 and are subject to change. Government Subscribers can purchase Equipment at Verizon Wireless' national retail prices if they become lower than this matrix provided the subscriber line meets the offer requirements. When available, Government Subscribers may take advantage of manufacturer sponsored rebates subject to the terms and conditions of such rebates, as applicable. All PC Card and USB Modem with Mobile Broadband Built-In, Smartphone or BlackBerry device purchases must be combined with an eligible data plan. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Government Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now<sup>SM</sup>, Picture Messaging, and other information or Enhanced Services, are subject to terms of use.