

Form No. DTMB-3522 (Rev. 4/2012)
 AUTHORITY: Act 431 of 1994
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B5500078
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Cellco Partnership/DBA Verizon 26935 Northwestern Highway Southfield, MI 48033	Shelly Forbes	Shelly.Forbes@VerizonWireless.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 219-1821/(810) 444-5448	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION:			
STATEWIDE WIRELESS DATA SERVICES			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	December 15, 2015	December 14, 2018	5, One Year Renewals
PAYMENT TERMS	F.O.B.	SHIPPED	SHIPPED FROM
NET45	Destination	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$60,000,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing request to amend Contract #071B8200195. This Contract replaces 071B8200195 and 071B4300061. Orders for delivery will be issued directly by the individual Departments through the issuance of a Purchase Order Form, online, phone or e-mail order.

Notice of Contract #: 071B5500078

FOR THE CONTRACTOR: Cellco Partnership/DBA Verizon Firm Name <i>Adriano Cervoni</i> Authorized Agent Signature Todd Loccisano, Executive Director - Enterprise & Government Contracts Authorized Agent (Print or Type) <i>11/9/15</i> Date	FOR THE STATE: <i>William Pemble</i> Signature William Pemble, IT Division Director Name/Title DTMB Procurement Enter Name of Agency <i>12/15/15</i> Date
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STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Cellco Partnership d/b/a Verizon Wireless ("Contractor"), a general partnership formed under the laws of the State of Delaware. This Contract is effective on December 15, 2015 ("Effective Date"), and unless terminated or renewed, expires on December 14, 2018.

Upon execution of this Contract, all existing State lines purchased under Contract No. 071B8200195 between the State and Contractor dated October 8, 2008, as amended (the "2008 Contract") will migrate immediately to this Contract as inactive plans and the 2008 Contract shall expire of its own terms on the Effective Date of this Contract. Additionally, all existing State lines purchased under the Participating Addendum Western States Contracting Alliance Contract No. 071B4300061 between the State and Contractor with an effective date of February 4, 2014, as amended (the "WSCA Contract"), and any other lines identified by the State, and all MIDEAL member lines, as identified by the MIDEAL members, will have a ninety (90) calendar day transition period commencing on the Effective Date.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.
2. **Contract Term.** This Contract is for a period of three (3) years (the "initial term") commencing on the Effective Date. All outstanding orders shall also expire upon the termination or expiration of the Contract, unless otherwise extended pursuant to this Contract. Absent an early termination for any reason, orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

This Contract may be renewed in writing by mutual agreement of the parties before its expiration. The Contract may be renewed for up to five (5) additional one (1) year periods. Successful completion of negotiations surrounding the terms and conditions of the renewal, and agreement of the parties on the resulting terms and conditions, will be a prerequisite for the exercise of any renewal option.

3. **Notices.** Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile, if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage prepaid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

If to State: Mike Breen State of Michigan 525 W. Allegan, 1 st Floor Lansing, MI 48933 and P. O. 30026, Lansing, MI 48909 breenm@michigan.gov 517-284-7002	If to Contractor: Cellco Partnership d/b/a Verizon Wireless 7600 Montpelier Road Laurel, MD 20723 Attn: State Government Team
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4. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "Contract Administrator"):

If to State: Mike Breen State of Michigan 525 W. Allegan, 1 st Floor Lansing, MI 48933 and P. O. 30026, Lansing, MI 48909 breenm@michigan.gov 517-284-7002	If to Contractor: Shelly Forbes Verizon Wireless Operations 1 Towne Square Southfield, MI 48076 shelly_forbes@verizonwireless.com 810-444-5448
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5. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) include the State as an additional insured as their interest may appear under this Contract protecting the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 Each Occurrence Limit \$5,000,000 Personal & Advertising Injury Limit \$5,000,000 General Aggregate Limit \$5,000,000 Products/Completed Operations	The policy: (1) include "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers and employees" as an additional insured as their interest may appear.
Commercial Automobile Insurance	
<u>Minimal Limits:</u> \$1,000,000 Combined single limit each accident	Covering all owned, non-owned and hired vehicles.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage in compliance with the statutory requirements of the state of operation	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease	
Telecommunications, Media & Technology Errors & Omissions Insurance	
\$1,000,000 Per claim and aggregate	Policy shall: (1) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime Insurance	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) include "the State of Michigan, its

	departments, divisions, agencies, offices, commissions, officers, and employees" as Loss Payees.
Property Insurance	
Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.	

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least one (1) year after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of one (1) year after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain substantially the same insurances as required of Contractor contained in this Section; and (c) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

6. **Annual Rebate.** Contractor will pay the State a rebate equivalent to 0.50% of all subscribers', including MiDEAL members, as described in Section 7 below, voice and data plan and feature access fees. The rebate will not be calculated on international long distance usage charges, roaming charges, taxes, surcharges and regulatory fees. This rebate will only be paid on price plans and features available under the current Schedule B - Pricing . Machine to Machine services, and equipment and accessory purchases will not be included in the rebate calculation. The rebate period will be the 365 calendar days from the Effective Date, and every 365 days thereafter. The Contractor will calculate the rebate and issue payment within 90 calendar days of the Effective Date, and each anniversary year thereafter during the initial term (and any renewal term exercised in accordance with Section 2(b) of this Contract). The Contractor must send payment to:

Department of Technology, Management and Budget
 Financial Services – Cashier Unit
 Lewis Cass Building
 320 South Walnut St.
 P.O. Box 30681
 Lansing, MI 48909

If the contract is terminated, the State shall be entitled to receive the partial rebate that was earned as of the date of termination; and such rebate will be calculated and issued 90 calendar days after the date of termination of the Contract.

7. **Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. The State agrees to notify the MiDEAL members about (a) the execution of this Contract, (b) the migration of all existing lines purchased under the 2008 Contract and the WSCA Contract to this Contract, and (c) the termination of the 2008 Contract and the WSCA Contract.

8. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
9. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least thirty (30) days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the applicable terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its reasonable judgment, may require the replacement of any subcontractor; and the State's request shall be written with reasonable detail outlining the reasons for the removal request.
10. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and the results must be provided as requested.
11. **Assignment.** Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, or division without the prior consent of Contractor and Contractor may assign the Contract to an affiliate upon thirty (30) days prior written notice to the State so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages. For purposes of this paragraph, "affiliate" means an entity that controls, is controlled by, or is under common control with Contractor.
12. **Terms of Payment.**
All undisputed invoices are expected to be paid within forty-five (45) days following the date the entire order is delivered or the invoice date, whichever is later. If payment is not received within forty-five (45) days, Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be made through electronic funds transfer, unless otherwise approved by the State.
13. **Stop Work Order.** The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this Section. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in this Contract.
- If a stop work order issued under this Section is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of Section 37 of the Contract.
14. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference

to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 16, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

15. **Termination by Contractor.** If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with the Statement of Work, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) calendar days), then Contractor may terminate this Contract, in whole or in part for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations before any such termination.
16. **Termination for Convenience.** The State may terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls by giving Contractor written notice at least thirty calendar (30) days prior to the date of termination. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 16, Contractor Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all charges due for services/deliverables prior to the date of termination and, as applicable, all reasonable costs for State approved Transition Responsibilities.
17. **Contractor Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed ninety (90) calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
18. **State Transition Responsibilities.** In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, and perform any other obligations upon which the State and the Contractor agree.
19. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts

any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- a. After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate that it has been materially prejudiced by such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
 - b. If Contractor delivers a Notice of Election relating to any claim: (i) the Contractor shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
 - c. If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.
- 20. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 21. Limitation of Liability.** The Contractor's liability for damages to the State shall be limited to the greater of: (i) two times the value of the Contract, or (ii) \$200,000. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this

Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

22. **Disclosure of Litigation, or Other Proceeding.** In the ordinary course of its business, Contractor and its predecessor companies have been defendants in various actions brought by consumers as individuals and as part of class actions, and by resellers relating to terms and conditions of service. In addition, agents have brought actions relating to contractual issues and alleged unfair trade practices. Industry-wide, various individual claims and class actions have been brought against wireless carriers, including Contractor, concerning the alleged health effects of wireless phones and consumer disclosures relating to potential health effects. Contractor warrants that to its knowledge, such matters would not materially and adversely affect Contractor's ability to meet its obligations under this Contract.

23. **State Data.** Contractor, its employees, agents and any contractors assigned to perform the services contemplated by this Agreement shall store, maintain, use, process and transfer State Data solely for the purpose of performing Contractor's obligations under the Agreement or as otherwise required by law. "State Data" includes any information, in any form, that pertains to the transmission of specific text messages or telephone calls, including the number called or texted, or the number from which a call or text was placed or transmitted and the time, location or duration of any call or text, or that identifies, relates to, describes or is capable of being associated with a particular subscriber.

Contractor shall take all reasonable and appropriate legal, organizational, and technical measures to ensure the confidentiality of State Data, keeping in mind the nature of such data. Contractor may only disclose State Data to personnel who have a need to know for the purposes of performing obligations under this Agreement. Contractor represents that, during the term of this Agreement, it will comply with its own privacy policy and applicable laws (including, without limitation, 18 U.S.C. §2702), rules and regulations as they relate to the storage, use, destruction and/or transmission of State Data. Contractor agrees, without further consideration and at its expense, to take such actions necessary to protect State Data.

In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data, or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) promptly notify the State upon becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; and (c) perform or take any other actions required to comply with applicable law as a result of the occurrence.

If Contractor shall be under a legal obligation in any administrative, regulatory, or judicial circumstance to disclose any State Data, Contractor shall give the State prompt notice thereof (if it is legally and contractually permitted to do so) so that the State may seek a protective order or other appropriate remedy. In the event such protective order is not obtained, Contractor shall furnish only that portion of the information that it is legally required and shall disclose the State Data in a manner reasonably designed to preserve its confidential nature.

24. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

b. **Obligation of Confidentiality.** During the term of this Contract, The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a

need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control.

25. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Subject to applicable laws and regulations, Contractor must retain and provide to the State, or its designee, and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within fifteen (15) calendar days of providing notice, the State and its authorized representatives or designees have the right to examine and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within forty-five (45) calendar days.

This Section applies to Contractor, any affiliate, and any subcontractor that performs Contract Activities in connection with this Contract.

26. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
27. **Compliance with Laws.** Contractor must comply with all applicable federal, state and local laws, rules and regulations in providing the services/deliverables under this Contract.
28. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or

privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

29. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
30. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
31. **Pricing Terms.** The Pricing Catalog provides terms for two tiers of service for certain plans, i.e., (a) 1-5,000 lines of service, and (b) 5,001+ lines of service. The State currently has 5,001+ lines of service with Contractor, and enjoys the more favorable pricing terms associated with that line tier for those plans that have two tiers of service. The State acknowledges that pricing terms will revert to the lower line tier should line attainment fall below the 5,001 lines of service level.
32. **Pooling of National Voice Minutes & Data.** State agency-wide pooling of national voice minutes and data will be available across all State Profiles and to all State subscribers (excludes MiDEAL subscribers) activating wireless voice calling plans under this Contract. Each State subscriber's unused peak allowance minutes and data will pass to other State users that have exceeded their peak allowance minutes and data allowances during the same monthly billing period. Each State subscriber's monthly peak minute and data allowance applies first to their line. Unused peak minute and data allowances are then shared with other State users that have exceeded their monthly peak minute and data allowances proportionally. Lines with Flat Rate voice and data cannot contribute to the pool.
33. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
34. **Media Releases.** Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract or the Services of the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.
35. **Order of Precedence.** In the event of a conflict between any of the materials that comprise the Contract between the State and the Contractor, the order of precedence is: (a) the Standard Contract Terms, (b) the Statement of Work and (c) the Pricing Catalog.
36. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
37. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
38. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
39. **Entire Contract and Modification.** This Contract, which includes the Statement of Work, the Standard Contract Terms and the Pricing Catalog, constitutes the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended, modified, extended, renewed, or augmented except by signed agreement between the parties (a "Contract Change Notice"). The State is not bound by any terms or conditions outside of this Contract, including any content on Contractor's website, unless expressly incorporated directly into this Contract.

SCHEDULE A
STATEMENT OF WORK

1. **Project Identification.** The Contractor must provide the State of Michigan (the "State") with national and international wireless communication services and hardware, including, but not limited to the following:
 - wireless voice, text, data capabilities
 - private network to carry the State's wireless data traffic
 - wireless PC data cards, MiFi, hot spot tethering enabled devices fixed wireless routers, repeaters, extenders
 - tablets, ultrabooks, and similar devices
 - modems
 - equipment accessories

2. **Program Administration and Contractor Support.**

Technology Program Manager
Jack Harris
Department of Technology, Management and Budget
Office of the Chief Technology Officer
517-241-9850
Harrisj8@michigan.gov

The Technology Program Manager is responsible for the overall State strategy of technology related services provided by the Contractor.

State Program (Operational) Manager
Linda Baker
Department of Technology, Management and Budget
Office of Automation Services
517-636-0435
BakerL@michigan.gov

The State Program Manager is responsible for coordinating and facilitating Contractor equipment and services, including but not limited to troubleshooting device issues, facilitating statewide correspondence regarding service issues, assisting State agencies in the use of the Contractor's web-tool, working with the Contractor to maximize contract pricing and services, and identifying authorized agency wireless coordinators.

Agency Wireless Coordinators
Agency wireless coordinators, identified by the Program Manager, are responsible for coordinating agency wireless needs including, but not limited to, ordering equipment and services, managing accounts from inception to the recycling of the equipment, and bill analysis.

Contractor Program Manager
Shelly Forbes
1 Towne Square
Southfield, MI 48076
(C) 810.444.5448 | (F) 614.560.2615
shelly.forbes@verizonwireless.com

The Contractor Program Manager will coordinate all of the activities of the Contractor personnel assigned to the Contract, and responsibilities are, including, but not limited to:

- develop transition/implementation plans, schedule and update as needed
- assess and report on services regarding performance and implementation
- escalate issues, risks, and other concerns
- proactively propose/suggest options and alternatives for consideration

- training and educating State Program (Operational) Manager and wireless coordinators on the web-based online portal, and other areas related to the services and equipment provided under this Contract
3. **E-Rate Program.** Contractor must provide the products, services, and rates in accordance with the Universal Service Fund for Schools and Libraries under the federal program commonly known as "E-rate." The Contractors SPIN number is 143000677 and our FCC Registration Number is 0003-2906-73. Contractor website information on E-Rate is: http://www.verizonenterprise.com/industry/public_sector/education/erate/
 4. **Service Coverage.** The Contractor must make available current service area maps reflecting the domestic service coverage. The most current service area maps can be found at <http://www.verizonwireless.com/b2c/CoverageLocatorController?requesttype=NEWREQUEST>. International service coverage can be found at <http://www.verizonwireless.com/landingpages/international/>. During the Contract term, the Contractor must provide domestic coverage, at a minimum, at the same level as provided at Contract execution.
 5. **Planned and Unplanned Outages.** Contractor will provide, at the request of the State, a service bulletin notifying key customers of significant impacts to voice and data services, expediting dissemination of outage notices to the State via email to include updates and resolution of the outage.
 6. **Web-based Online Portal.** A web-based online portal (My Business Account) must be made available for the State to manage accounts, order, view statements, produce various usage and detailed billing information, etc. The web-based online portal must provide access to only authorized users as approved by the State Program (Operational) Manager.
 7. **Ordering.**

Authorized Representative

The Contractor must only process an order from an authorized representative of the State as identified by the State's Program (Operational) Manager.

Confirmation

Upon receipt and/or processing of an order, the Contractor must provide email confirmation that identifies the order confirmation number, ship to address, bill to address, description of equipment type order and quantity, and total cost for products and service(s).

Substitutions

If a product is on backorder, the Contractor will advise the State at the time of order. The Contractor must not make unauthorized substitutions.

Shipping and Shipping Confirmation

Contractor must ship the equipment within two (2) business days of the order. Equipment must be shipped F.O.B. destination. The Contractor must provide a shipment confirmation on the day of order shipment. The shipment confirmation must include at a minimum, phone number for new lines, date shipped, and tracking number. The State will consider equipment delivered and received when signed for by the State at the delivery address identified on the order.

Packing Slip

All shipped orders shall include a packing slip with the ship to address, description of equipment type order and quantity, and total cost for products and service(s).

8. **New Products, Manufacturer Warranties and Extended Warranty Program.** All products must be new and not used, substituted, rebuilt, or refurbished unless otherwise agreed to by the State. The State must acquire clear title to the equipment, free of all liens and encumbrances. All manufacturer warranties must pass through to the State.
9. **Equipment Return or Exchange.**

Return or Exchange – Within Thirty (30) Calendar Days of Purchase

The Contractor must accept returns or make exchanges of any equipment for any reason, provided the equipment is returned within thirty (30) calendar days of purchase. A prepaid shipping/return label will be included in each order that is shipped. The State is responsible for the cost of any airtime and features used prior to the termination date.

Return or Exchange - After Thirty (30) Calendar Days of Purchase, but Before Expiration of Manufacturer

Warranty Period

If the equipment is found defective after the initial thirty (30)-day return period, but before the expiration of the manufacturer's one (1) year warranty, the State may at the State's request, receive from the Contractor a refurbished unit in exchange for the defective unit at no charge. A prepaid shipping/return label will be included in each order or can be printed on the on-line web portal.

Contractor must assist the State with the manufacturer's warranty process, including but not limited to the costs necessary to ship equipment to the manufacturer for equipment that is repaired while under warranty.

10. **Equipment Recall Procedures.** The Contractor must notify the State Program (Operational) Manager of any product recall within ten (10) business days of official notification by the manufacturer. If a product must be returned to the manufacturer, recalled products will be returned at the Contractor's expense. Contractor must provide comparable replacement equipment at no cost to coincide with the pick-up of recalled items.
11. **Issue Escalation and Dispute Resolution Procedures.** The State, and any employee using equipment or service provided under the Contract, may contact the Contractor's Government Customer Operations Center representative to resolve an issue. If the issue is not resolved, the agency wireless coordinator must make contact with the Contractor Program Manager to resolve the issue. Any unresolved issues for more than 10 business days must be reported to the State and Contractor Contract Administrator.

In the event of disputed charges, the agency wireless coordinator must provide Contractor with written notice within one hundred eighty (180) calendar days from the date of the invoice containing disputed charges. The written notice must include why the State is disputing the charges and any supporting documentation. The State may withhold payment of a disputed charge, up to the amount of the dispute. The Contractor will use good faith efforts to resolve billing issues within sixty (60) calendar days after receipt of the notification of the dispute. If a billing issue is resolved in the State's favor, the Contractor will credit the State within a commercially reasonable timeframe.

The Contractor must not interrupt services under the Contract due to outstanding balance, disputed amount owed, or late payments due.

12. **State Business Review Meetings.** The Contractor and agency wireless coordinators, and or State Program Manager, will meet quarterly, at a time and location identified by the State, to discuss including, but not limited to the following:
 - billing reviews
 - upcoming deployments or projects
 - market trends, including, new technology needs and pricing
 - recommendations on managing the program
 - recommendations on price plans and equipment based on analysis of the data (e.g. price plan optimization)
 - outstanding issues

The State of Michigan is not responsible for the travel costs, or expenses of the Contractor for these meetings.

13. **Invoicing.** The Contractor must invoice that State no more than monthly. Invoices must be available on the online web portal, or may be sent through the United States Postal Service as identified by an agency wireless coordinator. The invoice must contain including, but not limited to, the following elements:
 - invoice number, period and date
 - Contractor's remittance address
 - Account Number
 - Contractor's cost center - alphanumeric field designated by the ATC for internal audit control, if used
 - itemized charges and usage, including but not limited to, monthly service, feature, airtime, long distance, roaming, data

14. **Pricing.** In addition to the Pricing Catalog, the following apply:

Price Terms

Upon the execution of the Contract, the Contractor must immediately update the online web-portal of any negotiated price decreases available on the services or equipment provided to the State.

Taxes

The State and MIDEAL members are exempt from any sales, use, excise, and property tax imposed as an end-user tax, other than taxes collected by the servicing carrier on roaming services. Subscribers must provide valid exemption documentation to claim this status, such as MI DOT Form 3372 (see https://www.michigan.gov/documents/taxes/3372_216612_7.pdf for a soft copy of this form.)

Contractor may pass through and recover other charges and fees from the State or MIDEAL members in the form of a surcharge if such a charge is applicable. These surcharges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and the IntraSt Switched Toll Acc Surcharge. These charges are Contractor charges, not taxes, and are subject to change from time to time. Because these charges are not taxes, the State nor MIDEAL's tax exemptions, if any, will not apply to these charges.

The rates for these charges on voice plans (as of October 1, 2015) are:

- Federal Universal Service Charge (bundled plan rate) -- 4.14% of billed services
- Federal Universal Service Charge (interstate calling rate for call overages) -- 16.7% of billed services
- Regulatory Charge -- \$0.21 cents per line per month
- IntraSt Switched Toll Acc Surcharge -- 0.5124% of billed services

Activation, Early Termination, Cancellation Fees

The Contractor must not charge a fee for the activation, early termination, or cancellation of services.

Restocking Fee

The Contractor must not charge a restocking fee for any reason.

Wireless Plan Changes

The State may change plans at its option during the term of contract. The State will retain the ability to change plans for short periods of time for example trips that may require out of state or international travel, or special projects. No fees or other charges are to be incurred for these changes.

Equipment Rebates

All equipment rebates will be immediately applied at the point of sale.

Equipment Promotional Pricing

The Contractor must provide the State promotional equipment pricing when activating a new line of service. The State may upgrade equipment every ten (10) months at promotional pricing.

Lost or Stolen Equipment

The State is not responsible for any charges from the time that the State reports to the Contractor the loss or theft of a cellular device.

Temporary Suspension and Reactivation of Service

The State may suspend service on any account for a total period of one hundred and eighty (180) days per rolling twelve (12) month period (unless shorter period required by law). Due to Contractor system limitations, however, each request for suspension may not exceed ninety (90) calendar days. The contractor must not charge the State for services during the suspension period, or for reactivating; however, if a subscriber line is suspended without billing for a period of time, both the term of that line and upgrade eligibility will be extended for a period of time equal to the suspension period.



Pricing and Equipment Offer State of Michigan

0.50% Annual Rebate: Refer to the Rebate language in section 6 of the Contract.

The Annual Rebate will be made by check payable to the State of Michigan and mailed, along with a copy of the itemized purchasing activity report, to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

If Contractor later determines, in its sole discretion, that the State is eligible for more favorable pricing or rates, Contractor will notify the State and work with the State to amend its Contract to take advantage of the more favorable pricing. After execution of an appropriate, negotiated contract amendment, Contractor will update the online web portal (My Business Account) with the more favorable pricing.

State of Michigan Price Sheet

Nationwide for Government Share Calling Plans

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

Nationwide for Government Share	0 Minutes	100 Minutes	200 Minutes	400 Minutes
Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$15.99*	\$23.99	\$26.94	\$30.38
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$15.99*	\$23.99	\$26.94	\$27.99
Monthly Anytime Voice Minutes	0	100	200	400
Unlimited Domestic Push To Talk	Not Available	\$5.00 (optional feature)		
Domestic Voice Overage Rate	\$0.25 per minute			
Domestic Mobile to Mobile	Unlimited			
Domestic Night & Weekend Minutes	Unlimited			
Domestic Long Distance	Included			
National Access Roaming	Included			
Data Sent or Received	\$1.99/ MB or per data package			
Domestic Text, Picture and Video Messages	100 Included Overage per msg: Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25 Unlimited: \$12.00 per line			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *The 0 Minute Nationwide for Government Share Calling Plans cannot exceed 50% of the account's total lines on the Nationwide for Government Share Calling Plans. This plan is available for basic devices only. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages. Plan changes may not take effect until the billing cycle following the change request.

State of Michigan Local Flat Rate Calling Plan

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

Local Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	\$4.99
Domestic Anytime Minutes	0
Domestic Per Minute Rate	\$0.07
National Access Roaming (Includes Long Distance)	\$0.69
Domestic Data Sent or Received	\$1.99 / MB or per data package*
1000 Domestic Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	\$5.00 additional monthly access fee per line (optional features)

Notes: Local coverage area includes the State of Michigan only. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *This plan is available for basic devices only. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

State of Michigan Inactive Local Flat Rate Calling Plan

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

Local Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	\$0.00
Domestic Anytime Minutes	0
Domestic Per Minute Rate	\$0.06
National Access Roaming (Includes Long Distance)	\$0.69
Domestic Data Sent or Received	\$1.99 / MB or per data package*

Notes: Local coverage area includes the State of Michigan only. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Available for existing lines only. If Government Subscriber does any qualifying change or upgrade or changes ESN, then they must move to a qualifying active Calling Plan. Verizon Wireless reserves the right to move any Subscriber line on this Inactive Local Flat Rate Calling plan that has no usage for three (3) consecutive months to the Local Flat Rate Calling Plan.

Nationwide Push to Talk Calling Plan

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

Nationwide Push to Talk	Government Subscribers Only
Monthly Access Fee	\$19.99
Monthly Anytime Voice Minutes	0
Push to Talk Talk	Unlimited
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
National Access Roaming	Included
Domestic Text (SMS) and Multimedia (MMS) Messages	100 Included Overage: \$0.20 (SMS) Text \$0.25 (MMS) sent/received
Data Sent or Received	\$1.99/ MB or per data package

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. Push-to-Talk enabled device required. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

3G/4G Flat Rate Nationwide Email for Government Calling Plans

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

Nationwide for Government	0 Voice Minutes (Add-a-Line)	500 Voice Minutes	600 Voice Minutes
Monthly Access Charge (share) with 1-5,000 State Subscriber Lines in Service	\$39.99	\$59.24	\$68.43
Monthly Access Charge (share) with 5,001+ State Subscriber Lines in Service	\$35.99	\$45.99	\$62.99
Monthly Anytime Voice Minutes	0	500	600
Friends & Family (up to 10 numbers)	N/A	N/A	Included
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	Included		
Domestic Data Allowance for Email*	Flat Rate (high speed data up to 5GB per month, data speeds reduced thereafter – no domestic data overage charges)		
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited		
Unlimited Domestic Push to Talk Feature	\$5.00 per line (optional feature)		
Unlimited Hotspot/Tethering	\$10.00 per line (optional feature)	Included	\$10.00 per line (optional feature)

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Should a customer exceed 5 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle. The 0 Minute Add-a-Line 3G/4G Nationwide Email for Government Calling Plans cannot exceed 50% of the account's total lines on the 3G/4G Nationwide Email for Government Calling Plans. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages. Plan changes may not take effect until the billing cycle following the change request.

Smartphone Calling Plans for Government Subscribers

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

Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.

Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$39.99
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$35.99
Domestic Data Allowance*	Flat Rate (high speed data up to 5GB per month, data speeds reduced thereafter – no domestic data overage charges)
Domestic Voice Per Minute Rate ¹	\$0.12
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited
Domestic Long Distance ²	Included
National Access Roaming	\$0.002 per Kilobyte

Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. ¹Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. ²Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. *Should a customer exceed 5 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

3G/4G Nationwide Email for Government Share Calling Plans

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

Nationwide for Government	500 Voice Minutes	600 Voice Minutes
Monthly Access Charge (share) with 1-5,000 State Subscriber Lines in Service	\$69.24	\$78.43
Monthly Access Charge (share) with 5,001+ State Subscriber Lines in Service	\$45.99	\$72.99
Monthly Anytime Voice Minutes - Shared	500	600
Domestic Data Allowance - Shared	5GB	5GB
Hotspot/Tethering	Included	Included
Friends & Family (up to 10 numbers)	N/A	Included
Voice Overage Rate	\$0.25 per minute	
Data Overage Rate	\$14.99 per each additional GB of usage	
Domestic Long Distance	Included	
National Access Roaming	Included	
Domestic Mobile to Mobile	Unlimited	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited	
Unlimited Domestic Push to Talk Feature	\$5.00 per line (optional feature)	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage.

Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages. Plan changes may not take effect until the billing cycle following the change request.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The four plans within this grid are able to share with each other.

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

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

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150MB
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				

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

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

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$20.00	\$25.00	\$39.50	\$63.20
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$20.00	\$25.00	\$39.00	\$62.40
Domestic Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB
Overage Rate Per Megabyte	\$0.015			
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)			

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

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

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

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

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$37.99	\$59.99	\$99.99
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$35.99	\$59.99	\$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
National Access Roaming	\$0.002 per Kilobyte		

Note: This plan is available for domestic 3G and 4G data only devices on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

Current National Access and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are also able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

Custom 4G Flat Rate Mobile Broadband Plans: Government Subscribers Only

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

Monthly Access Fee	\$ 35.99	\$ 55.30	\$ 71.10	\$ 86.90
Data Throughput Limitation Allowance*	5 GB	10 GB	15 GB	20 GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Only 4G devices can be activated on these plans. These plans are for domestic data only, on the Verizon Wireless network and extended networks. *Data throughput limitation will occur when user exceeds the data allowance threshold. Should the GB allowance of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Mobile Broadband Data / Tablet Share Plans

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

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

	Tablets Only [†]	All Mobile Broadband Devices
Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$30.00 [†]	\$37.99
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$25.00 [†]	\$35.99
Domestic Monthly Data Allowance	2GB	5GB
Per GB Rate After Allowance	\$14.99 per each additional GB of usage	
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	
Domestic Per Minute Rate ^{††}	\$0.25 per minute	
Domestic Long Distance	Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. [†]The \$25.00 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). \$25 2GB plan is only available for lines with unsubsidized equipment and not combinable with any BICS, equipment promotions or other contractual offers. ^{††}Per Minute Rate applies to voice calls and other non-NationalAccess data usage in the United States.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

3G & 4G Flat Rate Mobile Broadband Data Plans

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

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

Monthly Access Fee	\$35.99
Domestic Data Allowance	Flat Rate*
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Domestic Per Minute Rate ^{††}	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. ^{††}Per Minute Rate applies to voice calls and other non-NationalAccess data usage in the United States. *Should a customer exceed 5 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

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

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge with 1-5,000 State Subscriber Lines In Service	\$37.99	\$59.99	\$99.99
Monthly Access Charge with 5,001+ State Subscriber Lines In Service	\$35.99	\$59.99	\$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
National Access Roaming	\$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages and bills overage as KB. Plan changes may not take effect until the billing cycle following the change request.

Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Nationwide Global Email for Government Calling Plans

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

Nationwide for Government		400 Voice Minutes
Monthly Access Charge		\$71.00
Monthly Anytime Voice Minutes (Share)		400
Friends & Family (up to 10 numbers)		N/A
Voice Overage Rate		\$0.25 per minute
Domestic Mobile to Mobile		Unlimited
Domestic Night & Weekend Minutes		Unlimited
Domestic Long Distance		Included
National Access Roaming		\$0.002 per Kilobyte
Domestic Data Allowance		Flat Rate*
Global Email Allowance (Non Share)		500MB
Domestic Messaging		Unlimited

Optional Features

Unlimited Domestic Push To Talk	\$5.00
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Notes: Current coverage details can be found at www.verizonwireless.com. The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. *Should a customer exceed 5 GB of data usage within a given bill cycle, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle.

Global Data Optional Features

The Data Packages reflect a monthly access charge discount. No additional discounts apply.

Monthly Access Fee with 1-5,000 State Subscriber Lines In Service	Monthly Access Fee with 5,001+ State Subscriber Lines In Service	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
\$19.75	\$19.50	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

Pay Per Use (for subscribers not using the Global Data Feature)

Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	\$2.05/MB	\$5.12/MB	\$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/global. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

Global Voice*

No additional discounts apply.

Canada	\$0.69/min
Mexico	\$0.99/min
Caribbean and Europe	As low as \$1.29/min
Standard Rates for Other Countries	As low as \$1.29/min
Global Value Plan Rates	As low as \$0.99/min

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global voice capable devices.

Global Messaging *

No additional discounts apply.

Global Text Messaging

Canada	\$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	\$0.50 per recipient per message sent and \$0.05 per message received

Global Picture and Video Messaging

Canada, Mexico and Puerto Rico	\$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	\$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/internationalmms for supported countries.

Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global messaging capable devices

Pay Per Use Data Roaming*

No additional discounts apply.

Monthly Data Allowance	N/A
Monthly Access Fee	N/A
Rate After Allowance (Canada)	\$0.002/KB (\$2.05/MB)
Rate After Allowance (Mexico)	\$0.005/KB (\$5.12/MB)
Rate After Allowance (Other Available Countries)	\$0.02/KB (\$20.48/MB)

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *4G devices require Pay Per Use subscription to roam outside of the U.S. and Canada. International Eligibility is required to roam in many countries.

Wireless Priority Service (WPS) Access

No additional discounts apply.

WPS Access Feature Initiation Fee	\$10.00
WPS Access Monthly Access Charge	\$4.50
WPS Access Per Minute Charge	\$0.75

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

Pricing Terms: Refer to the Pricing Terms language in section 31 of the Contract.

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

Other discounts: Note that Verizon Wireless may provide a 21% discount on plans that are \$34.99 and higher and are eligible for discount, but are not already discounted. Qualifying data features \$24.99 and higher, that are not already discounted, may also receive a discount of 21%.

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

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

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

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk 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 global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

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

Push to Talk: 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. The Push to Talk feature can be added to plans with a monthly access fee of \$34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. 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 accuracy of presence information may be affected 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 plan/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.

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

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

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

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone, or Global Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that

country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/global for rates and destinations, which are subject to change without notice. International Eligibility 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. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at 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 for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization www.verizonwireless.com/global.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a

few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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

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

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

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup

Verizon Wireless Plan and Feature Details

for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

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

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

Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

Global Data Optional Features: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and Global Data Optional Features 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 Global Data Optional Features VZAccess ManagerSM and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

Global Email SIM Cards: SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. 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.

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. **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/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

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

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

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

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

State of Michigan Employee Offer

Purchases by Employee Subscribers: State of Michigan's employees and MiDEAL entities (with proof of employment) may activate new or register existing lines of Wireless Service on plans, options, features, and applications that Verizon Wireless makes generally available to consumers and obtain the applicable discounts on Eligible Plans and Eligible Data Features, provided such employee first: (a) registers under Customer's account at www.verizonwireless.com/getdiscounts; (b) executes a Verizon Wireless retail customer agreement; and (c) qualifies under Verizon Wireless consumer credit criteria. Employee discounts may not be available in retail stores or through Verizon Wireless agents. Upon request, Customer shall confirm the employment status of Employee Subscribers.

Employee Subscriber: An employee of the State of Michigan or MiDEAL entity utilizing Wireless Service whose account is registered under this Agreement and is set up in the employee's name and for which the employee bears responsibility. Verizon Wireless' relationship with Employee Subscribers is governed by the Verizon Wireless retail Customer Agreement.

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

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 plan, feature, Equipment or offer selected for that line (usually 1 or 2 years). 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 Corporate Subscribers and M2M Lines. Employee subscribers, however, are subject to an activation fee.

Early Termination Fees ("ETF"): Verizon Wireless will charge an early termination fee ("ETF") for lines terminated or ported to another service provider prior to the expiration of the Line Term, in an amount determined by the device selected and disclosed at the time of activation, either a) \$350.00, minus \$10.00 for each full month of the Line Term completed since activation or since the most recent Line Term extension (if any) or b) \$175.00, minus \$5.00 for each full month of the Line Term completed since activation or since the most recent Line Term extension (if any). Employee Subscriber may terminate any of its lines within 30 days of activation without an ETF, provided that within that 30-day period, it returns any Equipment that was purchased at a discount from Verizon Wireless in connection with the activation of the line. Employee Subscribers shall be responsible for all service-related charges incurred up to the time of termination.

Subscribers qualify for monthly access charge discounts on eligible consumer voice and NationalAccess/Mobile Broadband calling plans throughout Verizon Wireless' coverage areas with monthly access charges of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/Mobile Broadband calling plans with monthly access charges of \$34.99 and higher may also qualify to receive the monthly access charge discount. Features with monthly access charges of \$24.99 and higher may also qualify to receive the monthly access charge discount. State of Michigan acknowledges that the access charge discount may not be applied to any Subscriber's line having less than a full month's access charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Employee Subscriber -- Monthly Access Charge Discount
19%
Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/Mobile Broadband on eligible calling plans and features as applicable, subject to any limitations as indicated elsewhere in the Agreement and any Exhibits.