



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Ashley Adrian	DTMB
		517-331-4622	
		AdrianA1@michigan.gov	
	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	5 - 1 Year		January 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	29 days	February 29, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$105,000,000.00	\$249,900.00	\$105,249,900.00		
DESCRIPTION				
Effective January 29, 2024, this Contract is utilizing 29 days of the Transition period per Standard Contract Terms, Section 26, Transition Responsibilities, to allow time for the procurement process to complete. The revised contract expiration date is February 28, 2024. All other terms, conditions, specifications and pricing remain the same. Per Agency and Vendor agreement and DTMB Central Procurement Services approval.				



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Department of Technology, Management, and Budget
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P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Ashley Adrian	DTMB
		517-636-4571	
		adriana1@michigan.gov	
	Contract Administrator	Lisa Spitzley	DTMB
		517-331-4622	
		spitzleyl4@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	5 - 1 Year		December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	46 days	January 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$105,000,000.00	\$0.00	\$105,000,000.00		
DESCRIPTION				
Effective November 30, 2023, this Contract is utilizing 46 days of the Transition period per Standard Contract Terms, Section 25, Transition Responsibilities, to allow time for the procurement process to complete. The revised contract expiration date is January 31, 2024. Please note: Contract DTMB Program Manger is updated to Ashley Adrian, adriana1@michigan.gov, per Standard Contract Terms Section 4, Program Manager. All other terms, conditions, specifications and pricing remain the same. Per Agency and Vendor agreement and DTMB Central Procurement Services approval.				



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CONTRACT CHANGE NOTICE

Change Notice Number **9 - Revised**
 to
 Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Ashley Adrian	DTMB
		517-331-4622	
		AdrianA1@michigan.gov	
	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	5 - 1 Year		December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$105,000,000.00	\$0.00	\$105,000,000.00		
DESCRIPTION				
Effective September 14, 2023, this contract is hereby amended to add the following Services and Plans: 1. Enterprise Messaging Access Gateway (EMAG), see attached service service specific Terms and Conditions, Schedule B, Pricing addition and Exhibits. 2. 4G FWA Backup Mobile Broadband Share Plan/2 GB, see attached Schedule B, Pricing addition. 3. 5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector, see attached Schedule B, Pricing addition. 4. Call Filter, see attached Schedule B, Pricing addition (no cost) 5. Call Filter Plus, see attached Schedule B, Pricing addition. 6. Name ID Features, see attached Schedule B, Pricing addition (no cost). 7. Note: DTMB Program Manager updated to Ashley Adrian, see cover page above. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement Services approval.				

CN9 071B5500078

Add Services and Features, including Enterprise Messaging (EMAG), see Application Specific -Terms and Conditions, includes Service Description. See also, Schedule B Pricing additions and Exhibits additions.

ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows public safety customers ("**Customer**") to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("**VZW**") and it sets forth the Terms of Service ("**TOS**") under which Customer agrees to use and VZW agrees to provide access to EMAG.

1. Enterprise Messaging. VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("**SMS**") messages and/or bulk multimedia messaging service ("**MMS**") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Plans allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("**NAMP**") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Plans supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Features – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan.

2. Term. The term of this TOS will commence on the Contract Change Notice Effective Date and will run coterminous with the Master Contract Term.

3. Intellectual Property. VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements.

4. License Rights and Restrictions. Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the term to access and use EMAG solely to send text and picture messages for internal business use. Customer and its authorized users will not: (a) modify, copy, or otherwise reproduce

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

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

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

7. HIPAA. EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected

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

8. Fees. Customer will pay monthly the fees set forth in Schedule B, Pricing for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic.

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

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

Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.

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

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

for up to fourteen (14) days, after which time it is deleted. For messages sent or received over the Portal, VZW retains Customer message content for sixty (60) days, after which time it is deleted.

13. Termination of Service. VZW CAN, UPON 10 DAYS WRITTEN NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.

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

15. Disclaimer and Limitation of Liability. EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY

FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO
GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED.

Exhibit A
VZW Content
Standards

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

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

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, no content and materials included shall disparage VZW or its affiliates.

Exhibit B

Zipwhip Disallowed Content and Toll Free Verification Policies and Best Practices



DISALLOWED CONTENT

One of Zipwhip's fundamental goals is to facilitate positive engagement between businesses and consumers via text messaging. To achieve this goal, it is imperative that the messaging ecosystem adopts policies and practices that keep the communication channel clean and continues to provide valuable engagement with the end consumer. The updates and revisions in this latest version of the Zipwhip Disallowed Content Policy provide more granular definition to some topics and expand the list of disallowed content to align with wireless carrier policies and agreements. The following content categories have been identified to be harmful or potentially deceitful to the end consumer and will not be supported on Zipwhip's network.

High-Risk Financial Services

- Payday Loans
- Short Term- High Interest Loans
- Auto Loans
- Mortgage Loans
- Student Loans
- Debt Collection
- Gambling/Sweepstakes
- Stock Alerts
- Cryptocurrency

Get Rich Quick Schemes

- Deceptive Work from Home Programs
- Risk Investment Opportunities
- Multi-Level Marketing

3rd Party

- Debt Collection or Consolidation
- Debt Reduction
- Credit Repair Programs
- Lead Generation

Controlled Substances

- Tobacco
- Vape
- Federally Illegal Drugs

Pornography
Profanity or Hate Speech
Phishing
Fraud or Scams
Deceptive Marketing

Message senders are expected to enforce restrictions on their own networks to prevent onboarding of messaging services containing the aforementioned content. If messages are sent into the Zipwhip Network containing disallowed content, Zipwhip reserves the right to block these messages prior to delivering them to a carrier network. Categories are subject to change and traffic in other categories that are not listed may also be blocked without notice. Zipwhip sends advisory notices when certain content is blocked, however it is the sender's responsibility to monitor traffic sent into Zipwhip's network. Traffic being sent to international carriers may be subject to additional content policies. In the event that disallowed content is identified on the network, Zipwhip reserves the right to take actions including, but not limited to, the following: the suspension of sending rights; restriction of high-throughput access; suspension of provisioning rights for new phone numbers; and/or suspension of all network services.

If you have additional questions, please don't hesitate to contact us at reportabuse@zipwhip.com



Zipwhip Toll Free Verification Policies and Best Practices

Version 1.0, August 2022

Version History			
Version	Version Date	Authors	Notes
Version 1.0	August 2022	Brad Biltz Carter Harris Joel Niemeyer Britt Buchan James Lopic	First release

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1.0 Introduction

The Zipwhip text messaging network supports more traffic throughput than traditional person-to-person text messaging channels. Our network is designed to facilitate high-quality, high-integrity A2P business communications, not spam or unconsented messaging. To protect both networks and consumers from abuse, Zipwhip designed and implemented a streamlined onboarding solution for Toll Free called Toll Free Verification. This process is meant to enforce a basic code of conduct, which provides best practices for sending messages and content generation. All Toll Free messaging senders are held to the same standards and expectations.

1.1 Scope and Objectives

In designing Toll Free Verification policies and best practices, Zipwhip strives to:

- Design minimal, common sense policies;
- Empower consumer choice;
- Support transparency and open communication with businesses; and
- Stay flexible, so that rules can adapt and evolve.

Although these best practices do not offer legal advice or guidance, the messages sent through the Zipwhip network should be consistent with relevant laws and regulations, including (but not limited to) the FCC Telephone Consumer Protection Act (TCPA).

1.2 Enforcement

Zipwhip may, at its discretion, review Verified Submissions for compliance with these policies and best practices. Non-compliance could result in the suspension of sending rights for a provisioned phone number, restriction of high-throughput access, suspension of provisioning rights for new phone numbers and/or suspension of all network services.

Repeated non-compliance with these policies may result in termination of all network services.

1.3 Revision and Adoption

This guide is updated as needed, and stakeholders are typically notified with the new policies and best practices aiming to give at least 30 days of any changes.

2.0 What is Toll Free Verification

Toll Free Verification is an onboarding solution that was designed to ensure messaging compliance and bring insight of who is sending the traffic for the North American Wireless

Carriers. At its core, it is meant to identify the sender, ensure messaging compliance with the Toll Free Best practices and help eliminate bad actors from gaining access to the A2P channel.

2.1 Why Toll Free Verification exists

Toll Free Verification was first designed for high volume senders to reduce a false positive spam block on their traffic by preemptively sharing message details about their Toll Free messaging program. Message predictability and deliverability was identified as the main value add for messaging with enterprises. Over time, this process saw mainstream adoption and through many iterations of the process you have now an onboarding solution that works for all message sender sizes.

2.2 Carrier Approved

Zipwhip has always worked closely with the carriers in the U.S. and Canada to ensure that Toll Free traffic complies with all industry and carrier specific codes of conduct and best practices. This led to the creation of the Toll Free verification process. As part of Zipwhip's commitment to uphold these standards, the decision was made to align Toll Free with the other messaging channels (Short Code and 10DLC) that already have a registration requirement, and to make verification become part of the Toll Free onboarding process. In making verification part of the Toll Free onboarding process the carriers will have visibility into who is sending messages into their network and what kind of traffic is being sent. This is paramount to enabling a clean and trusted channel in the messaging ecosystem.

2.3 Class of Service

As part of Toll Free Verification, three Classes of Service have been developed; *Verified*, *Pending Verification*, and *Restricted*. A Toll Free number will be assigned to a Class of Service which opens up sending and the type of filtering that is applied to the traffic.

2.3.1 Verified

Traffic that is in the Verified state means that it has gone through the Toll Free Verification onboarding process and was approved. Numbers in this state still have spam filters applied to their traffic, but they are limited to content based filters only. When traffic triggers a spam filter it will only block the content and will not automatically block the number. This protects consumers from unwanted traffic, but also protects the enterprise from not having their number(s) fully shut down without review.

2.3.2 Pending Verification

Upon a submission being successfully accepted into the Toll Free Verification Portal, the number(s) of the submitted will automatically be placed into "Pending Verification". These

numbers are opened up for sending and have a medium level of spam filters applied to the traffic. If a block does happen, it may be individual content or an automatic block. The sender will stay in this state until a decision has been made on their Verification submission.

2.3.3 Restricted

Any numbers that have not yet been submitted for Verification are identified as Restricted. Numbers in Restricted class have the highest amount of filtering applied to the traffic. Numbers will automatically get shut off in this state if any spam or unwanted traffic is detected.

3.0 How to Comply with Toll Free Verification

All traffic that traverses on a Toll Free number is considered A2P and as such has a base set of requirements that need to be met both from the onboarding path to the actual traffic being composed. This section will go into detail around what is needed to onboard onto Toll Free and reference out to the US & Canada Messaging Best Practices.

3.1 Verification Onboarding Data

Toll Free Verification requires specific data to be submitted at a minimum to be considered for Verification. The information is used to help identify the end business as well as ensure that they have proper measures in place to send compliant traffic. The following data is what is required for a submission; incomplete submissions can be rejected for not having the completed fields below:

- Business Name
- Corporate Website
- Business Address
- Business Compliance Contact
- Expected Message Volume
- Phone numbers to be verified
- Use Case
- Description of the Use Case / Summary
- Production Message Content
- Opt-in Description
- Opt-in details (link to, image of, scanned copy of opt-in or N/A)
- ISV/Reseller - Optional
- Additional Supporting Details - Optional

Value Name	Required	Description	Max Characters
Business_Name (Text)	Yes	The end business / the business the consumer is engaging with	500
Corporate_Website (Text)	Yes	The website of the end business	500
Business_Addr1 (Text)	Yes	The street address of the end business	500
Business_Addr2 (Text)	No	The street address of the end business	500
City (Text)	Yes	The city of the end business	500
State (Text - State Abbr.)	Yes	The state of the end business	500
Zip (Text)	Yes	The zip code of the end business	500
Business_Contact_First_Name (Text)	Yes	The contact information of the end business. Please note that this will not be used to contact the customer during the verification process.	500
Business_Contact_Last_Name (Text)	Yes	The contact information of the end business. Please note that this will not be used to contact the customer during the verification process.	500
Business_Contact_Email (Text - email address)	Yes	The email address of the end business. Please note that this will not be used to contact the customer during the verification process.	500
Business_Contact_Phone_Number (Text - single phone number)	Yes	The phone number of the end business. Please note that this will not be used to contact the customer during the verification process.	500
Message_Volume (Select One: 10; 100; 1000; 10000; 100000; 250000; 500000; 750000; 1000000; 5000000; 10000000+)	Yes	Estimated Monthly Volume for the submission. Choose the closet value, and if the customer is ramping please use the value of where the customer will be in 6 months. Must use one of the listed values or submission will fail.	N/A
Phone_Numbers (Text - numbers separated by ;)	Yes	The Toll Free numbers that are part of the submission: <ul style="list-style-type: none"> Submissions of up to 5 numbers will be approved without needing to provide an explanation as to needing multiple numbers 	N/A

		<ul style="list-style-type: none"> Submissions over 5 numbers will need to provide explanation Please provide explanation in the additional supporting documentation field.	
Use_Case_Category (Text)	Yes	Choose the use case that you believe best fits your traffic pattern. If you wish to add in multiple use-cases please separate with a comma.	500
Use_Case_Summary (Text)	Yes	Description of the use-case/submission(more detail the better).	500
Message_Content (Text)	Yes	Provide production use-case examples.	1,000
Opt_In_Workflow_Description (Text - online, text to join, point of sale, etc.)	Yes	In as much detail, provide how a consumer/subscriber opts into this submission.	500
Opt_In_Image_URLs (Text - URLs separated by semicolon)	Yes	Provide images of the opt-in process and what a subscriber is agreeing to.	1000
Additional_Supporting_Documentation (Text)	No	Any additional details that you want to add or that you believe will help with the verification such as privacy policies, AUPs, additional onboarding controls you have, links, etc.	500
Internal_Ticket_Number (Text, URL)	No	Your system's ticket number (allows for easier tracking).	500
ISV/Reseller (Text)	No	Highly recommended. Put in your customers name / ISV name as this will drive efficiencies for bulk submissions for the Verification Ops team. Filling this out will also allow you to identify your customer requests.	500

3.1.1 Business Information

Business Name, Corporate Website, Business Address 1 & 2, City, State, Zip Code, Business Contact First Name, Business Contact Last Name, Business Contact Email, Business Contact Phone Number

Toll Free Verification requires end-user business information, i.e., the information of the business in which the customer is engaging. For ISVs or aggregators who provide messaging services to businesses, it's expected that the information provided represents the entity that is engaging with the opted-in handset.

Zipwhip uses this information in accordance with all applicable obligations, and only to verify the end-user is a legitimate business. Zipwhip will not contact the end-business user with the information provided.

Submissions that are missing end-user information or are populated with ISV/aggregator information may be rejected. Exceptions may apply when the use case clearly showcases that the ISV manages opt-in mechanisms and is the sole message content creator.

The address fields, while conforming to US postal addresses, support international addresses. Submissions will not be rejected for potential formatting issues.

Example:

Business Name	Smokepie's BBQ
Corporate Website	https://smokepiesbbq.com
Business Address Ln1	123 4th St
Business Address Ln 2	Unit D
City	Seattle
State	WA
Zip	98119
Country	US
Business Contact First Name	Henry
Business Contact Last Name	Saul
Business Contact Email	hsaul@smokepiesbbq.com
Business Contact Phone Number	555-555-5555

3.1.2 Opt-In Information

Opt-in Workflow Description, Opt_In Image URLs,

Consent is one of the cornerstones of A2P messaging. Opt-In workflow description should briefly describe how the handset gives consent to the business to receive messaging. Opt-in image URL field can contain a hosted image file with a screenshot of the opt-in clearly displayed on the end-user's website, an image of where opt-in is collected or an image of relevant opt-in practice.

For informational campaigns that use a text-to-join, QR code, or other mechanism that is excessively prohibitive to illustrate via a hosted image file, describing the opt-in workflow in detail is acceptable.

Example:

Web Opt-in:

Opt_In_Workflow_Description (Text - online, text to join, point of sale, etc.)	Opt-in is collected on website
Opt_In_Image_URLs (Text - URLs separated by semicolon)	https://linktoimage.com/opt_in_image.jpg

Text-to-join:

Opt_In_Workflow_Description (Text - online, text to join, point of sale, etc.)	[Text-to-join, verbal, QR code]
Additional_Supporting_Documentation (Text)	[Example of where customer finds QR code, gives verbal consent, etc.]

3.1.3 Message Samples

Sample production message content is expected to match the use case and industry provided in the submission. Providing accurate message samples allows the Verification team to test the sample messages through spam filtering, and proactively correct any deliverability issues. Message content for campaigns should follow all industry best practices, and should be reflective of the industry and use case documented in the submission.

Example:

Message_Content (Text)	SmokePieSBBQ: Registration for our all you can eat brisket competition is now open. Follow this link to register - https://sm.oke.bbq.com/brisketbelly reply STOP to opt out
------------------------	--

3.1.4 Use-Case

Use_Case_Category, Use_Case_Summary

Use case fields should be filled with the use case the end-user's campaign is utilizing. This is a free-form field, as we understand it's difficult to account for all use cases a sender might have. For multiple use cases on one campaign, you can indicate "mixed", denoting that this is a mix of marketing, informational and conversational use cases.

Ex:

Use_Case_Category (Text)	2FA
-----------------------------	-----

Use_Case_Summary (Text)	Customer signs up for service and agrees to receive 2FA codes to their handset via web optin
----------------------------	--

3.1.5 Expected Message Volume

Expected Message Volume field should be populated with the expected monthly volume of the campaign 6 months from the start date and with the value closest to the following.

Verification requests submitted via API and Portal will fail if a value other than one listed below is populated in the field. Only one value is accepted.

10; 100; 1000; 10000; 100000; 250000; 500000; 750000; 1000000; 5000000; 10000000

Example:

Message_Volume (Select One: 10; 100; 1000; 10000; 100000; 250000; 500000; 750000; 1000000; 5000000; 10000000+)	500000
--	--------

3.1.6 Phone Numbers

Verification supports up to 5 toll-free numbers for a single entity in a verification submission with no additional information required for traffic intended for US subscribers. For businesses

requesting 6 or more numbers approved for verification, please include a detailed explanation in the “Additional Information” field as to the reason for additional numbers.

Campaigns sending to Canadian handsets qualify for 1 toll-free number per business, as outlined in the Canadian Code of Conduct guide.

Phone_Numbers (Text - numbers separated by ;)	18888888888
---	-------------

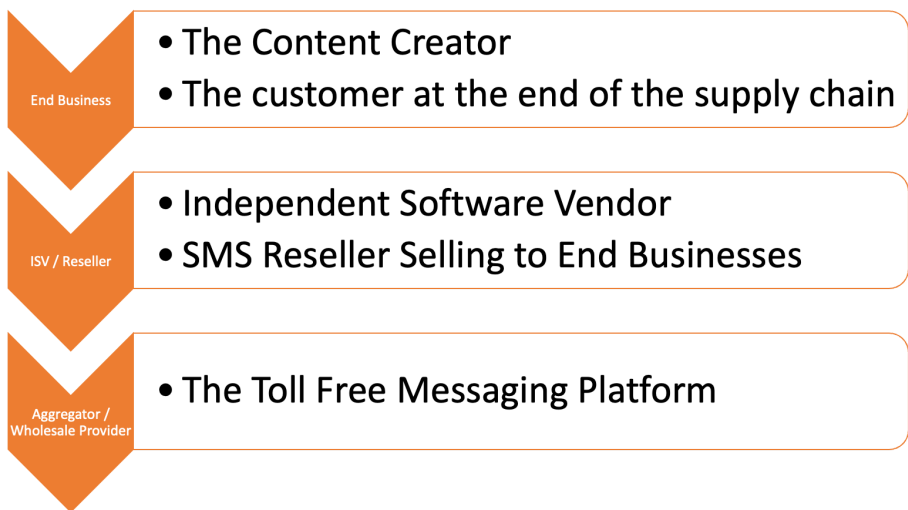
3.1.7 ISV/Reseller

ISV/Reseller is the platform that the end business is leveraging or the platform that has productized the messaging service for the content creator. These platforms have unique needs when it comes to verification, including verified number management.

It is strongly recommended that you fill this column with the ISV/Reseller name- doing so allows you to filter and sort based on this field and have a clean inventory of your ISVs verified number submissions. While this field is optional, this is a quick and reliable way to easily provide data to your high value customers.

3.2 End Business vs ISV Registration

The expectation of Toll Free Verification is to identify the true message sender leveraging the Toll Free Number. In its simplest form the Business Name is the company that is creating and sending out the message. In some cases, a platform that the end business is leveraging is actually the content sender and in this case, the platform. The following sections will detail out this difference and when to supply the proper information.



3.2.1 End Business

The end-business is the TFN the number is assigned to, the business the handset is interacting with, the content creator, and the entity generally collecting and managing opt-in. This is a single entity, sometimes with multiple locations or agents. The end-business's messaging function is almost always tertiary to the business itself and utilizes messaging to further the businesses main objectives or goals.

3.2.2 ISV

A platform is generally a software or application that provides messaging services to a group or subset of businesses. A platform can also provide other services, such as functioning as a business's CRM, billing/invoicing platform and uses messaging to further their customer's business objectives. A platform can be considered the end business when the platform is wholly and unquestionably the content creator, typically evidenced through immutable templates provided to their customers. To be considered an end-business, the platform must also collect and manage opt-in in its entirety.

3.3 US Best Practices

When sending traffic to carriers in the United States, message senders are expected to follow the Toll Free Messaging Policies and Best Practices. During the verification process you will be upheld to these policies and once verified, if policies are violated, then the submissions will be audited. Please reference section [7.0 Auditing](#) in this document for more details about this process.

https://cdn.zipwhip.com/zipwhip_messaging_policies_best_practices.pdf

3.4 Canada Best Practices

When sending traffic to carriers in Canada, message senders are expected to follow the Canadian Toll Free Politics Code of Conduct. Canada has different sending policies than the United States and we recommend that you become familiar with them as the traffic will be upheld to these standards. If these policies are violated then submissions will be audited. Please reference section [7.0 Auditing](#) in this document for more details about this process.

<https://cdn.zipwhip.com/canadian-toll-free-policies-code-of-conduct.pdf>

4.0 How to Submit a Toll Free Verification Submission

All submissions are processed through the Zipwhip Toll Free Verification Portal at <https://verifications.zipwhip.com/login>

There are several ways to submit a Toll Free Number for Verification:

1. Submission of a form that is filled out on the Zipwhip Toll Free Verifications Portal
2. Bulk Upload of a CSV file
3. The Zipwhip Toll Free Verifications Portal API

Request access to the Zipwhip Toll Free Verification Portal by contacting your Account Manager.

4.1 Verification Form - Manual

The simplest way to submit a single or small set of Toll Free Numbers for verification is through the Verification Form accessed from the main page of the Zipwhip Toll Free Verifications Portal. Using the Verification Form, you can provide all of the information required in order to get a Toll Free Number verified. More information on [what is required for verification](#) can be found above.

4.2 CSV Bulk Upload

The Bulk Verification Upload feature can be accessed from the Zipwhip Toll Free Verifications Portal. You can upload up to 1000 Toll Free Numbers for verification in a CSV file containing the information required in order to get a Toll Free Number verified. More information on [what is required for verification](#) can be found above. This approach is useful if you have many Toll Free Numbers to submit for verification.

4.2.1 Best practices on CSV Submissions

In order to successfully submit Toll Free Numbers to the Zipwhip Toll Free Verifications Portal using the Bulk Verification Upload feature, please keep the following in mind:

- You must download and use the CSV file template provided in the Zipwhip Toll Free Verifications Portal. Do not modify the column headers and save the file only as a .CSV file.
- The CSV file may contain up to 1,000 total phone numbers entered within the 'Phone_Number' column.
- There is a 1,000 character limit for the Message_Content column and a 500 character limit for each other column except for the 'Phone_Number' column, which does not have a character limit constraint.
- If you would like to include a comma within a field value, surround the value with double quotes.
- Each row should be unique to an individual business. Multiple numbers associated with a business should be included on the 'Phone_Numbers' column.

- Each column is required to have data within it (Excludes: BusinessAddr2, State, Zip, AdditionalDocumentation, ISV/Reseller and InternalTicket).

[CSV Upload Template](#)

4.2.2 Customer Experience

When a Verification Request is submitted, processing of the information is queued to a background processor where records are generated in the Zipwhip Verifications Portal and service tickets are created at Zipwhip (GWF-***). When processing has completed for a Verification Request Submission, GWF Tickets, VerificationRequestID, and SubmissionID are generated. There is a GWF Ticket generated for each phone number submitted as well as a “Main Ticket”, for the entire submission.

4.2.3 Main Ticket

For CSV Bulk submissions, a CSV of submitted phone numbers and business information is attached to the Main Ticket. When all phone numbers have been evaluated for verification, a new CSV file is attached to the Main Ticket, listing each phone number, along with the verification status (either “Verified” or “Not Verified”, along with a “Error Code - Denial Reason” for numbers that have not been verified.

Ticket Notes

- You will get an email for each ticket that is generated on the Zipwhip side. For example, for a CSV file of 1000 numbers you will receive
 - a. An email for the Main Ticket
 - b. 1,000 emails for each Toll Free Number ticket
- You will receive an email as each Toll Free Number ticket is *closed*, either as “Resolved - Verified” or “Resolved - Not Verified”
- You will receive an email when the Main Ticket is Resolved. A new CSV file is attached to the Main ticket listing each phone number, along with the verification status (either “Verified” or “Not Verified”, along with a “Error Code -Denial Reason” for numbers that have been denied verification.
- You will receive an email any time a comment is added to an *open* Toll Free Number ticket

4.2.4 Importance of ISV Name

As identified in [3.1.7 ISV/Reseller](#) field is an optional value but provides huge value for both the submitter and the Verification Ops organization. When submitting bulk submissions, if the ISV/Reseller name is present, it will group these submissions for the Operations team to treat all the submissions in a single workflow which streamlines the review process and helps the ISV quickly if an issue arises with submissions.

4.3 API

The Zipwhip Toll Free Verifications Portal API is a REST API that allows developers to develop applications supporting submission of Toll Free Verification requests and acquisition of Toll Free Verification information. More information about the Toll Free Verifications Portal API can be found at the following link:

<https://cdn.zipwhip.com/Zipwhip-Verification-Portal-API.pdf>

The Zipwhip Toll Free Verifications Portal API is most useful for Toll Free Zipwhip Messaging Gateway customers who wish to develop automated Toll Free Verification solutions. Most of the future development that you will see enhancements to will be surrounding the API as the API is the long term solution to intake Verification Submissions.

4.4 Submission ID

When a request for verification of a Toll Free Number is submitted, a SubmissionID is generated as well, and associated with the request or group of requests. Think of a submission as any group of numbers that are submitted together for Verification. For example:

- a CSV Bulk Upload of 1000 numbers will have one SubmissionID
- a Manual Verification Form entry will have one SubmissionID
- API submission of a single phone number, or multiple phone numbers will have one SubmissionID

The SubmissionID is especially useful for grouping and referencing a set of Toll Free Numbers that have been submitted together.

The SubmissionID is viewable in the Verification Portal.

4.5 Verification Request ID

When a request for verification of a Toll Free Number is submitted, a VerificationRequestID- a 15 character ID associated with the submitted Toll Free Number- is generated. This is especially useful in API submitted cases where automation is being developed, but could also be useful as for manual submissions and CSV Bulk Uploads as the VerificationRequestID is searchable in the Zipwhip Verifications Portal

The VerificationRequestID is viewable and searchable in the Verification Portal and is included in API Responses

5.0 Submissions Status

All Toll Free Verification submissions will be returned with a status of the submission. When a verification status is approved no errors will be generated but when a submission is denied you will receive feedback on the submission:

- For Verification Form/PDF submissions, a reason for denial will be provided
- For CSV Bulk Submissions, a reason for denial will be included in a CSV attached to the Main Ticket
- For API Submissions, a reason for denial will be included in a webhook send to a configured endpoint

5.1 Checking Status of a Submission

The Zipwhip Toll Free Verifications Portal provides views into both Verified Toll Free Number inventory, and those Toll Free Numbers that are in the process of being verified

5.1.1 Verification Submission Page

The Zipwhip Toll Free Verifications Portal Verifications Submissions page allows you to track current “Open” submissions of requests for Verification of Toll Free Numbers. On this page, you can see the Toll Free Number that Verification has been requested for, as well as some associated information such as Business Name, ISV, Zipwhip Ticket Number, and other information. This page shows submissions made from all methods: Verification Form, CSV Bulk, and API.

5.1.2 Active Verified Numbers Page

The Zipwhip Toll Free Verifications Portal Active Verified Number page allows you to view your inventory of Verified Toll Free Numbers. On this page you will find Verified Toll Free Numbers that were verified through the various submission methods, but also “pre- Zipwhip Toll Free Verifications Portal” submissions that were made using the Zipwhip Jira Portal. Displayed here are Toll Free Number, Business Name, the date of Verification, and where applicable, the Zipwhip internal ticket number, for reference.

5.2 Verification Submissions Statuses

5.2.1 Pending Verification or Verification Requested

Upon submission to the portal regardless of the submission method, you will be returned the value of Verification Requested or Pending Verification. This indicates that the submissions are submitted successfully and those numbers are moved to the Pending Verification Class of Service.

5.2.2 Resolved - Verified

When a submission has been reviewed and the information supplied has been validated the submissions will be set to “Resolved - Verified” indicating that the submission and the associated numbers have been verified.

5.3.3 Resolved - Not Verified

When a submission has been reviewed and the information supplied was unable to be validated or was identified to violate a policy the submissions will be set to “Resolved - Not Verified” indicating that the submission and the associated number were not verified and are in Restricted Status.

5.3 API / CSV Rejection Error Codes

An error code will be sent back through the Bulk CSV and API submission flows. Please review the Error code documentation for the most up to date error codes and reason why a submission can be rejected:

[Error Code Reasons](#)

5.4 Main Categories for Failures

5.4.1 Consent

Toll Free is designated a non-consumer A2P channel by the U.S. and Canadian carriers. Accordingly, all messages running over Zipwhip’s network must comply with the A2P Best Practices set forth in Section 5 of the CTIA Messaging Principles and Best Practices as well as with section 3.1 of the Zipwhip Messaging Policies and Best Practices and section 4.1 of the Zipwhip Canadian Toll Free Policies Code of Conduct. Failure to comply with these consent policies will result in Toll Free Verification submission failure. Please refer to is documentation as well as the A2P Consent Policy for further clarification. The following sections are not an exhaustive list of rejection reasons.

<https://cdn.zipwhip.com/Zipwhip-A2P-Consent-Policy.pdf>

5.4.2 Disallowed Content

Content on Zipwhip’s Disallowed Content Policy is not eligible for verification. Please see below for the most updated list of Disallowed Content. Submissions rejected for Disallowed Content are not eligible for resubmission, and will not be successful on the Toll-Free A2P channel.

<https://cdn.zipwhip.com/Zipwhip-Disallowed-Content-Policy.pdf>

5.4.3 Unable to Verify Business

Submissions with incomplete, missing, or unverifiable/unmatchable data will be rejected. The spirit of Verification's Know Your Customer (KYC) process is that the data points are collected and are accurate. If the Verification Operations team is unable to match the data provided with a legitimate business, it will be rejected and eligible for resubmission with complete data.

5.5 How to Resubmit a Rejected Submission

5.5.1 Resubmission - Current Process

When a submission is rejected, the current process for resubmission is to complete a new submission with the updated information. As a best practice, please include the prior Submission ID or GWF-ID in the Additional Supporting Documentation field.

5.5.2 PUT via API - Coming Soon

As automation continues to be built out, a Put will be supported on the API that will allow for information to be edited on a submission. The initial scope of this enhancement on the API will need the Submission ID set to a status of Verification Requested or Resolved - Not Verified. Puts on verified submissions are being scoped and decisions to what fields will trigger resubmissions are still being evaluated.

5.5.3 Update via Verification Portal - Coming Soon

As we strive for parity between the API and Portal UI, functionality will be built out to display submissions that are eligible for resubmission, and update the fields requested by the Verification Operations team.

5.6 SMPP / MM4 Error Code

When sending messaging on a Restricted number and it is identified a DLR will be sent back as the following:

Code (Decimal)	Code (Hex)	Description
1160	448	Toll Free Number Not Verified

Please reference the SMPP / MM4 Error Code documentation for all of the messaging specific error codes: <https://cdn.zipwhip.com/Error-Codes.pdf>

5.6.1 1152 vs 1160

1152 is the error code used historically for when traffic gets flagged and blocked for spam. Traffic that is in Pending Verification and Verified will continue to receive 1152 when traffic is blocked for spam.

Restricted number(s) sending traffic that exceed the daily messaging limit or get blocked for spam will receive 1160 - Toll Free Number Not Verified.. This will help identify to the end business that they need to get their traffic reviewed and verified.

5.7 Escalations / General Questions

The best path to escalate or receive general questions about the Toll Free Verification process is to engage with your Account Manager. If you have a submission that needs to be escalated then please share the GWF- ID and provide an explanation for the escalation. Please note that without a reason for the escalation the ticket will not be prioritized.

Escalation criteria are as follows:

1. The anticipated volume for that number should exceed the volumetric limits on the existing status
2. A ticket has been opened
3. The verification form has been filled out completely
4. The verification submission has passed an initial screening done by the toll free messaging provider. See checklist:

Please follow this checklist before submitting:

- 500k+ sms/month or is experiencing active blocking
- Not [SHAFT](#) Related
- Doesn't fall under [Disallowed Content Policy](#)
- Must have all required info filled out properly
- Provide clear [opt-in](#)

The turnaround time for an escalated ticket is typically 1-2 days, but does vary depending on the queue and available resources. Your Account Manager can provide an estimated delivery time upon request.

6.0 Filtering Expectations

As a leading principle of the Toll Free messaging channel all A2P messages are filtered for unwanted, fraudulent and spam. For the enterprise as they move through the Classes of Service and get verified they will see a higher predictability and delivery for their traffic.

6.1 Verified Traffic

Becoming verified is the gold standard for Toll Free messaging for a business. When traffic is in the verified class of service, the traffic will be exposed to a limited set of filters. If traffic does trigger any filters that specific content will be blocked but the number will not be automatically blocked. Reputation will continue to still grow on the number(s) and will trigger an internal audit of the traffic.

6.2 Pending Verification

Numbers that are in Pending Verification will only be in this filtering level for a short period of time. While the verification submissions are under review the traffic is exposed to a moderate level of filters such as known spam, content / URL matching, reputation of the numbers and daily volumetric limits as examples. Long term partner reputation will be monitored for traffic that is being sent in Pending Verification.

6.3 Restricted Traffic

Restricted Traffic is exposed to the highest level of filtering on the Toll Free channel. Traffic that is sent in this state will have all of the filters available to the team and if any traffic triggers a filter it will grow a reputation very quickly and will be shut down for service. This includes filters such as known spam, content / URL matching, reputation of the numbers and daily volumetric limits, snowshoe detection and

7.0 Auditing

7.1 Internal / Carrier Audit

The wireless Carriers and Zipwhip reserves the right to conduct an audit on any Toll Free Verification Submission to rereview the information submitted and ensure that the traffic on the submissions matches accordingly. Upon finding a discrepancy, an audit will be opened with the provider. Depending on the severity of the discrepancy, the number(s) on the submission can be suspended or the Class of Service can be downgraded until the audit is completed.

7.2 Consent Audits

After a submission has been approved and traffic has been running, if there are signs that consent may not be valid or has shifted a Consent Audit will be initiated. This audit is to validate that consent is still valid and that the path submitted in the onboarding is still correct. This audit will include randomly selected numbers where consent records will need to be supplied to pass

the consent audit. Expectations are that the consent records will match with the onboarding information supplied during the Toll Free Verification Submissions. Depending on the severity of the consumer feedback signaling questionable consent, the number(s) on the submission can be suspended or the Class of Service can be downgraded until the audit is completed.

8.0 Porting Expectations

8.1 Verification Status on a Ported Number

Porting takes place outside of the Verification process and the act of porting does not impact the Verification status on the number. The Class of Service on the number will port with the Toll Free number but the verification submission data will not. This allows for the end business to not be impacted when switching messaging providers.

8.2 Porting Expectations

Porting still can take up to 3 business days regardless of the Verification status. As a best practice, please be prepared to submit a verification request for these numbers to have proper visibility in the portal and in your systems. As a reminder, during the Toll Free Porting Process, the end business (the same one that needs to get verified) needs to give authorization through an LOA. This data should match as to what has already been verified.

9.0 Post October 1st, 2022

9.1 Restricted Filtering

Traffic that is not verified after Oct 1st, 2022 will be exposed to additional daily volumetric filtering. Reference the chart below for the new values. Over the following 6 months, volumetric limits will continue to be decreased.

9.1.1 Volumetric

Volumetric Limits per Toll Free Number			
Date Effective	Daily	Weekly	Monthly
October 1st, 2022	2,000	12,000	25,000

The traffic volumes are tracked on an individual Toll Free Number basis. Once the threshold has been crossed an 1160 error code will be sent back in the form of a DLR. For example, if a Toll Free Number sends 3,000 messages in a day, the first 2,000 messages will be sent and the remaining 1,000 messages will be blocked. Once, the monthly limit has been reached all remaining messages will be blocked for the remaining or

****Please note that traffic must be in Pending Verification or Verified Class of Service when sending to Canada by October 1st, 2022. Any restricted traffic sending to Canada will be blocked and returned with status code 1160.**

9.1.2 Snowshoe Detection

To mitigate against abuse of leveraging additional Toll Free numbers to achieve the number of messages an enterprise is attempting to send, Zipwhip is deploying automatic snowshoe detection blocking on traffic running in restricted state.

9.2 Low Volume Sender Registration

As part of tackling the long tail of senders leveraging Toll Free a new Class of Service will be created, Low Volume Sender (LVS). This new class will allow for self registration without manual review. This new registration path will automatically be accepted into the Toll Free Verification Platform. LVS will be limited to a single number per submission and will be allowed to send up to 2,000 messages daily. This new registration path will be supported through the API, Bulk CSV submission only. Information will be limited to the end business information is all that would be required for registration for this new Low Volume Sender (LVS).

- Business Name
- Corporate Website
- Business Address
- Business Compliance Contact
- Toll Free Number
- ISV / Reseller (Optional)

Additional documentation and timelines will be announced. Please start preparing for these changes.

10.0 Additional Resources

This section includes links to industry and additional Zipwhip resources that may be helpful as a message sender starts to craft messaging content.

10.1 Industry Documents

CTIA - Messaging Principles and Best Practices

<https://api.ctia.org/wp-content/uploads/2019/07/190719-CTIA-Messaging-Principles-and-Best-Practices-FINAL.pdf>

CTIA - Political Text Messaging: Engaging and Organizing Voters While Protecting Consumers

<https://api.ctia.org/wp-content/uploads/2020/08/CTIA-Political-Campaign-Messaging-Explainer.pdf>

MMA Best Practices

<http://www.mmaglobal.com/taxonomy/term/2820>

M3AAWG Best Practices

<https://www.m3aawg.org/sites/default/files/M3AAWG-Mobile-Messaging-Best-Practices-Service-Providers-2015-08.pdf>

M3aawg Mobile Messaging Best Practices for Political Programs in the United States

<https://www.m3aawg.org/sites/default/files/m3aawg-mobile-messaging-bcp-political-programs-us-2020-04.pdf>

Telephone Consumer Protection Act (TCPA) Omnibus Declaratory Ruling (FCC 15-72)

https://apps.fcc.gov/edocs_public/attachmatch/FCC-15-72A1.pdf

FTC Truth in Advertising

<https://www.ftc.gov/news-events/media-resources/truth-advertising>

Canada Anti-Spam Legislation

<https://crtc.gc.ca/eng/internet/anti.htm>

Canada Anti-Spam Legislation Resources

<http://www.chamber.ca/resources/casl/>

Canada Short Code Guidelines

https://www.txt.ca/wp-content/uploads/2020/11/Common-Short-Code_Code-of-Conduct-November-2020.pdf

10.2 Zipwhip Documents

Zipwhip Messaging Policies and Best Practices

https://cdn.zipwhip.com/zipwhip_messaging_policies_best_practices.pdf

Canadian Toll-Free Messaging Policies & Code of Conduct

<https://cdn.zipwhip.com/canadian-toll-free-policies-code-of-conduct.pdf>

A2P Consent Policy

<https://cdn.zipwhip.com/Zipwhip-A2P-Consent-Policy.pdf>

Age Gating and Age Restricted Content

<https://cdn.zipwhip.com/Zipwhip-Age-Gating-Policy.pdf>

Disallowed Content

<https://cdn.zipwhip.com/Zipwhip-Disallowed-Content-Policy.pdf>

SMPP / MM4 Error Codes

<https://cdn.zipwhip.com/Error-Codes.pdf>

SMS / MMS Carrier Fees

<https://cdn.zipwhip.com/Industry-and-Carrier-Fee-Reference-Guide.pdf>

Verifications Portal API Documentation

<https://cdn.zipwhip.com/Zipwhip-Verification-Portal-API.pdf>

Verifications Portal API Swagger Docs

<https://cdn.zipwhip.com/Zipwhip-Verification-Portal-API.yaml>

Verifications Portal Denial Reasons

<https://cdn.zipwhip.com/Toll-Free-Verification-Denial-Reasons.pdf>

Verifications Portal Bulk CSV Upload Template

<https://cdn.zipwhip.com/CSVUpload.csv>

071B5500078 Schedule B, Pricing Updated – Price Plan and Feature additions:

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

Enhanced Messaging Plans SMS Only for EMAG Enhanced Plans The monthly access fee discounts are reflected in the pricing below. <u>NO</u> Further discounts apply.		
# Messages Included	Monthly Access	Per Message Rate After Allowance
1,000,000* (22119)	\$0.00	\$0.013
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

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

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

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

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

4G FWA Backup Mobile Broadband Share Plan

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
Domestic Data Allowance	2 GB
Domestic Data Allowance Overage	\$10.00 per GB
Rate Plan #	52913

Note: This plan is intended for business use only. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB.

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

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector*

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$45.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)¹	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Service Rate Plan #	53974

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. These price plans are restricted to the Verizon Wireless 5G Ultra Wideband ® network and 4G network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. Verizon's 4G LTE network is a separate network from Verizon's 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible. ¹Speeds represent the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to Verizon's 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

Call Filter

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee¹	\$0.00
Notes: Additional feature information can be found at www.verizonwireless.com . ¹ This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.	

Call Filter Plus

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$0.75 (87867)
Notes: Additional feature information can be found at www.verizonwireless.com . ¹ This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.	

Name ID Features

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

Feature	Monthly Access
Share Name ID	\$0.00
Company Name ID	\$1.99 per line
Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.	
Company Name ID <ul style="list-style-type: none"> Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. The <u>Logo display service</u> is compatible only with Android Devices. Users must be subscribed to the My Business portal to use this feature. 	
Share Name ID <ul style="list-style-type: none"> A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. Users must be subscribed to the My Business portal to use this feature. 	



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP	STATE	Program Manager	Various	DTMB
	26935 Northwestern Highway				
	Southfield, MI 48033		Contract Administrator	Lisa Spitzley	DTMB
	Heather Ruckman			(517) 249-0440	
	989-996-0795			spitzleyl4@michigan.gov	
	heather.ruckman@verizonwireless.com				
	CV0007142				

CONTRACT SUMMARY				
CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	5 - 1 Year		December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$45,000,000.00	\$105,000,000.00		
DESCRIPTION				
Effective March 1, 2022 this contract is increased by \$45,000.000.00 and the Federal Provisions Addendum is added to the contract. Please note the Contract Administrator has been changed to Lisa Spitzley. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 1, 2022.				

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

FEDERAL PROVISIONS ADDENDUM

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-

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Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000 and involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

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week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

FEDERAL PROVISIONS ADDENDUM

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

FEDERAL PROVISIONS ADDENDUM

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

FEDERAL PROVISIONS ADDENDUM

making audits, examinations, excerpts, and transcriptions.

- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, Cellco Partnership/Verizon Business Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number 071B5500078

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
CV0007142	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	0 - 1 Year		December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$60,000,000.00	\$0.00		\$60,000,000.00	
DESCRIPTION				
Effective April 8, 2021, this contract is hereby amended by adding the following plans: 1. .Lookout Mobile Endpoint Security, 2. The New Verizon Plan for Business Plan - Talk, Text and Data Plans, 3. Flexible Business Plans for Basic & Smartphones, 4. Flexible Business Plans for Data Devices, 5. Flexible Business Plans for Data Devices – Connected Device / Internet with Voice, 6. Custom 4G Business TravelPass Feature: flexible Business Plans Only, 7. Unlimited Plan for Smartphones – Government, 8. 4G TravelPass Feature: Unlimited Plan for Smartphones – Government, 9. Custom 4G Verizon Unlimited Smartphone Plan for Public Sector, 10. 4G Business TravelPass Feature, Custom 4G Verizon Unlimited Smartphone Plan for Public Sector attached hereto.				
This Change Notice shall not be amended or modified unless agreed to in writing by both parties. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement Services approval.				

1. Lookout Mobile Endpoint Security

Lookout Mobile Endpoint Security			
These products do not qualify for further discounts.			
Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.			
SKU	Description	Term	Price
MES-GOV-C-P-U1Y-PU	GOV Comprehensive - User w Phishing	Annual	\$100.80
MES-GOV-C-P-U1Y-PD	GOV Comprehensive/Dev w Phishing	Annual	\$72.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	\$10.80
GOV-SPT-MES-PRMPLS-U1Y-PU	GOV Prem Plus Support/User	Annual	\$15.12
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	\$6.00
GOV-SPT-MES-PRM-U1Y-PU	GOV Premium Support/User	Annual	\$9.00
<p>Note: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.</p> <p>Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.</p> <p>Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.</p>			

2. The New Verizon Plan for Business Plan - Talk, Text and Data Plans

The New Verizon Plan for Business Plan - Talk, Text and Data Plans: Government Subscribers (Up to 25 Phone/Internet Devices/50 Connected Devices)							
Select Device Type							
Smartphones Purchased at Discounted Price (Matrix) (SFO 84040)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84041**)	Basic Phones (SFO 84042)	4G LTE Routers - with voice only(SFO 84044) or 4G LTE Routers (with voice and data bundle) (SFO 84045)	4G LTE Routers (data only) (SFO 84018)	Jetpacks (SFO 84022)/ Netbooks/ Notebooks (SFO 84024) USBs (SFO 84023) Tablets (including Google Chromebook) (SFO 84021)	Wireless Home Phone ¹ (SFO 84043)	Select Connected Devices ² (SFO 84026, 84027, 84028)
Monthly Line Access Fee							
\$35.00 per device	\$15.00 per device	\$15.00 per device	\$15.00 per device	\$10.00 per device	\$10.00 per device	\$15.00 per device	\$5.00 per device
Select Data Amount (Talk and Text are Unlimited)							
The calling plans below reflect the monthly access fee discount. No additional discounts apply.							
Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	Safety Mode ³ (672)	Carryover Data (671)	Data Boost ⁴ (681)	
\$175.00 \$134.75 (96345)	Up to 25 Phone/ Internet devices	25 GB ³	\$15.00 per 1 GB	Included	Included	\$15.00 for 1 GB (optional)	
\$245.00 \$188.65 (96366)		35 GB ³					
\$350.00 \$269.50 (96368)		50 GB ³					
\$500.00 \$385.00(96369)	85 GB ³						
\$750.00 \$577.50 (96370)	150 GB ³						
\$1000.00 \$770.00 (96371)	200 GB ³						
General Allowance Minutes		Unlimited					
Domestic Long Distance		Included					
BlackBerry Enterprise Server		\$15.00 per line (77515)					
Cloud Storage		5 GB per line					
Unlimited Domestic Text and Multimedia Messages and International Text Messages		Included					
Domestic Mobile Hotspot		Included					
Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. ¹ Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ² Only approved connected devices are eligible. All Talk, Text and Data allowances on the new Verizon Plan for Business Plan include Mexico and Canada, and unlimited calling from the US to Mexico and Canada at no additional charge. TravelPass (including Canada and Mexico) may be added to the new Verizon Plan for Business plans for access to additional countries. ³ Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. ⁴ Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with Data only devices must use the data only plans. Current coverage details can be found at www.verizonwireless.com . Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. The new Verizon Plan is not compatible with Private Network Traffic Management. Sharing: Customers subscribing to Verizon Plan for Business will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on these Verizon Plan for Business – Talk Text and Data with 11 or more lines on the same account. **The \$35.00 monthly line access for Smartphones will automatically change to \$15.00 monthly line access once the line term is fulfilled. Proration may occur. Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.							

3. Flexible Business Plans for Basic & Smartphones

Flexible Business Plans For Basic & Smartphones						
The calling plans below reflect the monthly access fee discount. No additional discounts apply.						
	Basic Phones*	Smartphones ¹				
Monthly Access Fee	\$35.00 (92731)	\$65.00 (92732)	\$75.00 (92736)	\$85.00 (92737)	\$95.00 (92738)	\$105.00 (92740)
Monthly Access Fee less discount	\$27.65	\$51.35	\$59.25	\$67.15	\$75.05	\$82.95
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	\$10.00 per GB					
Mobile Hotspot ²	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance ³	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line \$5.00 per line					
Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com . No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only. * Basic phones may only be added to an account with at least 1 Smartphone (bill account level). 1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional \$15.00 per line. 2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices. 3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.						

4. Flexible Business Plans For Data Devices

Flexible Business Plans For Data Devices							
The calling plans below reflect the monthly access fee discount. No additional discounts apply.							
	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	\$5.00 (92739)	\$10.00 (92741)	\$35.00 (92742)	\$45.00 (92744)	\$55.00 (92745)	\$65.00 (92746)	\$75.00 (92747)
Monthly Access Fee less discount	\$5.00	\$10.00	\$27.65	\$35.55	\$43.45	\$51.35	\$59.25
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	\$10.00 per GB						
Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com . 4G service requires 4G Equipment and 4G coverage. Government subscribers only.							
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.							

5. Flexible Business Plans For Data Devices – Connected Device/Internet with Voice

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice						
The calling plans below reflect the monthly access fee discount. No additional discounts apply.						
	Connected Device*	Broadband Router				
Monthly Access Fee	\$5.00 (94532)	\$65.00 (94495)	\$75.00 (94496)	\$85.00 (94497)	\$95.00 (94500)	\$105.00 (94504)
Monthly Access Fee less discount	\$5.00	\$51.35	\$59.25	\$67.15	\$75.05	\$82.95
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	\$10.00 per GB					
Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com . 4G service requires 4G Equipment and 4G coverage. Government subscribers only. Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.						

6. Custom 4G Business TravelPass Feature, Flexible Business Plans Only

Custom 4G Business TravelPass Feature¹: Flexible Business Plans Only	
This feature is not eligible for discounts.	
Canada and Mexico Daily Rate ²	\$2.00
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates
Notes: ¹ This feature requires a 4G LTE GSM/UMTS global-capable device. ² The daily rate covers a 24-hour time period. ³ For eligible countries, ⁴ non-TravelPass country rates and additional information, go to www.verizonwireless.com/international . For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plans under this Agreement: Flexible Business Plans for Basic and Smartphones, Flexible Business Plans for Data Devices. This is a commercially available feature which is subject to availability and change.	

7. Unlimited Plan for Smartphones – Government

Unlimited Plan for Smartphones - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot^	Included
Domestic, Canada and Mexico Long Distance Toll Free^^	Included
International Messaging Allowance^^^	Unlimited
Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges. *After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p. **For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day. ^Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. ^^Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico. ^^^Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com .	

***Plan 99719 is eligible to use Travel Pass SPO 988. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

8. 4G Business TravelPass Feature, Unlimited Plan for Smartphones – Government (99719)

4G Business TravelPass Feature¹: Unlimited Plan for Smartphones – Government (99719) This feature is not eligible for discounts.	
Canada and Mexico Daily Rate ²	\$0.00 (SPO 988)
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates
Notes: ¹ This feature requires a 4G LTE GSM/UMTS global-capable device. ² The daily rate covers a 24-hour time period. ³ For eligible countries, ⁴ non-TravelPass country rates and additional information, go to www.verizonwireless.com/international . For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plans Unlimited Plan for Smartphones – Government (99719) under this Agreement. This is a commercially available feature which is subject to availability and change.	

9. Custom 4G Verizon Unlimited Smartphone Plan for Public Sector

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	\$65.00 (23655)
Monthly Access Fee (Discount Applied)	\$51.35
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited ⁽¹⁾
Domestic Mobile Hotspot	Unlimited ⁽²⁾
Domestic and International Messaging Allowance	Unlimited ⁽³⁾
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ In the event of network congestion, after 10GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. ⁽²⁾ Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. ⁽³⁾ Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com .	

***Plan 23655 is eligible to use Travel SPO 383. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

10. 4G Business TravelPass Feature, Customer 4G Verizon Unlimited Smartphone Plan for Public Sector (23655)

4G Business TravelPass Feature¹::: Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (23655) This feature is not eligible for discounts.	
Canada and Mexico Daily Rate ²	\$5.00 (SPO 383)
Rest of World Daily Rate ^{2,3}	\$10.00/day
Non-Travel Pass Countries ⁴	Pay As You Go Rates
Notes: ¹ This feature requires a 4G LTE GSM/UMTS global-capable device. ² The daily rate covers a 24-hour time period. ³ For eligible countries, ⁴ non-TravelPass country rates and additional information, go to www.verizonwireless.com/international . For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (13656) under this Agreement. This is a commercially available feature which is subject to availability and change.	



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6
 to
 Contract Number 071B5500078

CONTRACTOR	CELLCO PARTNERSHIP	STATE	Program Manager	Martin Burnett	MULTI
	26935 Northwestern Highway			517-636-6551	
	Southfield, MI 48033			burnettm@michigan.gov	
	Shelly Forbes		Contract Administrator	Steve Motz	DTMB
	800-219-1821			(517) 331-6086	
	shelly.forbes@verizonwireless.com			Motzs1@michigan.gov	
	CV0007142				

CONTRACT SUMMARY					
Statewide Wireless Data Services					
INITIAL EFFECTIVE DATE		INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	
December 15, 2015		December 14, 2018		5 - 1 Year	
PAYMENT TERMS			EXPIRATION DATE BEFORE		
Net 45			December 14, 2023		
DELIVERY TIMEFRAME				EXTENDED PURCHASING	
N/A				<input checked="" type="checkbox"/> Yes	
<input checked="" type="checkbox"/> P-Card				<input checked="" type="checkbox"/> PRC	
<input type="checkbox"/> Other				<input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE	
<input type="checkbox"/>		<input type="checkbox"/>		December 14, 2023	
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$60,000,000.00		\$0.00		\$60,000,000.00	
DESCRIPTION					
Effective September 23, 2020, this contract is hereby amended by adding the following plans: 1. Push to Talk Plus Group Advanced Feature Only, 2. Push to Talk Plus Group Command Feature Only, 3. Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted], 4. 4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN), 5. Interoperability, 6. LTE Business Internet Unlimited Machine-to-Machine Plans, 7. LTE Vehicle Internet attached hereto.					
This Change Notice shall not be amended or modified unless agreed to in writing by both parties.					
All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement Services approval.					

1. Push to Talk Plus Group Advanced Feature Only

1. Available only for eligible Authorized Contract Users
2. This service is not eligible for monthly access fee discounts
3. Can only be added to a Basic/Smartphone Device with Push To Talk Plus service

Push to Talk Plus Group Advanced Feature Only (when added to a Basic/Smartphone Device with PTT+)

No additional discounts apply.

Basic/Smartphone Device Feature (87381)

\$3.00

Note: Group Advanced cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Command and Group Advanced on the same device.

The new Group Advanced features include:

- **Large Groups.** Increased group sizes up to 3000 members.
- **Urgent Calling.** Urgent calling can be initiated by a user or remotely by an authorized user. This call provides a distinct tone and is the highest priority call within the PTT+ application.
 - If a Dispatch license is the "Authorized User," the location of the Urgent Caller displays on the map.
 - Either the Initiator of the call or the Authorized User can end the "urgent call".
 - The "destination" of Urgent call must be on PTT+ client version R9.0 or later.
- **Location-Based Temporary Groups.** These are dispatcher-managed geographic groups. Members inside the geographic area can be added to Dispatch selected contacts or pre-defined groups.
 - Requires new PTT+ Group Advanced Dispatch software license.

Note: Push to Talk Group Advanced requires Push to Talk Plus (PTT+).

Group Advanced Feature Requirements

- PTT+ Group Advanced feature requires the Push to Talk Plus (PTT+) feature.
- At launch (3/28/19), this bundle only works on smartphones. Select basic devices are supported, beginning in 2Q2019.
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/19) for the functionality to show on devices as well as the PTT+ management portal (ECM).
- PTT+ Group Advanced works with the optional LMR feature/functionality.

PTT+ Portal Information

- Large Groups
 - Within the PTT+ portal (ECM), there is a new group type "Large Group" under the Create Groups tab. When the group is created, only those contacts with the new PTT+ Group Advanced feature / SKU can be added to the group.
- Urgent Calling
 - The company POC is able to set the "Authorized User" as well as the primary and secondary contacts that are recipients when the Urgent Call is initiated. "Authorized users" also have to have the PTT+ Group Advanced feature / SKU.
- Location-Based Temporary Groups
 - No impact on the PTT+ management portal (ECM).

Group Advanced Software SKU's No additional discounts apply.			
PTT+ Group Advanced for Dispatch	PTT+ Group Advanced for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	Monthly (657452)	\$75.00
PTT+ Group Advanced for Dispatch LMR includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	PTT+ Group Advanced for Dispatch-LMR includes support for PTT+ Group Advanced features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (657453)	\$81.00
PTT+ Group Advanced for Cross-Carrier	PTT+ Group Advanced for Cross Carrier supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657454)	\$6.75
PTT+ Group Advanced for Cross Carrier-LMR	PTT+ Group Advanced for Cross Carrier-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657455)	\$11.25
PTT+ Group Advanced for Tablet	PTT+ Group Advanced for Tablet supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657456)	\$6.75
PTT+ Group Advanced for Tablet-LMR	PTT+ Group Advanced for Tablet-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657457)	\$11.25
Note: SKU's are not interchangeable. Group advance SKU's must be used with the group advanced feature code and Group command SKU's must be used with the group command feature code.			

2. Push to Talk Plus Group Command Feature Only

1. Available only for eligible Authorized Contract Users
2. This service is not eligible for monthly access fee discounts
3. Can only be added to a Basic/Smartphone Device with Push To Talk Plus service

Push to Talk Plus Group Command Feature Only (when added to a Basic/Smartphone Device with PTT+)

No additional discounts apply.

Basic/Smartphone Device Feature (87382)

\$7.50

Note: Group Command cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Advanced and Group Command on the same device.

The new features, effective 5/2/19, include:

- **Discreet listening.** Enables an authorized user or dispatcher to remotely listen to a user's PTT+ voice communication.
- **User Check.** Allows an authorized PTT+ user or dispatcher to obtain user information from another Group Command user, such as:
 - Presence and location
 - Device signal strength (Wi-Fi and cellular)
 - Device battery level
- **Enable/Disable Radio**
 - The ability to temporarily remove a device from a group conversation
- Includes Group Advanced functionality (large groups and urgent calling)

Group Command Feature Requirements

- PTT+ Group Command feature requires Push to Talk Plus (PTT+) feature
- This bundle works on Smartphones, Tablets and basic phones
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/2019) for the functionality to show on both the device as well as the PTT+ management portal (ECM).
- **End users MUST enable RADIO MODE for the PTT+ Group Command features to work**
- PTT+ Group Command SFO works with the optional LMR feature / functionality
- PTT+ Group Advanced and PTT+ Group Command features are mutually exclusive

Push to Connect – (PTT+)

Customers who use Smartphones, Tablets and basic phones are able to leverage Push to Connect to:

- Share pictures and videos from Gallery, as well as use native device camera
- Share location (current location or meeting location)
- Group Supervisor can set a Geofence, and receive messages when members come or leave area
- Leave a voice message, or create a voice message, and send to an individual or a group
- Send a PDF file to a contact or group

For customers who are familiar with [PTT+ LMR Interoperability](#), PTT+ now has an optional “LMR Client” look, which provides a streamlined interface which simplifies the user experience to 1 screen.

Customers can now leverage Web Browsers to access the PTT+ Dispatch solution, rather than downloading software.

Verizon also has a developer portal for any third-party companies that are interested in integrating the PTT+ voice functionality (developer.pushtotalkplus.com)

PTT+ also has an option to preset the PTT+ button (Programmable key) to a contact or group and works, even when the security screen is enabled.

Verizon offers different levels of Professional Services to facilitate the installation/integration of this functionality. See [LMR Interop Professional Services in Detail](#).

Group Command Software SKU's No additional discounts apply.			
SKU Name	SKU Description	Term	Cost
PTT+ Group Command for Dispatch	PTT+ Group Command for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Command features (large group and urgent calling).	Monthly (658952)	\$100.00
PTT+ Group Command for Dispatch-LMR	PTT+ Group Command for Dispatch-LMR includes support for PTT+ Group Command features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (658953)	\$106.00
PTT+ Group Command for Cross-Carrier	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658954)	\$11.25
PTT+ Group Command for Cross Carrier-LMR	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658955)	\$15.75
PTT+ Group Command for Tablet	PTT+ Group Command for Tablet supports the PTT+ Group Command functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658956)	\$11.25
PTT+ Group Command for Tablet-LMR	PTT+ Group Command for Tablet-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658957)	\$15.75

3. Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access (SBA) Static IP – Isolated Pool w/Fixed End system (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply				
Mobile Broadband and metered data plans or features only				
Configuration		Cost		
Per Account FES Connect Set-Up (One-time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One-time fee)	Waived \$0.00	\$250.00	\$250.00	Waived \$0.00
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including the \$1500.00 connection fee, \$500.00 Account Set-up Fee and the DMNR/SBA for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only.				
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities		923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices		
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address. Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.</p>				

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

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN) Government Subscribers Only Metered Data Pricing Only. Not compatible with Unlimited Data Plans			
The plans below reflect any applicable discount. No additional discounts apply.			
Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.		
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.		
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)		
PNTM Service Options:		Enhanced (Entry Level)	Premium (Mid Level)
		Public Safety (Highest Level) (Qualifying Public Safety NAICS only)	
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	N/A
Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.			
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities		923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices	
Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management)			

5. Interoperability

Interoperability			
Interoperability licenses are not eligible for any further discounts.			
Software Sku's			
Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients ¹	Monthly	\$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients ²	Monthly	\$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection ³	Monthly	\$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection ⁴	Monthly	\$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection ⁵	Monthly	\$19.98
U961-985-001-GOV	Public Safety Soft Panic SW ⁶	Monthly	\$112.50
Hardware Sku's One time charge			
Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	\$795.00
U990-800-001	All Staging Testing	One time	\$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	\$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	\$2,400.00
U500-610-001	1PORT HW RADIO GATEWAY	One Time	\$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	\$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	\$399.00
<p>Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G HD voice-capable smartphones.</p> <p>Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.</p> <p>Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.</p> <ol style="list-style-type: none"> 1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data. 2. Multimedia PTT Client – Group communication to share audio/video data. 3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution 			

4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

6. LTE Business Internet Unlimited Machine-to-Machine Plans

LTE Business Internet Unlimited Machine-to-Machine Plans*

These plans are not eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$60.00	\$85.00	\$135.00	\$200.00
Speed Tier Limit (Up to) ²	3 Mbps	10 Mbps	15 Mbps	50 Mbps
Data Deprioritization Threshold ³	22 GB	22 GB	22 GB	22 GB
Data Throughput Limit Threshold ⁴	22 GB	50 GB	75 GB	125 GB
Throttled Speed (Up to)	200 Kbps	600 Kbps	600 Kbps	600 Kbps

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 4G network (domestic and international roaming are not available). Only select Customer-provided 4G data routers can be activated on these plans.

¹The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle.

²Speeds represent the maximum speed but may be lower in the event of network congestion.

³After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

⁴If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed.

Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.20 per message charge for messages sent or received.

These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems. These plans cannot be utilized in conjunction with a Verizon Mobile Private Network.

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

These plans are not compatible with Private Network.

33542 - 3MBPSUNLIM:\$60/22GB DATA 200KBPS AFTER ALLOW EXCEEDED

33599 - 10MBPSUNLIM:\$85/50GB DATA 600KBPS AFTER ALLOW EXCEEDED

33608 - 15MBPSUNLIM:\$135/75GB DATA 600KBPS AFTER ALLOW EXCEEDED

33798 - 50MBPSUNLIM:\$200/125GB DATA 600KBPS AFTER ALLOW EXCEEDED

7. LTE Vehicle Internet

LTE Vehicle Internet			
These hardware SKU bundles are not eligible for further discounts.			
The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.			
SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	\$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	\$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	\$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	\$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	\$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	\$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	\$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	\$1,943.10
Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. Current coverage details and additional plan information can be found at www.verizonwireless.com . Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. https://cradlepoint.com/about-us/terms-of-service/			

LTE Vehicle Internet			
These Accessories SKU's are not eligible for further discounts.			
SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	\$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1x)	170628-000	\$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	\$13.49
3774498	Vehicle power adapter for COR	170635-000	\$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	\$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	\$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	\$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	\$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	\$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	\$461.83
Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles. http://www.panorama-antennas.com/site/index.php?route=information/information&information_id=5			



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Shelly Forbes
	800-219-1821
	shelly.forbes@verizonwireless.com
	CV0007142

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY

CELLULAR SERVICE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 15, 2015	December 14, 2018	5 - 1 Year	December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$0.00	\$60,000,000.00		

DESCRIPTION

Effective August 26, 2019, this contract is hereby amended to delete in its entirety the Networkfleet Services Terms and Conditions, and replace it with the Networkfleet Services Terms and Conditions attached hereto.

This Change Notice shall not be amended or modified unless agreed to in writing by both parties.

Verizon Wireless will make available to the State (and MiDeal members) commercially available products and services (those that Verizon Wireless makes generally available to consumers or business customers), which are currently available to government customers. Please note that commercially available products and services are subject to availability and change. As new commercially available products and services become available to Government customers, Verizon Wireless will offer those products and services to the State (and MiDeal members). All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement Services approval.

All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement Services approval.

Networkfleet Services Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Verizon Connect NWF Website designated by Verizon Connect NWF for use by Customer.

"Devices" means the Verizon Connect NWF wireless device(s) identified on an accepted order.

"Verizon Connect NWF Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Verizon Connect NWF; (c) analysis, delivery and posting of Vehicle information to the Verizon Connect NWF Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Verizon Connect NWF Website" means the Verizon Connect NWF website currently located at www.VerizonConnectNWF.com.

"Verizon Connect NWF" is a wholly owned subsidiary of Verizon Communications, Inc., and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the Verizon Wireless WSCA contract #1907.

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Verizon Connect NWF Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. Verizon Connect NWF LICENSE. (a) During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, the Customer shall have a non-exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent. (b) Verizon Connect NWF Data Services, if applicable, are subject to the then current "VCN Data Services Use Policy and Procedure" which is located at https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf as it may be updated from time to time.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Verizon Connect NWF Website. The parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) calendar days of the date Verizon Wireless accepts the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Verizon Wireless will advise Customer that Customer's needs exceed standard, customary work and will obtain Customer's approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, Privacy Policy and all other policies that Verizon Connect NWF may establish from time to time, which are, or will be available, on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your right to use such Device pursuant to the terms hereof. "Customer shall benefit from any manufacturer warranty for the Device(s), (b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Verizon Connect NWF by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery. (c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1)

year from the date of shipment, (d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service. (e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF's then-current applicable warranty policy. The warranty policy can be found at https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. (f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Verizon Connect NWF installation guides (if installation is not performed by Verizon Connect NWF); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of Support Services provided by Verizon Connect NWF caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE VERIZON CONNECT NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH VERIZON CONNECT NWFS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Service Partners and suppliers, and that Verizon Connect NWF, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Verizon Connect NWF Website or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to the Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) reverse engineer, translate, convert, decompile the Verizon Connect NWF Services; (d) remove or alter any proprietary notices in the Verizon Connect NWF Services; (e) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Verizon Connect NWF Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (g) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders.

10. MODIFICATIONS; WEBSITE MAINTENANCE. Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided such changes do not materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Verizon Connect NWF, and the Service Partners acquire and transmit through Customer's use of the Devices, the Verizon Connect NWF Services and the Verizon Connect NWF Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Verizon Connect NWF, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Verizon Connect NWF Services and to analyze, measure and optimize the performance of the Devices and the Verizon Connect NWF Services and to develop new offerings for Customer and others and for other purposes of Verizon Connect NWF and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Verizon Connect NWF will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Shelly Forbes
	800-219-1821
	shelly.forbes@verizonwireless.com
	CV0007142

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY				
Statewide Wireless Data Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 15, 2015	December 14, 2018	5 - 1 Year	December 14, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$0.00	\$60,000,000.00		
DESCRIPTION				
<p>Effective April 22, 2019, this contract is hereby amended by replacing the following service plans: 1. Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders, 2. Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders, 3. Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders, 4. Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders, 5. Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders, 6. Private Responder Core Service for National Security, Public Safety, and First Responders, 7. 4G LTE Private Network Traffic Management (PNTM) plans, 10. Networkfleet Service Options and Networkfleet Device/Hardware Options. The contract is further amended by adding the following plans: 8. Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders, and 9. Verizon Wireless Custom Wireless Home Phone for Government Plan, and the Networkfleet Terms and Conditions. All other terms, conditions, specifications, and pricing remain the same.</p> <p>Verizon Wireless will make available to the State (and MiDeal members) commercially available products and services (those that Verizon Wireless makes generally available to consumers or business customers), which are currently available to government customers. Please note that commercially available products and services are subject to availability and change. As new commercially available products and services become available to Government customers, Verizon Wireless will offer those products and services to the State (and MiDeal members). All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement Services approval.</p>				

1. Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply. Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	\$39.99 (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance ⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Service Features	
Domestic Mobile Hotspot	\$5.00 additional per month (76440)
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

2. Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders

Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	\$22.99 (16810)
Monthly Minutes in U.S	Unlimited
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	\$10.00 per GB
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

3. Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders

Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

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

Monthly Access Fee	\$17.99 (96626-4G Only and 96625-3G/4G)
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

4. Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders

Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

Monthly Access Fee Per MDN	\$0.00 (86124)
NOTE: Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

5. Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

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

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

Monthly Access Fee	\$35.99 (20663)
Domestic Data Allowance ⁽¹⁾	Unlimited

NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

6. Private Responder Core Service for National Security, Public Safety, and First Responders

**Private Responder Core Service for
National Security, Public Safety, and First Responders**
Government Liable Subscribers Only

Monthly Access Fee	\$0.00
Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders (“Private Core”): Private Core separates wireless data communications from commercial and consumer traffic on our network. This service is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
National Security/ First Responders / Public Safety <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices • 921150 American Indian/Alaska Native Tribal Governments 	Chemical <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical
Water <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems 	Communications <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems
Transportation <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs 	Critical Manufacturing <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industry Equipment Repair • 236210 Industrial Building Construction • 211113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors
Information Technology <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	Energy <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal
	Healthcare and Public Health <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs

7. 4G LTE Private Network Traffic Management (PNTM)

4G LTE Private Network Traffic Management (PNTM)

Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans

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

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

PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid Level)	Public Safety (Highest Level) (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

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

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

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

8. Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

Monthly Access Fee Per MDN	\$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)
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NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

9. Custom Wireless Home Phone for Government Plan*

Custom Wireless Home Phone for Government Plan*: No Domestic Roaming or Long Distance Charges	
This Plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	\$20.00
Monthly Anytime Minutes	Unlimited
Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com . Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone service. This service is generally utilized to replace POTS lines.	

10. Networkfleet Service Options

Networkfleet Service Options	
The Service Options below have been discounted. No additional discounts apply.	
Service Options	Purchase Cost
5200-GPS Only	\$17.00
5500-Diagnostics + GPS	\$19.00
H6100-Expressfleet	\$13.86
AssetGuard (Asset Tracking) BX	\$13.00
AssetGuard (Asset Tracking) PW	\$13.00
Connect	\$2.95
CUR 1 Minute	\$0.00
CUR 15 Seconds	\$3.00
CUR 30 Seconds	\$2.00
CUR 45 Seconds	\$1.00
Data Services	\$0.00
Satellite	\$34.95
Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies. Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.	

Networkfleet Device/Hardware Options	
The Devices/Hardware Options below have been discounted. No additional discounts apply.	
Device/Hardware Options	Purchase Cost
5200-GPS Only	\$85.00
5500-Diagnostics	\$85.00
1009N2VD 6100 - Expressfleet	\$55.00
AssetGuard (Asset Tracking) BX	\$150.00
AssetGuard (Asset Tracking) PW	\$150.00
Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.	

Item Number	Accessory	Price
A-PEM001	PEM Port Expansion Module	\$140.00
A-SAT001	Satellite Modem	\$550.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	\$650.00
PARTS030	Reinstallation Kit	\$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$50.00
PARTS032	Combination Antenna A (standard)	\$30.00
PARTS037	AT-1400 Replacement Battery	\$45.00
PARTS039	AT-1400 Bracket	\$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$35.00
PARTS041	Sensor Input Harness (5500/5200)	\$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	\$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	\$35.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	\$35.00
PARTS046	Universal Harness (5200)	\$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	\$35.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	\$145.95
PARTS054	Garmin FMI Modified Cable	\$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$74.95
PARTS058	Universal Harness	\$10.00
PARTS059	Quick Install Harness	\$10.00
PARTS060	Driver ID Reader	\$15.00
PARTS061	Driver ID Key	\$3.50
PARTS063	Satellite Antenna	\$50.00
PARTS064	Satellite Harness	\$50.00
PARTS065	Asset Guard BX Replacement Batter (1)	\$75.00
PARTS066	Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware & lanyard, and CalAmp 1M101-MMC25 magnets (set of 4)	\$75.00
PARTS069	OBD Harness Extension	\$10.00
PARTS070	16-Pin Heavy Duty Harness	\$35.00
PARTS071	Bluetooth Extension	\$0.00
PARTS087	Audible Driver ID Alert	\$15.00
PARTS090 (Replaces PARTS049)	Alternate Power/Ground Adapter (5200/5500)	\$20.00
PARTS093	Universal Harness (6100)	\$10.00
PARTS095 (Replaces PARTS062)	ID Reader Adapter Install Kit	\$30.00
PARTS097	5000 9-Pin "D" Mount Harness Type 2	\$35.00
PARTS098	5000 9-Pin Square Harness Type 2	\$35.00
PARTS111	USM 9-pin "D" Mount Harness Type 2 Pins F-G	\$35.00
PARTS112	USM 9-pin "D" Square Harness Type 2 Pins F-G	\$35.00
Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).		

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	\$65.00	
I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$35.00	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	\$35.00	
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$35.00	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	\$35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor).	\$65.00	Sensor Install is \$65 PER SENSOR
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire.	\$65.00	Includes 1 Device & 1 Harness. Tier 1 Install Only
I-NOSHOW	No Show	\$75.00	(Applies per trip if the installer makes the trip and the designated vehicle is not available
I-REMOVAL-UNIT	Removal of device.	\$65.00	Unit cost is per trip.
I-SWAP-UNIT	Device Swap	\$65.00	
I-TRANSFER-UNIT	Device Transfer	\$65.00	
I-TROUBLESHOOT-UNIT	Troubleshoot.	\$65.00	Unit cost is per trip, per unit.
TRAINING-FULL	Full Day Installation Training	\$300.00	
TRAINING-HALF	½ Day Installation Training	\$150.00	



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP d/b/a Verizon Wireless
	26935 Northwestern Highway
	Southfield, MI 48033
	Shelly Forbes
	800-219-1821
	shelly.forbes@verizonwireless.com
	CV0007142

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
	Contract Administrator	bakerl@michigan.gov	
		Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY			
Statewide Wireless Data Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 15, 2015	December 14, 2018	5 - 1 Year	December 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$0.00	\$60,000,000.00		

DESCRIPTION
Effective August 27, 2018, this contract is hereby amended by adding sixteen (16) additional Verizon Wireless service plans and amending the eligibility requirements for participation in the Verizon Wireless Device Trade-In Program to allow for both MiDeal members and all State of Michigan agencies to utilize the program. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement Services approval.

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

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	\$39.99
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance ⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	\$5.00 additional per month
Push-to-Talk	\$2.00 additional per month
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long-distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB of data each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 16807)	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private)	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

2. Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness

Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$22.99
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	\$10.00 per GB
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long-distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 16810)	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

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

Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$17.99
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long-distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes: (PP#96626/4G Only – PP#96625 3G/4G)	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

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

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only	
Monthly Access Fee	\$0.00
Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

5. Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and First Responders

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and First Responders Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts.	
Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.	
Monthly Access Fee	\$35.99
Domestic Data Allowance ⁽¹⁾	Unlimited
<p>Notes: Current coverage details and non-domestic data rates can be found at www.verizonwireless.com. No domestic roaming or long-distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes: Plan# TBD</p>	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private)	922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices

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

Private Network Core Service for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only	
Monthly Access Fee	\$0.00
Verizon Wireless Private Network Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
National Security/ First Responders / Public Safety <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices Water <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems Transportation <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs Information Technology <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	Chemical <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical Communications <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems Critical Manufacturing <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industry Equipment Repair • 236210 Industrial Building Construction • 211113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors Energy <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal Healthcare and Public Health <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs

7. 4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)			
Government Subscribers Only			
Metered Data Pricing only. Not compatible with Unlimited Data Plans			
The plans below reflect any applicable discount. No additional discounts apply.			
Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.		
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.		
Best Effort CoS Applications			
Suitable for best effort applications (e.g. email, web browsing)			
PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid-Level)	Public Safety (Highest Level) (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods
Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on-demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.			
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection		922190 Other Justice, Public Order, and Safety Activities 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921190 Other General Government Support 921110 Executive Offices	
Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)			

8. 3G/4G Flat Rate Nationwide Email for Government Calling Plans

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 (95541)	\$45.99 (95540)	\$62.99 (95543)
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 25GB 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. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. 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.			

9. Smartphone Calling Plans for Government Subscribers

Smartphone Calling Plans for Government Subscribers	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
<i>Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.</i>	
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 (95544)
Domestic Data Allowance*	Flat Rate (high speed data up to 25GB 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. ¹ Roaming, 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. ² Domestic 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. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. 4G and 3G data coverage details can be found at www.verizonwireless.com . 4G service requires 4G equipment and 4G coverage.	

10. 3G & 4G Flat Rate Mobile Broadband Data Plans

3G & 4G Flat Rate Mobile Broadband Data Plans	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
<i>Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots</i>	
Monthly Access Fee	\$35.99 (95598)
Domestic Data Allowance	Flat Rate*
NationalAccess 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. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.	

11. Nationwide Global Email for Government Calling Plans

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 (95785/9578)		
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		
Global Email Overage	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
	\$2.05/MB	\$5.12/MB	\$20.48/MB
Domestic Messaging	Unlimited		
Optional Features			
Unlimited Domestic Push To Talk	\$5.00		
Notes: Current coverage details can be found at www.verizonwireless.com . Domestic Data allowance applies in the United States. Global Email Allowance applies in 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. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.			

12. One Talk Solution: Government Subscribers Only

One Talk Solution: Government Subscribers Only			
The plans/features below reflect any applicable discount. No additional discounts apply.			
One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a single telephone number ("Mobile Data Number/MDN") with the same mobile and landline features.			
One Talk Solution: Desk Phone/Mobile Client			
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Custom Flexible Business Plans, Nationwide, America's Choice®)	Account Level Plans (e.g. Verizon Plans, More Everything)	
One Talk Primary MDN	Monthly Access	Monthly Access	
One Talk Price Plan (100 MB Data)	\$10.00	\$0.00 (the new Verizon Plans)	
One Talk Feature	\$15.00	\$15.00	
One Talk Line Access Charge	N/A	\$10.00	
One Talk Solution: Auto Receptionist (AR)			
Auto Receptionist			
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Custom Flexible Business Plans, Nationwide, America's Choice®)	Account Level Plans (e.g. Verizon Plans, More Everything)	
One Talk Primary MDN	Monthly Access	Monthly Access	
One Talk AR Price Plan (100 MB Data)	\$10.00	\$0.00	
One Talk AR Feature	\$10.00	\$10.00	
One Talk AR Line Access Charge	N/A	\$10.00	
One Talk Solution: Hunt Group (HG)			
Hunt Group			
Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively			
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Custom Flexible Business Plans, Nationwide, America's Choice®)	Account Level Plans (e.g. Verizon Plans, More Everything)	
One Talk Primary MDN	Monthly Access	Monthly Access	
One Talk HG Price Plan (100 MB Data)	\$0.00	\$0.00	
One Talk HG Feature	\$0.00	\$0.00	
One Talk HG Line Access Charge	N/A	\$0.00	
Optional Features			
One Talk Premium Visual Voicemail		\$2.99	
One Talk Voicemail Talk To Text		\$2.99	
Additional Devices			
For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.			
Smartphone Device	Desk Phone ¹	Mobile Client ² (Includes Smartphones and Tablets)	Auto Receptionist/Hunt Group
Additional devices (endpoint) incur a \$10.00 monthly access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A
Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. ¹ One (1) additional Desk Phone can be added as an additional device per MDN. ² Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device). Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please visit: http://www.verizonwireless.com/onetalk			
One Talk SM and Message+ from Verizon - Government Terms of Service			
One Talk from Verizon, together with its related devices, software and applications ("Service" or "One Talk"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified			

system, with all devices sharing the same communication features. (See <https://www.verizonwireless.com/support/one-talk-features/> for a listing of features currently available with the Service.)

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

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

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

A. One Talk Components

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

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

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

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

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

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

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

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

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

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

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

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

3. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)
4. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.
5. **HIPAA.** Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://web.vma.vzw.com/BusinessProduct>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.
6. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.
7. **Important Service Disclosures.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM. CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.
8. **Software.** In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("Software"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum. Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for download at www.verizon.com/opensource. Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.
9. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

13. 4G Smartwatch with NumberShare1 Unlimited Plan – Government

4G Smartwatch with NumberShare1 Unlimited Plan - Government This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance ²	Unlimited
Domestic and International Messaging Allowance ³	Unlimited
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.</p> <p>1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.</p> <p>2. Usage may be prioritized behind other customers in the event of network congestion.</p> <p>3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.</p>	

14. Wireless Priority Service (WPS) Access

Wireless Priority Service (WPS) Access	
No additional discounts	
WPS Access Feature Initiation Fee	\$0.00
WPS Access Monthly Access Charge	\$0.00
WPS Access Per Minute Charge	\$0.00
<p>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 LTE and 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. Please contact your Verizon Wireless Government Account Manager for complete details on WPS Access.</p>	

15. Network Fleet Service Options

Networkfleet Service Options	
The Service Options below have been discounted. No additional discounts apply.	
Service Options	Purchase Cost
5200-GPS Only	\$17.00
5500-Diagnostics + GPS	\$19.00
H6100 Expressfleet	\$13.86
AssetGuard BX Non-Powered Asset Tracking	\$13.00
Connect	\$2.95
Customizable Update Rates ("CUR") 1 Minute	\$0.00
Customizable Update Rates ("CUR") 45 Seconds	\$1.00
Customizable Update Rates ("CUR") 30 Seconds	\$2.00
Customizable Update Rates ("CUR") 15 Seconds	\$3.00
Satellite	\$34.95
Data Services	\$0.00
<p>Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12-month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.</p> <p>Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self-Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.</p>	

16. Networkfleet Device/Hardware Options

Networkfleet Device/Hardware Options	
The Devices/Hardware Options below have been discounted. No additional discounts apply.	
Device/Hardware Options	Purchase Cost
5200-GPS Only	\$85.00
5500-Diagnostics + GPS	\$85.00
1009N2VD-6100 Expressfleet	\$55.00
AssetGuard BX Non-Powered Asset Tracking	\$150.00
Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12-month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.	

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	\$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$50.00
PARTS032	Combination Antenna A (standard)	\$30.00
PARTS037	AT-1400 Replacement Battery	\$45.00
PARTS039	AT-1400 Bracket	\$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$35.00
PARTS041	Sensor Input Harness (5500/5200)	\$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	\$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	\$35.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	\$35.00
PARTS069	OBD Harness Extension	\$10.00
PARTS070	16-Pin Heavy Duty Harness	\$35.00
PARTS046	Universal Harness (5200)	\$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	\$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	\$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	\$145.95
PARTS054	Garmin FMI Modified Cable	\$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$74.95
A-PEM001	PEM Port Expansion Module	\$140.00
PARTS059	Quick Install Harness	\$10.00
A-SAT001	Satellite Modem	\$550.00
PARTSS063	Satellite Antenna	\$50.00
PARTSS064	Satellite Harness	\$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	\$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	\$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	\$75.00
PARTS095	ID Reader Adapter Install Kit	\$30.00
PARTS060	Driver ID Reader	\$15.00
PARTS061	Driver ID Key	\$3.50
PARTS087	Audible Driver ID Alert	\$15.00
PARTS071	Bluetooth Extension	\$0.00
PARTS093	Universal Harness (6100)	\$10.00
PARTS058	Universal Harness	\$10.00
PARTS097	5000 9-Pin "D" Mount Harness Type 2	\$35.00
PARTS098	5000 9-Pin Square Harness Type 2	\$35.00
PARTS111	USM 9-Pin "D" Mount Harness Type 2 Pins F-G	\$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	\$35.00
Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).		

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	\$65.00	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$2.00	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$65.00	Sensor Install is \$65.00 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	\$65.00	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	\$35.00	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	\$35.00	
I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	\$35.00	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	\$1.00	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	\$1.00	Monthly Service Fee
D-INSTALL- SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$1.00	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard	\$2.00	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican	\$1.00	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion	\$1.00	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	\$1.00	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$1.00	Monthly Service Fee
I-SWAP-UNIT	Device Swap	\$65.00	
I-TRANSFER-UNIT	Device Transfer	\$65.00	
I-REMOVAL-UNIT	Removal	\$65.00	Removal of device.
I-NOSHOW	No Show	\$75.00	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT- UNIT	Troubleshoot; Mileage	\$65.00	Per Trip
TRAINING-HALF	½ Day Installation Training	\$150.00	
TRAINING-FULL	Full Day Installation Training	\$300.00	



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

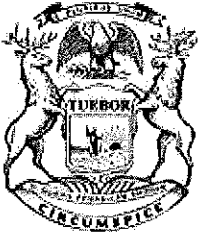
to

Contract Number **071B5500078**

CONTRACTOR	CELLCO PARTNERSHIP
	26935 Northwestern Highway
	Southfield, MI 48033
	Shelly Forbes
	800-219-1821
	shelly.forbes@verizonwireless.com
	CV0007142

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 15, 2015	December 14, 2018	5 - 1 Year	December 14, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	5	<input type="checkbox"/>		December 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$0.00	\$60,000,000.00		
DESCRIPTION				
Effective 6/21/2018, the State is exercising the five (5) available option years. The revised Contract expiration date is December 14, 2023.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **071B5500078**

CONTRACTOR	Cellco Partnership d/b/a Verizon Wireless
	26935 Northwestern Highway
	Southfield, MI 48033
	Shelly Forbes
	810-444-5448
	shelly.forbes@verizonwireless.com
	*****2889

STATE	Program Manager	Baker Linda	DTMB
		517-636-0435	
		bakerl@michigan.gov	
		Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

STATEWIDE WIRELESS DATA SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 15, 2015	December 14, 2018	5 - 1 Year	December 14, 2018

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 14, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000,000.00	\$0.00	\$60,000,000.00		

DESCRIPTION

Effective December 15, 2017, the Contract is amended by adding Verizon Wireless' Device Trade -In Program, Verizon Wireless' Additional Service Options, Verizon Wireless' International Options Monthly Features: Mexico and Canada, Unlimited Plan for Smartphones – Government, Custom Flat Rate Mobile Broadband – Government, Machine to Machine Tiered Data Plan, Custom Nationwide Machine-to-Machine Election Line Plan, and Custom Mobile Broadband Plan II - Government. The addition of Verizon Wireless' services include Land Mobile Radio (LMR) for PTT+, Samsung Knox for Enterprise, MobileIron Enterprise Mobility Management, Canvas, IBM® MaaS360®, and Verizon Auto Share for Government Entities. Attachment 1 to this Change Notice provides Pricing for the above Services.

Please note that Verizon Wireless' Device Trade -In Program is only available to MiDeal Members and is not available to the State of Michigan Agencies. Attachment 2 to this Change Notice has additional terms and conditions for Trade-In Program. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB approval.

Attachment 1 to Change Notice No. 1: Pricing

Verizon Wireless' Additional Service Options

SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

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

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

Samsung Knox Workspace

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

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

Samsung Knox Solutions

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

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices.

Samsung Knox Workspace, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

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

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

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

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

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

On-Premise (Core) (Software Subscription License)

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

On-Premise (Core) (Software Perpetual License)

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

Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	\$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	\$157.50
Platinum Support (REQUIRED)	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	\$1.75	\$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	\$2.63	\$31.50	-

PROFESSIONAL SERVICES		
On-Premise (Core) Installation ¹		
Support and Maintenance Included		
License Type	Description/SKU	One-time Cost ²
Silver	MICore Silver Installation MI-PS-DEPLOY1	\$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	\$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	\$8,000.00

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

MobileIron Enterprise Mobility Management License Fees						
Cloud						
(Minimum 25+ MI Cloud Licenses Required for initial order/installation)						
A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.						
Cloud License						
Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (3 Devices per User)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device	\$3.00	\$36.00	MobileIron Cloud EMM Silver Bundle per User	\$4.50	\$54.00
	SKU: MICloud Silver Per Device			SKU: MICloud Silver Per User		
Gold	MobileIron Cloud EMM Gold Bundle per Device	\$4.50	\$54.00	MobileIron Cloud EMM Gold Bundle per User	\$6.75	\$81.00
	SKU: MICloud Gold Per Device			SKU: MICloud Gold Per User		
Platinum	MobileIron Cloud EMM Platinum Bundle per Device	\$5.63	\$67.50	MobileIron Cloud EMM Platinum Bundle per User	\$8.63	\$103.50
	SKU: MICloud Platinum Per Device			SKU: MICloud Platinum Per User		

PROFESSIONAL SERVICES		
Cloud Installation ¹		
Support and Maintenance Included		
License Type	SKU	One-time Cost ²
Silver	MI-Cloud Silver Installation MI-PS-DEPLOY1-MICLOUD	\$1,500.00
Gold	MI-Cloud Gold Installation MI-PS-DEPLOY2-MICLOUD	\$3,000.00
Platinum	MI-Cloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	\$4,000.00

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

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

Notes. Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions and can be viewed here: www.mobileiron.com/legal. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion

determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	\$15.00	\$25.00	\$35.00
Annual Service Fee	\$156.00	\$264.00	\$372.00

Canvas Features

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

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

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

IBM MaaS360® Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

License

Subscription License Bundle per Device				Subscription License Bundle per User		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Essential	EMM Essentials Suite Per Device License	\$2.25	\$27.00	EMM Essentials Suite Per User	\$4.50	\$54.00
	SKU: D1P3GLL (Monthly/Annual)			SKU: D1P3ILL (Monthly/Annual)		
Deluxe	EMM Deluxe Suite Per Device License	\$3.75	\$45.00	EMM Deluxe Suite Per User License	\$7.50	\$90.00

	SKU: D1P3LLL (Monthly/Annual)			SKU: D1P3NLL (Monthly/Annual)		
Premiere	EMM Premier Suite Per Device SKU: D1P3RLL (Monthly/Annual)	\$4.69	\$56.25	EMM Premier Suite Per User License SKU: D1P3TLL (Monthly/Annual)	\$9.38	\$112.50
Enterprise	EMM Enterprise Suite Per Device SKU: D1P3WLL (Monthly/Annual)	\$6.75	\$81.00	EMM Enterprise Suite Per User License SKU: D1P3YLL (Monthly/Annual)	\$13.50	\$162.00
Additional UEM License Options						
License Type		Description/SKU			Monthly Cost	Annual Cost
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)				\$0.38	\$4.50

IBM MaaS360 UEM Service Features					
Included features are determined by IBM MaaS360 UEM License Type					
Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	✗	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	✗	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	✗	✗	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	✗	✗	✓	✓

Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	x	x	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	x	x	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	x	x	✓	✓
App Security	Enforce authentication & copy/paste restrictions	x	x	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	x	x	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	x	x	x	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	x	x	x	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	x	x	x	✓

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Verizon Auto Share (In-Vehicle) Plan*

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee per Connection (device)	Shared Data Allowance	Data Overage Rate	Included Domestic Text Message Allowance (non-shared)**	Overage Rate per Text Message
\$25.00 (93074)	20 MB (82297)	\$10.00 per GB	20	\$0.20 per message

Notes: Coverage is only available in the United States and includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Current data coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted for use on the Delphi Onboard device only. Components of this plan include Verizon Auto Share Platform access and an in-vehicle hardware device. *Voice calls cannot be placed or received on this plan, except for calls to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

ACCOUNT SHARING-

Data Sharing: Sharing is only available among lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

**Domestic text message allowance does not include picture or video messages.

Custom Verizon Auto Share Components for Government Subscribers

Verizon Auto Share Components are NOT eligible for discounts.

Verizon M2M Management Center	Included
Mobile App	Included
QR Code ¹	Included
Verizon Auto Share	Included
Delphi Onboard Device (OBD) SKU - ACT233LVWQE	\$199.00

Verizon Auto Share Security Kit ² (self-install kit) SKU – VZN-SECKIT	\$199.97
¹ The QR code is in the Equipment Guide and can be ordered as an accessory. ² Professional Installation services not available to government customers.	

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

International Options Monthly Features: 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (1 Month)*	\$25.00 (SPO 431)*	\$50.00 (SPO 433)*	\$40.00 (SPO 445)*	\$85.00 (SPO 423)*
Monthly Access Fee less discount	\$19.75	\$39.50	\$31.60	\$67.15
International Options Monthly Recurring Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (Recurring)	\$25.00 (SPO 412)**	\$50.00 (SPO 432)**	\$40.00 (SPO 444)**	\$85.00 (SPO 422)**
Monthly Access Fee less discount	\$19.75	\$39.50	\$31.60	\$67.15
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	
Notes: Current coverage details and additional information can be found at www.verizonwireless.com . ¹ The data allowance applies in 140+ countries where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ² The overage rate is not eligible for discounts. ³ Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International . ¹ This is a monthly feature and will be removed from the account one month after being added to an account. ² This is a recurring feature and will remain on the account until removed.				

International Options Monthly Features: Mexico and Canada

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

International Options Monthly Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (1 Month)*	\$10.00 (SPO 428)*	\$20.00 (SPO 426)*	\$15.00 (SPO 441)*	\$30.00 (SPO 425)*	\$25.00 (SPO 443)*
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.70	\$25.00
International Options Monthly Recurring Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (Recurring)**	\$10.00 (SPO 427)**	\$20.00 (SPO 446)**	\$15.00 (SPO 434)**	\$30.00 (SPO 424)**	\$25.00 (SPO 442)**
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.70	\$25.00
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.10/Sent Message		\$0.05/Sent Message

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

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

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

Machine to Machine Tiered Plan

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee per Device**	Data Usage Tiers (MB's)	Price per MB
\$0.75	1KB – 99.99 MB	\$5.50
	100 – 199.99 MB	\$4.00
	200 – 299.99 MB	\$3.50
	300 – 399.99 MB	\$3.00
	400 – 499.99 MB	\$2.75
	500 – 999.99 MB	\$2.50
	1,000+ MB	\$2.25

Data

Domestic Roaming	Included
Travel outside of the U.S. is restricted	

Voice

Domestic	\$0.25/min
While traveling outside the US: Canada, Mexico	\$0.69/min

Note: Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Voice coverage outside of the U.S. requires a 4G LTE GSM/UMTS global-capable device and is only available on voice capable devices but the data will not work outside of the U.S. All lines on this plan must be on a separate account profile from Customer's other voice, data and M2M Lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active on this plan, at any time during the bill cycle, will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate.

**In order to qualify for this plan, Customer must activate a minimum of 200 Lines per profile. ¹International pricing is subject to change without notice.

Custom Nationwide Machine-to-Machine Election Line Plan: Government Election Lines Only

This Custom Nationwide Machine-to-Machine Election Line Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$1.00*
Data Allowance	0 MB
Data Sent or Received	\$5.00/MB

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks while available. Current coverage details can be found at www.verizonwireless.com. Each billing cycle, Verizon Wireless will review Customer's billed usage for all lines active on this Custom Nationwide Machine to Machine Election Line Plan during such billing cycle. Any billing adjustments will be made within 1 to 2 bill cycles after Customer receives its invoice. Customer must provide its own Equipment when activating service on this plan. Only machine-to-machine devices may be activated on this plan. All lines on this plan must be on a separate account profile from Customer's other voice, data and M2M Lines. This plan is available for month to month activations only and will not be available for Customers selecting a line term.

Share Option is not included on this Custom Nationwide Election Line Machine-to-Machine Rate Plan.

*A maximum of 300 M2M Lines per profile can be activated on this Custom Nationwide Election Line Machine-to-Machine Rate Plan at a time. Voice calling usage is prohibited for lines activated on this Custom Nationwide Machine-to-Machine Election Line Rate Plan. Verizon Wireless reserves the right to migrate Government Subscriber Lines that do not comply with the terms of use for this plan to then-current generally available machine-to-machine plans, after 30 days' notice to Customer.

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector

Government Subscribers Only

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

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

Monthly Access Fee	\$65.00
Monthly Access Fee (Discount Applied)	\$51.35
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited⁽¹⁾
Domestic Mobile Hotspot	Unlimited⁽²⁾
Domestic and International Messaging Allowance	Unlimited⁽³⁾

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

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

⁽²⁾ Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

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

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

Custom Mobile Broadband Plan II – Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

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

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

Attachment 2 to Change Notice No. 1: Customer Information Material

Verizon Wireless' Device Trade-In Program for Government Entities

These Verizon Wireless Device Trade-in Program service terms amend the terms and conditions of the contract under which you purchase service and equipment from Verizon Wireless.

1. The Verizon Wireless Device Trade-in Program allows your agency to recycle or repurpose wireless devices and receive a bill credit on your Verizon Wireless account. In performing services, we will 1) protect your privacy to the full extent legally required and 2) perform the services in strict accordance with applicable law.
2. If we have access to and/or use any of your Customer Proprietary Network Information ("CPNI"), data or content such access and use shall be only for the performance of the Trade-in services and limited to the extent necessary to provide such services. We will not record, monitor, reproduce, disclose, sub-license, re-sell or otherwise distribute any of your CPNI, data or content to any person in any form or any manner other than as necessary or appropriate in providing the Trade-in services, or unless required by law, regulation, or court order or as necessary to cooperate with a lawful order or demand of law enforcement officials.
3. We will properly dispose of, or arrange for proper disposal of, any materials collected in performing the Trade-in services. "Dispose" or "disposal" shall include any pre-treatment, treatment (including incineration), recycling, reuse and/or actual disposal of the waste material. Any device you submit to the Verizon Wireless Device Trade-in Program which cannot be cleared of content will be destroyed.
4. A quote will be prepared for your agency based on the number and type of devices as well as the condition of devices you want to recycle. To accept your quote you must review and accept these Verizon Wireless Device Trade-in Program terms and conditions and provide account, payment and shipping information through the web portal¹.
5. Shipping supplies, including a prepaid mailing label, will be mailed to you within 5-7 days of acceptance of your Verizon Wireless Device Trade-in Program quote. In order to be eligible for the values quoted, all devices must be received by the Verizon Wireless Device Trade-in Program within 30 days of this quote acceptance. The value of the devices and the total value of the quote are subject to change based on the number and condition of the devices shipped conforming to the Make/Model listed in the quote. **ALL APPLE DEVICES MUST HAVE THE FIND MY IPHONE ACTIVATION LOCK TURNED OFF PRIOR TO RETURNING YOUR DEVICE TO VERIZON. FAILURE TO DO SO WILL RESULT IN A TRADE VALUE OF \$0.** We will provide you with the reason if a credit adjustment is made to a device due to condition or model change. Your credit will appear on your Verizon Wireless account within 2 bill cycles of the date your devices are received by the Program.
6. All personal information and data must be deleted from your devices prior to submitting them to the Verizon Wireless Device Trade-in Program. Please retain all accessories (including SD and SIM cards) before trading in your devices as these products are not eligible for the Verizon Wireless Device Trade-in Program. **DATA FROM USED DEVICES CANNOT BE RECOVERED, AND ACCESSORIES CANNOT BE RETURNED. DEVICES THAT YOU SHIP TO THE VERIZON WIRELESS DEVICE TRADE-IN PROGRAM CANNOT BE RETURNED TO YOU EVEN IF YOU DO NOT RECEIVE A CREDIT FOR THEM. THE FINAL VALUE OF USED DEVICES WILL BE DETERMINED AT INSPECTION.** For assistance, please call Verizon Device Trade-in Program customer support at 1-877-247-3844.
7. Please verify Device Trade-in availability for your agency under your contract vehicle. Schools and libraries are not eligible to participate in Device Trade-in. **Participation in the Government Device Trade-in Program is subject to approval and acceptance by the Verizon Device Trade-in Program. These terms are not negotiable.**

¹ Please note: In order to complete this transaction, Verizon Device Trade-in Program must share this information with its partner, Hyla Mobile.

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

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

Todd Loccisano
Authorized Agent Signature

Todd Loccisano, Executive Director - Enterprise
& Government Contracts

Authorized Agent (Print or Type)

11/9/15
Date

FOR THE STATE:

William Pemble
Signature

William Pemble, IT Division Director

Name/Title

DTMB Procurement

Enter Name of Agency

12/15/15
Date



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:	If to Contractor:
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	Cellco Partnership d/b/a Verizon Wireless 7600 Montpelier Road Laurel, MD 20723 Attn: State Government Team

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:	If to Contractor:
Mike Breen State of Michigan 525 W. Allegan, 1 st Floor Lansing, MI 48933 and P. O. 30026, Lansing, MI 48909 <u>breenm@michigan.gov</u> 517-284-7002	Shelly Forbes Verizon Wireless Operations 1 Towne Square Southfield, MI 48076 <u>shelly.forbes@verizonwireless.com</u> 810-444-5448

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	
Minimal Limits: \$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	
Minimal Limits: \$1,000,000 Combined single limit each accident	Covering all owned, non-owned and hired vehicles.
Workers' Compensation Insurance	
Minimal Limits: 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	
Minimal Limits: \$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	
Minimal Limits: \$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 NationalAccess 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*
NationalAccess 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 host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions.

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

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