



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **MA24000000033**

CONTRACTOR	CELLCO PARTNERSHIP
	2855 Oak Industrial Dr. NE
	Grand Rapids MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Various	Various
	Contract Administrator	Mecca Martin (517) 230-5694 MartinM42@michigan.gov	DTMB

CONTRACT SUMMARY

Cellular Services - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2024	August 11, 2028	5 - 1 Year	August 11, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$100,000,000.00		\$0.00	\$100,000,000.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 6/1/2026, the following amendment is incorporated into this Contract:

"Accessibility Requirements"

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents.

Starting 4/24/2027, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA."

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Amanda Helfer		HelferA3@michigan.gov
DTMB	Ashley Adrian	517-331-4622	AdrianA1@michigan.gov
MDOT	Ben Popoff		PopoffB@michigan.gov
MDOC	Charly Jeffrey		JeffreyC3@michigan.gov
DNR	Chris Kargel		KargelC@michigan.gov
LEO	Elaine Smith		SmithE64@michigan.gov
EGLE	Elizabeth Worden		WordenE4@michigan.gov
MDHHS	Greg Nye		NyeG@michigan.gov
AG	Kari Anders		AndersK@michigan.gov
MDOS	Kim Metzger		MetzgerK@michigan.gov
MDCR	Mahad Adawe		AdaweM2@michigan.gov
LARA	Michelle Walker		walkerm1@michigan.gov
MiLEAP	Nicholas Gates		GatesN@michigan.gov
DTMB	Phil Adolph		AdolphP1@michigan.gov
DIFS	Ricky Withers		withersr@michigan.gov
EGLE	Sabrina Cunningham		CunninghamS10@michigan.gov
MSP	Skylar Bates		BatesS6@michigan.gov
TREA	William Burns		BurnsW4@michigan.gov



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 Department Technology, Management and Budget
 Central Procurement Services
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CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **MA240000000033**

CONTRACTOR	CELLCO PARTNERSHIP
	2855 Oak Industrial Dr. NE
	Grand Rapids MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Mecca Martin	DTMB
		(517) 230-5694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY

Cellular Services - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2024	August 11, 2028	5 - 1 Year	August 11, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$100,000,000.00		\$0.00	\$100,000,000.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 1/12/2026, the following amendment is incorporated into this Contract per the attached updated Public Safety Plans and Features - Public Safety Mobile Primary Mobile Broadband Unlimited plan 70996 which now costs \$30.00 per month.

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Ashley Adrian	517-331-4622	AdrianA1@michigan.gov
DTMB	Phil Adolph	517-636-4609	AdolphP1@michigan.gov

Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$30.00
4G LTE and 5G Ultra Wideband Data Allowance²	Unlimited
Plan #	70996

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

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

²Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 50 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50 GB 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 maximize high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption services, which are available while on the domestic 4G LTE network. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. 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 plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA24000000033**

CELLCO PARTNERSHIP
2855 Oak Industrial Dr. NE
Grand Rapids MI 49505
Heather Ruckman
989-996-0795
heather.ruckman@verizonwireless.com
CV0007142

Program Manager	Various	DTMB
Contract Administrator	Mecca Martin	DTMB
	517-230-5760	
	MartinM42@michigan.gov	

CONTRACT SUMMARY

Cellular Services - Statewide

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2024	August 11, 2028	5 - 12 Months	August 11, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$100,000,000.00	\$0.00	\$100,000,000.00		

DESCRIPTION

Effective 7/9/2025, the following amendments are incorporated into this Contract per the attached.

This change includes the following:

- Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders
- 4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector
- 5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Ashley Adrian	517-331-4622	AdrianA1@michigan.gov
DTMB	Robert McFadden	(517) 898-5505	McFaddenR@michigan.gov

Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders

Government Subscribers Only

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

Monthly Access Fee	\$36.99
Plan #	61578
Data Allowance in U.S., Canada, Mexico^{1,2}	Unlimited
Domestic Mobile Hotspot	Included
Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands	Unlimited
International Travel Data Allowance – Rest of World[†]	1 MB
International Travel Data Overage Rate - Rest of World	\$10 per 5 GB
International Travel Voice Rate – Rest of World	\$0.20 per minute
Domestic, Canada & Mexico Long Distance Toll Free³	Included
Domestic and International Messaging Allowance⁴	Unlimited

Optional Features

4G Push-to-Talk Plus	\$0.00 additional per month (81295, 81814)
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Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel rates, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. [†]The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600 kbps for data usage exceeding 25 GB 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.

²A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

³Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

⁴Unlimited 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.

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. 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.

*** A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector

Government Subscribers Only

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

Monthly Access Fee	\$36.99
Plan #	61576
Data Allowance^{1,2}	Unlimited
Mobile Hotspot³	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic, Canada & Mexico Long Distance Toll Free⁴	Included
Domestic and International Messaging Allowance⁵	Unlimited

Optional Feature

TravelPass International Service⁶	\$5.00 daily rate (SPO 1115)
4G Push-to-Talk Plus	\$2.00 additional per month (81129/81174)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. 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 this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

¹After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion.

²A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

³Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 10 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas; and, will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

⁴Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

⁵Unlimited 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.

⁶The optional TravelPass International Service feature extends the plan voice, messaging, and data allowances into Canada and Mexico at no additional cost. A \$5.00 daily rate will apply when used in all other Rest of World TravelPass countries. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. 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. For eligible countries, non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international.

*** A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector*

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$65.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to) ¹	200 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Plan #	73757

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE 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. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 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 Wireless 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.

¹Speed Tier Limit represents 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 Wideband 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 the Verizon Wireless 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.

Removing/Sunseting

Custom 4G/5G 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.

Monthly Access Fee	\$39.99 (16807)
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance ^{1,2}	Unlimited
Domestic Messaging Allowance	Unlimited
5G Ultra Wideband	Included (device dependent)

Optional Features

Domestic Mobile Hotspot (4G LTE and 5G Nationwide)	\$5.00 additional per month (76440)
4G Push-to-Talk Plus	\$2.00 additional per month (81129/81174)

NOTE: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB 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.

²A 5G device is required to receive 5G UWB service.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. 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.

***Verizon Wireless will proactively contact Customer to facilitate the plan migration as a brief service outage and device reboot may be required in order for the new plan to take effect.**

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G Unlimited Smartphone Plan for Public Sector

Government Subscribers Only

This plan reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	\$65.00 (23655)
Monthly Access Fee (Discount Applied) (21%)	\$51.35
Domestic Data Allowance¹	Unlimited
Domestic Mobile Hotspot²	Unlimited
Domestic Monthly Minutes	Unlimited
Domestic Roaming and Long Distance	Included
Domestic and International Messaging Allowance³	Unlimited
Optional Feature	
5G Ultra Wideband Bolt-On Feature⁴	\$0.00 (2520)

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

¹After 10 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.

²Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 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.

³Unlimited 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.

⁴The 5G Ultra Wideband Bolt-On Feature requires a 5G UWB-compatible smartphone to provide service in Verizon Wireless 5G UWB network service areas.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number MA24000000033

CONTRACTOR	CELLCO PARTNERSHIP
	2855 Oak Industrial Dr. NE
	Grand Rapids MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Robert McFadden	DTMB
		(517) 898-5505	
		McFaddenR@michigan.gov	
	Contract Administrator	Lauren Stempek	
(517) 243-4008			
StempekL@Michigan.gov			

CONTRACT SUMMARY				
Cellular Services - Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 1, 2024	August 11, 2028	5 - 12 Months	August 11, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		3 Business Days (In-Stock Products)		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$100,000,000.00	\$0.00	\$100,000,000.00		
DESCRIPTION				
Effective 2/14/2025, the Alternate Payment Methods P-Card and PRC that were mistakenly previously unchecked are hereby both added as payment methods and corrected above.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number MA24000000033

CONTRACTOR	CELLCO PARTNERSHIP
	2855 Oak Industrial Dr. NE
	Grand Rapids MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Robert McFadden	DTMB
		(517) 898-5505	
		McFaddenR@michigan.gov	
	Contract Administrator	Lauren Stempek	
(517) 243-4008			
StempekL@Michigan.gov			

CONTRACT SUMMARY			
Cellular Services - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2024	August 11, 2028	5 - 12 Months	August 11, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$100,000,000.00	\$0.00	\$100,000,000.00	
DESCRIPTION			
Effective 10/04/2024, this contract is updated to include additional price plans, see list below and attached Schedule B, Pricing: <ul style="list-style-type: none"> 5G UWB Jetpack – MiFi Unlimited Plans 5G UWB Unlimited Tablet Plans 5G UWB Unlimited Connected Laptop Plans 5G Public Sector 2nd Number Smartphone Backup Plans Please note that the Program Manager for the State has been updated to Robert McFadden. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.			

5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$39.99
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2}	Unlimited
Plan #	80081

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security
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5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$39.99
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2}	Unlimited
Plan #	73977

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Tablet Plan with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2,3}	Unlimited
Plan #	80071

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service.

Video Streaming - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

³**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security
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5G UWB Unlimited Tablet Plan with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2,3}	Unlimited
Plan #	73944

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service.

Video Streaming - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

³**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2,3}	Unlimited
Plan #	80076

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service.

Video Streaming - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

³**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security
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5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance ^{1,2,3}	Unlimited
Plan #	73964

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

¹Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

³**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This 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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G Public Sector 2nd Number Smartphone Backup Plan¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00
Anytime Minutes in US/Canada/Mexico ²	Unlimited
Data Allowance in US/Canada/Mexico ²	250 MB
Data Overage Rate in US/Canada/Mexico ²	\$15.00 per 5 GB
Domestic and International Messaging Allowance ³	Unlimited
Plan #	75132

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual eSIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

¹The 5G Public Sector 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual eSIM capable smartphone that is compatible with the Verizon Wireless network.

²The 5G Public Sector 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

³Unlimited text 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.

5G Public Safety 2nd Number Smartphone Backup Plan¹ (includes Mobile Broadband Priority)

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00
Anytime Minutes in US/Canada/Mexico²	Unlimited
Data Allowance in US/Canada/Mexico²	250 MB
Data Overage Rate in US/Canada/Mexico²	\$15.00 per 5 GB
Domestic and International Messaging Allowance³	Unlimited
Plan #	75088

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

¹The 5G Public Safety 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual eSIM capable smartphone that is compatible with the Verizon Wireless network.

²The 5G Public Safety 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

³Unlimited text 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.

This plan includes Mobile Broadband Priority. 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 plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities



STATE OF MICHIGAN PROCUREMENT

DTMB Central Procurement Services

320 S Walnut Street, Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000000033**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Cellco Partnership d/b/a Verizon Wireless
	2855 Oak Industrial Dr. NE
	Grand Rapids, MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Adrian Ashley	DTMB
		517-331-4622	
		AdrianA1@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
517-243-4008			
stempekL4@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Cellular Services - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/1/2024	8/11/2028	5, 1-year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract replaces 071B5500078. Orders for delivery will be issued directly by the individual Departments through the issuance of a Delivery Order, online, phone or e-mail order. This Contract Agreement is awarded on the basis of the State's inquiry bearing the ITN solicitation number 230000000066			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$100,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) Cellco Partnership d/b/a Verizon Wireless (“**Contractor**”), a general partnership formed in the State of Delaware. This Contract is effective on March 1, 2024 (“**Effective Date**”), and unless terminated, will expire on August 11, 2028 (the “**Term**”).

This Contract may be renewed for up to 5, 1-Year additional Option year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any mutually agreed upon third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) to the extent applicable, comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. In the event of a breach under this paragraph, the State must provide the Contractor written notification of any violation of this agreement and offered 30 days to cure this violation after receipt of notice. Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Cellco Partnership d/b/a Verizon Wireless Attn: Clifton Miller, Jr. 10170 Junction Drive 2nd Floor Annapolis Junction, MD 20701 charles.chavez@verizonwireless.com 714-293-7854

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lauren Stempek stempekL@michigan.gov 517-243-4008	Cellco Partnership d/b/a Verizon Wireless Attn: Clifton Miller, Jr. 10170 Junction Drive 2nd Floor Annapolis Junction, MD 20701 charles.chavez@verizonwireless.com 714-293-7854

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Ashley Adrian Adriana1@michigan.gov 517-331-4622	Cellco Partnership d/b/a Verizon Wireless Attn: Charles Chavez 10170 Junction Drive 2nd Floor Annapolis Junction, MD 20701 charles.chavez@verizonwireless.com 714-293-7854

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient to ensure performance of the Contract. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

See Schedule C

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 0.5% on all payments made to Contractor under the Contract, less applicable sales tax, surcharges, and regulatory fees, including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities).

Administrative fee payments must be made online by check. or credit card at:

<https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Reports should be emailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This 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.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. 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 60 calendar 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 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 discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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 documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Neither party shall have the right to assign this 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 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 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Title and risk of loss pass to the State upon receipt of equipment at address designated on the order. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Contractor will work in good faith to generate invoices which conform to the requirements communicated by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services

purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may

bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State 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.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately, or (ii) 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 25, 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, including any prepaid fees. 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.

Contractor must submit all invoices for Contract Activities accepted by the State within 60 days of the date of termination.

25. Termination for Convenience. The State may terminate this Contract in whole or in part without penalty and for any reason or no 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 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as mutually agreed by the Parties, for State approved Transition Responsibilities.

Contractor must submit all invoices for Contract Activities accepted by the State within 60 days of the date of termination.

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 **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) 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 (d) 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.

26. Return of State Property. Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

27. 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 State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor

will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 28. 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.
- 29. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. 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 Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages, indemnification obligations, or State Data obligations; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.
- 30. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 30 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (that arises during the term of the Contract that might reasonably be expected to adversely affect Contractor's ability to perform under this Contract.
- 31. Reserved.**
- 32. State Data.**
 - a. Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data, user data, and any other data collected, used, processed, stored, or generated as the result of the

Contract Activities; (b) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and, (c) protected health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. Contractor’s misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. Extraction of State Data.** Contractor must, within 5 business days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data.** Unless otherwise specified in a Statement of Work, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in a Statement of Work, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises 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) notify the State as soon as practicable but no later than two business days of 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 or as otherwise required by the State;; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 33** are to be considered direct damages and not consequential damages.

- f. State's Governance, Risk and Compliance (GRC) platform.** Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.
- g. Third-Party Requests.** Contractor will immediately notify the State upon receipt of any third-party requests which in any way might reasonably require access to State Data. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. Contractor must provide such notification within two business days from Contractor's receipt of the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State. Upon request by the State, Contractor must provide to the State, its proposed response to the third-party request with adequate time for the State to review, and, as it deems necessary, to revise the response, object, or take other action.

33. 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.

- 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; or, (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 or is: (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) lawfully 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). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** 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.** Unless otherwise required by applicable law, upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 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. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

34. Data Privacy and Information Security.

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Upon written request, Contractor will cooperate in good faith with the State to discuss remediation of any concerns identified following Contractor's submission of an audit questionnaire to the State as described in Section 34.c.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work

without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

35. Reserved.

36. Reserved.

37. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, copies of all financial and accounting records directly pertinent to the Contract through the term of the Contract and for 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 copies of all financial and accounting records directly pertinent to this Contract. Contractor must cooperate and provide reasonable assistance. If 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 45 calendar days.

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.

38. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner, or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) to the extent applicable, Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 39. 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.
- 40. Compliance with Laws.** Contractor must comply with all applicable federal, state and local laws, rules and regulations in performance of this Contract.
- 41. Reserved.**
- 42. Reserved.**
- 43. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 44. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 45. 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 the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. 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 a "Force Majeure Event"). Each party will use commercially

reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors, except to the extent that the subcontractor's breach or delay arises from a Force Majeure Event. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

48. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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. Contractor will use good faith efforts to resolve billing issues within sixty (60) calendar days after receipt of notification of the dispute. If a billing issue is resolved in the State's favor, Contractor will credit the State within a commercially reasonable timeframe.

49. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

50. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Contract Cover	Contract Cover
Standard Contract Terms and Conditions	Standard Contract Terms and Conditions
Federal Provisions Addendum	Federal Provisions Document is required federally for contracts utilizing federal dollars in total or part to pay for services. Including language for possible future use.
Schedule A	Statement of Work
Schedule B	Pricing

Schedule C	Insurance Requirements
Schedule D	Reserved. (Security Requirements)
Schedule E	Third -party Licensing Agreements and Application Terms

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. UNLESS EXPRESSLY INCORPORATED DIRECTLY INTO THIS CONTRACT, NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

Contractor acknowledges and agrees that the State may utilize funds obtained from the federal government which may have additional contractual requirements. Contractor agrees that, if the State determines that federal rules or regulations require the appendage of specific contractual language to this Contract related to specific types of federal funding, including but not limited to [Title 2 of the Code of Federal Regulations \(C.F.R.\) Part 200](#) and [Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#), Contractor agrees to, through a Contract Change Notice, append such required contractual language to this Contract if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements and comply with the terms set forth therein.

Cellco Partnership d/b/a Verizon Wireless

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 24000000033 / Cellular Services Statewide

This schedule identifies the anticipated requirements of the Contract.

Background

This Contract is designed to contribute to ensuring that the state's communications requirements are met, and that all voice and data networking components and services necessary to perform the business functions of state government agencies are available to each department.

The State of Michigan (State), Department of Technology, Management & Budget (DTMB) and Department of Technology, Management & Budget, Information Technology (DTMB), establishes this Contract to provide wireless products and services including, Cellular, smart devices and services, and Data as defined herein. The Contract is also designed to allow for MIDEAL and associated agencies to utilize the pricing, products and services available.

Throughout the term of the Contract, it is likely that new price offerings must become available. These revisions must be incorporated at the State's option through Contract amendment (Change Notice) if they represent completely new pricing and/or plan structures and/or new technology. Changes to device models and or reductions in pricing for current plans may be provided without a formal Contract amendment to allow for the benefit of improved technology and/or cost savings to be realized immediately.

This Contract is designed to contribute to ensuring that the State's communications requirements are met, and that all voice and data networking components and services necessary to perform the business functions of state government agencies are available to each department.

The cellular voice and data services must, in general, be administered at the State Agency level. Overall program coordination and contract monitoring must be provided by the DTMB Office of Chief Technology Officer.

The State offers no guarantee of the number of subscribers, or usage volumes resulting from this Contract. The State reserves the right to procure equipment and services from any of the Contracts executed for these purposes at the discretion of the State. Contractor is expected to conform to State and DTMB policies, procedures, and standards. Contractor must comply with all security standards and the security access requirements for individual State facilities.

The links below provide information on State of Michigan IT strategic environment, policies, and standards.

Strategic Plan:
[Michigan IT Strategic Plan](#)

Scope

Coordination with State Agency Smart Device Coordinators (SDC)s.

1. Contractor must be expected to coordinate most contractual activities with State Agency Smart Device Coordinators (SDC) and wireless coordinators. The State must provide a list of SDCs and wireless coordinators.
2. After receiving the list of SDCs and wireless coordinators, the Contractor must take orders and make changes to State accounts (excluding local and city accounts) only from these individuals and assumes liability for costs incurred by accepting a purchase from an unauthorized person.
3. Contractor acknowledges and agrees that the State must bear no liability on Contracts entered into for purchases by non-State Authorized Personnel, which liability the State expressly disclaims.

With regard to non-State Authorized Personnel, Contractor agrees to look solely to the respective contracting party for any rights and remedies. Contractor must work with the State of Michigan to establish a mutually acceptable process to address issues regarding resolution of non-compliant orders. Contractor must maintain an on-line account profile for the State of Michigan account that documents authorized representatives, as well as other specifics of the account. Contractor strives to accept orders for new service and equipment only from the authorized State of Michigan representatives as reflected in the account profile. This minimizes the possibility of having unauthorized subscribers requesting government liability services. Contractor must reasonably work with the State of Michigan to resolve any issues arising from any erroneously submitted unauthorized orders.

Cellular service includes wireless voice and text transmission. Cellular voice and Push-to-Talk (PTT) service includes wireless voice transmission with two-way PTT functionality. Data service includes wireless data transmission for e-mail and Internet access and Application Services. Equipment includes, but is not limited to, all equipment necessary to use the cellular voice, text, and data (e.g., handheld voice devices, wireless PC cards, Smart devices, tablets and notebook devices, wireless modems, car kits, hands free kits, Bluetooth accessories, spare batteries, chargers, cases, belt clips, etc.). Each Application Service must first be approved by Agency Services and Cyber Security Services, both by Agency utilizing Application, prior to being added to the contract.

The State has defined the requested services in the following service packages:

- a. Packages for standard voice and data offerings associated with cellular service, primary use being person-to-person voice and text communication. This category also includes packages for Smart devices.
- b. Packages for standard cellular voice service with text and optional data services at no additional cost.

- c. Packages for wireless PC data cards, MiFi devices and, associated service, and data services used in conjunction with standard voice and data packages listed above.
- d. Packages for fixed wireless data services, wireless routers, repeaters, extenders, both in-building and outdoor applications. In-Building applications must be pre-approved by ordering entity SDC or designee and must have internal Agency Services and Cyber Security approval.
- e. Tablets, Ultrabooks and similar devices.
- f. Packages for data only equipment and services, including unlimited usage.
- g. Machine to machine equipment and service packages.
- h. Plans and packages structured to meet the following service management options:
 - Individual plans
 - Pooled/shared plans
 - Emergency only, including flat rate plans
 - Data Only plans

Refer to Schedule B, Pricing for Pricing information and item specific details and requirements.

Requirements

A. General Requirements

1. Product and Service overview

The Contractor must provide the following:

- a. Contractor must provide the following to the State of Michigan and its associated agencies:
- b. Basic cellular voice/text service and equipment with optional data service
- c. Cellular voice/text with optional data service
- d. Cellular PC data cards, MiFi, hotspot tethering enabled devices and associated service
- e. Fixed wireless routers, repeaters, extenders
- f. Smart phones and associated voice and data services.
- g. Tablets, Ultrabooks, and similar devices and associated services.
- h. Modems.
- i. In-building repeaters and extenders
- j. Web-based catalog and ordering

- k. Package options reflecting high use plans to expedite ordering process for products and services ordered routinely.
- l. Billing with electronic detail for analysis and management
- m. Customer service and support
- n. Inventory and usage reporting and optional consolidated billing
- o. Training
- p. Transition services

Refer to Schedule B, Pricing for details brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

1.1. General Service Requirements

Contractor must provide the equipment, services, customer support/service, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

- a. Contractor must adhere to all applicable local, state and federal regulatory agency laws, standards, and requirements.
- b. Contractor must maintain service and quality levels at or above industry standards so as to minimize impaired services, low transmission, transmission interference, and similar deficiencies. See Service Level Agreement section.
- c. Contractor must not charge the State for minutes of use on Ineffective Attempts (IA) and Lost Calls (LC). An Ineffective Attempt (IA) is defined as an unsuccessful attempt to establish a service connection when originated by the mobile device. The IA metric is an all-inclusive metric that encompasses blocked calls, and other network interface issues that may result in a failed attempt to establish service with the wireless network. A Lost Call (LC) is defined as an uninitiated termination of a voice call or data connection after service has been successfully established. The LC metric takes into account several factors, including RF conditions that may contribute to the loss of a service connection with the wireless network.
- d. The Contractor must not attempt to hold the State responsible for personal cellular and wireless account charges incurred, or any actions resulting from improper or illegal use of wireless equipment / accessories acquired under this Contract, or on service accounts established for personal use, as opposed to accounts established as State business accounts.

For personal wireless accounts established under the employee savings option offered through this contract, employees must be personally responsible for all charges incurred on their individual accounts.

Contractor must offer price plans based on line attainment tiers as well as offer unlimited plans. The State may participate in the proposed pricing on a government liable basis.

In order for the State of Michigan's employee subscribers to take advantage of negotiated discounts to consumer plans made available under this Contract on an individual liable basis (referred to as "employee subscribers"), they must meet the requirements of the Contractor Employee Program.

An employee of the State of Michigan must bear responsibility for all charges incurred on their individual account when the employee's account is registered under the agreement executed between the State of Michigan and Contractor and the account is set up in the employee's name. Further, the State of Michigan's employees may obtain wireless service and equipment from Contractor for their personal use at the rates and under the terms and conditions offered by Contractor to consumers, provided each such employee executes Contractor's retail service agreement. The Employee Program requires proof of employment with the State of Michigan. State of Michigan Employees qualify for a 19% discount off of eligible consumer plans. Certain individuals purchasing under the Contract may be eligible for Contractor's Teacher and/or First Responder discounts on their individual liable lines of service. Speak with the State's Contractor representative for discount program details.

- e. Customers accessing service under the ensuing Contract(s) for business purposes must not be subject to any financial/credit application, nor be denied service of any nature. An employee of the State of Michigan utilizing wireless service under the scope of the agreement executed between the State of Michigan and Contractor whose account is set up in the State of Michigan's name, and for which the State of Michigan bears responsibility as a government-liable line, must not be subject to a financial/credit application.
- f. All equipment must comply with applicable published safety standards including, but not limited to:
[Radio Frequency Safety](#)
- g. New Materials Required
 - All materials and equipment delivered and/or installed under this Contract must be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Customer may receive a Certified Like-New Device ("CLNR") as a warranty replacement. Contractor must notify the State when providing CLNR warranty replacement.
 - Equipment ordered for a new or upgrade line must be new equipment.
 - Where two or more units of the same class of materials and/or equipment are required, the units must be the products of the same manufacturer whenever possible.
- h. Contractor will handle a major service disruption or a disaster causing an outage in accordance with best practices which may include the following :

Contractor's Crisis Response Team (V-CRT) may provide the following support in the event of a major service disruption or disaster causing an outage:

- Deployment of network asset(s), when and where available
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Verizon Security Assistance Team
- One phone number (800.981.9558) to call in a crisis situation.

1.2. Existing Hardware Compatibility/Replacement Requirements

- a. At the State's discretion, the Contractor and/or subscriber must be allowed to use existing equipment under the new contract where feasible.

Existing Contractor subscribers can utilize services offered through Contractor. However, select calling plans may require digital service and devices capable of receiving such service.

Cellular phones owned by the State of Michigan can be retained provided:

- i) the user equipment is compatible with Contractor' network and calling plan chosen,
- ii) equipment has approved hardware/software, and
- iii) unlocked by the current carrier

Subscribers that do not have compatible equipment must obtain new equipment.

- b. Subscribers may take advantage of any available promotional equipment offers for activation of service under this Contract. If a new phone is required, all materials and accessories originally packaged in the box by the manufacturer must be included.
- c. Equipment made available under the Contract is Open Market as device pricing and availability are subject to frequent change. Upon request, Contractor must specify current promotional equipment and accessory offers available to the State. Updated equipment and accessories can be found on Contractor's My Business Account Web Portal.

1.3. Cellular and Wireless Coverage

Contractor service area coverage maps are available using Contractor's online Coverage Locator tool at <https://www.verizon.com/coverage-map/>. The maps rendered show approximations, based on Contractor's internal data, of where coverage for various services is available.

- A. Contractor must offer free business tools and support for international travel. The following are current business tools available to authorized Account Managers/Users:

1. My Business Account Web Portal– provides access to add, change or remove specific global features on their account. Please note: It is recommended backdating the Global Data Feature to the beginning of the bill cycle and not the beginning of the trip to maximize the data allowance.
2. Global Website with Interactive Maps - The Global Website is a one-stop shop for all global information including interactive coverage maps. This tool can be accessed at verizon.cellmaps.com/.
3. Trip Planner - Trip Planner is a free online resource your employees can use to learn what their global wireless needs are before they leave for their trip including pricing, plan options and coverage. Trip Planner can be accessed at www.verizonwireless.com/triplanner
4. Self Serve Portal - The Self Serve Portal enables your employees to best predict what their global use must be. For employees who use data frequently in the U.S., they can review their average data usage so they can have a realistic estimate. Self Serve Portal can be accessed at: <https://mblogin.verizonwireless.com/account/business/login/unifiedlogin>

B. Continuation of Service Coverage

Throughout the term of the contract the Contractor will provide service coverage in accordance with the contract terms and network performance capabilities.

C. Performance Testing Period

1. The State of Michigan’s subscribers can try Contractor service, including MiFi’s for 30 days, and if the service is found to be inadequate or unacceptable, an individual subscriber line may be terminated and the calls made must be credited to the account except as outlined below.
2. Contractor agrees during this performance testing period, that the subscriber may cancel service if coverage and/or service is not acceptable (e.g., consistently dropped calls, poor signal strength, call quality, or pages not received) and must incur no activation charges or termination penalties.
3. Charges eligible for credit when service canceled within 30 days of activation:
 - i. Activation fee (only Employee Liable lines (lines on personal accounts) are charged Activation fees).
 - ii. Monthly Access for Voice and/or data Plan
 - iii. Per-Minute charges after exceeding plan minute allowance
 - iv. Federal Universal Service Fund surcharge
 - v. Administrative Charge surcharge
 - vi. Early Termination Fee (only Employee Liable lines are charged termination fees as this does not apply to State or MiDeal plans)
 - vii. All applicable taxes associated with the above charges Charges that must remain the State’s (users) responsibility:

- viii. Data charges *
- ix. (* Data charges include: Text, Picture & Video Messaging, including any messaging Bundles; applications (Ringtones, Wallpaper, Games, Mobile Web); Video, Music and Mobile TV, including any daily or monthly access charges; navigation applications; and Email.
- x. Supplemental services *
- xi. (* Supplemental services include charges such as roadside assistance services, insurance, warranty extension and detailed billing.)
- xii. Directory assistance
- xiii. Roaming charges
- xiv. Separately billed long-distance charges
- xv. Contractor surcharges (only federally mandated)

It may take up to 60 days for all test device credits to appear on the State of Michigan's account. Any credit balance must be refunded within 4–6 weeks.

- 4. Contractor must provide a full refund for purchased equipment that is returned during the performance testing period.

1.4. Coverage Outages

1. Planned Outages

Using the Network Event Notification Program, Contractor will notify the State's Designated Program Manager and the SDCs, identified by the State and enrolled in the program, at least two (2) weeks in advance of any planned service outages and/or scheduled maintenance.

The State of Michigan may receive notifications based on geographic region of operation.

A. Notification Process of Planned and Unplanned Outages

Contractor's Network Event Notification (NEN) Program is a service that provides information about planned and unplanned network maintenance, ongoing updates and issue resolution for affected services. Network event notifications are issued by email and are maintained online through a self-serve NEN portal that can be accessed through My Business for up to four weeks.

Event enrollment is available for covered services, which are continually being updated, and notifications are issued when the selected service is operating below normal thresholds. NEN services may include 4G LTE, 5G Services (Network), Amazon Web Services (AWS) – Multi-Edge Compute, Call Processing, Enterprise Messaging, HD Voice, Internet of Things (IoT), Push To Talk Plus, Verizon Wireless Private Network and others. The State of Michigan may choose to receive notices based on its selections.

Network event notifications will be issued for the State of Michigan's identified services providing information about planned and unplanned maintenance events that may impact Verizon's wireless service(s).

Below are the four types of unplanned network event notifications:

- Initial: Sent when the disruption is confirmed
- Update: Sent every half hour until the service is restored
- Restored: Sent when the issue is resolved and service is restored
- Informational: Sent when it has been determined that a brief service disruption occurred on the network but was resolved before an alert was issued

Contractor will provide an update when the unplanned network event is resolved. Both planned and unplanned event notifications include the following information: :

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g. 4G LTE, Enterprise Messaging)
- Affected Location (e.g. Flint, Michigan)
- Affected Counties (e.g. Alcona, Branch, Calhoun, Cass)
- Tracking Number (e.g. 123456)

1. Planned outages and the associated notifications to the State of Michigan are sent at least two (2) weeks prior to the planned event. However, in the event of a critical change that is required for proper network operation, the notification window may be less than three business days. In these cases, Contractor must make every attempt to notify the State of Michigan as soon as possible.
2. Unplanned outage notifications will be sent to the State of Michigan when Contractor receives confirmation that there has been an unplanned disruption of service on the Network Operations Center (NOC), generally within 60 minutes of outage.

1.5. Package Requirements

A. Package Features for Voice, Data, Combination and Data Only

Equipment & Services – Contractor must provide the following features and services regardless of the device or plan selected:

1. Owners manual

Equipment manuals are available on the Contractor's website (<http://www.verizon.com/support/simulators/>).

2. Voice mail

Contractor's Voice Mail service allows callers to leave a message when the cellular number they have called is in use or unavailable. The service gives subscribers the option to either record a greeting in their own voice, or simply record their name to be used in a standard system greeting. Callers are able to designate their message as "urgent," and if they do so, then these messages must float to the top when they are being retrieved. Subscribers are also able to retrieve messages from any touch-tone phone.

3. Caller ID

Caller ID allows cellular subscribers to see the telephone number of an incoming caller or text author (for all unblocked numbers). Based on this information, subscribers can then make the decision to either answer the call or leave it unanswered and perhaps default to Voice Mail. This service is available to subscribers with specific equipment.

4. Message Waiting Indicator

Message Waiting Indicator, is used in conjunction with Caller ID and voicemail to provide visual ability to see who called and enables notification of awaiting voicemail messages. If phone is powered off, the indicator will activate when the phone is turned on.

5. Conference Calling

Conference Calling allows the subscriber to speak with two or more parties at once while on a wireless phone call. Airtime and other charges, which may include toll or long-distance charges, apply for all parties during the conference call.

6. Internal directory

All Contractor handsets have an address book/contact list tied to a backup application that can be managed by the State user of the phone.

7. Call waiting

An alert tone announces an incoming call when a cellular subscriber is already on the phone. After the subscriber hears the tone, the subscriber has approximately 30 seconds to answer before the second caller hears a standard message or is forwarded to the subscriber's voice mailbox. If the subscriber answers the call the first call is put on hold while the second is taken.

8. Call forwarding

Call Forwarding (not available in all areas) enables calls to be transferred to another phone number. The subscriber's wireless phone will not ring. Airtime and other charges, which may include toll or long-distance charges, may apply.

9. Call log including missed calls, dialed calls and received calls

A visual indicator on a digital equipped handset indicates a new message has been delivered to a subscriber's voice mailbox when within home service areas of Contractor. This feature is included on all Contract phone devices.

10. Battery status

Contractor provides a battery with each equipment model purchased. The amount of talk time varies depending upon the equipment. Battery status is indicated on the handset.

11. Indication of service (none, roaming, home)

A "Roaming" indicator displays when the device is outside the Home Area. Some wireless devices can be set to Home Only to block data roaming (see the User's Guide) to prevent accidental roaming charges, if applicable. Each digital handset also has an indicator that displays service strength.

12. Detailed billing

Contractor can provide the State's designated contacts with summary invoicing, which indicates consolidation of subscriber usage for a customer's billing account into a summary bill. This includes a breakdown/summary of all user charges for that billing period, as well as a grand total for the entire account. Payment responsibility for State of Michigan liable accounts remains with the State of Michigan.

Contractor must, upon request, review an individual subscriber's usage versus available calling plans, to ensure that the most appropriate calling plan available to the subscriber is employed according to this review.

13. Users who get disconnected by Contractor's wireless network from a call in their home rate and coverage area should attempt to redial. If the same number answers within five minutes the users may call us within 90 days and be given a one-minute airtime credit. Dropped call credits are only issued if the user has exceeded their airtime/data allowance. Credits are not issued for interruption in data service.

14. Multimedia Messaging Services

Contractor offers Multimedia Messaging. Multimedia Messaging provides subscribers with the ability to send and receive pictures and videos from the subscriber's device to compatible devices and email addresses. Most current devices have the capability to send pictures and videos. Subscriber is solely responsible for complying with all applicable laws, regarding camera/video phone use. messages using a digital phone with an embedded camera. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions.

15. Text messaging (also called SMS or short message service)

Text Messaging is the two-way short messaging service (SMS) designed for use throughout Contractor's wireless network via an end user's wireless device. There is a 160-character limit, which includes the address (email or MDN) indicated by the sender and the message content. Message length may vary depending on

other system and equipment factors. Steps to send a text message will vary by make and model of the phone. Please see users device's online manual for details. Contractor makes every effort to deliver the message to end users of other wireless carriers; however, once the message leaves Contractor's network Contractor cannot guarantee it will be properly delivered.

16.E911 Capabilities

The Federal Communications Commission (FCC) requires wireless carriers to provide Enhanced 911 (E911) call identification capability when requested by each of the state/local Public Safety Answering Points (PSAPs) nationwide (most are arms of local government).

Basic 911

Contractor provides Basic 911 call routing throughout Contractor's nationwide wireless network. However, with Basic 911 service, PSAPs cannot automatically read the mobile device number of the caller or their location and need to rely on the caller to provide this information. The FCC Basic 911 rules require wireless carriers to route all 911 calls to designated emergency call takers, the PSAPs, without procedures intended to identify and intercept calls from non-end users.

Enhanced 911

The FCC's Phase I E911 rules require wireless carriers to provide PSAPs with the telephone number of the 911 caller and the location of the cell site and sector used to originate the 911 call. Phase II E911 rules require wireless carriers to provide the telephone number of the 911 caller automatically and a more precise location information.

Contractor has successfully implemented extensive network components, purchased modified handsets and completed a complex series of tasks associated with providing enhanced 911 Phase I and Phase II location services to Public Safety.

911 calls made from end users' E911-capable handsets to 911 call centers that have not upgraded their systems or made E911 service requests to Contractor, will go through to the call center, but will appear with only the data the PSAP is capable of receiving.

Text to 911

Contractor is compliant with all FCC's rulings on text-to-911. This feature is currently available in areas where the local 911 call center has installed the appropriate upgrades to accept text messages.

Note: Contractor does not support the use of *77 to reach local law enforcement or emergency services.

a. Portability Process and Requirement(s)

When number portability is requested, the receiving carrier (Contractor) must assign and provide a work order number to the new User to enable the User to check on port request status.

Local Number Portability (LNP) enables wireless subscribers to retain their mobile numbers when switching their wireless service providers.

To port lines to Contractor, a subscriber must provide the billing name and address, the account number from the old carrier and their organization's federal tax ID number. It is important that the existing service not be cancelled before Contractor begins the porting process. Once Contractor has all of the required information, Contractor must submit the port requests for those lines to former carrier.

Any number that a subscriber wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and Contractor must be licensed to provide service in that area) and the number must be active with the old wireless carrier.

A single wireless-to-wireless port is typically accomplished between four 4 hours and one (1) day. Landline-to-wireless ports typically occur within two (2) and ten (10) business days. Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old wireless carrier.

During the porting process, subscribers may temporarily have “mixed services” or no service on their handsets while the Mobile Telephone Number (MTN) is being transferred between carriers. Contractor cannot provide service until the MTN has been activated on the Contractor network. At the same time, the incumbent carrier may have disconnected service from the incumbent network.

Contractor does not charge a fee for porting numbers to or from their service. Any subscriber who ports a line from Contractor to another carrier must be responsible for any accrued charges.

b. Directory Assistance Service

Contractor provides an enhanced directory assistance service with automatic connection, 411 SearchSM. This is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call. 411 Search is available in most Verizon wireless markets by dialing 411 + SEND, See Schedule B for pricing information.

Subscribers can also request to have the requested information sent to their device via text message. If the customer has a messaging bundle, see Schedule B for pricing. If the customer does not have a messaging bundle, there is a one time fee, see Schedule B for pricing.

c. Manage Features/Blocks

Ability to select features to “turn on or off” at the point of ordering the device.

The State requires the ability to block use of the optional services at the Agency level and phone level. Contractor provides third party solutions that are available to further restrict devices. Contact the State Contractor Account Manager for further pricing details and setup.

d. Handsets

Handsets provided by the Contractor will ship with any accessories provided by the equipment manufacturer and may include :

1. USB Cable

Handsets include Bluetooth capability. Bluetooth and wired headsets, belt clips, and cases (collectively "Accessories") are available for purchase from the Contractor.

2. Trial equipment can be provided under a separate trial agreement; otherwise, the 30-day performance testing period applies.

1.6. Optional Features/Applications

Contractor's standard communications solutions may use applications, technologies and devices of many third parties. Most of these are provided under the terms and conditions of the Contract. However, certain features, applications, and devices described may be provided by third-parties and may be subject to acceptance of their applicable terms and conditions. Contractor assumes no responsibility for these third-party providers as our personnel or agents.

- a. GPS-based location services to track the phone's location.
- b. Navigation Systems – allow users to map their location, find nearby points of interest, and get audible turn-by-turn directions right on their wireless handset. Navigation systems are available from either the Google Play Store or Apple App Store at no additional charge.
- c. Voice Activated Dialing, which allows the user to dial a telephone number by speaking the name or number into the handset, is available on some devices.
- d. e.SIM Cards/Dual SIM, An eSIM is a digital SIM embedded inside a device that allows a user to connect with a cellular network. The eSIM eliminates the need to insert a physical SIM (pSIM) into the device. A wireless device may be pSIM only or eSIM only. Dual SIM devices may have 2 pSIMs, 2 eSIMs or a combination of 1 pSIM and 1 eSIM.

Contractor offers handsets and other accessories that support Bluetooth technology. See individual plans for package features.

1.7. Mobile Private Data Network Mobile Private Network allows customers to extend their internal networks anywhere the Contractor's wireless network reaches without compromising network management and control. Mobile Private Network creates a secure connection between the Contractor's Network and the customer's internal computer network.

- Each customer's traffic is isolated from public and other private communications, ensuring greater security and performance.
- Traffic flows from a wireless device to a radio tower and into the private network. Connections can be made between Contractor's network and the customer's internal network (i.e., intranet) through the following:
 - Verizon Business Private IP Multi Protocol Label Switching (MPLS) network
 - Fixed End System (FES) dedicated circuit (point-to-point Ethernet)
 - Virtual Private Network (dedicated virtual connection)
 - Wireless to Wireless (0 Tunnel)

1.8. Standard Plan Charges and Contractual Features

A. Rate - Contractor must provide the following:

- 1.** Rates that include activation, access, roaming and domestic long distance, plus the base phone charges.
- 2.** No charges for unanswered calls.
However, in certain Contractor Areas, subscribers may be billed at normal airtime rates for calls that ring for 60 seconds or more, even if such calls are busy or unanswered. Unanswered or busy calls to certain fax machines or data modems may incur charges.
- 3.** Unlimited calling options, see Schedule B, Pricing.
- 4.** Free nights and weekends to start at times noted
Contractor offers a package, which allows the subscriber to make or receive a call in a calling plan's home airtime area during the evening and weekend hours published by the Contractor without using the plan minutes.
- 5.** Specific to certain price plans, domestic long distance is included when placing calls in the home airtime rate and coverage area Contractor has provided its rates with select calling plans.
- 6.** Unlimited voice, text and data options available.
- 7.** Fixed rate for duration of the Contract for high volume use plans.
- 8.** Fixed discount for the duration of the Contract for equipment and services.
- 9.** No activation fees.
- 10.** No early termination fees (ETF).
- 11.** For calculation of tiered/volume pricing/discounts SOM and MiDEAL usage must all be applied to totals.
- 12.** Annual "true up" or "right size" services available and provided upon request.
- 13.** Online ordering available.
- 14.** Online access to plan/line detail to authorized Agency Cellular/Wireless Coordinator(s) for plan management.
- 15.** Device options for new and upgrade eligible lines of service are available at no cost to the State; one no cost basic cell phone, one no cost smartphone, or no cost MiFi. No cost devices offered must be compatible with Contractor's wireless network.

1.9. Voice Priority Services

A. Wireless Priority Service (WPS)

In the event of a natural disaster or emergency, Contractor must provide priority voice cellular service to qualifying State employees with critical job duties that are responsible for responding to such events. Priority access is made available to subscribers with a qualifying NAICS code and/or those who otherwise qualify for WPS. Priority access is defined as giving qualified State authorities, in times of emergency, access to a Contractor's network ahead of the general public.

National Communication System (NCS) of the Department of Homeland Security has developed national Wireless Priority Service (WPS). WPS is a federal program that must provide the benefit of priority network access for certain government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

2. Based upon the disaster or emergency, the agencies or entities include, but are not limited to, law enforcement (both state and local), Governor's office, Michigan Department of Environmental Quality, Michigan Department of Transportation, Michigan State Police Emergency Management and Homeland Security Division, Michigan Department of Community Health, Office of Public Health Preparedness and other first responders. This list is not all inclusive.

During times of emergency, WPS must give qualifying emergency service personnel – including federal, state and local government officials, law enforcement agencies and designated private sector responders – priority in placing calls. While priority calls do not preempt calls in progress, WPS must allow authorized users to gain priority access to the next available wireless channel, thereby increasing their probability of call completion during an emergency. Calls placed by individuals without priority access must still be given access to the network.

To take advantage of WPS on the Contractor's wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify the Contractor that the official has been approved for WPS and that the service can be added to the user's account. Users may also contact their Verizon Account Manager or the WPS Activation and Support department at 877-262-2950 for further information.

Equipment Requirements:

- Smartphones and Basic Phones must support WPS CDMA and HD Voice.
- Mobile Telephone Number must be provisioned with WPS CDMA.

Please note: Devices that currently do not support CDMA will not support WPS.

WPS is a feature added after the initial voice plan order is complete. WPS minutes do not deduct from any plan allowances - WPS charges are in addition to your voice plan. Intercarrier roaming with other WPS carriers is supported with certain carriers [Sprint, Cellcomm, CSpire and US Cellular only].

Additional information regarding the WPS program can be obtained by visiting <https://www.dhs.gov/wireless-priority-service-wps>

B. Network Factors and Push to Talk Management

Push to Talk Overview

Push to Talk Plus (PTT+) provides instant walkie-talkie style communication on Contractor's network. It has interoperability on other networks, or it can be used over Wi-Fi to contact an individual or a group with the push of a button.

Please Note: If a user has 3G (CDMA) PTT devices and services on the account and upgrade to 4G/5G devices, the user will need to reconstruct their talk groups on these 4G/5G devices.

PTT+ Benefits and Features

- Near instant communication and easy set up
- Voice: PTT+ provides high quality voice communication.
- Available on a wide variety of devices, including tablets: Customers can choose from connected Apple and Android tablets.
- Land Mobile Radio (LMR) interoperability:
 - Interface PTT+ with existing LMR networks and devices, this allows a business/public sector the flexibility to expand its communications network without incurring the additional capital expense associated with purchasing additional radios
 - Compatible with many third party radio gateway products
 - Interconnect with LMR/Professional Mobile Radio (PMR) to extend network coverage
 - Verizon PTT+ Dispatch console is a solution for your mobile PTT+ workforce. Utilizing push-to-talk communications dispatchers can monitor, record, geo-locate or communicate to their mobile PTT+ teams to improve response times, and increase employee productivity

Push to Connect Functionality

- Customers using smartphones, tablets or basic phones can leverage Push to Connect to:
 - Secure messaging (text) using AES 256 encryption
 - 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
 - Group Roles allow a business to set up specific ways an employee can use PTT+.
- Roles are managed within Enterprise Contact Management:

- Broadcast Group: A single user can communicate to a group of up to 500 members. Broadcast groups are created within the online PTT+ portal. These are meant to be outgoing/broadcast one-way communications. Use case is to communicate a shift change message, non-urgent building message, etc. Certain members of the group have this ability and they will not be preempted by another broadcaster while speaking. Group members will hear the call even if Do Not Disturb is turned on.
- Talk Group Scanning & Priority: Listen to and monitor only the talk groups that you want. When Talk Group Scanning is enabled, you will hear communication activity from only the talk groups that you select (up to eight) and nothing from those you don't. For the most important talk groups, you can set up to three to have Talk Group Priority that allows talk activity on those talk groups to override and interrupt talk activity on any talk group set to be scanned
- In-Call Talker Override (Talker Priority):
 - Internal contacts within a PTT+ group may have 1 of 2 Talker Priority roles: Supervisor or Participant
 - The Supervisor role allows a contact to "take the floor" in an active group call to help keep PTT+ group calls on task and productive
 - Please Note: When groups have both PTT and PTT+, the ability to assign and use Talker Priority is lost. Since Talker Priority is a PTT+ function, it is not supported in a mixed group
- Cross Carrier enables a customer who has Verizon services as well as services from other carriers (e.g., AT&T, T-Mobile) to have the PTT+ application loaded on both their Verizon devices as well as devices from other carriers. This functionality enables us to provide PTT services across a customer's entire organization with a carrier grade PTT solution, rather than bringing in another vendor (Over the Top solution) to provide this functionality.
 - All new versions of tablets and cross carriers will need a user ID and password to login. This includes any existing user that downloads the latest version of the software. This will allow the user to use any tablet or cross carrier device for PTT+.
- Late Join and Rejoin on Group Calls:
 - Late Join: Allows participants to join a group call late, even if joining at the call initiation was not possible
 - Rejoin: Allows participants to drop and rejoin ongoing group calls
- Presence for Individuals and Groups: This feature allows participants to view participants available to chat:
 - Contacts on the list are viewable on the screen of each PTT+ participant's phone
 - Presence is not real time; Presence contact data is updated when a participant accesses the PTT service
 - The PTT+ server pushes out an update every 30 minutes
 - If Presence does not work, the Unknown status will display. Customers can choose to alert the party with whom they would like to communicate

- Usage Reports: Customers are now able to view PTT+ usage through the Push To Talk Product Tool in the online portal
- Call-Me Alerts: Send a Call-Me Alert, even when a PTT participant's Presence is set to Do Not Disturb
- Network Timer: The application reconnects to the server more frequently (maximum of 40 seconds), which decreases the chances of losing PTT service

Please Note: PTT+ does not currently function on private networks.

Enterprise Contact Management (Push to Talk Tool)

Enterprise Contact Management (ECM) improves the PTT+ user experience by providing a solution to manage large contact lists from a single website interface. The Enterprise Contact Management website offers these benefits:

- Efficiency: Enable one point of contact to manage your organization's group and individual PTT+ contact lists
- Delegation: Delegate management (add, edit and remove functionality) of contact lists and group members to additional team members as needed
- Ease of Use: Compile a comprehensive list of users and contact lists into a simple, easy-to-use Web interface
- Convenience: Maintain personal contact lists; Administrators maintain company contact lists and groups
- Increased productivity: Push contacts and groups to all devices, which eliminates the need to update contacts or contact lists individually

You can designate one or more Administrators to manage the PTT+ contact lists of employees within your organization. Administrators have the ability to manage large PTT+ contact lists via a single website interface with a single user name/password. The Administrator does not require a wireless number to manage the enterprise contact list – no more creating log-ins line-by-line to set up users within an account. In addition, administrators can make changes to multiple lines at the same time, eliminating the need to update contacts one-by-one.

Super Administrators can perform the following functions on the Enterprise Contact Management website:

- View a list of the PTT+ users within the organization
- Manage PTT+ individual and group lists of users within the organization
- Create a list of PTT+ contacts outside the organization [such as vendors, clients, suppliers]
- Assign additional Administrators as needed

If your employees have been provisioned with the PTT+ Enterprise Contact Management feature, they have the ability to view [but not modify or delete] individual and group contacts created by the Administrator.

Verizon PTT+ Dispatch Console

Verizon PTT+ Dispatch console is an affordable, easy to use solution for your mobile PTT+ workforce. Utilizing push-to-talk communications dispatchers can monitor, record,

geo-locate or communicate to their mobile PTT+ teams to improve response times, and increase employee productivity.

- Large Call Groups
- Pre-defined groups: PTT+ group calls with up to 250 participants when the entire group is using PTT+
- PTT+ contact assignment limit is 1000 for PTT+ and 500 for PTT
 - Ad hoc groups: Groups with up to 10 participants
- Broadcast calling:
 - PTT+ group calls with up to 500 members
 - Broadcaster (initiator) is the only one who can speak on the call

Group Advanced Features

Add on features to Push to Talk Plus.

Optional Group Advanced functionality is available for PTT+ to improve collaboration and enable a better overall experience. The Group Advanced features include:

- Large Groups: Increased group sizes up to 3,000 members
- Urgent Calling and Alert: Urgent calling can be initiated 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 will display on the map
 - Either the Initiator or 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 a new PTT+ Group Advanced Dispatch software license.

Please Note: Push to Talk Group Advanced requires PTT+. PTT+ Group Advanced will work with the optional LMR feature/functionality.

Group Command Features

Add-on features to Push to Talk Plus.

Optional Group Command functionality provides instant communication capabilities with advanced functionality intended to enhance the experience and capability of customers to help manage emergencies beyond simple push-to-talk communications. These features 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: Temporarily remove a device from a group conversation
- Includes Group Advanced functionality (large groups and urgent calling)

Equipment & Pricing

PTT+ is available on a broad range of devices, including select basic phones, select smartphones as well as select iOS and Android tablets. Pricing depends on the service options selected.

1.10. Plan Feature Exclusions

The Contractor must provide at a minimum but not limited to the following blocking features to compatible lines of service: blocking international calling and line porting. In addition, the following self-service features are currently available on compatible lines of service:

- **Block Text Messaging**
- **Block Video Downloads**
- **Block App Downloads**
- **Block Video Downloads**
- **Block In-App Purchases**
- **Block Messaging (Blocks ALL messaging)**
- **Block Text Messaging (Blocks just text messaging)**
- **Block Picture and Video (Blocks just picture and video messages)**
- **Block Mobile Hotspot**

In addition, Third-party billing is not supported by Contractor; therefore, incoming collect calls and outgoing calls to 900 or 976 numbers are not supported.

2.0 Specific Standards

2.1 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. Contractor agrees to work with the State in good faith to identify and resolve any issues of accessibility of its products or services in accordance with applicable law. All applicable websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 in accordance with applicable law.

2.1 Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the applications services are accessible via mobile devices.

3. Application Services

Prior to Application Service additions to this Contract, there will be internal State Agency reviews for security compliance and may result in additional Contract Terms added to this contract.

See Schedule B, Pricing for details and requirements for each Application Service.

4. Warranties, Recall Procedures, Replacement and Loss/Stolen Equipment

- a. Contractor represents and warrants that it has the right to provide the Services and the wireless equipment to be provided under the Contract.
- b. Contractor represents and warrants that all services and wireless equipment provided by Contractor must meet or exceed the minimum specifications set forth in this Contract.
- c. Contractor represents and warrants that the State must acquire good and clear title to the wireless equipment purchased hereunder, free and clear of all liens and encumbrances.
- d. Contractor represents and warrants that each wireless product delivered must be delivered new and not as a “used, substituted, rebuilt, refurbished or reinstalled” Product.
- e. Contractor represents and warrants that it has and must obtain and pass through to the State any and all warranties obtained or available from the manufacturer/licensor of the wireless product.
- f. Contractor represents and warrants that all wireless equipment provided pursuant to the Contract must, for a period of one (1) year, be free from defects in material, manufacture, design and workmanship. Note: Accessories such as chargers, headphones, batteries, cases and holsters typically have a one-year manufacturer’s warranty; however, earbuds come with a 90-day warranty. The warranty covers defects in material and workmanship under normal use and conditions from the original date of purchase Contractor’s obligation pursuant to this warranty must include, but is not limited to, replacement of the product at no cost to the State.
- g. Contractor must reasonably assist the State of Michigan with obtaining replacement equipment under warranty. As part of the wireless handset equipment package, the State of Michigan must receive the manufacturer’s consumer warranty, typically one (1) year in length upon acceptance of the equipment. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer.
- h. In the event that the subscriber’s equipment is no longer covered under the manufacturer’s warranty, Users may be eligible to upgrade at a discounted government equipment price, pursuant to the Contract.
- i. Warranties must comply with the highest warranties and representations expressed by Contractor(s) in any written advertisement, correspondence, or other documents provided to Contractor’s other customers.
- j. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor’s sole expense.

- k. Such warranties must be effective notwithstanding prior inspection and / or final acceptance of said goods and / or services by the State.
- l. Replacement for Equipment Covered Under Warranty - Contractor must provide replacements for equipment that is covered under warranty.
- m. Defective Equipment: Malfunctioning or defective handsets may be exchanged for a new handset within 30 days from the purchase date.
- n. After the initial 30-day period, Contractor must assist the subscriber with the manufacturer's warranty process. However, if the equipment is defective after the initial 30-day return period, but before expiration of the manufacturer's one-year warranty, the subscriber may, in Contractor's sole discretion; receive a refurbished unit in exchange for the defective unit at no charge. Contractor must provide refurbished units for out-of-warranty equipment experiencing a manufacturer's defect. The exchange may be made through direct fulfillment.
- o. Contractor does offer an Extended Warranty Program. Under the Extended Warranty Program, eligible handset equipment must be covered for electrical and mechanical malfunctions and manufacturer defects only. Contractor must exchange defective equipment (after the 12th month) with a new or refurbished Unit. The Extended Warranty is available for purchase within 15 days of activation or equipment upgrade.
- p. Devices subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program. Subscribers may purchase optional insurance from a third-party insurer.

The State reserves the right to require additional warranties other than those identified by the Contractor.

3.1 Recall Requirements and Procedures

Contractor will work with the U.S. Consumer Protection Safety Commission to address any applicable product recalls. Contractor will communicate recall notice and manage the process to return and replace recalled products as applicable.

Contractor must have the following to address product recalls:

- a. Contractor has a reliable and tested notification process that can quickly identify each customer that has received recalled products.
- b. Contractor must make reasonable efforts to notify the State's Designated Program Manager about the recall within 10 business days of official notification by the Manufacturer of a product recall, or as feasible. Notice must be provided in writing. The Contractor must provide the State's Designated Program Manager with the planned process for notifying subscribers at the State.

- c. Contractor must send out notifications to the subscribers who have recalled equipment within 30 calendar days of official notification by the manufacturer of product recall, or as feasible.
- d. If necessary to be returned to the manufacturer, recalled products must be returned to the manufacturer at no expense to the State.
- e. Contractor must supply comparable replacement equipment at no cost.

3.2. Replacement Equipment and Upgrade Eligibility

- a. The quality of all replacement equipment must be equal or greater than the quality of the original equipment being replaced.
- b. When defective is out of warranty, Contractor will assist the State in replacing defective or damaged equipment. Contractor enterprise accounts customer service group will assist the subscriber with the purchase of a replacement wireless device, if necessary. The subscriber may qualify for comparable equipment replacement, which may include a “Buddy Upgrade”.
- c. All lines are eligible to upgrade to new equipment every 18 months. MiDeal Members only, will be subject to a prorated Offer Recover Fee (ORF) for no cost devices provided by the Contractor for lines terminated prior to eighteen months from the date of activation of said equipment. ORF is calculated at 1/18th of total phone cost for every month terminated prior to the 18 months.

3.3. Lost/Stolen Equipment

In the event that a wireless device is lost or stolen, Contractor must not hold the subscriber liable for unauthorized activity completed after the subscriber reports the loss or theft to Contractor. Appropriate Credits may be issued for any unauthorized usage incurred while a device was lost or stolen. Contractor may also issue Credits for calls made up to 48 hours prior to the equipment being reported lost or stolen. Upon notification, Contractor must suspend service and billing for the lesser of thirty (30) days or until the recovery or replacement of the device, after which service and billing must resume. Contractor may request reasonable documentation in support of a suspension request.

Contractor offers a lost or stolen equipment a replacement program to assist Users with replacing their phones due to theft or loss lost or stolen equipment when they do not have handset replacement insurance and do not qualify for an upgrade. may upgrade at the current promotional rate.

Contractor enterprise accounts customer service group will assist the subscriber with the purchase of a replacement wireless device, if necessary. The subscriber may qualify for comparable equipment replacement, which may include a “Buddy Upgrade”.

3.4. Returned Goods Policy

Materials and supplies deemed unacceptable by the State may be rejected by the State. Over-deliveries must be accepted only at the State’s discretion.

Returned Goods Policy must include full credit if such items are returned within thirty (30) days following date of receipt.

If items were ordered in error, the Customer should return these using the shipping label provided with the items. Contractor is responsible for mis-shipped goods, Contractor must incur return freight charges.

All returned materials and supplies must be authorized by a Contractor representative and must be returned using a Contractor supplied return shipping label to ensure that the return is properly documented.

Restocking charges must not apply if materials or supplies are returned within the 30-day time frame (5 business days for warranty replacement devices) and in saleable condition.

Contractor must be responsible for the disposition on all defective, damaged, or over-shipped merchandise.

Contractor must not ship to the State any material or supply which has been returned to Contractor either by the State or other customers due to quality or defective issues.

Contractors are required to notify manufacturer of issues and return product to the manufacturer or dispose of product for no further use.

5. Quality Assurance Program

Contractor Quality Assurance Program(s):

Contractor must provide detailed information as requested in the above requirement(s):

Customer Service Level Goals

Customer service goals are based upon a normal volume of requests and are provided for illustration purposes only.

Please Note: For speed and convenience, Verizon’s My Business online resource may be utilized to process many account transactions on a virtually 24/7 basis, including Device ID (i.e., MEID or IMEI) changes and suspensions and reactivations. Other requests, including price plan and feature changes and user information changes, can be made through My Business and will be processed on the day of the request.

For requests requiring additional assistance, or for transactions that cannot be processed online (except bulk orders), customers can contact one of our service centers at 800.922.0204 and enter a business mobile device number.

We typically strive to meet these targets during regular business hours:

- **Order Processing:** Contractor will activate and ship available wireless equipment within two business days approximately 90 percent of the time. Local Number Portability order turnaround times may vary. Bulk orders may require additional time.
 - Service reconnects, suspends and Device ID changes from My Business: We complete requests received by 4 PM ET and 4 PM MT within 72 hours of the request approximately 90 percent of the time.
 - Other account maintenance requests: Contractor will complete requests received by 4 PM within 72 hours of the request approximately 90 percent of the time. This includes end user information changes, such as name changes, address changes, rate plan/feature changes and service disconnects.
- **My Business Fallout:** Contractor will complete requests received by 4 PM ET and 4 PM MT within 24 business hours of the request approximately 90 percent of the time.
- **Consolidated Billing and Management Reports:** Consolidated billing and management reports are available in My Business within approximately 10 business days of each completed billing cycle once a billing hierarchy is defined by your organization and processed by us.
 - End user changes will be reflected on the billing statement within 30 to 60 calendar days of the end of the billing cycle in which the change was made
- **Billing Disputes:** Upon written receipt of a billing dispute, the Contractor will respond within two business days approximately 90 percent of the time and provide a timeline for resolution and closure.

Network Service Level Goals

Two common service metrics used by the wireless industry to measure network performance are accessibility (ineffective attempts (IA) for voice calls or setup failures for data sessions) and retainability (lost calls (LC) for voice and dropped connections for data). Accessibility measures when an end user attempts to place a call or establish a data session and fails, and retainability measures calls or data sessions that are in progress but communication is interrupted by no overt act of the end user. While the industry uses these measures broadly to index call quality, we use one of the most stringent methods of applying these measurements. All reasons excluding landline network congestion are considered in arriving at the percentage figure that measures wireless IAs.

When measured on a monthly average across the entire Contractor-owned and -operated network, Contractor's wireless network service level goals are :

- Cell availability (total Verizon wireless network): Greater than or equal to 99.9% every month of calendar year.
- Data:

- Dropped connections (total Contractor wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
- Setup failures (total Contractor wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
- Voice:
 - Lost calls (total Contractor wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
 - Ineffective attempts (total Contractor wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.

Network Testing:

Independent third party engineers conduct approximately eight million tests annually of Contractor's network, along with other national wireless carriers' networks, while traveling almost 500,000 miles across all 50 states and the top 125 urban markets. The tests are a combination of voice, data and text in order to mimic real world users' experience. Each test is analyzed as for the ability to access the network and complete the given task. For voice calls, they are classified as either a successful call, an ineffective attempt (a call that is blocked) or a lost call (a call that connects, but drops). Data testing includes large file downloads, uploads and smaller file downloads. The results are then published and analyzed by Contractor engineers to analyze all failures.

Voice network reliability test results have consistently shown that the number of ineffective attempts for our national network, in major metropolitan centers and some remote areas, is lower than for any other national carrier. Test results also indicate that voice calls that connect on our network are more likely to stay connected for the duration of the call.

In addition to the strenuous third-party drive collection, the Contractor also leverages many other data sets to ensure that the network continues to perform at the highest level. This includes additional third-party information as well as internal Network KPIs that are constantly monitoring the performance of the network.

Network Service Disclaimer

It is important to note that all radio frequency transmissions, even where service is generally available, can be affected due to topography, atmospheric and environmental conditions.

6. Transition

A. Transition Support

Contractor shall convert all existing State subscribers to the new contract terms, unless otherwise specified by the SDC. All existing other government entities and Mi-Deal members shall receive a transition notice ("Notice") providing a period of no less than thirty (30) days from the date Notice is received within which the entity may, without penalty, submit to Contractor a written rejection of Contractor's offer to transition the entity to the new contract terms.

As new accounts are added or new lines added to existing accounts, Contractor must provide support to the State, other government entities and Mi-Deal members to set up accounts and facilitate moving subscribers on to designated accounts, including service plans and equipment changes as needed.

The Contractor account team will work with the State of Michigan or MiDeal member to develop a plan to convert existing Contractor services, as well as converting subscribers which may have other carrier service over to the Contractor calling plans. Contractor must coordinate closely with the State of Michigan or MiDeal member to see to it that implementation and migration to Contractor service is a smooth process. Migration must include activations, equipment provisioning, training, the establishment of a process flow for controls and procedures for purchases, billing format, reporting options, and notification to both organizations in performance of the contract.

The following outlines the Contractor implementation and roll-out strategy for wireless service activations:

- The Contractor Account Manager must work with the ordering entity to provide a timeline for the project, which must define the parties responsible for each task.
- Contractor must assist in announcing the wireless program to the ordering entity subscribers.
- Throughout the implementation, the Contractor Account Manager must work with the ordering entity to customize procedures and processes to meet activation, equipment fulfillment and ongoing support requirements.

Contractor must not charge any activation or re-programming fees for migration of cellular line(s) of service; however, Contractor must not buy out any of the ordering entities service plans with other carriers. The ordering entity may wish to wait until current plans expire before converting to avoid any penalties that may be associated with the termination of services with other carriers, prior to contract expiration.

In the event existing equipment is not compatible with the Contractor network, the ordering entity subscribers may be required to obtain compatible equipment.

Contractor must work with the ordering entity's representatives to provide a detailed comprehensive plan for the orientation of the State of Michigan's staff. The Contractor Account Manager must provide these consultative support services at no additional charge.

Upon mutual agreement, the Contractor Account Manager must assist the State of Michigan, as follows:

1. Provide detailed information regarding current subscriber base,
2. Familiarize personnel with the activation process,
3. Provide information regarding the methods and procedures for the activation process,
 - Schedule implementation meetings in conjunction with the State of Michigan, and
 - Provide information regarding the State's newly-activated equipment to be shipped with manufacturer provided materials, which may include a website link to describe equipment features. .

On occasion, a Contractor account team member may be assigned to the State of Michigan's location for additional support. If equipment is delivered by a Contractor representative, upon request, the account team member will review the basic features of the phone, as well as any service features the State of Michigan may be receiving. If equipment is shipped directly to the State of Michigan, the subscriber has the ability to contact the Contractor account team member in order to receive additional information on any features or services.

During implementation, group meetings at the State of Michigan's locations can also be arranged in order to meet the orientation needs of multiple subscribers at one time. These group meetings can be scheduled through the Contractor account team member.

B. Transition Costs for Existing Subscribers

The Contractor shall make available new contract pricing without imposing any fees (e.g., change fees) for existing subscribers that transition. New rates will be applied immediately and reflected in the first billing cycle and retroactive adjustments will appear for those subscribers previously on Wireless Contractor plans.

C. Post-Contract Transition

Invoices must be sent within sixty (60) days after expiration of contract. Any invoices received after 60 days may result in a non-payment of invoice.

7. Service Requirements

7.1 Timeframes

Contract Activities must be delivered as indicated below and the receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

A. Activation/Termination/Suspension of Service

Existing Equipment

Contractor must make reasonable efforts to activate, terminate or suspend service on existing equipment and complete requested plan changes within 24 hours of notification unless mutually agreed upon at the time of order.

7.2 Delivery and Activation

Delivery must be expected within 3 business days upon date of order during business hours.

- A. Deliveries must be made to the location specified on the order, which in most cases must be a location within the State of Michigan or MiDeal member.
- B. Equipment must be shipped F.O.B. Destination via standard transportation to the shipping address specified on the order, prepaid by the Contractor. Equipment is delivered via express carrier. Responsibility and liability for loss or damage for all orders must remain with the Contractor until delivery and acceptance which occurs upon receipt of equipment at the address designated on the order and complete packing slips with applicable serial numbers are provided to the State, when all responsibility will pass to the ordering organization. Contractor remains responsible for latent defects, fraud, and the Contractor's warranty obligations.
- C. Delivery Time Minimum Requirements
The Contractor must complete delivery of in-stock products within a maximum of three (3) business days after order acknowledgement.
 - Contractor team evaluates technical problems and interfaces with Contractor technical support department on behalf of end-users to expedite problem resolution.
 - The service support team must prioritize and manage all service-related issues and work with the State of Michigan's end-users to resolve issues in a timely manner.
- D. Rush Orders
 - Contractor can typically coordinate a rush order via overnight express delivery. Overnight orders placed through the My Business portal are shipped free of charge. Turn-around time is subject to equipment availability and contingent on receiving your urgent request by 2 PM ET or MT.

For both standard and rush orders, phones arrive pre-programmed and ready to activate. Activation instructions are included with each order. Equipment arrives inactive in the event the shipment may be lost or stolen.

Please Note: Priority overnight mail (10 AM delivery) or next day shipping not requested through My Business may incur a charge.

In the event subscribers' chosen wireless equipment is unavailable or delayed, the authorized contact can discuss equipment model alternatives with their Account Manager.

Please Note: Shipping and delivery time may vary in length for bulk orders.

Alternatively, organizations may purchase additional devices for emergency purposes. They may select a wireless plan for the "Emergency Purpose" phones that is appropriate for the anticipated usage.

E. Activation of Service for Emergency

1. In the event of an emergency (e.g. State emergency need during a disaster), Contractor must be able to activate equipment within 24 hours after request. Urgent requests must be handled on a case-by-case basis by the State Contractor Account Manager.
2. In addition to priority access, agencies or entities which do not currently use cellular services may need to have access to such services during an emergency. Contractor must have the ability to provide a bank of cellular phones with priority access for use during a natural disaster or emergency.
3. **Emergency Use ONLY Phone Services**
The State of Michigan requires a solution for emergency use only phones. Contractor will make Emergency Use handsets and service available on an as-needed basis by contacting the State's Contractor Representative. Any costs to the State for Emergency Use Phone Service will be disclosed to the ordering entity prior to activation.

F. Temporary Suspension & Reactivation

1. The Contractor must suspend and reactivate lines within 24 hours of notification by the SDC. Users can suspend and restore each single line of service once per day (one suspend and one restore action).
2. During periods of suspension, the line must not incur any charges, and the wireless number must not change before, during, or after suspension.
3. The maximum period of suspension is 180-days in a rolling 12-month period. No single suspension period can be longer than 90-days, the maximum period of suspension may be accomplished in two periods of 90 days each. Upon expiration of the initial 90-day suspension, the line will

automatically be reactivated. Users may request to have the line of service re-suspended for a second suspension period of 90-days.

4. A line of service may be suspended by calling the Business and Government Customer Operations team or through Contractor's My Business web portal.
5. Contractor must not charge a fee for activating or deactivating a service.

G. Shipped Equipment

All shipped orders must include a packing slip with the following:

1. SDC's name, section or unit name, location (street address, building, floor, and room number)
2. Designated contact/name of ordering person (if different than SDC)
3. Location Code
4. Ship-to address
5. Contractor Order number
6. Order Date
7. Description of items
8. Ship Date
9. MTN
10. Contractor must adhere to its selected transportation carrier's shipping procedures. For reasons which include security purposes, those procedures may not include listing of products and/or other identifiers such as State of Michigan's purchase order number, or number of boxes in the shipment and box number.

H. Shipment Confirmation

1. Contractor must provide a shipment confirmation to the SDC the day of order shipment. The shipment confirmation must contain the following information:
 - i. Phone number for new lines
 - ii. Electronic serial number (ESN)
 - iii. Date shipped
 - iv. Tracking number
- v. Additional information mutually agreed upon by the State and the Contractor
2. Unfilled Orders

i. Contractor must automatically inform the SDC of the availability date of unfilled and partial shipment orders within three (3) business days of order request.

3. Shipping Labels

The following information must be listed on a shipping label (subject to change as Contractor must adhere to its selected transportation carrier's shipping procedures):

- mailing address,
- return address,
- tracking number

For reasons which include security purposes, shipping labels may not include listing of products and/or other identifiers such as the State of Michigan's purchase order number, or number of boxes in the shipment and box number.

I. Activation for New Subscribers and phone upgrades

1. Equipment is delivered via express carrier. Standard 2-day shipping is provided at no charge; however, special shipping instructions, such as priority overnight mail or next day shipping may incur a charge. The equipment arrives preprogrammed and ready to activate. Activation instructions are provided with device packaging (Equipment arrives inactive in the event the shipment may be lost or stolen).
2. The State Contractor Account Manager will handle urgent requests on a case-by-case basis.

J. Items Shipped in Error

The Contractor Account Manager will notify the ordering entity if there is an error in shipment. Contractor must accept returns or make exchanges on all wireless merchandise purchased from Contractor provided the equipment is returned within 30 days of purchase. A prepaid shipping/return label must be included in each order that is shipped.

K. Restocking Policy

Contractor must not impose a restocking fee on the ordering entity if an item is returned due to damage, incorrect product shipped, or an order entry error by the Contractor's customer service representative.

Contractor must not impose a restocking fee on authorized purchaser for inventory that is returned but exchanged for other inventory.

7.3 Installation Services

Installation Services where necessary must be scheduled with ordering entity Program Manager or designee. Installation must be considered complete when deliverables are met and accepted by Program Manager or designee.

7.4 Training

A. Training Plan

- The Contractor must provide training to facilitate the rapid and smooth transition of the State's subscribers to the new contract upon request. The details of any training will be mutually agreed upon by the State of Michigan and Contractor. This training program could include on site training at subscriber locations, online training currently available by device/application (www.verizon.com/support/simulators/) and webinars as needed to ensure State employees are comfortable with their new devices and services. Additional training will be provided upon request.

7.5 Reporting

The Contractor must submit to the Program Manager(s) or designees, the following reports listed below. All reports must be provided in electronic format compatible with Microsoft Excel 365. Below is a list of required reports, the State may request reports both for the State in its entirety and for Agencies or Units individually. Most reports are self-service through the My Business Portal. Contractor will work with the State to provide any additional reporting requests.

A. State's Designated Program Manager Reporting

1. Format of State's Designated Program Manager Reports

The reports provided to the State's Designated Program Manager must reflect State, and separately local and city, usage and purchases under the contract for the respective month.

Contractor Account Manager and/or Sales Support team coordinator can plan to meet with the State of Michigan at a mutually acceptable time and location to review reports required by the State of Michigan.

Contractor's online reporting tool must allow the State of Michigan SDCs or designees to transmit, via e-mail, individual bills or a batch of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting the usernames, mobile numbers, account numbers, cost centers, hierarchy nodes, or the State-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed. Online reporting is provided at the account level and not the Contract level.

2. Wireless Business Ticketing System

The My Business Wireless Business Ticketing System provides a self-service option for handling technical support issues. Rather than call into Business and Government Customer Operations (BGCO) Technical Support, subscribers can

create and view trouble tickets online following successful enrollment into the system.

a. Ticketing Process

- Navigate to the Wireless Business Ticketing System, located under the “Support” tab in the “Global Navigation” menu in the portal; the landing page brings the user to a list of their organization’s tickets.
- Report a new incident by clicking “Create Ticket”.
 - Choose the appropriate problem type and sub-type from the menu.
 - Follow the prompts to complete the ticket, fill out the required information and click “Submit”.
 - Receive an on-screen notification of the ticket number and successful submission.
- Assigned to the next available BGCO Technical Representative.
 - BGCO Technical Representative works the ticket to completion and places the resolved ticket in “Permit Close” status.
- Notified when the ticket is resolved or if there are significant updates to the ticket.
 - If the user advises the BGCO that the issue is resolved, then the ticket is marked “Complete”.
 - If the user advises the BGCO that the issue is not resolved, then the ticket is sent back to Technical Support for additional troubleshooting.

b. Ticket Management

Users can track and view their ticket activity within the My Business portal. The ticket landing page allows users to view and filter tickets by status as well as view status updates, add comments and even close the ticket. An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget. Generally resolution within 24 hours, contractor will provide updates through My Business; complex tickets may require more time.

B. Overall Service Report

Contractor must provide monthly overall service report at the subscriber account level via the My Business Web Portal.

Summary reports are provided at the agency level.

Reports are available via the portal every month by the 15th day following the end of the month.

C. Online Reporting Tool

1. Contractor will provide an online reporting tool in an easy-to-use, accessible format to assist the State of Michigan in managing its wireless usage, evaluating trends and creating reports. The online reporting tool must provide at a minimum, the following:

- on-line reporting in a consolidated manner or broken out by account number.
 - individual phone information, such as airtime usage and call detail.
 - ability to modify mobile number information to allow for specific, customized analysis.
2. Contractor' online reporting tool must be designed to provide timely, accurate usage and charge information that must permit management of wireless business communications usage specific to designated requirements.
 3. Contractor must work with the State of Michigan to provide reports upon reasonable request as required and assist the State where asked as noted under the reporting requirements.

Electronic copies as described above will be provided via email, when requested.

D. Overall Equipment Sales Report

1. Contractor will provide monthly agency level summaries of wireless equipment order history (including handsets, handheld devices, accessories, etc.) via the My Business Account Web Portal.
2. Reports will be available via the portal every month by the 15th day following the end of the month.
3. These reports must be provided at no cost.
4. Contractor's online reporting tool must allow the SDCs or designees to format reports by field, including low minute usage to high minute usage, by cost center, by name, or by billing amounts, however, Contractor must work with the State of Michigan to provide reports upon reasonable request as required and assist the State where asked as noted under the reporting requirements.

E. Agency Reporting Requirements

1. Format of Agency Reports

Any reports provided by the Contractor must be available via the My Business Portal or submitted electronically to the State's requesting SDC, or designee as requested. The reports must reflect the Agency's usage under the contract for the respective month. All reports must be provided in electronic format available by email, online, and compatible with State's Microsoft Excel version. The following is the list of management reports to be provided, but not limited to:

a. Wireless Services Optimization Reports

Contractor must provide an optimization report, as requested, for each wireless service subscriber at the account level.

- i. The goal of these optimization reports is to ensure that each subscriber uses the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a higher plan, or

subscribers consistently under-utilizing a plan, and therefore should move to a lower plan.

- ii. When determining the optimal plan for a subscriber, Contractor must analyze the effective cost of all plans bid (including custom plans) and exclude any months of suspended service from the analysis.
- iii. A 'Zero Usage' report must be provided showing any subscribers who have 4 or more months of non-use, available on demand via the My Business Account Web Portal.
- iv. Contractor may be required to submit this report to the State's Designated Program Manager and the SDCs at any time upon request.

b. Voice and Combined Voice/Text/Data Usage Report

Contractor will provide voice and combined voice/text/data usage reports via the My Business Account Web Portal.

c. Data Service Usage Report

Contractor will provide data-related usage reports via the My Business Account Web Portal .

d. Individual Subscriber Usage Reports

- i. Subscribers' usage reports must include full itemization of call details (such as the information on the Contractor's standard bill) to enable verification of usage, including: (1) call date, call number, call length, call time, and (2) plan cost, additional features charges and other fees, etc.

e. Additional Management Reports

- The Contractor must describe additional management reports available, as well as furnish copies or samples of current management reports.
- Contractor must indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

Contractor must provide information as requested in the above:
Contractor's My Business customer portal helps manage wireless usage, create reports and evaluate trends. <ul style="list-style-type: none">• Receive online reporting in a consolidated manner or broken out by account or wireless number.• View individual phone information, including airtime and call detail.• Download reports in .csv format for additional analysis.
Top 10 My Business Reports

- Account Unbilled Usage
- Additional Charges
- Billed Data Detail
- Billed Messaging Detail
- Call Summary
- Data Summary
- Device
- Global Summary
- Monthly Usage
- Suspended Wireless Numbers

Custom Reports

Users can also create their own reports, selecting from over 300 different reporting fields and order the fields in any sequence. Users can save and schedule reports in advance, and receive an email when they are ready to be downloaded. Users can also share saved reports with others in their organization or keep them private and change sharing status as needed.

Raw Data Download

Raw Data Download (RDD) reports allow users to view and organize data for multiple accounts and wireless numbers. This is an advanced report, best for large amounts of data. RDD reports are available 7 - 10 days after your latest bill cycle date.

RDD reports are designed for account administrators who want to customize their analysis by inputting My Business statement information into their internal systems.

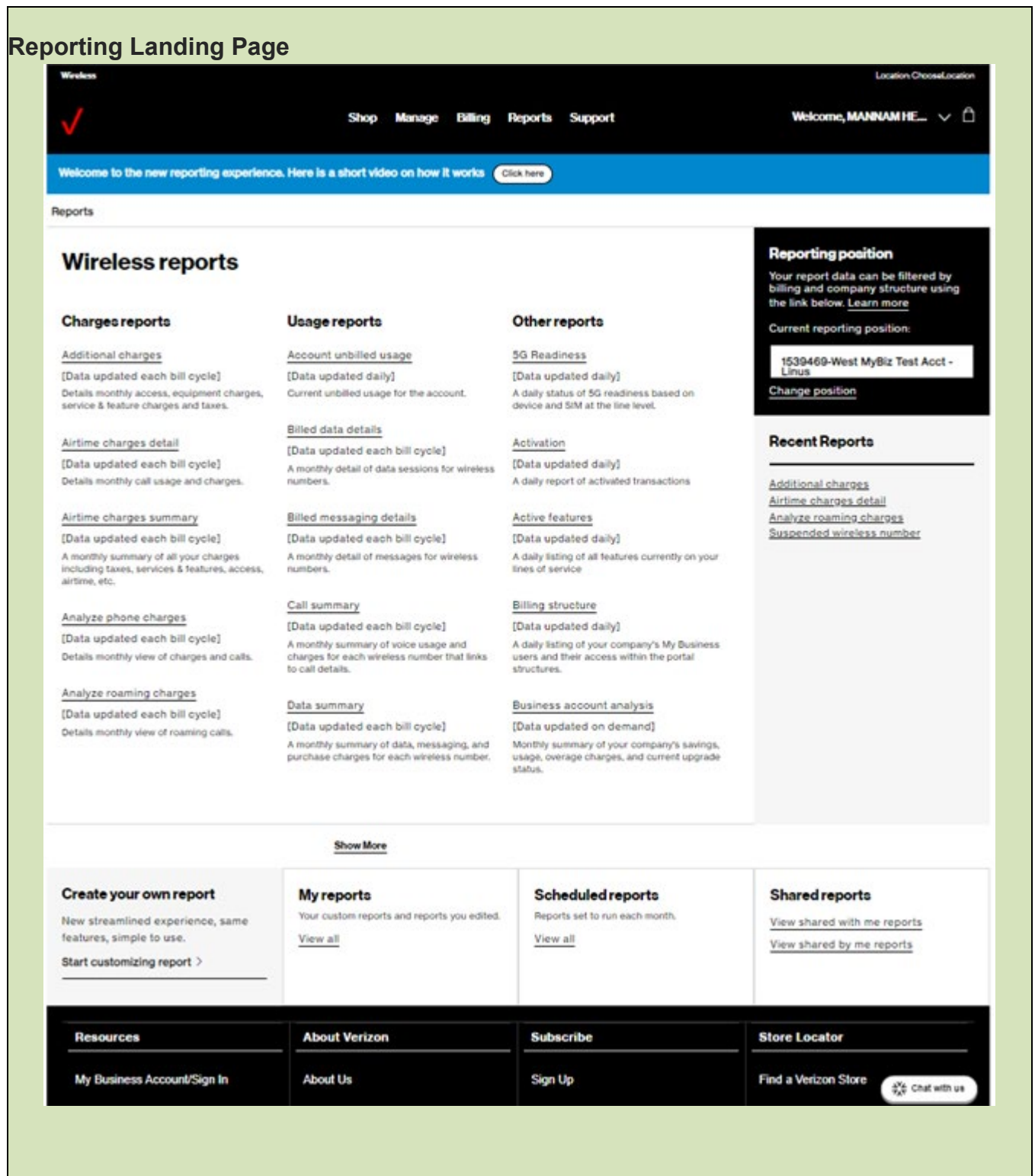
Request in My Business by navigating to **Reports > Raw Data Download or Reports > View All > Raw Data Download.**

The download provides a holistic view of all the statement data, and it is delivered in a ZIP file with four individual TXT files, including:

- Account Summary
- Account & Wireless Charges Detail Summary: Detailed wireless number charges section of your statement.
- Account & Wireless Summary: Wireless number summary section of your statement.
- Wireless Usage Detail: The usage section of your statement.

Additional nonstandard reporting options may be available upon written request. Your Account Manager can provide further details.

Reporting Landing Page



f. Performance Audits

The State reserves the right to conduct periodic performance audits in all areas of services required by this Contract (i.e., delivery, fill rate, variance reports, customer representatives) throughout the term of this contract at the discretion of the State's Designated Contract Administrator.

Contractor must assist the State of Michigan in any audit as requested. However, for security reasons, the State of Michigan must not be permitted to perform any audit work at any Contractor locations.

The Contractor must provide any additional documentation necessary for the performance audit, as reasonably requested by the State.

g. Additional Reports

The State may request other reports as necessary and Contractor must work to provide additional reports.

Contractor must provide in this response box or as a separate attachment a copy of any additional reporting capabilities:

Additional Charges-Summary

Wireless Number	User Name	User ID	Account Number	Last Statement Date	Cost Center	Email	Monthly Recurring Chgs \$	Data Chgs \$	Monthly Non Recurring Chgs \$	Taxes and Surchgs \$	Total	Link suppressed for multiple Bill periods
404-227-0341	SARAH PARRISH	T1236	471322617-00001	05/2015	MARKETING 123	RAYMOND.HANSLER@VERIZONWIRELESS.COM	\$56.39	\$0.00	\$0.00	\$0.02	\$56.41	Memo Bill
404-227-1494	JOHN SMITH	No User ID	471322617-00001	05/2015	SALES	No Email	\$63.08	\$0.00	\$0.00	\$4.32	\$67.40	Memo Bill
404-275-4202	KEITH PARRISH	T1239	471322617-00001	05/2015	SALES	JANE.STEKLAC@VERIZONWIRELESS.COM	\$80.19	\$0.00	\$0.00	\$4.53	\$84.72	Memo Bill
404-357-1744	ROBERTO WORSHAM	T1245	471322617-00001	05/2015	SALES	MARIA.CHIN@VERIZONWIRELESS.COM	\$165.98	\$0.00	\$0.00	\$4.33	\$170.31	Memo Bill
404-387-6948	JOHNNY TEST	No User ID	471322617-00001	05/2015	1254	VIKRAM.MOORJANI@VERIZONWIRELESS.COM	\$133.97	\$0.00	\$0.00	\$2.07	\$136.04	Memo Bill
Total							\$499.61	\$0.00	\$0.00	\$15.27	\$514.88	

Call Detail - Summary By Wireless Number

Wireless Number	User Name	User ID	Last Statement Date	Price Plan Description	Cost Center	Email	Duration	Voice Chgs	Roaming Voice Chgs	Total	Link suppressed for multiple Bill periods
404-227-0341	SARAH PARRISH	T1236	05/2015	MOBILE Broadband for B2b 5gb/\$0.25 \$59.99 0308	5577	RAYMOND.HANSLER@VERIZONWIRELESS.COM	0	\$0.00	\$0.00	\$0.00	Memo Bill
404-227-1494	JOHN SMITH	No User ID	05/2015	Nationwide for Bus Select Share 450 Any \$64.99 1107 \$64.99 monthly access charge 450 monthly general allowance minutes \$.25 per minute after allowance	MARKETING	No Email	0	\$0.00	\$0.00	\$0.00	Memo Bill
404-275-4202	KEITH PARRISH	T1239	05/2015	Nationwide for Bus Select 900 Any Uni N&W+IN+MSG \$79.99 1107 \$79.99 monthly access charge 900 monthly general allowance minutes \$.25 per minute after allowance	MARKETING	JANE.STEKLAC@VERIZONWIRELESS.COM	0	\$0.00	\$0.00	\$0.00	Memo Bill

Wireless Number Information Section

Date Created	Wireless Number	User Name	User ID	Cost Center	Last Statement Date	Account Number	Price Plan Description
05/2015	404-227-0341	SARAH PARRISH	T1236	MARKETING 123	05/2015	471322817-00001	MOBILE Broadband for B2b 5gb/\$0.25 \$59.99 0308

Charges Section

Account Chgs ?	Voice Chgs ?	Data Chgs ?	Roaming Chgs ?	Access Chgs ?	Equip. Chgs ?	Other Chgs & Credits ?	Taxes and Surchgs ?	Total
\$0.00	\$0.00	\$0.00	\$0.00	\$56.39	\$0.00	\$0.00	\$0.02	\$56.41

Voice Charges ?

No data available that matches your request at this time.

Data Charges ?

No data available that matches your request at this time.

Roaming Charges ?

No data available that matches your request at this time.

Access Charges ?

Charge Type	Description	From Date	To Date	Amount
Monthly Charges	Current Calling Plan	05/2015		\$59.99
Monthly Charges	08% Access Discount	05/2015		-\$3.60
Total				\$56.39

Equip. Charges ?

No data available that matches your request at this time.

Other Charges and Credits ?

No data available that matches your request at this time.

Taxes and Surcharges

Description	From Date	To Date	Charges
Regulatory Charge			\$0.02
Total			\$0.02

Call Detail - Local Calls

No data available that matches your request at this time.

Call Detail Section - Roaming Calls

No data available that matches your request at this time.

Airtime Charges Detail-Summary

Wireless Number	User Name	User ID	Last Statement Date	Price Plan Description	Cost Center	Email	Allowance Mins	Used Mins	Billable Mins	Airtime Chgs	IN Calling Mins
404-227-0341	SARAH PARRISH	T1236	05/2015	MOBILE Broadband for B2b 5gb/\$0.25 \$59.99 0308	MARKETING 123	RAYMOND.HANSLER@VERIZONWIRELESS.COM	0	0	0	\$0.00	0
404-227-1494	JOHN SMITH	No User ID	05/2015	Nationwide for Bus Select Share 450 Any \$64.99 1107 \$64.99 monthly access charge 450 monthly general allowance minutes \$.25 per minute after allowance	SALES	No Email	450	0	0	\$0.00	0
404-275-4202	KEITH PARRISH	T1239	05/2015	Nationwide for Bus Select 900 Any Uni N&W+IN+MSG \$79.99 1107 \$79.99 monthly access charge 900 monthly general allowance minutes \$.25 per minute after allowance	SALES	JANE.STEKLAC@VERIZONWIRELESS.COM	450	1	1	\$0.00	0

IN Calling/IN-Network - Summary by Wireless Number

Wireless Number	User Name	User ID	Price Plan Description	Cost Center	Email	Last Statement Date	Allowance Mins	Used Mins	IN Calling Mins	Link suppressed for multiple Bill periods
404-210-4409	JOE JOHNSON	T1235	Nationwide for Bus Select Share 450 Any Uni N&W+IN+MSG \$64.99 1107 \$64.99 monthly access charge 450 monthly general allowance minutes \$.25 per minute after allowance	Marketing	No Email	05/2015	1,350	0	0	Memo Bill
404-227-0341	SARAH PARRISH	T1236	MOBILE Broadband for B2b 5gb/\$0.25 \$59.99 0308	MARKETING 123	RAYMOND.HANSLER@VERIZONWIRELESS.COM	05/2015	0	0	0	Memo Bill
404-227-1494	JOHN SMITH	No User ID	Nationwide for Bus Select Share 450 Any \$64.99 1107 \$64.99 monthly access charge 450 monthly general allowance minutes \$.25 per minute after allowance	SALES	No Email	05/2015	807	1	0	Memo Bill

Additional reporting may be available. Reporting format and capabilities are subject to change. Speak with Contractor's Account Manager for custom reporting requirements.

7.6 Meetings

The Contractor Account Manager and/or Sales Support team coordinator must attend regularly scheduled meetings and evaluations at a mutually acceptable time and location with each Agency:

1. Kick-Off/Orientation Meeting

- Upon execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
- The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to DTMB and the Contractor.
- the State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

2. Performance Review Meetings

- The State will require the Contractor to attend periodic meetings to review the Contractor's performance under the Contract.
- The meetings will be held in Lansing, Michigan, or by teleconference, at a date and time mutually acceptable to the State and the Contractor.
- the State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

3. Business Review Meeting

The following areas at a minimum are reviewed on a quarterly basis:

- Order processing,
- Timely conversion of existing mobile telephone numbers,
- Accuracy of reports,
- Resolution of billing issues, and
- Equipment. (monthly/bi-monthly/quarterly) equipment and pricing review
- Service Level, if exceeding, meeting or falling below the State of Michigan's expectations.
- Pricing/Rate Plan review
- Product and Promotion Offerings

The State may request other meetings as it deems appropriate and if service issues arise.

8. Contractor Staff, Roles and Responsibilities

8.1 Contractor Representative

The Contractor must appoint a minimum of one individual specifically assigned to State of Michigan accounts who must respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor Representative/Account Manager must be available during business hours of 8:00 a.m. and 5:00 p.m. Eastern, at a minimum.

The Contractor Representative/Account Manager, with necessary sales support coordinators, must provide local support to the State of Michigan's offices. The State Contractor Representative/Account Manager also serves as the local point of contact for training, demonstrations and product updates.

Contractor Representative duties include at the minimum the following items:

1. Supporting the management of the Contract,
2. Facilitating dispute resolution, and
3. Advising users of performance under the terms and conditions of the Contract

The State reserves the right to request a change in the current Contractor Representative if the assigned Contractor Representative is not, in the opinion of the State, adequately serving the needs of the State. Contractor has designated a primary and secondary customer service representative (CSR), also identified as Key Personnel, (not the standard customer service support offered to the public) for the State's Designated Program Manager and each Agency/Department.

State's Designated Program Manager or designee may request a substitute Contractor Representative if the assigned Contractor Representative is not, in the opinion of the State, adequately serving the needs of the State.

This representative must be present at all regularly scheduled quarterly Joint Operations Meeting meetings related to the Contract and must be responsible for the following:

- Coordinating all orders for awarded services and hardware
- Coordinating all invoicing/summary billing inquiries
- Coordinating responses to all concerns related to service or hardware
- Activating and terminating services
- Making changes to accounts
- Assisting in problem resolution

Contractor recognizes that providing and maintaining customer support availability is important to the State of Michigan and must provide appropriate back-up personnel (i.e. coverage for vacations, etc.), to whom the State of Michigan's designated personnel contacts may address questions or raise issues with respect to account support.

All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders and requests for maintenance services.

The Contractor will notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative:
Heather Ruckman
heather.ruckman@verizonwireless.com
989-996-0795

8.2 Key Personnel

The Contractor must appoint individuals who must be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 4 hours or by next business day.

Contractor has also identified the following Key Personnel staff assigned to this contract:

- Solutions Architect – to provide essential knowledge of and support for sales, design, and implementation of data applications, and solutions. Assists the Account Manager on an “as needed” basis.
- Global Enterprise Advisor – to act as the primary escalation point for account, service and maintenance issues; provide notice and information on network service issues that may affect services; manage and provide reports.

Contractor has provided an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart also shows lines of authority to the next senior level of management and indicates who within the firm has prime responsibility and final authority for the services.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

The Contractor may not remove or assign Key Personnel without the prior notification to the State. Prior notification is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide résumés of Key Personnel, if requested. SOM reserves the right to approve or reject Key Personnel.

<p>1) Key Personnel</p> <ul style="list-style-type: none"> - Program Manager: Charlie Chavez - Contractor Representative: Heather Ruckman - Trainer(s): Heather Ruckman <p>Additional Contractor Personnel Assigned</p> <p>Thomas Hassel: Solutions Architect Brad Samchuck: Global Enterprise Adviser</p>
<p>2) Physical Location of Key Personnel:</p> <ul style="list-style-type: none"> - Charlie Chavez-15505 Sand Canyon Ave Bldg C, Irvine, CA 92618 - Heather Ruckman- 1 Towne Square, Southfield, MI 48076 - Thomas Hassell – Lansing, Michigan (Mobile Worker) - Brad Samchuck – 10170 Junction Drive, Annapolis Junction, MD 20701

3) Functions each Key Personnel must perform:

- Contractor Program Manager is responsible for partnering with legal and compliance departments to review, draft and revise contract agreements. Negotiates with vendors and clients on various contracts. Enhance processes and provide solutions to complex problems or issues at hand.
- Contractor Representative is responsible for developing, recommending, and delivering innovative Verizon solutions to State, Local, and Federal Government agencies that make them more connected to the world. Tasked with expanding sales opportunities through strategic networking, negotiating, and closing sales. Having a deep understanding of complex government agencies, drives success as a trusted adviser they can rely on to make their operations run more effectively.
- **Additional Assigned Personnel Roles**
- Verizon technical staff has specialized knowledge of cellular networking, switch operations and data applications. Our Solutions Architects and support teams work with our customers to design and implement complex wireless data applications. In addition, members of the technical staff may engage third-party suppliers to develop customized wireless solutions. The technical staff is trained to investigate, diagnose and resolve customer inquiries in support of the other account team members.
- The Global Enterprise Advisor's role is to manage day-to-day account activity, complete account-specific projects, monitor accounts receivables with our financial services department and, upon request, conduct a cost savings report with authorized contacts. They can also provide personalized support for billing escalations. Manage the overall account health portfolio and provide solutions with sales.

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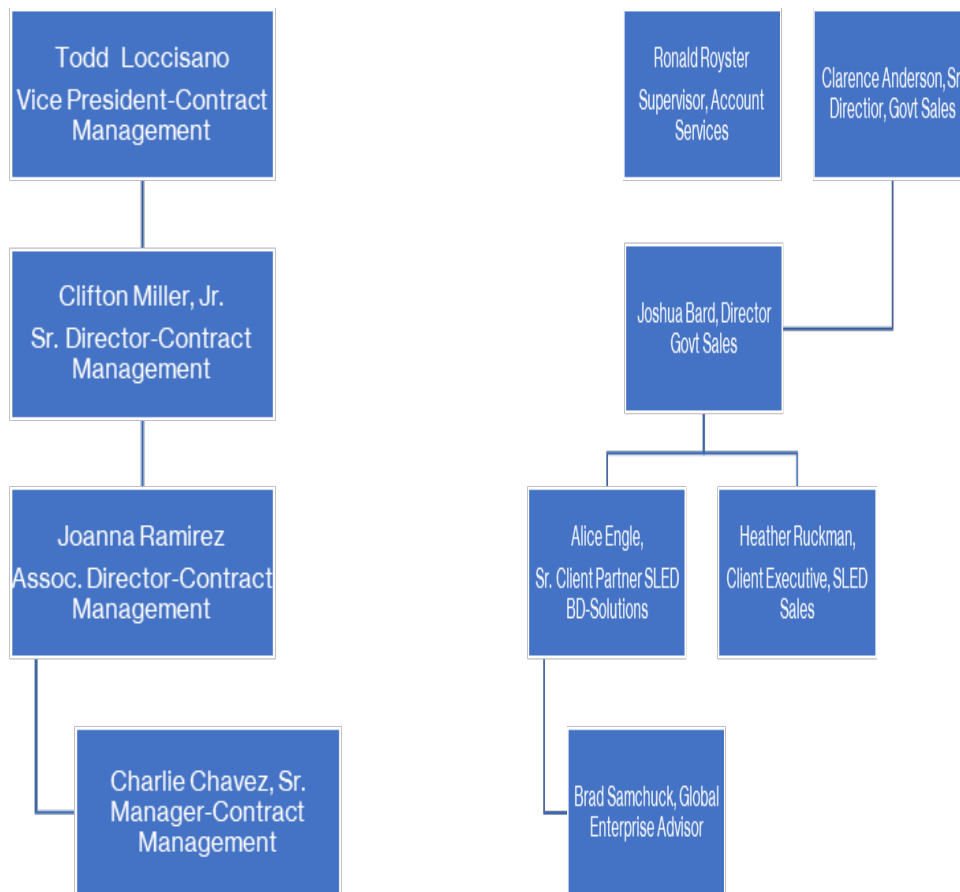
8.3 OTHER ROLES AND RESPONSIBILITIES

The State SDC may provide additional information and requirements needed for reporting and ordering of equipment and services. Billing issues are handled by Contractor customer service and/or the GEA. GEA details are provided in the table above and customer service details are listed in section 7.6.

8.4 Organizational Chart

Contract Management

Sales



8.5 Customer Service

The Contractor service support team must be available for all activation, equipment fulfillment, accessory orders, and service and billing concerns or questions.

Please note: The Contractor Representative/Account Manager must be the State of Michigan's primary point of contact during normal business hours for equipment and service orders, see Contractor Representative for contact information.

A. Customer Service Availability

1. Contractor Designated Customer Support Representative must be available during normal business hours Monday – Friday 8:00 a.m. - 7:00 p.m. (Eastern) at a minimum. Designated Customer Support phone number is 800-757-0699, ext. 2103311.
2. Contractor Customer service must respond to any customer service requests within four (4) hours of notice or request.
3. Afterhours Contractor's Customer Care team is available from 8 a.m. to 9 p.m., Monday through Saturday, and 8 a.m. to 5 p.m. on Sunday, in each time zone

and can be reached toll-free at 800-922-0204 and airtime-free at *611, from the wireless phone.

4. For technical issue with service or equipment, Contractor wireless technical support staff is available 24 hours a day, 7 days a week and can also be reached toll-free at 800-922-0204.
5. Target support “on-hold” times must be less than 5 minutes prior to reaching an agent.
6. Target Turn-around Times for listed process requests are as follows:

Process	Target-Turnaround Time
Answering Incoming Calls	Within 30 seconds 70% of the time
Equipment and Service Order	Within 2 to 5 business days of receipt of the request
Cancellations	Within 1 to 5 business day of receipt of the request
Billing Information Change	In the following billing Cycle
Device ID (i.e., MEID or IMEI) Change	Within 1 business day of receipt of the request
Hierarchy Change	Within 1 or 2 billing cycles
Suspension/Restoration	Within 1 business day of receipt of the request
Rate Plan Change	Within 2 business day of receipt of the request

B. Customer Service Roles and Responsibilities

Contractor Customer Service must provide at a minimum, the following:

- Billing issues/inquiries
- Technical troubleshooting
- Roaming troubleshooting
- Calling plan changes
- Addition/deletion of features
- Consolidation/deconsolidation of accounts
- Service/bill name changes
- Electronic billing requests
- Equipment number changes (including serial number)
- Retention
- New line activations
- Upgrades

- Accessory orders

8.6 Technical Support, Repairs and Maintenance

A. Technical Support Availability

1. Contractor must provide specialized business technical support service available during normal business hours Monday – Friday, 8:00am to 5:00pm (EDT).

First point of contact for trouble with Contractor’s voice or data services is Business and Government Customer Operations organization. The Business and Government Customer Operations teams can conduct rudimentary device and network troubleshooting. Concerns related to quality of service, such as the inability to make or receive calls, must be assigned the highest priority and receive prompt attention. A staff supervisor is available during the Business and Government Customer Operations team’s hours of operation.

Contact	Name	Phone Number
Business and Government Customer Operations	N/A	800.922.0204
Global Enterprise Advisor	Brad Samchuck	800-757-0699 Ext 2103311

2. In the event Business and Government Customer Operations representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted. (Tier 2)

Contact	Name	Phone Number
Client Executive-SLED Sales	Heather Ruckman	989-996-0795
Sr Client Partner SLED BD-Solutions	Alice Engle	217-836-9229

3. If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number
Director – Govt Sales	Joshua Bard	440-823-6876
Supervisor - Account Services	Ronald Royster	(443) 820-4230

4. A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number
Senior Director - Govt Sales	Clarence Anderson	303-550-1130
Associate Director - Account Services	Andrew Cuozzo	(203) 671-2897

5. Complex situations may require research and may take longer to resolve. In these situations, we must research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.
6. Technical support must respond to requests for technical support made by placing a call to Verizon Customer Service at 800.922.0204 within 4 hours.
7. Contractor must also provide general technical support, accessible 24 hours a day and seven (7) days a week.
8. Technical support must be available for all support questions, including but not limited to hardware problems, service problems and network issues.
9. Target support “on-hold” times must be less than 5 minutes prior to reaching an agent. Contractor will provide hold queue statistics when the 800.922.0204 contact number is called.
10. Contractor provides a technical support group to assist with wireless data connectivity support and problem resolution. The technical support group is available 24/7 at the toll-free number included in the Contract.

B. Service Support and Administration

Support for Smartphone devices

Contractor provides Tier 1 and 2 support for device and wireless service, see above escalation Tiers.

Escalation Procedures

Subscribers contact the Contractor Account Manager or Sales Support team with any escalated issues or concerns. Contractor Account Manager and Sales Support team must work with the service team to resolve any escalated issues or concerns.

C. Disputed Charges

- a. In the event of disputed charges, the State must provide Contractor with written notice during the term of the contract or within one hundred eighty (180) days from the end of said contract, of the disputed invoice or the disputed amounts.
- b. The written notice must also include why the State is disputing the charges and the State of Michigan's supporting documentation.
- c. Contractor must use good faith efforts to resolve billing issues within sixty (60) days after receipt of the notification of the dispute with supporting documentation.
- d. Particularly complex issues may take longer to resolve, Contractor will communicate to State entity progress in resolution and provide estimated timeframe for resolution. If a billing issue is resolved in the State of Michigan's favor, Contractor must credit the State of Michigan within a commercially reasonable timeframe.

7.8 Disclosure of Subcontractors

11. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it must provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that must be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor must submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they must complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships must not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

7.9 STATE STAFF, ROLES, AND RESPONSIBILITIES

The Michigan Dept. of Technology, Management and Budget, Office of Telephony Services and Smart Device Support Team is responsible for the monitoring of the services within the contract. DTMB shall provide a Program Manager. The DTMB Program Manager will serve as a contact for all issues pertaining to the execution of services under the contract. As of the effective date for contract commencement the DTMB Program Manager shall be:

Ashley Adrian
State Administrative Manager
DTMB Office of Telephony Services and Smart Device Support Team
7285 Parsons Dr
Lansing, MI 48913
Phone: 517-331-4622
Email: AdrianA1@michigan.gov

The State Agency Smart Device Coordinator (SDC) List for each Agency will be provided by the State Program Manger to the Contractor Contract Representative within 5 days of contract start and each Agency will be responsible for communicating any changes to the SDC list to the Contractor Contact Representative during the life of the contract.

8. Privacy and Security

The Contractor must be subject the following privacy and security procedures:

A. Privacy

- a. Contractor must safeguard subscriber names and information and agrees not to share or sell this information to others, especially for the purposes of marketing, without explicit consent from the State.
- b. Contractor cannot register subscribers on the National Do Not Call List. Using an active email address, subscribers can register at

www.donotcall.gov or call the toll-free registration number, 888.382.1222 (866.290.4236 for TTY), to register.

B. Security

The Contractor's network must provide security via authorization and encryption consistent with federal government (Federal Information Processing Standards (FIPS) requirements.

C. Fraud Monitoring & Prevention

1. Fraudulent calls must be the sole responsibility of the Contractor. The State must bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, or calls to areas of known fraud.

Contractor' fraud analysts must investigate and explain the situation to the subscriber and determine the appropriate course of action. Contractor agrees to proactively monitor calling volume and patterns. Contractor must use internal fraud prevention systems that are transparent to our Users, such as fraud detection software that flags unusual calling activity. If users suspect that the State mobile telephone number (MTN) and Mobile Equipment Identifier (MEID) have been illegally duplicated, contact the State Contractor Account Manager.

2. Contractor must immediately report unusual calling volumes and patterns to the SDC, such as usage or cost doubling from the previous month, or months with zero usage, etc.
3. If fraud is detected outside normal business hours, Contractor must notify the designated DTMB personnel. If the customer/user does not respond to Contractor attempts to reach customer/user, then the line may be suspended and DTMB personnel notified.
4. Should the SDC declare such activity as fraudulent, Contractor must immediately deactivate the service upon request.

D. Risk Management

Throughout the Term of this contract, Contractor will assist the State, at no additional cost, with its Security Accreditation Process, which includes the State's development, completion, and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

9. Pricing

9.1 Price Term

Contract pricing under Schedule B is firm for the entire length of the Contract.

9.2 Price Changes and Contract Updates

- A.** Pricing Adjustments must be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties must have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing must remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties must negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

- B.** The State will retain the right to change subscriber 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.
- C.** Contractor agrees to offer to the State, any standard lower priced plans made available to other governmental entities. The State may, upon request, transfer its subscriber lines to the new plans provided that it meets terms and conditions of the new plans, and executes a Contract Change Notice so confirming.

10. Online Accounts

a. The Contractor must provide secure online access for SDCs to manage accounts and order services. Only SDCs must be allowed online access to accounts and ordering.

b. The Contractor may provide additional online capabilities. Describe any additional online capabilities that must be provided in conjunction with the above requirements, such as higher security, fraud notification, usage reports/analysis, etc.

c. Accounts Change/Termination Acknowledgement - Contractor must provide the appropriate SDC with an account change or termination acknowledgement within 24 hours of a change or termination request. Rate plan changes must reflect on the account within one to two billing cycles following the change request.

11. Ordering

Ordering is defined as new orders, as well as changes to existing accounts.

a. Order Process

As part of the account set-up plan, the Contractor Account Manager must meet with the State of Michigan's authorized representatives for a thorough review of the activation process. Generally, all new activation requests are sent directly to the Contractor Account Manager for processing. Once order is received, the order is entered into the system and sent to the service support team. Ordering process completed same day. The service support team processes the order within 24 hours, See Delivery Section for Delivery timeframe. The Contractor's sales support teams must be available during normal business hours and provide assistance to the Contractor Account Manager in handling orders from start to finish.

Ordering entity may utilize Electronic Catalog Portal.

b. Standard State Ordering Process

The Contractor must only accept orders for equipment and services initiated as follows:

- Issue a State of Michigan Purchase Order
- Purchase with a State of Michigan P-Card or billed to the account on Contractor's monthly invoice.
- Order through the State of Michigan DTMB Web Portal - DTMB Purchasing

c. Emergency Ordering Process

For emergency orders, Contractor must accept telephone orders in addition to the ordering methods detailed above.

Contractor must handle the State of Michigan's expedited and emergency adds and changes of service and equipment as follows:

- Phones must be received by the State of Michigan preprogrammed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen).
- Once the equipment is received the subscriber must follow the activation instructions provided with the equipment.

d. Rush Orders:

- In the event an emergency situation arises, the enterprise account customer service specialist can normally coordinate a rush order, via overnight express delivery, subject to equipment availability.
- The State of Michigan would need to notify the customer service team of the urgent request by 2:00 p.m. EST.

e. Out-of-Stock Notification

- Should a model no longer be available, Contractor must notify and work with the State of Michigan to find a similar or like-model handset.

- Under no circumstance is the Contractor permitted to make unauthorized substitutions.

f. Request to Add (RTA) Process

The State must have the option to request additional products to be added to the Contract and/or associated web catalog or make exceptions to existing standards. Agreed upon modifications in product, service, and/or prices must be incorporated into the Contract through a properly executed amendment (Contract Change Notice), issued by the DTMB Procurement Buyer.

g. Order Verification

The Contractor must have internal controls approved by each Program Manager to verify abnormal orders and to ensure that only authorized individuals place orders.

- a. Contractor must provide an SDC with an order receipt acknowledgment within one (1) business day after receipt of an order.
- b. The order receipt acknowledgement must include the following:
 - Description of equipment and/or service plan purchased
 - Contractor order number
 - Agency order number (Delivery Order/Purchase order number)
 - Subscriber name
 - Bill-to address
 - Ship-to address
 - Ordering department
 - Account information
 - Order quantity,
 - Total cost for products
 - Total cost for service(s)
 - Additional information required by the State

When the State of Michigan uses the Contractor online system to place orders online, upon receipt of an authorized order, Contractor must provide to each user at "check out" an order confirmation number, Ship To address, Bill To address, description of equipment type order and quantity, and total cost for products and service(s). In addition, within twenty-four (24) hours, each user must receive via email a confirmation of receipt of the order submitted to Contractor for processing.

The Contractor must track all order and service requests for equipment, activation and maintenance that are received at enterprise account customer service centers. The Contractor's order tracking system stores customer information and order data and also provides a source for order status information.

12. Authorizing Document

The appropriate authorizing document for the Contract must be a Deliver Order (DO).

13. Acceptance

13.1 Acceptance, Inspection and Testing

See Standard Contract Terms, Acceptance Section and the State will consider equipment accepted when delivery of the equipment is made to the specified delivery address, AND; complete packing slips with applicable serial numbers are provided to the State. Contractor will not invoice for equipment, and the State will not authorize payment of invoices, until both of the above conditions have been met. Where direct shipment or delivery of equipment to State agency sites are a requirement of the ordering document, the Contractor is responsible for providing tracking number and/or proof of delivery to ordering Unit designee before payment will be authorized. Equipment discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or within 30 days if the defects contained in the equipment or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

Acceptance of services is tied to adequate performance of required Services.

13.2 Final Acceptance

See Standard Contract Terms, Acceptance Section and Final Acceptance is tied to adequate performance of required Services and delivery of equipment meeting the requirements of this SOW.

14. Invoice and Payment

All invoices are for payment purposes only. No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have additional items that are outside the agreed upon scope of the contract need to be corrected. Invoices with additions will be sent back to vendor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the vendor.

Contractor must have the ability to invoice accounts separately, or by grouping specified accounts into a master/parent invoice as requested by each Program Manager and/or SDC.

Invoices must be provided monthly and must use the Contractor's letterhead. Contractor will work with the State's Program Manager for setting the Monthly Billing Cycle date.

It is noted invoices on a consolidated statement containing newly added or removed lines may contain varying billing cycle and billing cut-off dates due to service begin or end dates.

14.1 Invoice Requirements

A. All invoices must be submitted electronically to the State and must include:

- Contractor name, address, and telephone number
- Invoice Number
- Invoice Period / invoice date
- Contract Number
- Vendor's Remittance Address
- Account Number with description of account services
- Cost Center - alphanumeric field designated by the SDC for internal audit control, if used
- Agency Index Code - five-digit number designated by users.
- Itemized Charges – Monthly Service, Feature, Airtime, Long Distance, Roaming, Data, etc.
- Payment Remittance Address
- State Provided Delivery Order Number or PRC Number
- Order Date
- Description and quantity of each line item purchased.
- Itemized Usage – Plan minutes used overage minutes used, text messages sent, etc.
- Adjustments
 - Required Federal Surcharges
 - Total Charges
 - Totals - total for each cost center (if multiples are used on the same order), and total charges for ordering organization. The bottom of each invoice shall have a total for all orders, a total for all credits, and amount due.
 - Contractor / manufacturer catalog / reference number
 - Contractor's list price
 - Appropriate State percentage discount
 - State net price
 - Any additional discounts offered for volume orders, prompt payment, or other Contractor offered incentives.
- Call Data
 - all incoming and outgoing calls
 - call, date, and time
 - minutes
 - long distance
 - text messaging
 - rate per unit
 - extended total of each line item invoiced
 - all discounts must be shown as separate line items
 - any approved fees or surcharges must be identified and listed separately
 - all subcontracted services must be invoiced separately

A.1. Invoices for Equipment Orders must also include:

- i. Quantity

- ii. Person Placing Order
- iii. Method of Ordering

B. Exemption from Taxes; Fees and Surcharges

The State is exempt from all Federal, State and Local taxes. If Contractor(s) intends to include any taxes, fees or surcharges in the cost models, Contractor is to reference and cite the specific regulatory mandate. Provide billing method and presentation on billings for these taxes, fees and/or surcharges for each service.

Exemptions do not apply to expenses necessary to comply with law (surcharges).

The Surcharges the Contractor collects are as follows. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. So long as the customer has not elected to suppress bill notices, the Contractor must provide notice of surcharge rate changes on the monthly bill.

1. Federal Universal Service Charge

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of February 1, 2024, the FUSC rate is 34.6% for interstate and international telecom charges and changes quarterly. The FUSC rate is 10.6568% for assessable wireless charges and changes quarterly. Other services, such as VOIP, are charged a lower FUSC rate.

2. Regulatory Charge

The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.

This charge is subject to change over time upon notice and is taxable in most jurisdictions. Effective February 1, 2024, the Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and is \$0.16 per line for all other services.

3. Administrative Charge

The Administrative Charge is a Verizon charge - it is not a tax that we are required to collect. Effective February 1, 2024, the Administrative Charge is \$0.06 per line for wireless Mobile Broadband Internet access and Machine to Machine devices, with cap at \$0.10 per line and \$1.95 per line for all other wireless services, not to exceed \$2.00. The charge changes from time to time. Contractor collects the charge to help defray certain costs they incur, currently including:

- Charges contractor, or their agents, pay local telephone companies for delivering calls from our customers to their customers.
- Fees and assessments on network facilities and services.
- Certain costs and charges associated with proceedings related to new cell site construction.

This charge is subject to change over time upon notice and is taxable in most jurisdictions. For more information about these charges, please read the "What are Verizon Wireless' surcharges?" FAQ at: <https://www.verizon.com/support/surcharges/>.

14.2 Invoice Submission Procedures – Contact each Program Manager for Invoice submission procedure.

14.3 Service Credits

When crediting agencies/subscribers, Contractor must do the following:

- a. The credit will be issued by the Contractor's customer service representative and will appear on the agency's next monthly invoice as a separate line item.
- b. The Contractor can also instruct the purchasing entity to deduct the credit amount from the current invoice if that would be more in line with the procuring agencies satisfaction and requirements.

14.4 Equipment Credits

A credit memo will be sent to the SDC and the Program Manager by the Contractor and will contain the following information:

- Credit date of issue
- Subscriber/account number
- The invoice number and date
- Reason for credit
- Amount of credit issued

14.5 Rebates

Contractor must apply all Rebates to the State as credits as follows:

Contractor rebates offered directly from Wireless Contractor will be issued as credits over the following 2 to 3 billing cycles after all rebate requirements have been satisfied.

Rebates offered through a manufacturer will be subject to the manufacturer's rebate process.

15. Payment Methods

The State must make payment for Contract Activities primarily via EFT Payment.

15.1 “No Shut Off” Policy for State Accounts

A blanket “No Shut Off” policy for all State accounts must be agreed upon. Contractor must identify/flag all State accounts as “Government Accounts” for which service must not be interrupted due to outstanding balance, disputed amount owed or late payments due. Non-payment of validly billed charges (non disputed) may result in suspension or termination of affected lines; however, Contractor must not suspend or terminate any line without providing 30 days notice after the requirements of P.A 279 are met which allows for services to be paid within 45 days.

16. Project Plan

The Contractor must carry out contract activities under the direction and control of the Program Manager(s), or designee(s).

For future large projects, the Contractor will work with the SOM to develop applicable project plans to ensure successful project implementations. The project plan must include (a) The Contractor's organizational chart with names and titles of personnel assigned to support SOM during the project; and (b) the project breakdown showing sub-projects, tasks, and resources required, (c) Timeline (d) completion date, with a final copy to be given to the Program Manager or designee within 10 days of project start.

17. Licensing Agreement(s)

The Contractor must provide a copy of any applicable licensing agreement(s).

Contractor has provided a copy of their license with the FCC to provide cellular services.

See Schedule E for applicable End-User Licensing Agreements (EULA) and any applicable third-party terms and conditions.

18. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State, from the date of removal until the date of notification of removal.
- The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement, from the date of installation until the date of notification.

Key Personnel does not include “Additional Contractor Personnel” as described in Section 7.3.

19. Additional Requirements

19.1 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury. All products containing mercury must be labeled as containing mercury.

19.2 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. Upon discovery, the Contractor will disclose to the State whether a product being purchased under the Contract contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

19.3 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

20. Service-Level Agreements (SLAs)

A service-level agreement (SLA) defines the level of service you expect from a vendor, laying out how service is measured, as well as remedies should the agreed-upon service levels not be achieved.

- A.** The Contractor must be held accountable to meet the requirements and the service level requirements established in this Contract.
- B.** The State reserves the right to reconsider or amend SLA amounts.

SLA Metric 1. Timely Deliveries	
Definition and Purpose	All orders must be delivered within 3 business days of receipt of order and the Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions must be allowed without prior written permission by SDC. The entire order must be received on the same day unless a partial delivery has been approved in advance by the SDC.

SLA Metric 1. Timely Deliveries

Acceptable Standard

1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours.
2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.
3. Items, brands, and quantities delivered must match the Order Confirmation exactly.
4. Packing slips must be provided to Agency at the time of delivery.
5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. Contractor is not liable for errors made by shipping company.
6. Orders not received in their entirety, as determined by a review of the Data Sources, must be considered inaccurate.
7. If an answered call in a government subscriber's calling plan rate and coverage area is disconnected by Contractor network and the government subscriber redials the call within 5 minutes of being disconnected, Contractor must credit the subscriber one (1) minute of airtime.
8. Damaged and Defective Items
Contractor must provide credit and/or replacement for freight-damaged or defective items and replace the items within 48 hours after notification by the SDC.
Contractor must be responsible for the credit and/or replacement of any freight- damaged or defective products at time of delivery. With the exception of equipment purchased through indirect fulfillment and laptops, Contractor cannot require the SDC to deal directly with the manufacturer.
Contractor must provide the SDC with a prepaid and self-addressed container suitable for the return of the item.
9. Outage Credit
If loss of voice service is due to the fault of Contractor in the Contractor coverage area for more than 24 continuous hours, the State of Michigan may request a prorated daily credit for the period without wireless service within 180 days service disruption. Credits are not issued for interruption in a data session.

SLA Metric 1. Timely Deliveries	
Credit Due for Failing to Meet the Service Level Agreements	<p>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <p>Extenuating circumstances must be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State must be completed within 10 days of notice of assessment.</p>

State of Michigan

Schedule B: Pricing



Monthly Access Fee Discount on Eligible Calling Plans and Eligible Data Features

21%

Note: Subject to any limitations as indicated elsewhere in this Pricing Catalog and any Exhibits. Government Subscribers qualify for monthly access fee discounts on eligible voice and data plans with monthly access fees of \$34.99 and higher available for Government Subscribers. Qualifying data features of \$24.99 or higher will also receive a discount of 21% off the Monthly Access Fee on data features available for Government Subscribers. Please note that promotional price plans may become available to the State that may already be discounted and not eligible for further discounting. Verizon Wireless has applied various discounts on State of Michigan Custom Plans and Features for Government Subscribers, please see tables below.

The pricing offered to the State of Michigan under the scope of the final contract between the State of Michigan and Verizon Wireless will be subject to the assumptions as stated in this State of Michigan Pricing Catalog. Pricing and availability, as specifically detailed within the attached Pricing Catalog, is subject to change and allowed, upon mutual agreement between the State of Michigan and Contract Vendor.

Accessory Discount

25%

discount applies to eligible accessories

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 - EMAG
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 - IBM MaaS360
 - One Talk.....

Definitions

Early Termination Fees (“ETF”): ETFs are waived for Government Subscribers. ETFs do not apply to service.

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

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

Employee Subscriber Discount: Employee Subscribers may be eligible for a Nineteen (19%) monthly access fee discount on their Eligible Calling Plans and Eligible Data Features provided they register with My Verizon and enroll in Paperless Billing. Should an Employee Subscriber de-enroll from any of these services, the Subscriber Discount will be removed from his or her lines. If Customer has employees receiving a monthly access fee discount under a prior agreement with Verizon Wireless, Verizon Wireless will provide notice, within 30 days of the Effective Date, to such employees that their lines will migrate to the discount structure applicable under this Agreement.

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

Federal Universal Service Fee (FUSF): The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

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

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

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

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

Offer Recovery Fee (ORF) - MiDeal Members & Associated Agencies: If a User disconnects a discounted or subsidized Smartphone Device from the Verizon Wireless network at any time during the first eighteen (18) months, after the device is activated or upgraded, Verizon will charge the User an ORF for each disconnected device. The ORF is calculated as the sum of the full retail price of the device plus any incentive credits minus the amount paid for the device, less 1/18th of this net amount for each month the device is active/billing.

Plan and Feature Discount: Government Subscribers are eligible to receive a 21% discount off retail price of qualifying plans.

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

Purchases by Employee Subscribers: Customer's employees and its participating parents' and affiliates' employees (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 monthly access fee discounts on Eligible Plans and Eligible Data Features as well as corporate equipment pricing, not to exceed 5 lines per employee, 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.

Regulatory Charge The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include: the cost of the license fees assessed by the FCC and costs assessed by the FCC to administer local number portability requirements. This charge is subject to change over time upon notice and is taxable in most jurisdictions.

Retired Legacy Plans: All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date pursuant to resulting contract ("Legacy Plans"), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer's existing Corporate Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

State of Michigan Liable Lines of Service: Lines of service become upgrade eligible eighteen (18) months from activation. Activation fees are waived for Government Subscribers on voice and data plans and for M2MLines. State of Michigan Liable lines of Service are not subject to an ORF.

Term of Lines ("Line Term") - MiDeal Members & Associated Agencies: The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line eighteen (18) months. Lines of service become upgrade eligible eighteen (18) months from the start of the line term. Line suspension suspends the Line Term and the Line Term restarts upon reactivation of that line of service. Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2MLines. Lines of Service that terminate before eighteen (18) months may be subject to an ORF.

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

Calling Plans

Voice Calling Plans

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* (95534)	\$23.99 (95535)	\$26.94 (95536)	\$27.99 (95537)
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 Minute	Unlimited			
Domestic Long Distance	Included			
National Access Roaming	Included			
Data Sent or Received	\$1.99/ MB or per data package			
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 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 (95538)
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 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 (74406)
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.

4G Nationwide Push to Talk Plus Only Plan

Government Subscribers Only

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

Monthly Access Fee	\$19.99 (94244/92857)
Monthly Push to Talk Plus¹	Unlimited
Monthly Voice Minutes²	None
Data Usage Rate³	Per data package

Notes: Coverage includes the Verizon Wireless 5G Nationwide[®] network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside 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.

¹Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.
²Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. ³Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

Custom 4G Wireless Home Phone for Government Voice Plan¹

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts

Monthly Access Fee	\$20.00 (93792)
Monthly Anytime Minutes	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide[®] network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. This is not a Home Phone service. This service is generally utilized to replace POTS lines.

¹Lines activated on this plan must be on a 4G Verizon Wireless Home Phone approved voice-only device. Lines activated on this plan cannot be used outside the United States. Data usage is not available with this plan.

Voice & Data Calling Plans

Custom SOMI 4G/5G Verizon Wireless Unlimited Smartphone Plan for Public Sector Government Subscribers Only

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

Monthly Access Fee	\$44.99
Plan #	70785
Data Allowance^{1,2}	Unlimited
Mobile Hotspot³	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic, Canada & Mexico Long Distance Toll Free⁴	Included
Domestic and International Messaging Allowance⁵	Unlimited
Optional Feature(s)	
TravelPass International Service⁶	\$10 daily rate (SPO 1107)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra-Wideband network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra-Wideband network. 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 this plan must be on 5G Ultra-Wideband-compatible, 5G Nationwide, or 4G LTE smartphones.

¹After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion.

²A 5G device is required to receive 5G Ultra-Wideband (UWB) service.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while on 4G LTE and 5G Nationwide network areas; and, will apply video streaming up to 4K when on 5G UWB network service areas.

³Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the 4G LTE and 5G Nationwide Mobile Hotspot domestic data usage exceeds 10 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional domestic mobile hotspot usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

⁴Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

⁵Unlimited 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.

⁶The optional TravelPass International Service feature extends the plan voice, messaging, and data allowances into Canada and Mexico at no additional cost. A \$10 daily rate will apply when used in all other Rest of World TravelPass countries. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. 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. For eligible countries, non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international.

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 4G Nationwide Email for Government Calling Plans cannot exceed 50% of the account's total lines on the 4G Nationwide Email for Government Calling Plans. 4G 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.

Custom 4G Nationwide Voice and Data Smartphone Plan for State of Michigan

Government Subscribers Only

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

Monthly Access Fee with 1-5,000 State Subscriber Lines in Service	\$39.99
Monthly Access Fee with 5,000+ State Subscriber Lines in Service	\$35.99 (95544)
Data Allowance ¹	Flat Rate
Voice Per Minute Rate	\$0.12
Nationwide Mobile to Mobile Minutes	Unlimited
Nationwide Night and Weekend Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic Messaging Allowance	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. 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 this plan must be on 5G Nationwide or 4G LTE smartphones.

¹If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

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⁾

Optional Feature

Business 5G Ultra Wideband Bolt-On Feature	\$0.00 (SPO 1545)
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Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For the avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. 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 this plan must be on 5G or 4G LTE smartphones. Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. Video applications will stream in up to 4K when in 5G UWB network service areas. Network default and capability of the device will determine video streaming in 4G LTE and 5G Nationwide network service areas.

⁽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.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

Custom 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 Allowance¹	Unlimited
Canada and Mexico Data and Messaging Allowance²	Unlimited
Mobile Hotspot³	Included
Domestic, Canada and Mexico Long Distance Toll Free⁴	Included
International Messaging Allowance⁵	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide[®] network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data speeds are not guaranteed while on roaming partner networks. Lines activating on this plan must be on 5G Nationwide or 4G LTE smartphones.

¹After 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.

²For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds will be reduced for the remainder of the day.

³Mobile 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.

⁴Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico.

⁵Unlimited 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 Standard TravelPass SPO 988. Please visit verizonwireless.com/international for TravelPass rates and destinations, which are subject to change without notice. ***

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 (95545)	\$72.99 (95547)
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 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 National Access 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 4G LTE devices. The four plans within this grid are able to share with each other.

Voice Calling Features

Call Filter

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee¹

\$0.00 (86869)

Notes: Additional feature information can be found at www.verizonwireless.com. ¹This 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 Fee¹

\$0.75 (87867)

Notes: Additional feature information can be found at www.verizonwireless.com. ¹This 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 (76600)

Company Name ID

\$1.99 per line (83436)

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 (83436)

- 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 **Logo display service** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID (76600)

- 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.

Wireless Priority Service (WPS) Access

The calling features below are not eligible for the monthly access fee discount.

WPS Access Feature Initiation Fee

Waived

WPS Access Monthly Access Charge

Waived

WPS Access Per Minute Charge

Waived

NOTE: Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of the Contract and calling plan. A WPS Access function is available 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. Contact your Verizon Wireless representative for complete details on WPS Access.

International Plans & Features

4G Business TravelPass Feature¹: Unlimited Plan for Smartphones – Government (99719)

Government Subscribers Only. Rates are not eligible for discounts.

Canada and Mexico Daily Rate²	\$0.00 (SPO 988)
Rest of World Daily Rate^{2,3}	\$10.00/day
Non-Travel Pass Countries⁴	Pay As You Go Rates

Notes: ¹This feature requires a 4G World Device or 5G World Device. ²The daily rate covers a 24-hour time period. ³For eligible countries, ⁴non-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 2 GB 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 is a generally available retail feature and is subject to change without notice. This feature can only be added to lines activated on the following plan under this Agreement: Unlimited Plan for Smartphones – Government (PP 99719).

4G Business TravelPass Feature¹: Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (23655)

Government Subscribers Only. Rates are not eligible for discounts.

Canada and Mexico Daily Rate²	\$5.00/day (SPO 383)
Rest of World Daily Rate^{2,3}	\$10.00/day
Non-Travel Pass Countries⁴	Pay As You Go Rates

Notes: ¹This feature requires a 4G World Device or 5G World Device. ²The daily rate covers a 24-hour time period. ³For eligible countries, ⁴non-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 Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (23655) under this Agreement.

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.

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 (82567)	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 Messaging¹

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	recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/international/mms for supported countries.

Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Applies to all global-capable devices. Must be added to a domestic 4G Mobile Broadband calling plan with domestic 4G Mobile Broadband Connect/Mobile Hotspot.

Data Plans

Custom 4G Unlimited Mobile Broadband Plan

Government Subscribers Only

This plan reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	\$35.99
Data Allowance ¹	Unlimited
Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)	95598
Plan # (Most Routers and Permitted Stationary Devices)	53936

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. 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. Only 5G Nationwide and 4G LTE devices can be activated on this plan. Dedicated streaming internet connections, 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 plan.

¹If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Government 5G UWB Unlimited Tablet Plan¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance ²	Unlimited
Mobile Hotspot ³	Unlimited
Plan #	70989

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

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

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

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

Government 5G UWB Unlimited Connected Laptop Plan¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00
4G LTE and 5G Ultra Wideband Data Allowance:	Unlimited
Mobile Hotspot:	Unlimited
Plan #	70991

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

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

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

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

Government 5G UWB Mobile Broadband Tablet Share Plan¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00
4G LTE and 5G Ultra Wideband Data Allowance (Shared)	2 GB
Data Overage Rate	\$5.00 per GB
Plan #	71010

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

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

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.

Government 5G UWB Unlimited Jetpack/MiFi Data Device Plan¹

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$35.99
4G LTE and 5G Ultra Wideband Data Allowance²	Unlimited
Plan #	71017

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

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

If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion; and, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while in 4G and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

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.²⁰⁰⁷

Public Sector 4G Mobile Broadband Share Plans

Government Subscribers Only

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

Monthly Access Fee	\$39.99 (90239)	\$59.99 (90240)	\$99.99 (90241)
Data Allowance (Shared)	5 GB	10 GB	20 GB
Data Overage Rate	\$8.00 per GB		

Notes: These plans are for domestic data-only devices, on the Verizon Wireless network only. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband devices.

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

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99 (99716)
Domestic Data Allowance:	Unlimited

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

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 5G Nationwide and 4G LTE networks 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 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 (99717)
Domestic Data Allowance:	Unlimited

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

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 plan.

Machine to Machine Plans

4G Machine to Machine (M2M) Share Group 1 Plans - Low Usage

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

Account Share Data Allowance	1 MB	5 MB	25 MB	50 MB	150MB
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Data Overage Rate	\$1.00 per MB				

4G Machine to Machine (M2M) Share Group 2 Plans - High Usage

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

Account Share Data Allowance	250 MB	1 GB	5 GB	10 GB
Monthly Access Fee with 1-5,000 State Subscriber Lines in Service	\$20.00	\$25.00	\$39.50	\$63.20
Monthly Access Fee with 5,001+ State Subscriber Lines in Service	\$20.00 (97716)	\$25.00 (97717)	\$39.00 (97718)	\$62.40 (97719)
Data Overage Rate	\$0.015 per MB			

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current data coverage details can be found at www.verizonwireless.com. 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. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing.

Account Share Data Sharing: Sharing among M2M Lines is available among M2M Lines active on these plans with the same Data Overage Rate. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Public Sector 4G Machine-to-Machine Share Plans

Government Subscribers Only

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

Monthly Access Fee	\$39.99 (90233)	\$59.99 (90234)	\$99.99 (90235)
Data Allowance (Shared)	5 GB	10 GB	20 GB
Data Overage Rate	\$8.00 per GB		

Notes: These plans are for domestic machine to machine data-only devices, on the Verizon Wireless network only. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE machine-to-machine devices. Netbook, Smartphone, and Tablet devices are not eligible for Machine-to-Machine pricing.

Data Sharing: Lines on these Public Sector 4G Machine-to-Machine Share Plans can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Custom Nationwide Machine-to-Machine Election Line Plan

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$1.00* (99297)
Data Allowance	0MB
Data Sent or Received	\$5.00/MB

Note: Machine to Machine coverage included the Verizon Wireless 4G, and 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 Customer¹'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.

4G Machine-to-Machine Wireless Backup Router Plan

Government Subscribers Only

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

Monthly Access Fee	\$10.00 (86848)
Monthly Data Allowance	25 MB
Data Overage Rate	\$10.00 per GB
Text Messaging	\$0.20 per message, sent or received (device dependent)

Notes: This is a commercially available plan and is subject to change without notice. Current data coverage details can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide[®] network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. 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 and 4G LTE machine-to-machine 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 25 MB allowance will be charged at the overage rate of \$10.00 per GB. Text messaging feature packages may be added to this plan. This Wireless Backup Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. This M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan.

Business Internet

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.

LTE Business Internet 10 Mbps Speed Tier Mobile Broadband Plans*

plans are eligible for monthly access fee discounts

Monthly Access Fee¹	\$70.00 (48816)	\$90.00 (48817)	\$140.00 (48818)	\$190.00 (48868)
Speed Tier Limit (Up to)²	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold³	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold⁴	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 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 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. *These plans are for mobile broadband service, and only available to select Customer-provided data routers. The 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. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

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, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

71318

LTE Business Internet 50 Mbps Speed Tier Mobile Broadband Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$80.00 (48008)	\$100.00 (48011)	\$150.00 (48012)	\$200.00 (48014)
Speed Tier Limit (Up to) ²	50 Mbps	50 Mbps	50 Mbps	50 Mbps
Data Deprioritization Threshold ³	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold ⁴	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 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 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network.

*These plans are for mobile broadband service, and only available to select Customer-provided data routers. The 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. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

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, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

71300

POTS Backup Plan

4G FWA POTS Backup Plan \$15 1GB

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$15.00
Domestic Data Allowance	1 GB
Domestic Data Allowance Overage	\$10.00 per GB
Plan #	57484

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 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

Smartwatch & Connected Devices

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

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.

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.

Usage may be prioritized behind other customers in the event of network congestion.

Unlimited messaging from within the United States to anywhere in the world where messaging services are available.

4G Business Unlimited Smartwatch Plan (Standalone) Government Subscribers

This plan is Not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00 (32836)
Voice Minutes Allowance	Unlimited
Domestic Data Allowance ¹	Unlimited
Unlimited Domestic Text Messages	Included
International Text Messages while in the U.S.	Included

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network.. Only select smartwatch devices can be activated on this plan.

¹After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p.

²Data usage generated in Canada and Mexico will be billed at the rates in the table above and will be aggregated to determine the applicable data usage tier for that month. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

4G Business Unlimited Connected Device Plan (Other)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$5.00 (99314)
Data Allowance:	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Data-Only Connected Devices such as the Samsung Camera, Wear24, and LG Urbane 2 can be activated on this plan.

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

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Public Safety Plans and Features

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders	
Government Liable Subscribers Only	
Monthly Access Fee	\$0.00
<p>Notes: 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 the Verizon Wireless network. This service is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
<p>National Security / First Responders / Public Safety</p> <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 <p>Water</p> <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems <p>Transportation</p> <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 • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems <p>Information Technology</p> <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	<p>Chemical</p> <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical <p>Communications</p> <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems <p>Critical Manufacturing</p> <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 <p>Energy</p> <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 <p>Healthcare and Public Health</p> <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs

4G/5G 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/5G 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
5G Ultra Wide Band	Included (device dependent)
Optional Service Features	
Domestic Mobile Hotspot (4G and 5G Nationwide)	\$5.00 additional per month
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)

NOTE: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. ⁽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.

***Verizon Wireless will proactively contact Customer to facilitate the plan migration as a brief service outage and device reboot may be required in order for the new service plan to take effect.**

This service plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) 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

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

Government Subscribers Only

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

Monthly Access Fee	\$22.99 (16810)
Domestic Monthly Voice Minutes	Unlimited
Domestic Roaming and Long Distance	Included
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	\$10.00 per GB

Optional Feature

Domestic 4G Push To Talk Plus	\$2.00 additional per month (81174)
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NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 4G LTE basic phones.

This plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & 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

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.

Monthly Access Fee	\$35.99
Domestic Data Allowance¹	Unlimited
Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)²	20663
Plan # (Most Routers and Permitted Stationary Devices)³	53918

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Only 5G Nationwide and 4G LTE devices can be activated on this plan.

¹Data usage on this 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 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 and fixed device applications. ²Dedicated streaming internet connections 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 plan. ³Devices utilized in conjunction with this plan are limited to routers. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & Buses) 485112 Commuter Rail Systems 485113 Bus and Other Motor Vehicle Transit Systems (Profile Condition 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) 221310 Water Supply and Irrigation Systems (Profile Condition Only)	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 Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices 221122 Electric Power Distribution (Profile Condition Only) 221210 Natural Gas Distribution (Profile Condition Only)
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Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption¹

Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$40.00
4G LTE and 5G Ultra Wideband Data Allowance²	Unlimited
Plan #	70996

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

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

²Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 50GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption services, which are available while on the domestic 4G LTE network. 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 plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

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

Government Liable Subscribers Only

Monthly Access Fee Per MDN	\$0.00 (86124)
<p>Notes: 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:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses) 485112 Commuter Rail Systems 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 Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

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)
Monthly Push to Talk Plus¹	Unlimited
Domestic Voice Per Minute Rate²	\$0.25

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. 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.

¹Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.

²Lines on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & 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

Group First Response

Group First Response for National Security, Public Safety, and First Responders

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response ¹	87781	\$23.75
Push to Talk Plus Video ¹	87787	\$20.00

Note: Group First Response features work with 5G Nationwide[@] network and 4G network plans. For avoidance of doubt, Verizon's 5G

Nationwide[@] network is a separate network from Verizon's 5G Ultra-Wideband network.

¹Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.

[^]As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 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 	<ul style="list-style-type: none"> • 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal Governments • 921190 Other General Government Support • 921110 Executive Offices
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Group First Response for Non-Public Safety Customers

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response ¹	89355	\$30.00
Push to Talk Plus Video ¹	87787	\$20.00

Note: Group First Response features work with 5G Nationwide[@] network and 4G network plans. For avoidance of doubt, Verizon's 5G

Nationwide[@] network is a separate network from Verizon's 5G Ultra-Wideband network.

¹Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.

[^]Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to the below NAICS codes.

<p>Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems</p> <p>Transportation 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service</p> <p>Information Technology 541512 Computer Integration 541519 Computer Disaster Recovery</p> <p>Chemical 561612 Protective Services 541330, 541690 Chemical Engineering and</p> <p>Consulting 239210 Pharmaceutical</p> <p>Communications 517110 Telecommunications, Wired 517212 Cellular and other Wireless</p>	<p>Telecommunications 238210, 334290 and 561620 Alarm Systems</p> <p>Critical Manufacturing 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management</p> <p>Energy 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal</p> <p>Healthcare and Public Health 621112 Health Care Practitioners 923120 Public Health Programs</p> <p>Education 610000 Educational Services 611110 Elementary and Secondary Schools 611200 Junior Colleges 611300 Colleges, Universities, and Professional Schools 611400 Business Schools and Computer and Management Training</p>
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Group First Response Dispatch and Video Bundles Government Subscribers Only

License bundles are NOT eligible for a monthly access discount

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	\$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	\$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	\$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	\$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	\$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	\$230.00
PTT Cross Carrier Group Advance LMR Video	PTT_CC_GROUP_ADV_LMR_VIDEO	Monthly	\$35.00
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	\$29.00
PTT Cross Carrier Group Command LMR	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	\$41.00
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	\$35.00
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	\$31.00
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	\$25.00
PTT Tablet Group Advance LMR Video	PTT_TABLET_GROUP_ADV_LMR_VIDEO	Monthly	\$35.00
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	\$29.00
PTT Tablet Group Command LMR Video	PTT_TABLET_GROUP_CMD_LMR_VIDEO	Monthly	\$41.00
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	\$35.00
PTT Tablet LMR Video	PTT_TABLET_LMR_VIDEO	Monthly	\$31.00
PTT Tablet Video	PTT_TABLET_VIDEO	Monthly	\$25.00

Note: All Licenses must have a Group First Response compatible device with an active Push to Talk Plus and MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.

Description	License Bundles	Frequency	Price
PTT Dispatch Group First Response	DISP_PTT_GFR	Monthly	\$300.00
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	\$306.00
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GFR	Monthly	\$506.00
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	\$500.00

Note: All Licenses must have a Group First Response compatible device with an active MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.

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	\$3.00 (87381)
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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).

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

\$7.50 (87382)

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

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.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment

Additional Discounts Not to Apply for Virtual Deployments.

*Virtual Deployment type	Price	Provided Via Email	Provided Via Phone	Project Management	Configuration of Equipment	Testing of Equipment	Up to 4 Talk Groups
	Software Plan Id and Description						
Onetime Fee							
ROIP Assisted Virtual Deployment	\$2,500	Included	Not Included	Not Included	Not Included	Not Included	Not Included
	623458: PTT+/LMR Assisted Install: ONE TIME						
Onetime Fee							
ROIP Managed Virtual Deployment	\$8,000	Included	Included	Included	Included	Included	Included
	623459: PTT+/LMR Managed Remote: ONE TIME						
Onetime Fee							
ISSI Managed Virtual Deployment	\$25,000	Included	Included	Included	Included	Included	Included
	623461: PTT+/LMR Managed Plus P25: ONE TIME						

Note: *Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched. Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network (“VPN”) connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio (“LMR”) feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an “AS IS” basis “WITH ALL FAULTS” and “AS AVAILABLE.” The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment

Customer Requirements:

Physical Installation and configuration.	Access to add network elements to Customer’s network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSsupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number’s (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:

Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful

Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

Private Network

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
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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.

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 4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA

are optional features that can co-exist on a Customer's Private Network profile.

4G LTE Private Network Traffic Management (PNTM) 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	ing 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 (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 926120 Regulation and Administration of Transportation Programs Regulation, Licensing, and Inspection of Commercial Sectors Regulation and Administration of Comms, Electric, Gas, Utilities American Indian and Alaska Native Tribal Governments General Government Support 921110 Executive Offices	928110 National Security 926150 926130 921150 921190 Other
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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.)

Legacy Plans

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	\$27.30	\$35.10	\$42.90	\$50.70	\$58.50
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.

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	\$50.70	\$58.50	\$66.30	\$74.10	\$81.90
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.

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, 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 [†] (95600)	\$35.99 (95602)
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	

3Notes: 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 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 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.

The New Verizon Plan for Business – 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 ³ (SFO 84043)	Select Connected Devices ³ (SFO 84026, 84027, 84028)
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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
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Select Data Amount (Talk and Text are Unlimited)

The 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 ³ (681)
\$175.00 \$138.25 (96345)	Up to 25 Phone/	25 GB ³	\$15.00 per 1 GB	Included	Included	\$15.00 for 1 GB (optional)
\$245.00 \$193.55 (96366)		35 GB ³				
\$350.00 \$276.50 (96368)		50 GB ³				

\$500.00 \$395.00 (96369)	Internet devices	85 GB ³				
\$750.00 \$592.50 (96370)		150 GB ³				
\$1000.00 \$790.00 (96371)		Up to 50 Connected Devices	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 Messages³	Included					
Domestic Mobile Hotspot	Included					

Notes: These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide[®] network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data-only devices on these plans share in the data allowance but do not use the minutes or message allowance unless the device is capable.

¹Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ²Only approved connected devices are eligible. All Talk, Text and Data allowances on the New Verizon Plan for Business 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. ³Safety 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. ⁴Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with data-only devices must use the data-only plans. ⁵Included Text Messages originating in the U.S. to Canada and Mexico.

Access fee discounts, if available, are applied at the account level only.

The New Verizon Plan for Business is not compatible with Private Network Traffic Management.

Sharing: Customers subscribing to the New Verizon Plan for Business will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on the New 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.

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 (97585)
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
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.	

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	\$23.40	\$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	\$23.40	\$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	00 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 . ¹ The 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. 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 . *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.					

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	\$19.50	\$39.00	\$31.20	\$66.30
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	\$19.50	\$39.00	\$31.20	\$66.30
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		0 sent; unlimited incoming	0 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. ¹The 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. 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.

¹This is a monthly feature and will be removed from the account one month after being added to an account.

²This is a recurring feature and will remain on the account until removed.

Verizon Business Solution Store (BuSS)

EMAG

Enterprise Gateway for Public Safety

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

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

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

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

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

**Enhanced Messaging Plans
SMS Only for EMAG Enhanced Plans**

The monthly access fee discounts are reflected in the pricing below. **NO** 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
1,000,000	(22119)	\$4,200	\$0.013
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.

Field Force Manager

Field Force Manager: Pricing Options. Data package required

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

Feature*	Monthly Access Per Line	SFO for Basic Phones	SFO for Smartphones & Tablets
FFM Limited	\$15	76721	76636
FFM Basic	\$20	76722	76637
FFM Pro	\$25	76723	76638

Note: *These features require a data package with a monthly allowance e.g., MORE Everything for up to 10 lines or up to 25 lines or Nationwide for Business shareable data packages and plans. To avoid excessive usage charges, these features are not compatible with pay per use data. Optional features may be added onto an eligible calling plan of \$34.99 or higher. May not be available on all devices. By purchasing the field force manager Customers 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. Requires 2MB of data for application download.

IBM MaaS360

IBM® MaaS360® Enterprise Mobility Management (EMM)

A discount has been applied. IBM MaaS360 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.

Enterprise Mobility Suites: Core Products

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license <u>per device</u>	Essentials	D1P3GLL	Essentials Suite per Device	\$2.25 598456	\$27.00 598455
	Deluxe	D1P3LLL	Deluxe Suite per Device	\$3.75 598457	\$45.00 598458
	Premiere	D1P3RLL	Premier Suite per Device	\$4.69 598459	\$56.25 598460
	Enterprise	D1P3WLL	Enterprise Suite per Device	\$6.75 598461	\$81.00 598462
Per User: One (1) license <u>per single user</u> with multiple devices	Essentials	D1P3ILL	Essentials Suite Per User	\$4.50 598463	\$54.00 598464
	Deluxe	D1P3NLL	Deluxe Suite per User	\$7.50 598465	\$90.00 598466
	Premiere	D1P3TLL	Premier Suite per User	\$9.38 598467	\$112.50 598468
	Enterprise	D1P3YLL	Enterprise Suite per User	\$13.50 598469	\$162.00 598470

Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM Fast Start Customer Setup** is required for less than 50 licenses.

Field Force Manager: Pricing Options. Data package required

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

Feature*	Monthly Access Per Line	SFO for Basic Phones	SFO for Smartphones & Tablets
FFM Limited	\$15	76721	76636
FFM Basic	\$20	76722	76637
FFM Pro	\$25	76723	76638

Note: *These features require a data package with a monthly allowance e.g., MORE Everything for up to 10 lines or up to 25 lines or Nationwide for Business shareable data packages and plans. To avoid excessive usage charges, these features are not compatible with pay per use data. Optional features may be added onto an eligible calling plan of \$34.99 or higher. May not be available on all devices. By purchasing the field force manager Customers 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. Requires 2MB of data for application download.

IBM® MaaS360® Enterprise Mobility Management: Add-On Products

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

- These SKUs require an active subscription from the **Core Products** list (see above).
- This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	Mobile Threat Management	D1AJPLL	Mobile Threat Mgmt per Device	\$0.75 598473	\$9.00 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser per Device	\$0.75 598953	\$9.00 598954
	TeamViewer	D0048ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per Device	\$0.75 625453	\$9.00 714502
Per User: One (1) license per single user with multiple devices	Mobile Threat Management	D1AJSLL	Mobile Threat Mgmt per User	\$1.88 599454	\$22.50 599455
	Secure Mobile Browser	D1AGZLL	Secure Mobile Browser per User	\$1.88 598955	\$22.50 598956
	TeamViewer	D0047ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per User	\$1.50 625454	\$18.00 714452
Laptop Location	D1AM8LL	Laptop	598471	\$0.38	
		Location	598472		

IBM® MaaS360® Enterprise Mobility Management Professional Services

IBM MaaS360 EEM Professional Services are not eligible for discounts.

Product	SKU	Plan ID	Description	One-time Cost
IBM Email Setup - One Time Charge	D01XLZX	741452	Provides remotely delivered expertise and guidance in setting up and configuring the MaaS360 Email Access Gateway. The IBM consultant will participate in the discussions and setup remotely via WebEx. Through the initial conversation, the consultant will recommend the appropriate scenario to leverage, and also provide recommendations for redundancy and load balancing as needed. The consultant will assist in deploying any of the following scenarios: (1) Email gateway for any access, (2) Email gateway to allow only MaaS360 Secure Mail clients, (3) Email gateway with client authentication using corporate credentials.	\$730.00
Health Check Success Service	D1RTALL	644452	IBM will assess your current deployment against your use cases, future goals, and industry best practices in a 1 day session. Receive a report with a score and recommendations on how to utilize MaaS360 to its full potential.	\$2,800.00
IBM Fast Start Customer Setup Service	D1X6SLL	636958	Fast Start is <u>required for accounts activating less than 50 licenses</u> . Provides set up assistance during a 2-hour phone call with a MaaS360 expert	\$500.00
EMM 30-Day Trial	D1P3TRL	598957	One-Time EMM 30-Day Trial. Customer can trial MaaS360 for 30 days. At the conclusion of the trial (but before the 30 day period ends), customer may convert the account to a paid subscription. Once the order is processed, the number of paid licenses can be provisioned to the account. Note. If the trial expires past the 30 day period customer must contact Verizon.	\$0.00
Mobility Training Success Service	D1RTBLL	644453	A 2 day, curriculum based training workshop to skill up your helpdesk, operations team, and administrators on enterprise mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	\$5,700.00
Quick Start Success Service	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	\$14,000.00

IBM MaaS360 EMM Core Products

Included features are determined by IBM MaaS360 UEM License Type

Feature	Functionality	Included Features by License			
		EMM Essential	EMM Deluxe	EMM Premier	EMM 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	✗	✗	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	✗	✗	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	✗	✗	✓	✓
App Security	Enforce authentication & copy/paste restrictions	✗	✗	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	✗	✗	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	✗	✗	✗	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	✗	✗	✗	✓
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	✗	✗	✗	✓

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions and can be viewed here: <http://www-03.ibm.com/software/sla/sladb.nsf/sla/saas>. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

One Talk

One Talk Solution: Government Subscribers Only

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

One Talk is a mobile first business telephone system that combines Smartphones and Desk phones (standard and 4G) capabilities into a fully integrated office solution providing a single telephone number ("Mobile Data Number/MDN") with the same type of advanced calling and messaging features.

Desk Phone/Mobile Client (App)

Price Plan Type	Business Unlimited
One Talk Primary MDN (DeskPhone)	Monthly Access
One Talk Price Plan (100 MB Data)	\$10.00
One Talk Feature	\$15.00
One Talk Primary MDN (App)	Monthly Access
One Talk Price Plan (100 MB Data)	\$0.00
One Talk Feature	\$15.00

Auto Receptionist and Hunt Group

Price Plan Type	Business Unlimited
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	\$10.00
One Talk AR Feature	
One Talk HG Price Plan (100 MB Data)	\$0.00
One Talk HG Feature	

One Talk Premium Visual Voicemail for Android Smartphone	\$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile App	
One Talk Voicemail to Text for iOS Smartphones	
One Talk Caller Name ID and Spam Filter	\$0.00

Additional Devices per MDN¹

Standard One Talk Desk Phones: For MDN's activated on a Smartphone, Standard Desk Phone or, Mobile App, a maximum of up to eight (8) additional devices can be shared with the MDN as follows: one (1) Smartphone, up to two (2) standard One Talk desk phones and up to five (5) mobile Apps.

Additional Device Pricing

Smartphone Device	One Talk Standard Desk Phone	Mobile Client (App) ² (Includes Smartphones and Tablets)
Additional devices (endpoint) incur a \$0.00 monthly access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. 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 originated from a Smartphone, or Mobile drop if either party leaves Verizon 4G and/or Wi-Fi coverage. When outside of the 4G coverage area and without 4G or WiFi service, the Smartphone device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user.

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. ¹Each One Talk phone number can be shared between devices with the following limits: Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time.

²The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device). Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. ³All Google Workspace business plans are supported, however, Gmail is not supported; and all Microsoft 365 personal and business plans are supported.

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.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. .

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

<https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

4G Business Unlimited One Talk Plans

Government Subscribers Only

These plans are NOT eligible for monthly access fee discounts.

Auto Receptionist

Monthly Access Fee	\$10.00 (99319)
Voice Minutes Allowance	Unlimited
Data Allowance¹	Unlimited

Mobile Client (App)/Standard One Talk Desk Phone

Monthly Access Fee	\$10.00 (99320)
Voice Minutes Allowance	Unlimited
Data Allowance¹	Unlimited
SMS (Text) Domestic Messaging	Unlimited (73503)

Standard One Talk Desk Phones: For MDN's activated on a Smartphone, Standard Desk Phone or, Mobile Client, a maximum of **up to eight (8) additional devices** can be shared with the MDN as follows: one (1) Smartphone, up to two (2) standard One Talk desk phones and up to five (5) mobile clients.

Additional Device Pricing

Smartphone Device	One Talk Standard Desk Phone	Mobile Client (App) ⁴ (Includes Smartphones and Tablets)
Additional devices (endpoint) incur a \$0.00 monthly access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network.

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 originated from a One Talk Connected desk phone drop if either party leaves Verizon 4G coverage. When outside of the 4G coverage area devices will only operate over Wi-Fi or LAN with standard voice and SMS messaging capabilities and all One Talk features available to the user. One Talk Connected desk phones will operate over LAN when no 4G service is available.

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. ³Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. ⁴The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. ⁵All Google Workspace business plans are supported, however, Gmail is not supported; and all Microsoft 365 personal and business plans are supported.

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.

¹After 22 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 1080p. If 22 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. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

This is a current retail plan and is subject to change or be discontinued without notice to the customer. Business Unlimited One Talk Plans is not compatible with Private Network Traffic Management (PNTM) or Private Network.

One Talk Call Queue

Government Subscribers Only
No Domestic Roaming or Long Distance Charges

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$25.00	\$45.00
Calls in Queue	10 calls held in queue	25 calls held in queue
Monthly Call Queue Agent Feature	\$1.00 per line/per month*	

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. 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. ¹One (1) additional Desk Phone can be added as an additional device per MDN. ²Mobile Client (App) eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers), wireless and WiFi tablets; limit five (5) total per MDN (including primary device). Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data.

1. Call queue has a maximum limit of 40 agents per call queue setup.
2. Dial MDN direct or be routed through Auto Receptionist

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

One Talk Messaging for Hunt Group

This feature is not eligible for further discounts

Monthly Access Fee	\$9.99 (88212)
Hunt Group Recipients	Up to 20 maximum per line
SMS/MMS Unlimited¹	Included

Note: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon MDN and Hunt Group delivers one or more One Talk phone numbers to provide specialized support to customers. Mobile devices associated with the One Talk App can send and receive text messages to Hunt Groups.

¹One Talk SMS is only available on the Mobile Client (App).

Messaging for Hunt Groups can support having simultaneous call sequence – once a customer sends out an SMS it will be sent to all the Messaging for Hunt Group members

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

One Talk Connected 4G Desk Phone Plans

Government/Corporate Subscribers Only

These plans are NOT eligible for monthly access fee discounts.

Plan	Monthly Access	Voice Minutes Allowance	Data Allowance
48083 - One Talk LTE Desk Phone Unlimited Talk and Text	\$10.00	Unlimited	500 MB
48084 - Business Unlimited LTE Desk Phone			Unlimited

Data Overage Rate	\$10.00 per GB
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Auto Receptionist and Hunt Group

	Monthly Access
One Talk Primary MDN	
One Talk Auto Receptionist Feature	\$10.00
One Talk Hunt Group Feature	\$0.00
One Talk Premium Visual Voicemail for Android Smartphone	\$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile Client (App)	

One Talk Voicemail To Text for iOS Smartphones	
One Talk Caller Name ID and Spam Filter	\$0.00
Additional Devices per MDN¹	
For MDN's activated on a One Talk Connected desk phone, a maximum of up to seven (7) additional devices can be shared with the MDN as follows: one (1) One Talk Connected desk phone, one (1) additional One Talk standard desk phone and up to five (5) Mobile Clients (Apps). *Current One Talk customers adding a One Talk Connected desk phone must change to this configuration.	
One Talk Standard Desk Phone	Mobile Client (App)² (Includes Smartphones and Tablets)
\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com . Coverage includes the Verizon Wireless 4G network. Only One Talk Connected desk phone devices can be activated on this plan.	
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 originated from a One Talk Connected 4G desk phone drop if either party leaves Verizon 4G coverage. When outside of the 4G coverage area devices will only operate over Wi-Fi or LAN with standard voice and SMS messaging capabilities and all One Talk features available to the user. One Talk Connected desk phones will operate over LAN when no 4G service is available.	
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. ¹ Each One Talk phone number can be shared between devices with the following limits: ¹ Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. ² The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. ³ All Google Workspace business plans are supported, however, Gmail is not supported; and all Microsoft 365 personal and business plans are supported.	
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.	
This is a current retail plan and is subject to change or be discontinued without notice to the customer. This One Talk Connected desk phone is not compatible with Private Network Traffic Management (PNTM) or Private Network.	
For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/	

Verizon MDM

Verizon Mobile Device Management (MDM): Government Subscribers

These calling features reflect the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Broadband Hotspot Management ¹	\$1.49/device per month or \$15/device per year
Unified Endpoint Management ²	\$1.00/device per month or \$10/device per year

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Verizon MDM supports select devices and operating systems and may require installation of a software agent. Verizon MDM features are ordered and billed separately. The Verizon MDM portal is a **CLOUD BASED SYSTEM** and accessed via an Internet Browser.

- Broadband Hotspot Management (BBHS) currently supports Broadband Hotspots also known as Jetpacks.
- Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations within the Verizon MDM's customers' instance.
 - Requires iOS 12 or Higher
 - Requires iPad OS 13 and higher
- All services are billed at the account level

****Due to a number of features that require HTML 5, the Verizon MDM portal requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.**

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 240000000033

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$5,000,000 Each Occurrence \$5,000,000 Personal & Advertising Injury \$5,000,000 Products/Completed Operations \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Property Insurance	
Contractor is responsible for any loss or damage to State property arising out of this	Policy must be endorsed to add “the State of Michigan, its departments, divisions, agencies,

Required Limits	Additional Requirements
<p>agreement, including cargo while in transit, and cargo in Contractor's care, custody, and control, up to its replacement value.</p> <p>Evidence of Property Insurance is required for any off-site property location of Contractor that is part of this Contract.</p> <p>Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by Contractor, up to its replacement value, where the property and its contents are under the care, custody and control of Contractor.</p>	<p>offices, commissions, officers, employees, and agents" as a loss payee as its interests appear.</p>

8. Non-Waiver. This Schedule C is not intended to and is not to 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.

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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 to 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), and VZW content standards (attached hereto as Exhibit "A") ("Messaging Guidelines").

Customer will not send any unsolicited bulk commercial messages (i.e., spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. Consent Requirements. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and

c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

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

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

8. Fees. Customer will pay monthly the fees set forth in **Exhibit B** 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 thirty (30) 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.



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
---	-------------

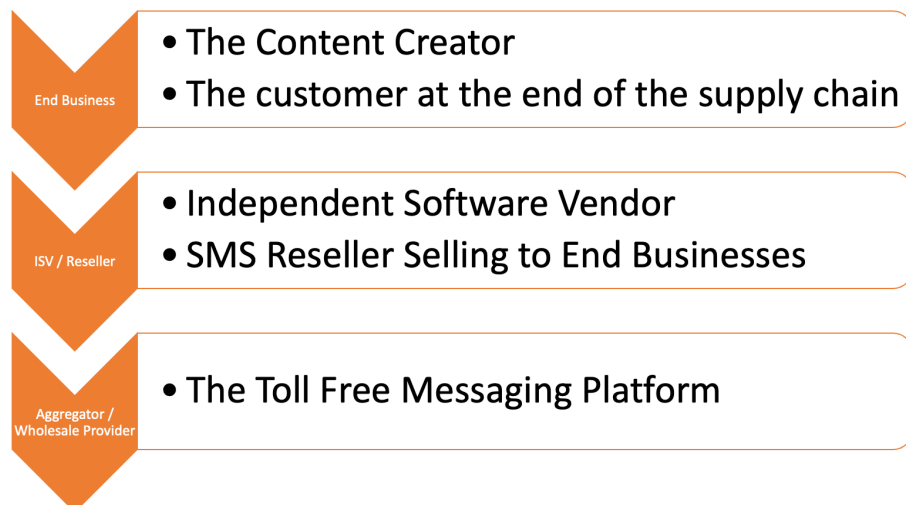
3.1.7 ISV/Reseller

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 its 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>

One Talk from Verizon Terms & Conditions

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**" or "**One Talk Standard**"), is a business telephone solution that brings together the functions of desk 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 available with the Service). Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**You**") and Verizon Wireless ("**VZW**", "**We**" or "**Us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. **Customer Agreement.** Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.
2. **Term.** Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of this Agreement, the following provision governs the use of the Service. When One Talk is activated, service for each line will be on a month-to-month basis, unless You elect an optional one or two-year contract for desk phone hardware only (for which early termination fees may apply). If You choose month-to-month service, You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.
3. **How the Service Works.** For the Service to work, you must select the lines on your company's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk in Native Dialer or Enhanced Dialer mode. You may only make voice and/or video calls with up to three devices per One Talk phone number at the same time.

4. **One Talk Available Options**

Auto Receptionist. An automated Receptionist (AR) is a telephony system that transfers incoming calls to various extensions as specified by callers, without the intervention of a human operator. The settings for the line must be configured, using the web portal. You will be charged a monthly recurring fee for each Auto Receptionist line in your company's profile.

Hunt Group. Hunt Group is a set of connections and rules that route incoming calls to a group of users until someone is available or all users have been tried. If a call is routed through the Hunt Group and every user is busy, the call is then routed to voicemail. You are eligible to activate a Hunt Group within your Enterprise Customer Profile Database (ECPD) profile if you have activated at least one One Talk line on a Smartphone, Desk Phone or Mobile App. You will not be charged a monthly recurring fee for any Hunt Group lines in your company's profile.

One Talk Native Dialer and Enhanced Dialers. The One Talk Native Dialer and Enhanced Dialers add various business features to the native dialer on a compatible smartphone (see <https://www.verizonwireless.com/support/compatible-one-talk-devices/> for a current list of supported devices). With One Talk in Native Dialer or Enhanced Dialer mode, your One Talk phone number will be the same as your VZW phone number. You can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

One Talk Call Queue. One Talk Call Queue allows you to put calls on hold in a customizable virtual waiting room which are routed to available recipients once they are free. You must add the Call Queue Agent feature to each recipient line that will receive calls from the call queue. A Call Queue Agent is a designated person employed by your business who will receive the calls routed to

them by Call Queue. You will be charged a monthly recurring fee for each Call Queue line and Call Queue Agent in your company's profile. There are two versions of Call Queue available, Call Queue Small and Call Queue Large. Call Queue Small allows for a queue size of up to 10 calls in the waiting room. Call Queue Large allows for a queue size of up to 25 calls in the waiting room.

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from VZW. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi).

One Talk Desktop App. The One Talk Desktop App is available for Microsoft Windows computers running Windows 8 or higher or Apple Mac computers running Mac OS 10.11 or higher. To use the Service, you must add a One Talk phone number to the Desktop App, and you must use the Desktop App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Desktop App.

One Talk Mobile App. The One Talk Mobile App is available for smartphones and tablets via the Google Play™ Store for devices running Android™ 8.0 or higher or from the Apple® App Store® for devices running iOS 13 or higher. To use the Service, you must add a One Talk phone number to the Mobile App, and you 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, your device will have two phone numbers – one for its original native dialer and the other for the One Talk number. Other associated devices will share the same One Talk phone number. Users may install the One Talk Mobile App on any 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 VZW subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers.

Premium Voicemail. Premium Voicemail is direct-access voicemail with a visual interface. Such an interface presents a list of messages for playback, as opposed to the sequential listening required using traditional voicemail, and includes a transcript of each message.

Call Filter Terms & Conditions

Your use of Verizon's Call Filter services and related software and applications ("Call Filter" or the "Service") is subject to the following terms and conditions ("Terms"). These Terms form a legally binding agreement between you and Cellco Partnership d/b/a Verizon Wireless ("Verizon", "Verizon Wireless", "we" or "us"). By using the Service, you accept these Terms, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes to the Terms, you're agreeing to accept those changes. The Service. Call Filter is a free service that provides network-based and application-based features to help screen unwanted calls and block spam. Verizon will automatically enroll customers to receive this Service.

The Service is not available for incoming calls from restricted or unlisted numbers. The Service may not work with some of our other services like Number Share. The Service utilizes analytics and databases that are continually evolving, including spam reporting by customers. The Service is not guaranteed to be accurate, and not all nuisance, spam or fraud calls will be detected, including where the caller ID has been spoofed or falsified to disguise the actual calling number. The Service's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom you may have given consent to communicate with via your mobile number. Blocked callers may leave a voicemail (if you have voicemail enabled), unless you have opted in to terminate blocked calls before they reach your device.

Spam Alerts and Spam Call Blocking. The Service identifies calls as potential spam or a particular category (when available) on your incoming call screen. If the caller's phone number is stored as your Contact, you may not see a spam or category label. The Service will automatically forward to voicemail high-risk spam (potential fraud) callers by default, but you may review your blocked calls list and adjust your spam filter settings in My Verizon. To ensure wanted calls are not blocked, add the phone numbers to your Contacts and list of Allowed Numbers. Allowed Numbers may still be blocked by another app or service or your device.

Caller Name ID

Caller Name ID. The Caller Name ID service, displays the caller name and phone number, of the caller's phone number, if these details are available. The caller's name may not show if they are labeled as spam on certain operating systems. Your saved contact names will show instead of the Service's caller identification (so if a call would normally show as a Robocaller with the Service, but is in your list of Contacts, that Contact name will show instead).

5. **Charges**

For each One Talk line activated in any of the available One Talk Service types (Standard, Plus or Pro), Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and either your wireless carrier or your broadband provider will bill data, voice, and messaging charges based on your existing 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. The One Talk line Monthly Recurring Fee charged to a Customer will be based upon the number of active One Talk lines on Customer's Account and the tiered pricing plan in effect. Customer agrees it has an affirmative obligation to notify Verizon Wireless within 60 days of any changes to its cumulative number of One Talk lines, so that any pricing adjustments may be made accordingly. These pricing changes applicable to Customer shall become effective within 2-3 billing cycles after the change in the number of Customer lines has occurred.

One Talk Native Dialer and Enhanced Dialer. If you are using a device on the VZW network and the device supports video calling, the voice portion of the video call will be billed as minutes of use and the video portion will be billed as data under your existing mobile service plan. If you are using a device on Wi-Fi and the device supports video calling, the voice and data portions of the video call will only be billed as data under your broadband plan. 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) and usage of Blue Jeans Meetings in the One Talk Mobile app will be billed as data under either the mobile service plan for the applicable device or by your Wi-Fi broadband provider.

One Talk Desktop App. Your download of the One Talk Desktop App will consume approximately 110 MB of data. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

Desk Phones. Voice and video calls to and from One Talk Desk Phones may consume data from your existing connectivity provider. Any charges related to such use will depend on the costs associated with your connection (whether broadband, cellular, or otherwise). Customers who elect a one or two-year commitment must pay an Early Termination Fee (ETF) when disconnecting service prior to the end of the service term. The amount due is based on the length of time left on the service contract. The ETF is calculated based on the contract effective date and disconnect date.

Virtual Devices. For virtual devices including Auto Receptionist, Hunt Group and Call Queue, there are no data charges associated with the use of these lines.

6. **Emergency 911 Calls.** You can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, you should avoid doing so, because 911 calls over a Wi-Fi connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your 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, connectivity failure or other service disruption. Before any One Talk Desk Phone can be activated or the Service can be activated on any device, you must enter the U.S. address where you want emergency services to be sent if you call 911. It is not necessary to use the same address for all devices. It is very important that you update your 911 address whenever you change your location for any of these devices, because this is the location that will be given to emergency services when you dial 911. You can go to your Mobile App Settings and or One Talk Desktop App settings and change your 911 address at any time, or change the 911 address for a One Talk Desk Phone on the web portal. Note: With a device using the One Talk Mobile App and or the One Talk Desktop app, emergency services will use the 911 address you entered only if you use Wi-Fi to make the 911 call; otherwise, your device's built-in capabilities will provide the location of your device.

7. **Privacy.** We may use information about your use of the Service in accordance with the [Verizon Privacy Policy](#).

8. **Confidentiality.** You agree that any information (e.g., IP sourcing data) that is shared with you in configuring One Talk will remain our Confidential Information.

- 9. Third Party Products**
- A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.
- B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content. Use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.
- C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.
10. **Service Limitations.** The Service is not compatible with certain devices, including fax machines, credit card machines or certain security systems. Your VZW 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.
11. **Important Service Disclosures.** YOU ACKNOWLEDGE AND AGREE 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. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.
12. **Software.** In connection with the Service, we will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). We may update the Software from time to time and your failure to install any update may affect your Service and/or use of the Software. You may use the Software only as part of, or for use with, the Service as authorized in this Addendum.
- We grant you 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 us 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.
- You 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). You also agree 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.
13. **Disclaimer of Warranty.** THE SERVICE, THIRD PARTY PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, 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 OR THIRD PARTY PRODUCTS 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.

VERIZON MOBILE DEVICE MANAGEMENT SERVICE TERMS & CONDITIONS

Verizon Mobile Device Management (MDM) (the "Service") provides device management services from a cloud-based portal to entities to manage their remote assets, smart devices and Jetpacks. Through the Service, entities will be able to (1) manage smart phone and tablet configurations for devices running Android® and Apple® iOS with the Unified Endpoint Management license, and (2) manage security profiles and settings on selected Jetpacks and MiFi with the Broadband Hotpot Management license. By using the Service, the entity purchasing the Service ("Customer") acknowledges that Customer has read all of the terms and conditions of this agreement ("Agreement"), understands them, and agrees to be bound by them. This Agreement is by and between the Customer and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, "VZW").

Customer may separately purchase the Verizon MDM Implementation Service for assistance with the setup, configuration, and onboarding of the Service, as further described in the separate VZMDM Implementation Service Terms referenced in Section 11 and provided as Attachment 1 below.

1. **Verizon Wireless Agreement.** This Service is subject to all of the terms in Customer's agreement for wireless service with VZW, which is incorporated herein by reference. To purchase or use the Service, Customer must have an active VZW account.
2. **Billing.** Customer's use of the Service will be billed according to the terms of Customer's agreement for wireless service with VZW.
3. **Restrictions on Use.** Customer will use the Service solely for Customer's internal use subject to any restrictions or exceptions as set forth in this Agreement. Customer will not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any information contained in the Service; (ii) use the Service in order to build or support, or assist a third party in building or supporting, products or services competitive to VZW; or (iii) license, sell, rent, transfer, assign, or otherwise commercially exploit the Service or any content in the Service other than as expressly permitted in this Agreement.
4. **Security Measures.** Customer will implement and maintain security measures with respect to the Service that effectively restrict access to the Service to authorized personnel with a need to know, and that protects the Service from unauthorized use or access. Customer will ensure that the Service is not accessed, used, or made available to third parties or to Customer's employees who are not authorized to access the Service.
5. **License.** Subject to the terms and conditions of Customer's agreement with VZW for wireless service, VZW grants Customer a non-exclusive, non-transferable, non-assignable, royalty free license for use of the Service solely for internal business operations. The license granted herein is effective throughout the Term (defined in Section 10 below) of this Agreement.
6. **Intellectual Property Rights.** VZW and/or its applicable third party suppliers or vendors own all intellectual property rights in the Service and its devices, components, platform, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW and/or its applicable third party suppliers or vendors.
7. **Privacy; Notice and Consent.** "Mobile Device" means any mobile device, including smartphones, tablets, smartwatches and other wearables, laptops and netbook computers that Customer provides to its End Users and are enrolled in Verizon MDM. "End User" means any person (e.g., employee, contractor) with a Mobile Device whose Location Information can be viewed by Customer using the MDM. "Location Information" means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's VZW account.
 1. **Consent and Revocation.** Customer will be solely responsible for obtaining affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect and disclose Location Information, and for retaining evidence of consent for the period required by law (typically, 5 years after cessation of use). Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer will ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected and disclosed by Customer and/or third parties acting on Customer's behalf (representatives, agents, etc. . .) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the Service and readily available and easily accessible by End Users. Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means at any time. If consent is denied, revoked or withdrawn by an End User, Customer may no longer use the Service to access or collect the End User's Location Information.

2. **Use and Storage of Location Information.** Customer may only use Location Information for the purpose of using the Service and only as provided in the notice to the End User for as long as Customer has their consent. VZW does not provide Customer with access to any stored Location Information. Customer must implement appropriate security measures and safeguards that protect End User privacy and safety.
8. **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local government laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.
9. **Disclaimer of Warranty.** IN NO EVENT SHALL VZW BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF. THE SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, VZW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. VZW DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.
10. **Term.** The term of this Agreement ("Term") is subject to the term of Customer's agreement for wireless service with VZW, or while Customer still uses the Service.