

REFERENCE AGREEMENT FOR PROFESSIONAL SERVICES

MOBILE TELECOMMUNICATIONS

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY

AND

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

CONTRACT NO. 2514-02061
PURCHASE ORDER NO. 70000372587

(Internal Services Department, Los Angeles County: Contract No. MA-IS-2440230-1)

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Attachment A	Verizon Business Network Services LLC. Service Attachment
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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Cellco Partnership d/b/a Verizon Wireless, doing business as a(an) General Partnership formed in the State of Delaware, hereinafter referred to as “Contractor”, pursuant to authorization by the Cook County Board of Commissioners September 18, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

Whereas, County of Los Angeles, CA (“Los Angeles County”) solicited a formal Request for Bid process for Wireless and Data Service and Equipment, and the Contractor was identified as the lowest most responsible and responsive bidder; and

Whereas, Los Angeles County entered into a contract on May 1, 2024 for the provision of services by the Contractor for Los Angeles County relative to Wireless and Data Service and Equipment, a copy of the contract is attached hereto as Attachment B for reference purposes only but the terms of the Los Angeles County contract are not made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of Los Angeles County; and

Whereas, the County, through the Bureau of Technology desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide Wireless and Data Service and Equipment, incorporated as Exhibit 1, Scope of Services; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Los Angeles County Contract No. MA-IS-2440230-1.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means the services described in Exhibit 1, Scope of Services .

"Subcontractor" or **"SubContractor"** means any person or entity hired by Contractor specifically to perform all or part of the work covered by this Agreement. Subcontractors do not include agreements with vendors, such as long-term arrangements for materials or supplies or agreements for roaming service, that support Contractor's commercial business beyond the County.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	IT and Data Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program ("E-Payables")
Exhibit 9	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	IT and Data Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program ("E-Payables")
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" the mobile voice and data services and devices that enable the mobile services, listed in Exhibit 2, Schedule of Compensation, provided by Contractor to the County.

Contractor will accept returns or make exchanges on all cellular merchandise purchased from Contractor provided the equipment is returned in its original condition within 30 days of receipt of the equipment without any penalty, as described in Exhibit 1, Scope of Services. If service is also terminated within 30 days, the County remains responsible for any charges incurred for the products and services delivered to the County prior to the termination date.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses upon request. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be provided to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as required, qualified and assigned to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County.

ii. Key Personnel

"**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must replace the key person or persons in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii. Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees directly performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. The MBE/WBE participation goal for this Agreement is zero percent **0%**. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor

for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements upon prior written notice to, review and acceptance by Contractor.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation in compliance with the statutory requirements of the State of Illinois or any other applicable jurisdiction, and

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 disease each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form or equivalent) to cover bodily injury and property damage.

Each Occurrence	\$2,000,000
General Aggregate	\$3,000,000
Completed Operations Aggregate	\$3,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Personal and Advertising Injury
- (4) Products/Completed Operations;
- (5) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Commercial Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles used in connection with this Agreement with a limit no less than \$1,000,000 per accident.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall include Cook County, its officials, and employees, and agents as additional insureds as their interest may appear under this Agreement with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it.

All insurance companies providing coverage shall be licensed, authorized or permitted, or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

Upon receipt of notice from its insurer(s) the Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice of cancellation of any required coverage. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance evidencing the coverage required herein. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be

construed as a waiver of the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, reasonable attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, Subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party unless required by law. Notwithstanding anything to the contrary herein, Contractor may only compile, use, and distribute analyses and reports utilizing data derived from information or data obtained from County in connection with the provision of wireless services, if such analyses and reports do not identify County or any individual and do not disclose any confidential or proprietary information of County. Contractor's use of such data shall be subject to applicable laws and regulations regarding privacy and data protection.

All documents, data, studies, reports, work product or product created expressly for the County as a result of the performance of the Contract (the "Documents") shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, except for Contractor's use in the connection with the provision of wireless services under this Agreement. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right. Contractor shall have no liability for and no obligation to indemnify against a claim or any portion thereof if such infringement arises out of or results from any of the following: (a) the County's illegal or unauthorized use of the Service; including any unauthorized any addition or modification to the Service, Equipment or the software in the Equipment made by or on behalf of County;(b) County's continuance of an allegedly infringing activity after being notified therefor (c) the combination of Services with services and/or equipment not owned by and provided directly by Contractor. If a temporary or permanent injunction issues as the result of a claim that would limit Contractor's performance under this Agreement, Contractor may, at its option and to the extent necessary: (a) procure for County the right to continue using the Service; (b) modify or replace the Service so it becomes non-infringing; or, if neither (a) or (b) are feasible, (c) discontinue the Service to the infringing lines. The terms of this section shall constitute County's sole and exclusive right and remedy against Contractor and Contractor's sole obligation to County with respect to any actual or alleged intellectual property infringement.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the later date of final payment under the Contract or completion of the contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and

records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under this Agreement with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services to the County if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs to the County. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

The Parties agree that the paragraphs above relating to Medicaid or Medicare Programs do not apply to the acquisition of commercial wireless service.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer and such approval shall not be unreasonably withheld. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no

effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subcontractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract that apply to the Subcontractor's scope of work. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Contractor agrees to abide by County Code 2-621 et seq. related to the registration of lobbyists.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor(s) of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County that are provided to the Contractor in advance of County requiring Contractor personnel to enter County facilities. To the extent any special requirements are not provided, Contractor will abide by all applicable rules and regulations imposed on the general public when at a County facility.

l) Professional Social Services

INTENTIONALLY DELETED

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 15, 2025 ("**Effective Date**") and continue until October 14, 2028 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i. Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE with respect to Contractor's performance of this contract. Contractor shall continue to perform its obligations while any dispute concerning this Agreement is being resolved unless otherwise directed by the County. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.
- ii. To the extent consistent with applicable law, neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any Party entitled to be reimbursed by the County, for damages, charges or

other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the pricing contained in the Agreement and shall contain a detailed description of the Deliverables, including but not limited to the quantity of the Deliverables, service plan description, monthly service charges (with call detail), equipment, taxes and fees for which payment is requested. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the monthly charges, equipment, taxes and fees as allowed under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment,

goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Subcontract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

Contractor may bill the County on behalf of third party providers of Online Applications that are accessed by the County's users through the Equipment. Online Applications consist of applications such as e-mail, data, information and other wireless Internet services ("Online Applications")

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed \$10,000,000 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

To the extent applicable to the Services provided under the Contract, Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes, fees, and surcharges which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07. County must provide a copy of any and all Tax Exemption Certificates to the Contractor.

f) Price Reduction

At any time after the contract award, Contractor may submit a price

reduction in the price of any of the Deliverables. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Additionally, Contractor may offer promotional pricing incentives from time to time.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be raised to the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be the final and binding decision of the County. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies applicable to the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the

Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor.

- i. warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii. warrants it is financially solvent; it and is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii. warrants that it will not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv. warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi. represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b. Ethics

i. In addition to the foregoing warranties and representations, Contractor warrants:

- a. no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- b. no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c. Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d. Limitation of Liability

Neither Party shall be liable for incidental, special, consequential or punitive damages.

e. Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

f. Conflicts of Interest

- i. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it., except as permitted under County ethics rules and guidance. Contractor is not responsible for policing government employees, officers, agents (etc.) compliance with these obligations.
- ii. Contractor covenants that it, and to the best of its knowledge, its Subcontractors if

any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii. Upon the request of the County, to which Contractor is legally permitted to disclose, Contractor must disclose to the County information related to any actual or potential organizational conflicts of interest that would impair the Contractor's ability to assist the County in determining the advisability or feasibility of a project or in recommend, research, prepare, draft or issue a request for proposals or bid specifications for a project. If Contractor becomes aware of a conflict, it must promptly stop work on the assignment causing the conflict and notify the County.

iv. Without limiting the foregoing, if the Contractor's Deliverables include assisting the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contractor must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contractor may, however, assist the County in reviewing the proposals or bids for the project if the Contractor does not have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v. The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County unless the County has approved in writing an acceptable plan to mitigate the potential conflict.

g. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them related to actions taken in their official capacity in performance of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement. Contractor reserves the right to seek personal liability from an official, employee or agent of the county for actions against the Contractor not taken within that individual's official capacity.

h) Enhancements of Wireless Service

Due to regulatory requirements regarding Contractor's network licenses, County shall obtain Contractor's approval and written agreement before it may install, deploy or use any regeneration

equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Contractor may terminate lines and, upon Notice, may terminate this Agreement and pursue any other available remedies if County violates this section.

i) Prohibition on Reselling

This Agreement specifically contemplates the purchase of wireless equipment and service by the County to be used only for County business. Reselling of devices or services purchased at the discounted rates under this Agreement is strictly prohibited. The County will cooperate with Contractor should Contractor identify any potential misuses of this agreement by County employees that may be reselling equipment or services purchased hereunder.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a. Events of Default Defined

The following constitute events of default:

- i. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii. Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner set forth in this Agreement
Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Any change in ownership or control in excess of 10% ownership of Contractor without the prompt written notice of the Chief Procurement Officer, which may be accomplished through an updated EDS submission.

- iv. Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b. **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), which will describe the issue that needs to be cured and the time period within which the Contractor has to cure. or, if no opportunity to cure will be granted, The Chief Procurement Officer may give **Default Notice** if Contractor fails to affect a cure within the cure period given in a Cure Notice. If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all Deliverables prepared in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii. The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii. The right to money damages;
- iv. The right to withhold all or any part of Contractor's compensation under this Agreement for the portion of the work that was the subject of the Cure Notice;

- v. The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c. Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may, for its convenience and with 30 days prior written notice to Contractor, terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor at the address specified in the Notices provision of this agreement or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all Deliverables that may have been prepared in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the effective date stated in the notice. The Contractor shall be entitled to compensation for the goods, supplies, services or equipment provided in compliance with this Agreement up to and including the date of termination.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, with Service being prorated to the date the Service is disconnected if that occurs prior to the end of the billing cycle. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

6. Suspension

The County may at any time request that Contractor suspend its Services, in whole or in part, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

7. Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it.

This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within one billing cycle of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i. General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii. No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;

- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii. **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract, including adding in any purchase orders with any additional requirements, terms or conditions. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing. Any forbearance or delay on the part of either Party in enforcing any rights under this Agreement shall not be construed as a waiver of such rights.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement
INTENTIONALLY DELETED**

**k) Comparable Government Procurement
INTENTIONALLY DELETED**

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses
INTENTIONALLY DELETED

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology
161 N. Clark Street, Suite 500
Chicago, Illinois 60602
Attention: Director of Telecommunications

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Contractor: Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive
Annapolis Junction, MD 20701
Attention: Senior Director - Contract Management

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

I. Introduction

Whereas Cook County has needs for mobile communications equipment and services, Contractor shall provide mobile communications services as outlined in this Scope of Services document. The Scope of Services provided by Contractor will be summarized and outlined in the three categories below:

I.A Basic voice services:

Cellular telephone equipment and service that provides the end user with calling plan/service, voice messaging, and texting capability but will allow the County to restrict users from utilizing certain mobile applications and mobile web that would require a data usage plan.

I.B Smart phone services:

Include equipment and services with enhanced features beyond basic voice services that provide a wide array of mobility applications and enhanced functionality. The smart phone equipment devices typically have an iOS or Android operating system, gigabytes of data storage capacity, camera, touchscreen, SIM card, biometric security, and 4th generation mobile broadband technology.

I.C Data transmitting devices:

Are mobile devices and associated services capable of transmitting data wirelessly utilizing Internet Protocol (IP) or other network routing and access protocols. These devices typically have a 4G or 5G embedded wireless chip that **can be activated on Contractor's cellular network.**

II. Service Categories Requirements

Each service category is meant to describe general service offerings required to accommodate the needs of County users. Where applicable, the Contractor must comply with the Federal Communications Commission's Enhanced 911 (E911) program. All phone numbers will be ported/moved to the new network if requested by the County, subject to porting eligibility. Any number of lines that the County 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 Verizon must have network facilities established in that area) and the number must be active with the County's current carrier.

II.A Basic voice services

These users have a basic cellular telephone with regional, national, and/or international calling capabilities. The basic voice services shall include the following features. Use of some of these features may incur usage charges, such as airtime charges, and the availability of these features may vary based on the user's device or when roaming.

- Call forwarding
- Call waiting

- No answer/busy transfer
- Three-way calling
- Voice mail basic
-
- Automatic roaming
- Caller ID
- Caller ID blocking
- SMS text messaging
- SMS text blocking
- GPS tracking capability
- Message waiting indication

Enterprise messaging services - if subscribed to Contractor's Enterprise Messaging Application Gateway

*GPS features are not available on all basic "flip style" cellular devices. SMS blocking may not be available on all calling plans.

II.B Smartphone services

Smartphones will have access to all the features available to Basic Voice services and the additional features described in this section. Smart Phone users will have an Apple IOS or Android smart phone capable of cellular voice, SMS text, data, internet browsing, Voice mail premium (Visual), and GPS service. The smartphones are used to access County applications, download business applications, and GPS navigation. Some users have SMS text, regional, national, and/or international calling needs.

II.C Data transmitting devices

Data Transmitting devices are electronic equipment capable of transmitting data wirelessly utilizing Internet Protocol or other network routing and access protocols. These devices typically have a 4G or 5G embedded wireless chip with a MAC address or serial number associated to it which Contractor can activate onto its carrier network. Some devices may have an external card or modem with an embedded radio chip that provides the same service. Contractor shall make available to the County all equipment and services for this category including, but not limited to the following:

Embedded radio chipsets: These are computing devices (such as PC's tablets and notebooks) that have the 4G or 5G wireless modules embedded into the hardware for activation by the Contractor.

External USB modem: USB wireless modems use a USB port on the computing device instead of a PC card or embedded chipset.

PC/MCIA or Express Card: The County is in possession of specialized computing devices that can only support PC/MIA or Express card technology. Contractor shall provide the radio signal to currently active devices compatible with the Contractor's network until such time the County can migrate to a newer enterprise application.

Wireless routers: A wireless router is a device that performs the functions of a router and includes the functions of a wireless access point. It is used to provide access to the Internet or a private computer network. It can function

in a wired LAN (local area network), in a wireless-only LAN (WLAN), or in a mixed wired/wireless network, depending on the manufacturer and model.

Mobile Wi-Fi Hot Spots: A wireless router that acts as portable Wi-Fi hotspot where users may obtain Internet access, typically using Wi-Fi technology, via a wireless 3G or 4g Cellular connection

Cradlepoint: Is a line of Wireless Routers and Modems that can connect computing devices to the internet via a wireless 4G or 5G interface. The County has an embedded base of Cradlepoint devices that the Contractor shall continue to provide service.

III. Additional Service Requirements

III.A Wireless Private Data Networking for Data Transmitting Devices

Wireless Private Network devices send and receive data to and from the County's IP network, without traversing the public internet. Devices are authenticated and authorized for each private network (only authorized data can traverse the designated network). Data is routed through County-specific IP pools. Dedicated private network gateways are designated. A direct connection is created between Contractor gateway and the County premises router.

Contractor shall be responsible for the provisioning, operating, network services and billing for entire Private Network including the gateway device (Router/Firewall) at County's premise inclusive of last mile, cross connects, transport facilities, etc.).

Contractor shall support a variety of options for the connection between the County's IP network and the Contractor's wireless private network including but not limited to MPLS; VPN over Internet; dedicated point-to-point, or site-to-site VPN Tunnel solution, which may be billed separately.

The Contractor shall provide nationwide 4G & 5G (or higher), data, SMS/MMS, wireless services that encompasses any point in the Chicago metropolitan area to any point within the County area in accordance with industry standards and best practices.

Contractor shall have back-up systems that enable the cellular network to remain in service and operational in the event primary systems become inoperable for any reason.

III.B Mobile Device Management Programs

At the request of the County, and at no cost, Contractor shall coordinate the enrollment of devices in mobile device management programs such as but not limited to Apple Business Manager, Samsung Knox, and Android Zero Touch. The following are general descriptions of those services.

Apple Business Manager Service Description:

Apple and Samsung currently provide device enrollment program services at no cost to Contractor. If Apple, Samsung, or any other applicable device manufacturer imposes fees for participation in their respective device enrollment programs, Contractor reserves the right to pass through such fees to the County.

The County's new Apple devices purchased from Contractor can be enrolled in Apple Business Manager (ABM). All Apple devices purchased after enrollment into the program are enrolled in the ABM portal: devices appear in the ABM portal within 24 hours of shipment from the Contractor's warehouse. Apple currently does not charge a fee for its ABM program.

Samsung Knox Mobile Enrollment Program Service Description:

The County's new Samsung devices purchased from Contractor can be enrolled in Samsung Knox Mobile Enrollment (KME). All Samsung devices purchased after enrollment into the program are enrolled in the KME portal: devices appear in the KME portal within 24 hours of shipment from the Contractor's warehouse. Samsung currently does not charge a fee for its KME program.

Android Zero Touch Enrollment Program from Google Service Description

County-owned and qualified Google Android OS devices purchased from Contractor can be automatically managed and provisioned over-the-air with a qualified Enterprise Mobility Management Solution at initial activation.

Customers can enroll for Zero Touch (ZT) by sending a request to the Android Zero Touch enrollments mailbox. The request must include a completed enrollment form and a screenshot of either Google email registration or the ZT portal. To have Contractor-purchased qualified Google/Android Smartphones sent to the customer's ZT portal, the customer must complete enrollment with Contractor to connect its Contractor Government Subscriber profile and account(s) with the customer's Android ZT portal. The customer must identify Contractor as a reseller in the ZT portal. Newly purchased devices typically appear in the portal the day following the Contractor ship date. However, depending on volume of enrollments, it may take up to 24 hours after the ship date for the device to appear in the portal. Contractor can only enroll devices purchased from Contractor. Google currently does not charge for its ZT program.

III.C Network Maintenance

Contractor shall perform preventative maintenance on all networks.

Contractor shall have procedures in place so that planned maintenance activities will have minimal impact on the County business functions (i.e. creating outages during 4th of July). The County must enroll in Contractor's Network Event Notification Service to support its network notification requirements in order to receive network notifications.

- Maintenance notifications shall include the following:
- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service
- Affected Locations
- Affected Counties
- Tracking Number

In the event of an unplanned outage, once the Contractor has obtained knowledge of the outage, Contractor shall follow its pre-defined procedures and attempt to notify the County's designated program manager and priority departments and provide the forecasted down time.

The Network Event Notification (NEN) Program is a courtesy 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 for up to four weeks. The County may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notifications

- Network event notifications will be issued to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your Verizon service.
- A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.
- An unplanned network event is sent when we receive a confirmation that there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. A service outage notification is sent when our systems identify a possible outage, so your identified contact may receive the notification regardless of whether or not your end users are affected.

Notification procedures for unplanned network event are as follows:

- Initial -Contractor shall send notification to a predefined email distribution list when disruption is confirmed
- Updates- Contractor shall send an update every thirty minutes thereafter until service is restored
- Restored- Contractor shall send final notification when issues are resolved, and service is restored
- Contractor will comply with the Service Level Objectives in Section III.K.

III.D Equipment Maintenance, Repair, Replacement

- a) All equipment purchased with the activation of new lines of service and eligible upgrades provided by the Contractor shall be new and in working condition. Devices replaced over 30 days from date of original purchase are covered under original manufacturer's consumer warranty and may be certified like new equipment. Equipment is subject to availability; Contractor reserves the right to add or discontinue equipment models. Should an equipment manufacturer discontinue support for a device during the term of the agreement the County's Government Subscribers may upgrade their device pursuant to the Contractor's upgrade policy.
- b) The Contractor may make certain equipment available at no cost to the County, however, Contractor does not guarantee that we will always be able to offer equipment at no cost throughout the term of the resulting agreement. Equipment that has been in service for a minimum of 24 months is eligible for an equipment upgrade at the Government discounted pricing. If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 24 months of service, full retail price may be charged. The County make purchase equipment at non-discounted, full-retail pricing at any time.

The Contractor shall not provide models known to be at the end of the manufacturer's support life cycle. The Contractor will use commercially reasonable efforts to notify the County regarding Equipment life-cycles.

III. D.1 Equipment Warranty information

- a) Where devices are provided as part of a maintenance service plan, the County requires timely repair or replacement of defective equipment, such that user job function is minimally impacted.
- b) As part of the wireless device equipment package, County will receive the manufacturer's consumer warranty, typically one (1) year in length.

III. D.2 New Equipment

County may return wireless equipment purchased from Contractor for any reason (whether defective or not) within 30 days of the original date of purchase.

III. D.3 Defective Equipment 1 – 12 Months after Purchase

If a device is found to be defective more than 30 days but less than 12 months after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period, County may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. [Please note: Netbooks must be shipped directly to the manufacturer for repairs; for high-end tablets we will send you a Recovery Box and you will ship the device to our warehouse where it will be examined and if the defect is covered under the manufacturer's warranty a replacement device will be shipped to you.] If the defective device is not returned within five days, the current full-retail price will be charged for the replacement device. Other shipping options with charges are available. The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit. Damaged devices (e.g., water submersion) are not covered under warranty and therefore are not eligible for a Certified Like-New Replacement device.

III. D.4 Defective Equipment 13 – 23 Months after Purchase

If the defective device is beyond the manufacturer's warranty period, Contractor offers a certified pre-owned device for purchase. If a device is found to be defective 24 months or more after the purchase date, and is not covered by an equipment protection program, unless otherwise provided in your agreement, your Government Subscribers will be eligible to upgrade at your discounted government equipment price at the end of a two-year line term.

III.D.5 Defective Equipment 24 months or more after Purchase

If a device is found to be defective 24 months or more after the purchase date, County will be eligible to upgrade at the discounted government equipment price at the end of a two-year agreement. In some cases, Contractor may offer County an alternative line term (ex. Thirty-six (36) months) for certain Custom Equipment Offers or Bill Incentive Credits (collectively "Custom Offers"). Custom Offers will be provided for the County's consideration and acceptance in the form of a Custom Offer Letter.

III.E Account Management Personnel

The Contractor shall identify an Account Team, comprised of individuals with appropriate skills, who will be responsible for coordinating services to the County. The Account Team shall act as administrative, technical, and logistical coordinators to handle issues relevant to the Scope of Work and any other contractual matter. Contractor

shall supply personnel named to the County accounts who shall perform account management duties including but not limited to:

- Monitor account activity and ensure that users are on the most cost-effective plans that meet their business needs.
- Take new orders/ change service plans from designated County contact.
- Expeditiously complete all new activations, change in service plans or equipment.
- Monitor County accounts for anomalous activity and notify designated County contact promptly if any suspicious activity is found.
- Coordinate meetings with County departments/agencies as well as attend meetings with the County's designated Program Manager, as requested by the County.
- Deliver monthly report to the County's designated Program Manager providing a status of activity toward resolution of open issues, estimated schedule for resolution of open issues, billing summary for previous month's activities that may affect County users, and any news relevant to Contractor's service or product changes.
- Accept only authorized transactions. The County shall only recognize invoices and charges incurred through the establishment of service via a valid Work Order submitted by an authorized County representative. The Contractor shall not accept orders from County employees who are not on a schedule of authorized County representatives and who do not produce a valid work order.

III.F Account Billing

The Contractor shall provide accurate billing to ensure proper billing of the referenced County Department. Contractor shall furnish hierarchical billing functionality that will allow County to place devices into a cost center for billing purposes so that charges are summarized by Cost Center on the monthly invoice.

The County may elect to add or delete cost centers during the term of the contract. Billing will be centralized and managed by the County's Bureau of Technology.

The Contractor shall provide to the County any billing options that the Contractor has made generally available to customers of similar size. Such billing options may include, but not limited to any of the following processes with the following attributes:

- Account hierarchies where there are sub-accounts that represent the units billed to designated departments and agencies.
- A master invoice sent to the designated County contact monthly, which arranges the charges by sub-accounts/cost centers that represent specific departments and agencies.
- Electronic media options such as delineated file of summary of charges by mobile telephone numbers, downloadable from a web portal
- Aggregation by types of services (by user profile category) and/or across departments/agencies.
- Individual, sub-invoices, or reports sent to individual departments/agencies for payment monthly, either hard copy of electronic format, or available on-line for download.
- The Contractor shall have sufficient ordering procedures in place and shall properly train staff in those procedures to ensure that new units are placed on the proper billing account and not misidentified on the wrong account.

- The Contractor must provide call detail records which include the original device number and terminating number and date/time originated and terminated information. Call detail record information needs will be available online for a period of twelve (12) months.

III.G Priority Service

Contractor will provide the County with Wireless Priority Service (WPS) as administered through the United States Department of Homeland Security. WPS provides priority network access for qualified government subscribers to improve the probability of call completion during wireless network congestion.

Enrollment of County subscribers in WPS will be administered through the County's Department of Homeland Security in accordance with policies and procedures as established by the Federal Government.

III.H End User Technical Support

The Contractor's help desk will be available to receive calls and address issues 24 hours a day, seven days per week by calling 1-800-922-0204.

III.I Staffing

Contractor shall have sufficiently trained customer service and support staff available, as well as have sufficient methods and procedures in place, to ensure that the end-user's experience in getting client support that is simple, quick and easy in the following areas:

- Technical Support for hardware and software issues
- Network trouble reporting
- Equipment repair and replacement
- Client support & training on using the devices
- Handling new order requests
- Bill & Account Inquiry
- On-line tools to manage devices and accounts

III.J Crisis Response

In the event of a natural disaster, Contractor's Verizon Crisis Response Team (V-CRT) will work with the County to provide the appropriate crisis response support via a toll free number (800-981- 9558). V-CRT may provide the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Backup 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

III.K Service Level Objectives

Network

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 our wireless IAs.

Contractor has experienced great long-term success in attaining the goal of keeping the aggregate percentage of accessibility or retainability failures below two percent across all of our markets. While our competitors may report percentages that are similar to ours, the methods of measurement by which they arrive at this network performance result may vary from the stringent methods we apply.

When measured on a monthly average across the entire Verizon-owned and -operated network, our 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 Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
 - Setup failures (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
- Voice:
 - Lost calls (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.
 - Ineffective attempts (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average.

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. In addition, in no event shall the failure to meet the above wireless network service goals subject Contractor to any penalties or damages of any kind.

Customer Care

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

For speed and convenience, Contractor'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.

Contractor typically strives to meet these targets during regular business hours:

- Local Number Portability order turnaround times may vary. Bulk orders may require additional time.



- Other account maintenance requests: Contractor completes requests received by 4 PM within 72 hours of the request approximately 90 percent of the time. This includes service disconnects. Some disconnects cannot be done online.
- 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, Contractor will respond within two business days approximately 90 percent of the time and provide a timeline for resolution and closure.

In no event shall the failure to meet the above customer service goals subject Contractor to any penalties or damages of any kind.

EXHIBIT 2

Schedule of Compensation

Cook County Pricing Catalog

Monthly Access Fee Discount on Commercially Eligible Calling Plans and Commercially 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. Verizon Wireless has applied various discounts on Cook County Custom Plans and Features for Government Subscribers, please see tables below. Verizon Wireless will make available to the State commercially available products and services which are currently available to Government customers. Please note that commercially available products and services are subject to availability and change. As new commercially available products and services become available to Government customers, Verizon Wireless will offer those products and services to the State.

The pricing offered to the Cook County under the scope of the contract between the Cook County and Verizon Wireless will be subject to the assumptions as stated in this Cook County Pricing Catalog. Pricing and availability, as specifically detailed within the attached Pricing Catalog, is subject to change, upon mutual agreement in writing and if within the scope of the underlying procurement, between the Cook County and Contract Vendor. Verizon Wireless is not proposing pricing based on minimum usage, but is offering rates that are contingent upon Verizon Wireless remaining the primary vendor.

Accessory Discount

25% (discount applies to eligible accessories)

Note: Excluded categories currently include: Waterproof Cases (Lifeproof & Atlas Cases, etc.), Smart Accessories, Apple-branded Products, Portable Power (Mophie products, Motorola Power Packs, etc), Memory Cards, Stereo Headphones (Bluetooth and Wired, Headphones and Buds), Cables, Home Solutions, Mounts and Docks, Keyboards (Bluetooth and Folios). This exclusions list is subject to change.

Accessory pricing is subject to change and availability and quantities may be limited. Resale of accessories is expressly prohibited outside of the Cook County agencies. Please note that equipment availability and subject to change without notice.

Equipment Offers

Handset Offer: During the initial term of the resulting Agreement, Customer's Government Subscribers activating new service and selecting a 24- month Line Term, qualify to purchase a basic device for \$0.01 per device, subject to availability, make and model at Verizon Wireless' sole discretion. This offer cannot be combined with any other credits, Equipment offers, programs or promotions.



DEFINITIONS:

1. **Bring Your Own Device (BYOD) Equipment:** Any device that a customer purchases from a third party or Verizon at full retail price, without subsidies, credits or other discounts.
2. **Customer:** A Cook County Member as defined under the Agreement.
3. **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.
4. **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.
5. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
6. **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.
7. **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.
8. **M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment
9. Proposal which is set up in Customer's name and for which Customer bears responsibility.
10. **Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.
11. **Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
12. **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

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. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. 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. 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 purchased 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.

Term of Lines (Line Term): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months/2 years; or 36 months/3 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

M2M Management Center (ThingSpace Manage): 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.

Access Discount: Government Subscribers are eligible for a 21% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.



Subsidized Equipment: Subsidized equipment (Equipment) purchased under Cook County is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, at any time during the first 24 months after the Equipment is activated, moves the Equipment to a Lesser Price Plan or disconnects the Equipment from the network, the Customer shall pay an Offer Recovery Fee (as defined below). A Lesser Price Plan is; a) for smart phones, any plan that is less than \$19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than \$19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than \$14.99 per month after any applicable discounts.

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service

Voice Calling Plans

Custom Cook County Regional Voice Flat Rate Plan¹ Government Subscribers Only The plan below is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$0.00 (83464)
Monthly Anytime Voice Minutes	0 Minutes
Home Calling Area Voice Per Minute Rate¹	\$0.06
Nationwide Voice Roaming Per Minute Rate	\$0.50
Domestic Long Distance Charges	Included only for calls made from Home Calling Area ¹
Data Sent or Received²	Per data package
Optional Feature	
4G Push To Talk Plus³	\$10.00 (81815/81301)
Notes: Current coverage details can be found at www.verizon.com/coverage-map/. 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 4G LTE basic phones, 4G LTE smartphones, or 5G Nationwide smartphones. ¹This plan includes a Home Calling Area that encompasses the State of Illinois only. ²The 4G Basic phones have data blocked as default; Smartphones require a data package. ³The only Push to Talk Plus feature that can be added to this plan is the \$10.00 Push to Talk Plus feature. Verizon Wireless reserves the right to disconnect any non-emergency Subscriber line on this plan that has no usage for three (3) consecutive months, after 60 days prior notice to Customer. Cook County will notify Verizon Wireless of emergency lines activated on this plan. Verizon Wireless reserves the right to limit the number of Government Subscribers Lines on this plan should the customers total number of lines on the plans listed below exceed 35% of the total Government Subscriber Lines on a customer's profile. • Custom Cook County Government Subscriber Regional Flat Rate, • Custom Cook County Government Subscriber Nationwide Flat Rate, • Legacy - Custom Cook County, University, and Joint Purchasing Program Government Subscriber Regional Flat Rate, Legacy Custom Cook County, University, and Joint Purchasing Program Government Subscriber Nationwide Flat Rate In the event customer exceeds the 35% limit, Verizon Wireless reserves the right to migrate lines to other plans in this catalog after 60 days prior notice to Customer.	

Custom Cook County Nationwide Push to Talk Plus Calling Plan The Illinois Push to Talk Plus Calling Plan is not eligible for Monthly Access Fee discounts.	
Nationwide Push to Talk Plus (non-share)	Government Subscribers Only
Monthly Access Fee	\$15.00 (97447)
Monthly Anytime Voice Minutes¹	0
Push to Talk Plus	Unlimited
Data Sent or Received	\$1.99/ MB or per data package ²
Notes: Current coverage details can be found at www.verizon.com/coverage-map/. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk Plus terms and conditions apply. ¹Subscribers to the Push to Talk Plus Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk Plus voice calls. ²Smartphones and Multimedia Phones require a data package.	

Single Basic Phone Unlimited Talk Plus 500 MB Plan (Business Phone Connect*) Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	\$30.00 (36677)
Monthly Anytime Voice Minutes	Unlimited
Monthly Data Allowance	500 MB
Data Overage Rate	\$10.00 per GB
Domestic Long Distance	Included



Notes: This is a generally available retail feature and is subject to change with 60 days notice. Current coverage details can be found at www.verizon.com/coverage-map/. 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.

*May only be activated on a Verizon Wireless Business Phone Connect Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines.

Voice and Data Calling Plans

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 Hotspot ³	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic, Canada & Mexico Long Distance Toll Free ⁴	Included
Domestic and International Messaging Allowance ⁵	Unlimited
Optional Feature	
TravelPass International Service ⁶	\$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 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. 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.	

Custom Cook County Government Subscriber Smartphone Calling Plan	
The calling plan below reflects the Monthly Access Fee discount. No additional discounts apply.	
Discounted Monthly Access Fee	\$35.99 (83472)
Domestic MB Allowance	Unlimited*
Home Airtime/Min. Rate	\$0.12
Mobile to Mobile Calling	Unlimited
Domestic Text Messages	Unlimited
Domestic Long Distance	Included
Overage Rate Per KB	n/a



Notes: Current coverage details can be found at www.verizon.com/coverage-map/. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Friends & Family eligibility varies on selected calling plan.

MobileIron Silver On-Premise (Core) Annual Subscription License Bundle per Device with Direct Support is included on these plans. On-premise Installation required and available at an additional cost. See Optional Features/Services for additional details.

*Should 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.

Custom 4G Wireless Home Phone for Government Voice Plan ¹ 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 feature and is subject to change with 60 days notice Current coverage details can be found at www.verizon.com/coverage-map/ . 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.	
1 Lines 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.	

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/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 #	75132

Notes: Current coverage details can be found at www.verizon.com/coverage-map/. 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 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.verizon.com/coverage-map/.

Calling Plan Optional Features

Illinois Government Subscribers Only

Push to Talk Plus	\$5.00/ Monthly Access Fee ¹ (73745)		
	\$10.00/Monthly Access Fee on the Cook County Nationwide Flat Rate Plans and the \$15.99 Nationwide Share Plan ²		
Text, Picture, & Video Messaging	Optional Feature Access Fee	Included Messages	Overage Rate
	\$0.99(84571)	100	\$0.10 per message/ per address
	\$1.99(85472)	300	\$0.10 per message/ per address
	\$10.00(79294)	1000	\$0.10 per message/ per address
	\$12.00(75439)	Unlimited	N/A
	Pay as You Go Text Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address and \$0.25 for picture/video messages.		
Please see your Verizon Wireless Government Account Manager or visit www.verizonwireless.com for information.			
International Roaming Global Phone	Rates are available at www.VerizonWireless.com		
Basic Voice Mail ⁴	\$0.00		
iPhone Voice Visual Voice Mail ^{4,5}	\$0.00		
Voice Mail to Text for iPhone ⁴	\$2.99		
Basic VisualVoice Mail ⁴	\$0.00		
Premium Visual Voice Mail ^{4,5}	\$2.99		
Mobile Hotspot ⁶	\$10.00		
Detailed Billing	No Charge		

Optional Feature rates and packages are subject to change with 60 days prior notice. ¹The Push to Talk Plus Feature is available when combined with any calling plan with a monthly access fee of \$19.99 or higher. ²Not eligible for any monthly access fee discounts. ⁴Please note that Voice Mail services may change with 30 days prior notice. ⁵Data usage will apply. ⁶Mobile Hotspot is only available on eligible plans as noted above.



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 - 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 - 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.	

Call Filter Service	
This feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee ¹	\$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 features are billed separately; however, all supported options will appear and cannot be blocked.	

Call Filter Plus Service Fees	
This feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee ¹	\$0.75(87867)
Notes: Additional feature information can be found at www.verizonwireless.com. 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. Call filter features are billed separately; however, all supported options will appear and cannot be blocked.	

Mobile Broadband Plans

Custom 4GUnlimited 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.verizon.com/coverage-map/. 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. 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.	

4G FWA Backup Mobile Broadband Share Plan
This plan is not eligible for monthly access fee discounts.

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

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

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

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

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

72007

4G FWA Mobile Broadband Backup Router On-Net Plan
Government Subscribers Only

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

Monthly Access Fee	\$10.00 (50536)
Monthly Data Allowance	25 MB
Data Overage Rate	\$10.00 per GB

Notes: 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 roaming and international roaming are not available). This plan cannot be backdated. 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. 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.

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 can be found at www.verizon.com/coverage-map/. 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.

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 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.



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 Allowance²	Unlimited
Mobile Hotspot³	Unlimited
Plan #	70989

Notes: Current coverage details can be found at www.verizon.com/coverage-map/. 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 Allowance²	Unlimited
Mobile Hotspot³	Unlimited
Plan #	70991

Notes: Current coverage details can be found at www.verizon.com/coverage-map/. 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.

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 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.

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

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

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 can be found at www.verizon.com/coverage-map/. 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 reasonable discretion, has an adverse impact on its network, operations or customers.

Custom Variable Access Mobile Broadband Data Plan: Government Subscribers Only For Election Line Data Usage
This Custom Plans NOT eligible for monthly access fee discounts

Monthly Access Fee*	\$1.00
Data Allowance	0 MB
Additional Monthly Access Fee with 1 GB Data Allowance"	\$30.00
Overage Rate Per GB (over 1 GB)	\$30.00 per GB
Domestic Voice Per Minute Rate,	\$0.25 per minute
Domestic Long Distance	Included

NOTE: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Voice per minute rate applies to voice calls in the United States. 'Provided no data is used, the monthly access fee will be \$1.00 per month. '*If a Government Subscriber activated on this plan uses any data in a given month, such Government Subscriber will incur an additional \$30.00 charge for up to 1GB of data for that month - for a total monthly access of \$31.00. Any data usage over the 1 GB allowance will incur the Overage Rate per GB listed in the table above. This plan is restricted to pre- approved election lines only limited to specific accounts; otherwise Verizon Wireless reserves the right to migrate all election lines on this plan to the then-current generally available Mobile Broadband Data Plan. *Customer must maintain a maximum of 2,000 Mobile Broadband Lines on this plan and supply their own Customer Provided Equipment ("CPE"). Lines on this Custom Variable Access Mobile Broadband Data price plan cannot change to another price plan and cannot be suspended. Customer must pay the full retail price for their equipment purchased from Verizon Wireless or procure equipment from a third party. 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 commercial Mobile Broadband Data Plan. All lines on the Custom Variable Access Mobile Broadband Data Plan must be maintained on a separate profile.

Commercially Available Wireless Options

Business Unlimited Plus Data Device Plan¹

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$45.00 (53537)
4G and 5G Ultra Wideband Data Allowance including Mobile Hotspot ^{2,3}	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 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 or 4G mobile broadband data device, including jetpacks, USBs/air cards, netbooks, and notebooks. A 5G device is required to receive 5G UWB service.

¹Subscribers 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 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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 5G or 4G LTE GSM/UMTS global-capable device.

³Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

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

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***Plan 53537 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***



Business Unlimited Tablet Pro Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	\$40.00 (52599)
Data Allowance¹	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot²	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 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 or 4G LTE tablet. ¹This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 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. A 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 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas. 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 5G or 4G LTE GSM/UMTS global-capable device. ²Mobile 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.	

72515

***Standard Plan 52599 is eligible to use Standard Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

4G Business TravelPass Feature¹ Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate²	\$0.00 (SPO 1255)
Rest of World Daily Rate^{2,3}	\$12.00
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, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. For data usage in Rest of World 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. 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(s) under this Agreement: PP 53537-Business Unlimited Plus Data Device Plan; PP 52599-Business Unlimited Tablet Pro Plan.	

Machine to Machine Plans

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

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

Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

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

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

Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$38.50	\$61.60
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$38.50	\$61.60
Overage Rate Per Megabyte	\$0.015			

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.verizon.com/coverage-map/. 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 only among M2M Lines active on these plans. 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.

Profile Share Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied beginning with the line with the lowest overage need and bills overage as KB.

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

Government Subscribers Only

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

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$35.99(97450)	\$59.99(90234)	\$99.99(90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **Data Sharing:** 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. Current National Access and Mobile Broadband coverage details can be found at www.verizon.com/coverage-map/. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share only with each other. For details, please refer to the Verizon Wireless Plan and Feature Details.

Custom Machine to Machine Tiered Plan: Government Election Lines Only



The Machine to Machine Tiered Data Plan is NOT eligible for discounts.		
Monthly Access Fee per Line	Data Usage Tiers (MBs)	Price/MB
\$0.75(85168)	<100 MB	\$ 5.50
	100-199 MB	\$ 4.00
	200-299 MB	\$ 3.50
	300-399 MB	\$ 3.00
	400-499 MB	\$ 2.75
	500-999 MB	\$ 2.50
	1,000+ MB	\$ 2.25
Note: Machine to Machine coverage included the Verizon Wireless 4G Extended networks. Current data coverage details can be found at www.verizon.com/coverage-map/ . All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Billing system limitations may require lines to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs (For example, data usage in the 100MB-199MB tier will be rated between 102,400KB and 204,800KB). Data usage from all lines active, at any time during the bill cycle, on this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. Customer must maintain a minimum of 2000 M2M Lines on this plan otherwise all usage on the plan will be charged at \$5.50 per MB.		

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)
This is a generally available retail feature and is subject to change with 60 days notice. Current data coverage details can be found at www.verizon.com/coverage-map/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, provided that it has given Customer 30 days’ notice of such a move. 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.	

Public Safety Plans

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 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/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 Free ³	Included
Domestic and International Messaging Allowance ⁴	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 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.

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. 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

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 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

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.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

**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 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 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 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. 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

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<u>Mobile hotspot is not</u> 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	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

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.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities



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 QC18 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

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 QC18 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 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<u>Mobile hotspot is not</u> 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

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: This is a generally available retail feature and is subject to change with 60 days prior notice. Current coverage details can be found at www.verizon.com/coverage-map/. 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.verizon.com/coverage-map/.

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

Verizon Frontline Network Slice: Connected Vehicle Solution with Mobile Broadband Priority and Preemption¹

First Responder Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$40.00
VFNS, 5G Ultra Wideband and 4G LTE Data Allowance²	Unlimited
Plan #	77158

Notes: Verizon will provide Customer with the Verizon Frontline Network Slice (VFNS) - Connected Vehicle solution where 5G is available, in select markets. Pre-qualification is required. The VFNS - Connected Vehicle solution is only available on Verizon's Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Connected Vehicle solution may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide® network or 5G Ultra Wideband network becomes temporarily unavailable. A VFNS compatible 5G router and antenna installed in mobile vehicle units is required to activate lines on this plan.

¹This is a data-only plan

²Data usage on this plan is not subject to speed reductions ("throttling")

This plan includes Mobile Broadband Priority and Preemption services on Verizon's end-to-end network for First Responders. Mobile Broadband Priority identifies the user with an access priority setting, giving the user 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.

While the best performance will be experienced in 5G VFNS coverage areas, Customer will still experience improved performance with Mobile Broadband Priority and Preemption services while in Verizon's Wireless 5G Nationwide® and 4G LTE networks.

This plan is limited to usage only with a VFNS compatible 5G router installed within a mobile vehicle unit and devices utilized in conjunction with this plan are limited to devices within the mobile vehicle unit. Prohibited uses include, but is not limited to, (i) any usage of the VFNS compatible 5G router outside of the mobile vehicle unit; (ii) any dedicated internet connections (including but not limited to, stationary wireless networking router devices); and (iii) stationary video surveillance cameras, and IoT devices.

In order to protect its network, Verizon reserves the right to modify or discontinue this service at any time to Customer for (i) abusive content or data that excessively contributes to congestion on Verizon's network; or (ii) in a manner that, in Verizon's sole discretion, has an adverse impact on its network, operations or customers.

*** 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 Only	
Police Protection	Fire Protection (except private)
Ambulance Services/EMS	National Security



Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License are not eligible for any further discounts.	
Product	Monthly Access
Tablet	\$3.75
Inter-carrier (only any device)	\$3.75
Dispatch (License) Windows PC with PTT and mapping	\$22.50
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. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

LMR licenses are not eligible for any further discounts.	
Product	Monthly Access
LMR Channel per account	\$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	\$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	\$8.25
Inter-carrier (any device)	\$8.25
LMR with Dispatch (for Windows PC with PTT+ and mapping)	\$27.00
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

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 Plus ¹	Unlimited
Domestic Voice Per Minute Rate ²	\$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 . ¹ Push 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. ² Lines 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 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



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 metered data plans or features only

Configuration	Cost		
Per Account FES Connect Set-Up (One time fee)	\$1500.00(Fee)		
	Private Network Only	Private Network with DMNR	Private Network with SBA
Per Account Level Set-Up (One time fee)	Waived	\$250.00 (Fee)	\$250.00 (Fee)
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)(Fee)		
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 for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only.			
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		
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: The \$500.00 Static IP address fee is waived. 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 “aging 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.			

Private Network Core Service for
National Security, Public Safety, and Emergency Preparedness
Government Liable Subscribers Only

Monthly Access Fee

\$0.00 (Various)

Verizon Wireless Private Network Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"):

Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety

- 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
- 922190 Other Justice, Public Order and Safety Activities
- 923120 Administration of Public Health Programs
- 928110 National Security
- 921150 American Indian and Alaskan Native Tribal Governments
- 921190 Other General Government Support
- 921110 Executive Offices

Water

- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation

- 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

Information Technology

- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Chemical

- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications

- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing

- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management
- 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy

- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health

- 621112 Health Care Practitioners
- 923120 Public Health Programs

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

Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans

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

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

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

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

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

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.

National Security/ First Responders / Public Safety • 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
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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.

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These features are available to the below NAICS codes.

Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems Transportation 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service Information Technology 541512 Computer Integration 541519 Computer Disaster Recovery Chemical 561612 Protective Services 541330, 541690 Chemical Engineering and Consulting 239210 Pharmaceutical Communications 517110 Telecommunications, Wired 517212 Cellular and other Wireless	Telecommunications 238210, 334290 and 561620 Alarm Systems Critical Manufacturing 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management 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 Healthcare and Public Health 621112 Health Care Practitioners 923120 Public Health Programs 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 611500 Technical and Trade Schools
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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
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	\$29
PTT Cross Carrier Group Command LMR Video	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	\$41
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	\$35
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	\$31
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	\$25
PTT Tablet Group Advance LMR Video	PTT_TABLET_GROUP_ADV_LMR_VIDEO	Monthly	\$35
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	\$29
PTT Tablet Group Command LMR Video	PTT_TABLET_GROUP_CMD_LMR_VIDEO	Monthly	\$41
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	\$35
PTT Tablet LMR Video	PTT_TABLET_LMR_VIDEO	Monthly	\$31
PTT Tablet Video	PTT_TABLET_VIDEO	Monthly	\$25
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
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	\$306
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GFR	Monthly	\$506
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	\$500
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.			

Optional Features/Services

Enterprise Messaging (Open Market)

These plans are being offered as Open Market.

Contingent upon execution of a Blanket Purchase Agreement between the parties

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:

First Responder	Public Safety
National Security	Transportation

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

Enhanced Messaging Plans		
SMS Only for EMAG Enhanced Plans		
The monthly access fee discounts are reflected in the pricing below. <u>NO</u> Further discounts apply.		
Enhanced Messaging Plans (SMS Only)		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (22041)	\$75	\$0.02
100,000 (22054)	\$468.75	\$0.02
500,000 (22088)	\$2,250	\$0.015
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.		

3 rd EyeTechnology				
Government Subscribers Only				
These licenses are not eligible for monthly access discounts.				
3 rd Eye Mystic Message Archival is a solution that specializes in securely capturing and storing Short Message Service (SMS) and Multimedia Message Service (MMS) for all devices for the Government.				
SKU	Description	PPID	Billing	Price
2023MYS00333VZ	Message Archiving	798452	Monthly	\$4.35
Note: 3 rd Eye Mystic Message Archival Secure solution requires the following: - Customer must have access to Verizon’s My Business Portal to facilitate product implementation - Customer has a government account and an Enterprise Corporate Profile Database Profile (ECPD) with Verizon - Customer has a designated archive account(s) associated with their ECPD Profile - Customer has active provisioned SMS and MMS features on employee devices				

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.

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 <u>per device</u>	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 <u>per single user</u> 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

Product	SKU	Description	Plan ID	Monthly	Annual
Laptop Location	D1AM8LL	Laptop Location	598471	\$0.38	
			598472		\$4.50

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.

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
UEM Advance Features	\$1.00/device per month
UEM with Advance Features	\$2.00/device per month

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.

- ¹ Broadband Hotspot Management (BBHS) currently supports Broadband Hotspots also known as Jetpacks.
- ² 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
- UEM Advance Features
 - Requires Unified Endpoint Management (UEM)
- 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.**

doForms

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

Core Subscription Costs

Sku Name	Sku	Per User	Pricing Frequency	Cost	
				Monthly	Annual
30 Day Free Trial ¹	GDFT30	Per User	30 days	\$0.00	\$0.00
Standard	GDFSTD	Per User	Monthly or 1 yr.	\$9.95	\$99.95 (675956)
Advanced	GDFADV	Per User	Monthly or 1 yr.	\$14.95	\$149.95 (675960)
Premium	GDFPRE	Per User	Monthly or 1 yr.	\$19.95	\$199.95 (675958)

Professional Services – One Time Charges

Sku Name	Sku	Pricing Frequency	Price
Professional Services	GDFPSV	One Time Charge per Hour	\$95.00

One Time Charges³

The below credits do not expire

1000 Credits	GDFCR1	One Time Charge	\$250.00
5000 Credits	GDFCR5	One Time Charge	\$1,000.00

Note: Core subscription include access to the doForms web portal to build, manage, and view mobile forms. All Subscriptions are per user and can be accessed via web or mobile on iOS or Android devices. Products cannot be mixed. See attached calling plan and feature details for important information about calling plans, features, and product details options.

1. 30 Day Free Trial. Limit 1 30-day trial at no cost per customer profile.
2. Professional Services. Provides custom forms, custom reports, custom PDF templates, integration support, training, product enhancements, design consulting, custom development.
3. Credit. Credits are required for forms completed or sent outside of the doForms mobile app. Credits are used to when forms are sent as links in emails or embedded in documents as hyperlinks for each form submitted. Website forms require a credit for each form submitted. Scheduled reports require a credit each time they are run (distribution is unlimited). Dispatched form links or Fill & Send forms require a credit when sent and submitted. C * doForms Credits do not expire as long as Customer's subscription remains active*

****Should a Business Associate Agreement (BAA) be required, the agreement would be between doForms and the Customer. ****

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

doForms Service Feature Options

Features	Standard	Advanced	Premium
Web Portal / Web Browser Client	X	X	X
doForms Mobile App	X	X	X
Form Builder	X	X	X
Reporting	X	X	X
Dispatch Portal / Google Maps		X	X
Job Dispatch / Scheduling		X	X
Barcode Scanning / Labeling		X	X
NFC Tag Reading		X	X
Excel Plug-in		X	X

Secure Email / Scheduled Reporting & Dashboard / Editable Document Forwarding/Transport		X	X
Chain of Custody / Manifest Validation		X	X
Web Services			X
Integration			X
Description: Premium product includes all of the features of Advanced plus the doForms integration options such the Integration Gateway (aka Sync & Save), Web Services, Dispatch Integration, POD Manifest Integration, Included Interfaces (Database Pack, Microsoft Pack, Utility Pack, QuickBooks, Salesforce.com, Verizon Connect).			

Intrepid Networks®:
Government Subscribers Discount reflected below.
No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-user-level situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE _LOCATE	INTREPID RESPONSE: LOCATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690053	\$60.75
INT_RESPONSE _CONNECT	INTREPID RESPONSE: CONNECT MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689460	\$60.75
INT_RESPONSE _ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	\$27.00
INT_RESPONSE _LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These include faster GPS ping rates, live cell phone locations, cell tower analytics and finishing tool integrations	689953	\$135.00
INT_RESPONSE _LOCATE_TRIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	\$0.00

INT_RESPONSE_CONNECT_TRIAL	INTREPID RESPONSE: CONNECT MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689954	\$0.00
INT_RESPONSE_ACTIVATE_TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	\$0.00
INT_RESPONSE_LOCATE+_TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690003	\$0.00
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	\$1,875.00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	for any product at Intrepid location. Cost includes training materials & instructor.	597971	\$750.00

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Verizon Wireless will direct Intrepid Networks to fulfill Customer's Intrepid Networks Services order. Customer support for Intrepid Networks Services must be obtained directly from Intrepid Networks®. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Intrepid Networks Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Intrepid Networks representatives.

MobileIron [Acquired by Ivanti] Secure Unified Endpoint Management (UEM) with Direct Support Bundles: Government Subscribers				
The pricing below reflects the monthly access fee discount. No further discounts apply				
MobileIron Secure UEM Bundle. Endpoint management for any device (iOS, android, macOS, Windows) Apps@Work, Help@Work, and Sentry.				
Optional ADD-ON features: Mobile Threat Defense (MTD) or Mobile Threat Defense Premium (MTD Premium)				
SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit/ Per Year
MI-UEM-D-1YMC-D	MobileIron Secure UEM	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$3.00 (693472)	\$36.00 (693470)
MI-UEM-U-1YMC-D	MobileIron Secure UEM	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$4.50 (693516)	\$54.00 (693517)
MI-UEM-D-1YS-D	MobileIron Secure UEM	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$3.00 (693618)	\$36.00 (693620)
MI-UEM-U-1YS-D	MobileIron Secure UEM	Per User (5 Devices/User) (On-Premise) Subscription License for 1 Year with Direct Support.	\$4.50 (693475)	\$54.00 (693476)
MobileIron Secure UEM Premium Bundle: for UEM, Tunnel, AppConnect, Apps, Conditional Access, ZSO One				
The pricing below reflects the monthly access fee discount. No further discounts apply				
Optional ADD-ON features: Mobile Threat Defense (MTD), Mobile Threat Defense Premium (MTD Premium), Zero Sign-on (ZSO)				
SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit / Per Year
MI-UEMP-D-1YMC-D	MobileIron Secure UEM Premium	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$5.63 (693563)	\$67.50 (693562)

MI-UEMP-U-1YMC-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$9.00 (693511)	\$108.00 (693512)
MI-UEMP-D-1YS-D	MobileIron Secure UEM Premium	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$5.63 (693614)	\$67.50 (693613)
MI-UEMP-U-1YS-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Subscription (On-Premise) License for 1 Year with Direct Support.	\$9.00 (693464)	\$108.00 (693465)
*Refer to the Additional Requirements below for important information				

MobileIron Zero Sign-On (ZSO) Feature: Cloud Adaptive security and conditional access for any cloud service or in-house apps The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	Product Name	Product Description	Monthly Cost Per Unit / Per Year	Annual Cost Per Unit / Per Year
MI-ZSO-U-1YC-D	MobileIron Secure UEM	Per User (5 Devices/User) Subscription License for 1 Year with Direct Support.	\$2.25 (693523)	\$27.00 (693520)
NOTE: This feature is an add-on to Secure UEM Premium SKUs only				
*Refer to the Additional Requirements below for important information				

MobileIron Threat Defense Features: Cloud Compatible with both MobileIron Cloud and MI Core/On premise The pricing below reflects the monthly access fee discount. No further discounts apply MobileIron Threat Defense Feature: Intrusion prevention system integrated into the MobileIron Client to defend against Device, Network, and Application based cyber-attacks The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTD-D-1YS-D	MobileIron Threat Defense	Per Device Cloud Subscription for 1 year with Direct Support.	\$3.00 (658460)	\$36.00 (633460)
MI-MTD-U-1YS-D	MobileIron Threat Defense	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$4.50 (658463)	\$54.00 (633462)
MobileIron Threat Defense Premium Feature: Intrusion prevention system integrated into the MobileIron Client and Advanced App Analysis The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTDPLUS-D-1YS-D	MobileIron Threat Defense Premium	Per Device Cloud Subscription for 1 year with Direct Support.	\$4.50 (658462)	\$54.00 (633461)
MI-MTDPLUS-U-1YS-D	MobileIron Threat Defense Premium	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$6.75 (658464)	\$81.00 (633463)
Notes: Includes zConsole (Cloud-based Command & Control Center) Zimperium's mobile threat management platform that monitors security incidents on zIPS-protected mobile devices and provides mobile forensic details (one per customer)				
*Refer to the Additional Requirements below for important information				

Additional Requirements: MobileIron Secure UEM Bundles, MobileIron Secure UEM Premium Bundles, MobileIron Zero Sign-On (ZSO) Feature, MobileIron Threat Defense Features	
Purchase Requirements: ➤ MobileIron Cloud: Minimum first time purchase of 25 licenses of Unified Endpoint Management Bundle required ➤ MI Core/On premise: Minimum 500+ Licenses Required for initial order/installation required ➤ Deployment services are required for all first time deployments.	

- **Support levels** must match across all products purchased
- **Max of 5 devices/user** for Secure UEM and Secure UEM Premium bundles
- **Customers upgrading** from per Device to per User cannot downgrade
- **Enterprise Support** requires Direct Support

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**MobileIron incappptic Connect Feature: On-Premise
Self-service portal for Customer's custom app development**

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Price Plan ID	Annual Cost (Per 10 Apps)
MI-INCAPPTIC-BAS-D-1YS-D	MobileIron incappptic Connect	Basic license with support for 10 apps using incappptic Connect, an app lifecycle management solution Subscription License for 1 year with Direct Support.	693468	\$15,000.00
MI-INCAPPTIC-APP-D-1YS-D	MobileIron incappptic Connect	Extension package with 10 apps, using incappptic Connect Subscription License for 1 year with Direct Support.	693567	\$15,000.00
Note: Statement of Work required.				

MobileIron Professional Services - Custom Scope SOW Required

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-SOW-PUF	Professional Services - Custom defined scope (e.g. multi-site, certificate integration, health checks, follow-on services) provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour SOW required Billed Upfront	682954	\$250.00
MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	Rate per hour. 3-month period minimum. SOW required	510404	\$130.00
Note: Statement of Work required.				

MobileIron Professional Services - Open Scope

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-HOURS-PUF	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour	682955	\$250.00
Note: Statement of Work required.				

MobileIron Professional Services - Deployment/Implementation Packages

The pricing below reflects the monthly access fee. No discounts apply

MobileIron Professional Services: Deployment

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-SECURE-UEM-CORE	Core Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693623	\$6,250.00
MI-PS-SECURE-UEM-CLOUD	Cloud Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693525	\$3,750.00
MI-PS-SECURE-UEM-PREM-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX,	N/A	693569	\$15,000.00

	management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.			
MI-PS-SECURE-UEM-PREM-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693477	\$12,500.00
MI-PS-SECURE-UEM-PREM-ADV-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693524	\$18,750.00
MI-PS-SECURE-UEM-PREM-ADV-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693478	\$16,250.00
MobileIron Professional Services: Implementation				
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-PREMIUM-IMP	Premium Implementation Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	Bundled Strategy, Advisory, and Implementation * On-Site Work is required and need a PO for Travel	510397	\$25,000.00
MI-PS-MTD-ENT	MTD Implementation (1000+ devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole, zConsole policy configuration, and OS and device vulnerability risk analysis.	Remote implementation Must be purchased with or added to MobileIron Core or Cloud implementation services	693570	\$5,000.00
MI-PS-MTD-SMB	MTD Implementation (up to 1,000 devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole and zConsole policy configuration.	Remote implementation Must be purchased with or added to MobileIron Core or Cloud implementation services	693622	\$2500.00
Note: Statement of Work required.				

MobileIron Professional Services –Other				
The pricing below reflects the monthly access fee. No discounts apply				
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-EBF-MIGRATOR-DEVICE-LICENSE	Access to EBF Migrator per Device License(s) to support a migration to MobileIron Cloud or MobileIron Core.	50 minimum quantity purchase. Must be purchased with MobileIron Professional Services to assist with the migration (MI-PS-SOW, MI-PS-SOW-PUF, MI-PS-FIXED, MI-PS-HOURS-PUF, any of the MI-PS-C2C-MIGRATE-XXX SKUs)	682962	\$7.50
Note: Statement of Work required.				

MobileIron Professional Services –Enterprise Support				
The pricing below reflects the monthly access fee. No discounts apply				
SKU	Product Name	Product Description	Price Plan ID	Price per Unit

MI-PSETERPRISE	MobileIron Professional Services	Enterprise Support and Strategic Account Management (annual fee). Must also have MobileIron Annual Direct Maintenance and Support	682964	\$60,000.00
Note: Statement of Work required.				

MobileIron SKU Mapping for Legacy SKUs		
Current Product	New Product	Add-On
Silver	MobileIron Secure UEM	MTD or MTD Premium
Gold*	MobileIron Secure UEM OR MobileIron Secure UEM Premium	*Dependent upon MI Secure UEM product selected
Platinum	MobileIron Secure UEM Premium	MTD or MTD Premium, ZSO
*Note: Current MobileIron Gold subscriber mapping is dependent upon individual customer requirements. See your account representative for additional details.		

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)/eSIM Price Plan

Price Plan Type	Monthly Access	Domestic Data Allowance	Data Overage Rate
One Talk IP Desk Phone (Plan ID 28849)	\$5.00	100 MB	\$15 per GB
One Talk LTE Desk Phone (Plan ID 30186)	\$5.00	5 GB	\$15 per GB
One Talk Mobile Client for Government (Plan ID 32769)	\$0.00	100 MB	\$15 per GB
One Talk Native Dialer	Requires smartphone to be activated on Flexible Business plans or Business Unlimited plans. Monthly access is subject to the selected smartphone price plan.		

Auto Receptionist (AR) and Call Queue (CQ)

Price Plan Type	Monthly Access
One Talk Auto Receptionist (Plan ID 30194)	\$5
Auto Receptionist Feature mandatory to plan	\$15
One Talk Call Queue Standard (Plan ID 30197)	\$5
Call Queue Feature mandatory to plan	\$15

One Talk Tiered Pricing Service Feature

Feature Price Tiers (SFO 90540)	Monthly Service Price
1 - 9 lines	\$15
10 - 24 lines	\$14
25 – 99 lines	\$13
100+ lines	\$12

Active desk phone, eSIM, mobile client, native dialer, auto receptionist and call queue lines on this pricing at the end of each bill cycle for all accounts under the customer's government profile with Verizon will aggregate together to determine the volume pricing tier.

Hunt Group (HG)

Price Plan & Feature	Monthly Access
One Talk Hunt Group Plan (Plan ID 30206)	\$0
One Talk Hunt Group Feature	\$0

Optional Features

One Talk Premium Visual Voicemail for Android Smartphone (84968)	\$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile App (87720)	
One Talk Voicemail to Text for iOS Smartphones (84969)	
One Talk Caller Name ID and Spam Filter (86064)	\$0.00
Hunt Group Messaging (88212)	\$9.99
Call Queue Agent (1757)	\$1.00

Additional Devices per MDN¹

One Talk pricing for user lines supports multiple devices sharing the single One Talk number. There are two configuration options. Option 1 allows up to 7 devices sharing the number, and option 2 allows up to 8 devices sharing the number.

Option 1: 1 LTE Desk Phone, 1 IP Desk Phone, 5 Mobile Applications

Option 2: 2 IP Desk Phones, 1 Smartphone, 5 Mobile Applications

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.

Applicable One Talk tiered pricing service features are a required part of the

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 on 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.

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.

You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. .

Hunt Group Messaging: Allows up to 20 assigned mobile client user the ability to receive and reply to SMS/MMS messages sent to the phone number assigned to the hunt group. The service provides unlimited SMS/MMS messaging.

Call Queue: Up to 40 agents can be assigned to a call queue and up to 25 calls can be held in queue. To be assigned as a call queue agent, the One Talk user's line must have the \$1 call queue agent feature.

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

Monthly Access Fee	\$5.00
Anytime Minutes in US/Canada/Mexico²	Unlimited
Data Allowance in US/Canada/Mexico²	Unlimited
Data Overage Rate in US/Canada/Mexico²	\$15 per 5GB
Domestic and International Messaging Allowance³	Unlimited
International Dialing (within the U.S.)⁴	Enabled
Plan #	28798

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, (i) a device provided by Customer, (ii) a line that is no longer under a Line Term, or (iii) 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 One Talk eSim 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.

²Throughput speeds on the One Talk eSim Plan will be limited up to 256 kbps throughput for the duration of each billing cycle while on the Verizon Wireless 5G Ultra-Wideband 5G Nationwide and 4G LTE networks. Data speeds are not guaranteed while on extended or roaming partner networks.

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.

⁴ International Dialing is enabled at a pay per use rate.

* **One Talk eSim plan requires the \$15 One Talk tier SFO**

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.verizon.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 One Talk admin 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 a designated phone number. The settings for the line must be configured using the One Talk admin portal. 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 Call Queue. One Talk Call Queue allows callers to be virtually put on hold when all the call queue agents are busy, and

once an agent becomes available, the call is released from the queue to the available agent. 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. The call queue settings must be configured in the One Talk admin portal.

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.verizon.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 Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon. 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 and Apple Mac computers. Please see the One Talk Supported Device List for minimum software requirements, located here <https://www.verizon.com/support/compatible-one-talk-devices/>. 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 or from the Apple App Store®. Please see the One Talk Supported Device List for minimum software requirements located here <https://www.verizon.com/support/compatible-one-talk-devices/>. 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 Visual Voicemail. Premium Visual 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.

5. Charges

For each One Talk line activated in any of the available One Talk Service, 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.

The One Talk monthly recurring fee charged to a customer is based on volume tiered pricing and only applies to paid One Talk lines of service:

- o Smartphone with One Talk service
- o One Talk Desk Phone (primary device)
- o One Talk App (primary device) (mobile/desktop client)
- o One Talk Auto Receptionist
- o One Talk Call Queue

Volume tiered pricing is based on 4 volume tiers:

- o 1 - 9 paid One Talk lines
- o 10 - 24 paid One Talk lines
- o 25 - 99 paid One Talk lines
- o 100+ paid One Talk lines

Active lines at the end of each bill cycle for all accounts under the customer's business profile with Verizon will aggregate together to determine the volume pricing tier.

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 One Talk phone number during the applicable billing cycle.

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. Adding One Talk Native Dialer and Enhanced Dialer can be done in two ways:

- o Add One Talk to your existing corporate liable Verizon Wireless smartphone plan, in which case your One Talk number will be the same as your current number on that plan.
- o Add the One Talk eSIM Unlimited Voice and Text plan for Native and Enhanced Dialer to your dual SIM capable smartphone that is compatible with the Verizon network. This provides a secondary line of service with its own One Talk number. The One Talk eSIM plan includes unlimited talk and text in the United States, Mexico and Canada. If more than 50% of your total talk and text in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. This plan does not include data. If you intend to use data on this smartphone line, you must have a data plan on your first line of service. Month-to-month agreement required. Verizon feature functionality may be limited if the smartphone was not purchased from Verizon. For more information about dual sim capable smartphones, visit <https://www.verizon.com/support/dual-sim-with-esim-faq/>.

One Talk Mobile App. Your use of the Service (including your download of 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. 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.

Integrated Messaging Text Message Feature. The Integrated Messaging feature enables the messaging service for the One Talk mobile application. This allows the user to send and receive messages within the One Talk app, and allows those messages to be synchronized across up to five (5) One Talk apps that share the same One Talk number

- **HIPAA.** Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information

Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively “HIPAA”). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://web.vma.vzw.com/BusinessProduct>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

6. Emergency 911 Calls

Emergency calls to 911 can be placed without dialing a prefix. 911 calls are routed to the local emergency response center based on the 911 address information associated with the user. If it can't be routed directly to the local emergency response center, the 911 call will be routed to the national emergency response center. 911 address information for a user is assigned in the following ways:

- **Desk Phones:** The company's admin that is responsible for the One Talk service can edit/modify the 911 address associated with the user's desk phone within the One Talk portal. Within the One Talk portal, a valid street address, city, state, and zip code can be entered along with additional address information, i.e. suite, apartment, room numbers.
- **Smartphone Mobile Client:** The One Talk mobile client requires the user to place the 911 call through the user's smartphone device vs. using the mobile client. If the user tries to place the 911 call via the One Talk client, it will redirect the call via to the smartphone native phone application
- **Tablet Mobile Client:** The One Talk mobile client requires the user to enter a valid 911 address when setting up the mobile client. The user is prompted to confirm the 911 address when a change in location has been detected.
- **PC/MAC Desktop Client:** The One Talk desktop client requires the user to enter a valid 911 address when setting up the desktop client. The user is prompted to confirm the 911 address when a change in the location has been detected.
- **Native Dialer Smartphone:** 911 calls when using a native dialer smartphone use the e911 service within the wireless network. [E911 compliance FAQs](#)

You can make a 911 call over a Wi-Fi or Ethernet connection when using the service; however, calls over a Wi-Fi or Ethernet connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your address. If you have a power or connectivity loss, an alternate method for contacting 911 may be needed. 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.

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.

Updated: September 2024

ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

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

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

2. Term and TOS Termination. The term of this TOS shall be one year from the date the Customer signs the TOS ("**Effective Date**"). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

3. Intellectual Property. VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.

4. License Rights and Restrictions. Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open

source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

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

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

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

8. Fees. Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. VZW reserves the right to increase pricing upon thirty (30) days' notice.

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

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

11. Security and Unauthorized Code. Customer will comply with VZW's information security requirements available at <http://www.verizon.com/suppliers> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other

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

12. Certification Tests. VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.

13. Data Retention and Access. VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days, after which time it is deleted. For messages sent or received over the Portal, VZW retains Customer message content for sixty (60) days, after which time it is deleted.

14. Customer Contact. Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.

15. Termination of Service. VZW CAN, WITHOUT 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.

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

PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

17. Disclaimer and Limitation of Liability. EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

18. Indemnification. Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.

19. Miscellaneous. Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

3rd Eye Technologies End User License Agreement

PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU AND 3rd Eye Technologies, Inc. HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND DUTIES WITH RESPECT TO THE SOFTWARE, THEN THAT WRITTEN AGREEMENT TAKES PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTERPRISE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTERPRISE AND ITS END USERS. IT IS YOUR RESPONSIBILITY TO COMMUNICATE THE INFORMATION IN THIS AGREEMENT TO THE ENTERPRISE'S END USERS AND ENSURE THEIR ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU ARE INDICATING THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL AND/OR USE THE SOFTWARE.

Capitalized terms used in this Agreement are defined in Section 1 (Definitions).

1. Definitions.

The following definitions apply to capitalized terms used in this Agreement: a. "**Agreement**" means this End User License Agreement ("**EULA**").

b. "**Approved Source**" is 3rd Eye Technologies, Inc., or a distributor or reseller authorized by 3rd Eye Technologies, Inc. to distribute Software in the territory in which You are located.

c. "**Beta**" is a version of the Software that (i) is still in its testing phase and has not yet been released commercially.

d. "**Cloud Services**" means those services provided to You by a cloud services provider which pertain to the operation, administration, maintenance, and provisioning of a cloud infrastructure service including activities involved in controlling, planning, allocating, deploying, coordinating, and monitoring the resources of a network, network planning, configuration management, fault management, security management, performance management, bandwidth management, or other such services. Such services may be licensed as a monthly subscription or on a term subscription basis.

e. "**Documentation**" for a particular Software Version or Release means 3rd Eye's published user guide, release notes and feature listings for that Version or Release.

f. "**Effective Date**" is the date on which You accept the terms and conditions of this Agreement by clicking "Agree" or otherwise accepting this Agreement through use of the Software.

g. "**License Metric**" is a parameter for the access or use of the Software, as described in Section 5.

h. "**License Metric Unit**" is a unit of measurement for the number of seats for the License Metric that You purchased for access or use of the Software.

i. "**Licensed Server**" is either: (1) a designated environment; (2) a designated service provider cloud environment; or (3) a single server or cluster of servers operating as a single entity at Your facility that You have identified to 3rd Eye at the time of purchase or download which is running a supported operating or computing platform.

j. "**NFR**" means "Not for Resale" and is limited to demonstration use by a reseller.

k. "**Per Instance License**" is a license of each specific realization of the Software used to implement the 3rd Eye product(s), and each implementation is referred to as an "Instance" herein.

l. "**Proof of Entitlement**" is 3rd Eye's acceptance of Your order, by providing You access to the Software identified on Your purchase order with 3rd Eye or its authorized reseller.

m. "**3rd Eye**" means 3rd Eye Technologies, Inc.

n. "**3rd Eye Platform**" means any hardware, network appliance, equipment or devices marketed, and sold by 3rd Eye Technologies, Inc.

o. "**Release**" is a particular object code image of a Software product that is identified by a release naming convention starting with "x.y.z" and optionally followed by an additional image identifying string.

p. "**Software**" means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated Documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription.

q. "**Special Purpose License**" means any of the licenses described in Section 6 of the Agreement.

r. "**Subscription License**" means a license to Software for a finite, fixed term of use.

s. **"Update"** means software that is an upgrade, bug fix, patch or other Release of Software licensed hereunder that 3rd Eye makes generally available free of incremental charge to customers.

t. **"Version"** means one or more Releases of a particular Software product with a common "x.y" naming convention in the first two places of the Release identifier.

u. **"You"** means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that is the original end user purchaser of a license to the Software from an Approved Source as set forth in the Proof of Entitlement.

v. **"Your Data"** means the substantive data input by You.

2. License Grant.

a. Grant of License. When You purchase or rightfully receive a license to the Software, 3rd Eye grants You, subject to Your payment of the applicable fees, a limited, non-exclusive, revocable, non-sublicensable, non-transferrable right to install (if necessary) and access and use that Software, only in object code form, for the term stated in Your Proof of Entitlement, solely for internal business operations and subject to the terms of this Agreement and in accordance with the Documentation. You may only use the Software in a manner for which You have purchased and obtained a valid license as indicated in Your Proof of Entitlement. The software image that contains Software that You license might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Specific features and functionality are included in Your license to the Software only if 3rd Eye Documentation for that Version of the Software identifies those features and functionality as being included.

b.c - No longer applicable

d. Operating System License Grant. In the event that the Software is loaded on a 3rd Eye Platform, the operating system software installed on the 3rd Eye Platform that You have purchased along with the Software, and their respective Updates, may only be used on said 3rd Eye Platform and may not be installed or used on any other appliance. 3rd Eye virtual appliances may be used on a supported virtual infrastructure.

e. Disaster Recovery. You may make one copy of the Software You have licensed solely for backup and/or disaster recovery purposes

3. Software Name.

Each Software product is identified by a unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified for that Version of the Software in the Documentation.

4. Term of License.

a. Subscription License. If Your license is a Subscription License, then the term of the Subscription shall be as specified on Your Proof of Entitlement. The Subscription License term specified in Your Proof of Entitlement is non-cancellable and non-refundable. You may, renew or reinstate Your Subscription license subject to the terms of 3rd Eye policies at the time of the renewal and/or reinstatement.

b. Per Instance License. If Your license is a Per Instance License (whether perpetual, subscription or per usage based), then the term shall be as specified on Your Proof of Entitlement.

c. Special Purpose License. If Your license is a Special Purpose License (see Section 6, below), then its term shall be as stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your Special Purpose License shall be up to a maximum of eight (8) weeks from the date that You first received the Software, whether via download unless otherwise specified in a separate written agreement which You may have entered into with 3rd Eye.

d. Perpetual License. If You have a valid Proof of Entitlement that clearly states that Your license is "Perpetual", then, except as stated below, Your license is perpetual, subject only to termination for non-payment of license fees or other breach of this Agreement. An otherwise Perpetual license to the operating system software installed on the 3rd Eye Platform, along with the Software, and their respective Updates will nonetheless terminate if and when You sell or otherwise transfer the 3rd Eye Platform on which You use it.

5. License Metrics.

License Metrics include the following:

- a. Named Users - the number of individuals to which You and Your authorized users grant access for one or more services furnished, managed, or provisioned by any Instance of the Software. A Named User who accesses such services through multiple devices is nonetheless counted as a single Named User.
- b. Concurrent Sessions - the number of connections to which You and Your authorized users grant access for one or more services concurrently furnished, managed, or provisioned by any Instance of the Software.
- c. Other Forms of License. Other License Metrics may be defined for specific Software as specified in Your Proof of Entitlement.

6. Special Purpose Licenses. Special Purpose Licenses are limited, short-term licenses that may not be used for any production or commercial application or similar use.

a. NFR-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Not for Resale" or with words of like meaning, AND if You are a 3rd Eye-authorized distributor or reseller, then for the license term (see Section 4, above) You may use the Software, but only to demonstrate features and performance of the Software to prospective buyers, and only while You remain a 3rd Eye-authorized distributor or reseller. The Software provided under this license may not be resold.

b. Evaluation/Beta Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Evaluation Use", "Beta Use" or with words of like meaning, then for the license term (see Section 4, above) You may install and use the Software, but only for internal evaluation of the Software.

7. License Restrictions; Limitations and Prohibitions. This Section 7 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Per Instance, Special Purpose, Subscription, Perpetual or otherwise:

a. No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.

b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.

c. No Sublicensing or Assignment. You may not sublicense, transfer or assign to another entity, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. Any such attempted sublicense, transfer or assignment shall be void.

d. Restructures. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

e. You are Sole Licensee. No rights or licenses in the Software shall arise under this Agreement in favor of anyone other than You.

f. No longer applicable

g. Restrictions on Charging a Fee for Access or Use. You shall not allow any authorized user of the Software or other third party to grant anyone else access for a fee or other consideration to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Software, except in the case of vADC where such restrictions may not apply.

h. Other Use Restrictions and Prohibitions. Neither You nor Your Named Users shall, directly or indirectly:

(i) Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires 3rd

Eye to provide interface information to You to adapt the Software, 3rd Eye, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that 3rd Eye reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services;

(i) Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by 3rd Eye;

(iii) Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image You have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);

(iv) Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to 3rd Eye for compliance with all provisions of this Agreement;

(v) Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files, notices, disclaimers, marks and labels included in the Software as delivered by 3rd Eye;

(vi) Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity;

(vii) Use the Software or allow anyone else to use the Software for benchmarking or other testing not related to Your internal use;

(viii) Attempt to gain unauthorized access to the Software or its related systems or networks;

(ix) Copy any ideas, features or functions or graphics of the Software

i. [RESERVED]

8. Termination.

a. Early Termination for Breach. This Agreement shall automatically terminate If at any time You:

(i) fail to make timely payment of any applicable fees due in respect of the Software, or (ii) breach any term of this Agreement

b. Effect of Termination or Expiration. If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to 3rd Eye all copies of the Software and related documentation in Your possession or control. In the event You have a paid cloud-based Subscription License, 3rd Eye may permit You to access the Software solely to the extent necessary for You to retrieve a file of Your Data provided You request such access within sixty (60) days prior to the termination of the paid Subscription license. You agree and acknowledge that 3rd Eye has no obligation to retain Your Data and that Your Data may be irretrievably deleted sixty (60) days following the termination of the Subscription License.

c. Survival. The provisions of Sections 1, 7, 8.b, 8.c, and 9-27 shall survive termination or expiration of this Agreement.

9. Confidentiality.

You agree that aspects of the Software and associated documentation are the confidential property of 3rd Eye. As such, You shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which, at a minimum includes restricting access to the Software to Your employees and contractors having a need to use the Software for Your internal business purposes.

10. Your Data

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, exportability, appropriateness, and ownership of Your Data. 3rd Eye treats Your information and Your Data in accordance with its Privacy Policy found at <http://www.3rdEyesecure.net/legal/privacy-policy>.

11. Ownership.
3rd Eye and 3rd Eye's licensors, respectively, retain exclusive ownership of all right, title, and interest in and to all intellectual property in the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

12. Limited Warranties/Intellectual Property Indemnification.
a. Software Limited Warranty.
(i) ANY SOFTWARE LICENSED UNDER A SPECIAL PURPOSE LICENSE IS FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
(ii) For any other license of Software under this Agreement, 3rd Eye warrants for Your sole benefit that for a period of ninety (90) days from the Effective Date (the "Software Warranty Period"), the Software shall substantially conform to the Documentation. You may not make a software warranty claim after the lapse of the Software Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF 3rd Eye FOR BREACH OF ANY WARRANTY REGARDING SOFTWARE UNDER THIS SECTION 12 SHALL BE THE REPLACEMENT OF THE DEFECTIVE SOFTWARE.

b. No warranty will apply if the Software (i) has been altered, except by 3rd Eye; (ii) has not been installed, operated, repaired, or maintained in accordance with the Documentation and instructions supplied by 3rd Eye; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed pursuant to a Special Purpose License. In addition, Software is not designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product. You are solely responsible for backing up its programs and Your Data to protect against loss or corruption

c. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 12, TO THE EXTENT PERMITTED BY LAW, 3rd Eye DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. 3rd Eye DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

d. Indemnification. 3rd Eye shall defend and indemnify You, at its own expense, from any suit brought against You based upon a claim that the Software infringes any third party trade name, patent or copyright ("IP Claims") and will pay all damages and costs that a court awards against You as a result of such claim, provided that You: (i) promptly give 3rd Eye written notice of such IP Claim after becoming aware of it and furnish 3rd Eye with a copy of each communication, notice or other document exchanged with the claimant relating to the IP Claim; (ii) give 3rd Eye complete control of the defense and settlement of the IP Claim; and (iii) fully cooperate with 3rd Eye in the defense or settlement of such claim. 3rd Eye shall have no obligation or liability with respect to any IP Claim, which is based in whole or part upon: (a) the combination, operation or use of the Software with any hardware, software or other device supplied by a party other than 3rd Eye and the claim would not have arisen but for such combination, operation or use; (b) any modification of the Software which is not pre- approved by 3rd Eye in writing; (c) any specifications, designs or instructions provided to 3rd Eye by or on behalf of You; (d) Your failure to promptly modify the Software (e.g., install a supported Release provided by 3rd Eye), if the claim could have been avoided had You followed 3rd Eye's directions for the implementation of such modification; or (e) use of the Software in a manner other than that for which it was designed or in a manner other than as specified by 3rd Eye. If use of the Software is enjoined or threatened to be enjoined in connection with an IP Claim, 3rd Eye may, at its expense, either: (y) obtain for You the right to continue to use the Software, or (z) replace the Software with non-infringing software that has substantially similar features and functionality, the use of which is not restricted or prohibited. If in 3rd Eye's sole judgment, neither of the foregoing actions is reasonably available to it, then 3rd Eye will refund the amount paid by You for the Software depreciated on a five year straight-line basis. THE REMEDIES SET FORTH IN THIS SECTION 12.d ARE YOUR SOLE AND EXCLUSIVE REMEDIES FROM 3rd Eye WITH RESPECT TO ANY IP CLAIM.

13. Limitation of Damages. To the extent permitted by law:

a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF 3rd Eye, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR

STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE PRICE PAID BY YOU FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE CURRENT TERM.

b. IN NO EVENT SHALL ANY BREACH BY 3rd Eye IN CONNECTION WITH ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE EXCUSE YOUR UNAUTHORIZED USE OF SOFTWARE OR IMPAIR 3rd Eye'S RIGHT TO TERMINATE ANY LICENSE BASED ON YOUR BREACH OF THIS AGREEMENT.

c. NEITHER 3rd Eye NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF YOUR DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR USE OF THE SOFTWARE.

d. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

e. [RESERVED]

f. 3rd Eye has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability stated above. Those disclaimers and limitations reflect an allocation of risk between 3rd Eye and You, and they form an essential basis of the bargain between 3rd Eye and You.

14. Compliance with Laws; Export Requirements.
You shall comply with all applicable laws and regulations in connection with the movement and use of the Software. You acknowledge and agree that the Software as well as related technical data and Documentation may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country, and that You are not using any Software or technology furnished hereunder to further activities in support of the development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify 3rd Eye if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to 3rd Eye of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government as required.

15. Commercial Computer Software.
The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the Proof of Entitlement.

16. Federal Provisions.
Notwithstanding any provision of law, regulation or policy, if You are an employee of an agency of the government of the United States of America ("federal agency") and are using 3rd Eye software or services on behalf of that federal agency, in performance of your official duties, the following sections of the Agreement are amended as follows. (1) Section 19 Governing Law does not apply. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America; to the extent permitted by federal law, the laws of the State of California will apply in the absence of federal law. (2) The entirety of Section 7.i, concerning license restrictions, limitations, and prohibitions, and the second sentence of Section 13.e, concerning the limitation of damages, do not apply to federal agencies. Liability of a federal agency for any breach of the terms of service or this Agreement, or any claim arising from the terms of service or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of 3rd Eye for any breach of this Agreement, or any claim arising from this Agreement, shall be determined by applicable federal law.

17. Audit.
3rd Eye has the right to inspect and audit You and require You to provide written assurance satisfactory to 3rd Eye to confirm compliance with the EULA, including, without limitation, requesting You to email 3rd Eye a report generated by the Software detailing use of the Software by You. 18. Third Party Software.
Any licensor of 3rd Eye whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were 3rd Eye. Certain third

party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). This Software is licensed subject to open source software licenses.

19. Governing Law.
See Section 16.

20. Force Majeure.
Except for Your duty to make payment for Software licenses, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of terrorism, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. The performance of the party claiming the Force Majeure event shall be excused for the duration of said event.

21. Transition of This Agreement.
If You licensed any Software from 3rd Eye under a different End User License Agreement, then this Agreement shall apply to that Software if and when, you either purchase additional License Metric Units for the Software, renew the license at the end of the license term, or reinstate the license after the license expires.

22. Complete Agreement; Modifications.
Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

23. Severability.
If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

24. Notification.
Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to 3rd Eye by mail to 13800 Coppermine Rd. Suite 149 Herndon, VA 20171 USA, Attn.: Legal Department, provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address or by mail addressed to Your street address that is associated with Your user account for registration with 3rd Eye. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Approved Source from which You acquired Your license.

25. Waiver.
The failure of 3rd Eye to require Your performance of any provision of this Agreement shall not affect 3rd Eye's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

26. Data Use.
3rd Eye may collect, information about You including:

- Device identifiers and IP addresses
- End user names, email addresses, phone numbers, IMEIs;
- Information provided to us through cloud services and dashboards associated with the Software.

Subject to applicable contractual and legal restrictions, we use the information described above (sometimes in combination with other information we obtain) for the following purposes:

- To analyze and improve the Software;

- To monitor adoption rates of Updates to the Software;
- To provide maintenance and technical support;
- To provide Updates;
- To manage and renew Subscription Licenses;
- To enforce the legal terms that govern the Software;
- To comply with applicable laws and to protect rights and property; and
- For other purposes requested or authorized by You.

3rd Eye conducts the above activities on the basis of its legitimate interests in operating our business and protecting our customers. Where appropriate, these activities also are conducted on the basis of consent.

VERIZON MOBILE DEVICE MANAGEMENT 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, an entity ("Customer") will be able to purchase features to (1) manage smartphone and tablet configurations for devices running Android® and Apple® iOS with "Unified Endpoint Management," (2) manage security profiles and settings on selected Jetpacks and MiFis with "Broadband Hotspot Management," (3) enable identity protection and contact onboarding with "Advanced Features," and/or (4) help provide for mobile security with "Mobile Threat Defense." By using 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 Celco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, "VZW").

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 purchased Service feature(s) solely for internal business operations and effective for the stated term of the license.
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. **Location Information; 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 the Service. "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, including Location Information, about all Mobile Devices associated with Customer's VZW account.
 - a. **Consent and Revocation regarding Location Information.** 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 such consent 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 (e.g., representatives, agents) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the location functionality 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.
 - b. **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 that End User's 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. **Open Source Software.** The Service may contain certain software subject to open source licenses. All such software is subject to the terms of the applicable open source licenses, which may be viewed at [verizon.com/opensource](https://www.verizon.com/opensource).
9. **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.

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.

Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers. **Anytime Minutes:** Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill. **Long Distance:** Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan. **Unlimited Messaging:** Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers. **Mobile to Mobile Calling:** Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes. **Night and Weekend Minutes:** Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage. **Push to Talk Plus:** Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information. **International Long Distance:** You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details. **Verizon Wireless International Long Distance Value Plan:** International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details. **International Roaming:** Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/roaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws. **Roaming in GSM countries:** GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text

messaging. Check www.vtext.com for the most current list of participating foreign carriers. **Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the send or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute. Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service. **Data Services: Permitted Uses:** You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP). **Data Services: Prohibited Uses.** You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law.** [See verizonwireless.com/privacy] Unlimited Data Plans and Features (such as Mobile Broadband Access, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the

service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer. Unlimited VZAccess and VZEmail: Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment **Data Roaming:** International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. **International Data Optional Features:** International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Managers and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. **International Email SIM Cards:** SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your International Email SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device. **Megabyte (MB) Data Plans:** M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage. **Data Roaming:** International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. **M2M Data Plan Share Options Share Options:** Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans. **Account Share:** Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans. **Profile (Multi-Account) Share:** Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Call Filter Service Attachment to Verizon Wireless Agreement

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

accounts. This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer has voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.

8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which

can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. Licenses and Restrictions. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. Restrictions on Use. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. Branding. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. User Content. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer's own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. Digital Millennium Copyright Act Notice. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is: Verizon Copyright Department 1320 North Courthouse Road, Floor 9 Arlington, Virginia 22201, U.S.A. Fax 703.351.3669 Email DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements: i. Signature of copyright owner or person authorized to act on behalf of the owner; ii. Identification of copyrighted work claimed to be infringed; iii. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material; iv. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address); v. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed. It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. Open Source and Third Party Licenses. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:

– <https://realm.io/legal/developer-license-terms/>

- <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
- https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
- https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
- <https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE>
- <https://github.com/scalessec/Toast/blob/master/license>
- <http://www.apache.org/licenses/LICENSE-2.0>
- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE

AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Denial Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not

listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software. 20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. 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. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

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 January 1, 2020, the basic FUSC rate is 21.2% and changes quarterly. If the customer does not exceed the included number of minutes, the FUSC rate for bundled minute plans is 6.148%; the 21.2% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate. We also impose state universal service charges. These charges vary by jurisdiction and are subject to change. **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. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.15 per line for all other services.

EXHIBIT 3

Information Technology and Data Special Conditions

Cook County Government

Information Technology and Data Special Conditions Addendum

Together the Professional Services Agreement (“PSA”) Cook County contract (2514-02061), including any attachments thereto, and this Information Technology and Data Special Conditions Addendum (“Addendum”), form the “Agreement.” County and Consultant agree that, with respect to County Data and/or County Intellectual Property, including any Consultant obligations, representation, or warranties related thereto, in the event of conflict between this Addendum and any other terms in the Agreement, this Addendum takes precedent over, controls and supersedes any term or clause to the contrary.

I. Definitions

- a. **“AI System(s)”** means a machine-based framework that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments. “AI System” includes machine-based frameworks utilizing generative pre-trained transformers and large language models.
- b. **“Applicable Data Security and Privacy Law(s)”** means any applicable and relevant US laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.); the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.); FBI CJIS Security Policy; the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq.; the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq.; the Payment Card Industry Data Security Standard, including any subsequent updates, amendments and implementing regulations to the above laws, that may be applicable to the provision of the Services, Software, use of AI System, and/or this Agreement.
- c. **“Biometric Identifier”** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and includes any expansion of this definition as enacted by the relevant legislative body and/or related case law. Additionally, photographs, videos, and voice recordings are included only to the extent utilized to capture such scans or prints.
- d. **“Biometric Information”** means any information, regardless of how captured, converted, stored, or shared, based on an individual's Biometric Identifier that is used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of Biometric Identifiers. Biometric Information includes the most recent meaning or binding

judicial interpretation of the term “biometric information” as defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

- e. **“Business Associate Agreement”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).
- f. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent Payment Card Industry Data Security Standard.
- g. **“Consultant”** means the same as “Contractor” as both terms are defined in County Professional Services Agreement, or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement. “Contractor” and “Consultant” may be interchangeably used. “Consultant” includes employees, representatives, subcontractors, and agents of Consultant.
- h. **“Consultant Confidential Information”** means all non-public proprietary information of Consultant that is marked confidential, restricted, proprietary, or with a similar designation, provided that Consultant Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.
- i. **“County”** has the same meaning as defined in the Cook County Procurement Code, located at Chapter 1, Sec. 1-3, of the Cook County Code of Ordinances as amended.
- j. **“County Confidential Information”** means all non-public proprietary information of the County, including Personally Identifiable Information and any information exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.
- k. **“County Data”** means any and all information, in any form, that the County provides access to or shares with Consultant.

County Data also includes, without limitation, all information provided by County employees and representatives, as well as information provided by any third party on the County’s behalf, to Consultant, and any information owned, created, and/or maintained by County that Consultant encounters during the term of this Agreement.

County Data does not include orders place in Consultant’s systems, including the Verizon My Business portal, or similar Verizon generated business records or any data or intellectual property owned or created by Consultant, including proprietary or trade secret data, except for any data or intellectual property that the County is commissioning or purchasing from Consultant or that Consultant has been hired to create for the County.

- l. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.
- m. **“Criminal Justice Agency(ies)”** means a court, governmental agency (federal, state, local or tribal), or any subunit of governmental agency, that administers criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual budget to administering criminal justice. Criminal Justice Agency includes state and federal Inspector General Offices and Sheriff’s Offices.
- n. **“Criminal Justice Information”** or **“CJIS Information”** means data or information, in virtual or hard copy form, collected by Criminal Justice Agencies regarding individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

Criminal Justice Information also means any data that meets the definition of “Criminal Justice Information” in the most recent version of FBI CJIS Security Policy as well as data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

- o. **“Cyber Incident”** means an occurrence of any kind that is reasonably likely to threaten or compromise, or does threaten or compromise, the security, integrity, availability, and confidentiality of, or access to, an information system, computer system, and/or the cyber security tools, controls, or procedures put in place to secure Consultant’s systems, endpoints, servers, and/or its cloud environment, and has the potential to cause a Data Breach. Cyber Incident includes, but is not limited to, a ransomware event; a large scale failure of Consultant’s Information Security System; any configuration problems which cause data to be stored or shared in violation of either Consultant’s or Consultant’s Third Party Vendor’s Information Security Program; and any mistake or unintentional issue that causes cybersecurity protections to fail or otherwise not protect County Data and/or allows for the unauthorized access to or exfiltration of County Data.
- p. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, modification, destruction, corruption, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity, or availability of any County Confidential Information.
- q. **“Data Subject”** and any variation of that word mean the same as defined in Applicable Data Security and Privacy Laws.

- r. **“Data Subject Request”** means a request made by a Data Subject to exercise any rights of Data Subjects under the Applicable Data and Security Privacy Laws.
- s. **"Deliverable"** means the same as defined in the Professional Services Agreement or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- t. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored, or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to, or enhancements (derivative works) of, third party Intellectual Property to the extent not owned by the licensor of the third party IP under the terms of the applicable license.
- u. **“Evolution Data”** means data created by, incorporated into, and a component of the AI System’s evolution during training and subsequent use by County during the Term, including retained portions of any training data, production data, or Output Data as provided, directly or indirectly, by County.
- v. **“Information Security Program”** means a detailed set of policies, procedures, and principles that describe how an organization protects its data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.
- w. **“Input Data”** means data, regardless of form, that is entered into an AI System for processing.
- x. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code as defined by the Open Source Initiative and “free” code as defined by the Free Software Foundation.
- y. **“Output Data”** means generated outputs such as predictions, information, content, recommendations, or decisions provided by an AI System in response to processing Input Data.
- z. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel, and includes all variations of that term as defined in the Applicable Data and Security Privacy Laws. For the avoidance of doubt, Personally Identifiable Information includes: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information,

including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as Personally Identifiable Information under Data Breach Notification Laws.

- aa. **“Personal Health Information”** means information relating to the past, present, or future physical or mental health or condition of an individual; to the provision of health care to an individual; or to payment (whether past, present, or future) for health care ; and either (i) Identifies the individual; or (ii) provides sufficient information that could reasonably be used to identify the individual, but that is not included in the definition of Protected Health Information under 45 C.F.R. 160.103.
- bb. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.
- cc. **“Services”** means the same meaning as defined in Article 3 of the County Professional Services Agreement or “Deliverables” as defined in the County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- dd. **“Software”** means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.
- ee. **“Third-Party Vendor”** means any subcontractor, company, independent contractor, or vendor of any kind that is not a direct employee or corporate division of Consultant. Third Party Vendors includes Subconsultants as may be defined in the Underlying Contract.

II. Data Storage and Access

- a. **Data Storage:** Consultant agrees to store all County Data in compliance with Section III Privacy and Data Security of this document. Consultant agrees to ensure that County Data it receives and stores is kept in the same technical format (not including the application of encryption) and is organized in the same manner (as close to a 1 to 1 storage as possible) as it was received by Consultant.

Consultant also agrees to minimize storing or transferring County Data on portable media devices and will only store or transfer County Data on portable media devices with prior written approval from County. Should it be necessary to store or transfer County Data via a portable media device, Consultant agrees to secure the

same with commercially available cybersecurity tools (i.e., requiring multi-factor authentication to access such portable media device), and to track in a security log all instances of downloads of County Data to a portable media device and the chain of custody of such media device until County Data is securely deleted from same. Consultant further agrees that any such portable media device will fully encrypt the data, and that authority to access or remove the portable media device containing County Data is granted only with demonstrated need. Consultant will only utilize portable media devices with the ability to be remotely wiped

- b. **Approved Facilities:** Consultant will perform Services and host County Data only within the continental United States and only from locations owned or leased by Consultant and its Subcontractors.
- c. **Data Minimization:** Consultant must implement procedures to minimize collection of Personally Identifiable Information and Personal Health Information. If Personally Identifiable Information must be collected or processed by Consultant on County's behalf, or is shared with Consultant by County for any reason, Consultant will only use such Personally Identifiable Information: (i) as directed by the County; (ii) as needed to provide contracted services to the County; and (iii) for no other purpose. If Personally Identifiable Information must be shared with a third party, Consultant will only share portions of such information necessary to accomplish the purpose of sharing and that it will comply with all requirements of Section V before sharing with such third party.
- d. **Data Access and E-Discovery:** The County may access and copy any County Data in Consultant's possession at any time for any reason, without limitation. Consultant shall reasonably facilitate such access and copying promptly after the County's request.

Consultant agrees to only delete County Data in compliance with applicable law and the Data Deletion section of this Agreement. Consultant also agrees to halt any deletion of County Data promptly, including directing its Third-Party Vendors to do the same, if the County informs Consultant in writing that such data must be preserved.

- e. **Compliance with Applicable Data Applicable Data Security and Privacy Law(s):** If the County is required to respond to a Data Subject Request, Consultant agrees to reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. If Consultant receives a Data Subject Request related to this Agreement, Consultant will notify County of such request as soon as reasonably practicable and will reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws.

- f. **County Confidential Information.** All County Confidential Information shall remain the property of the County, and no license or other rights to the Consultant is granted or implied hereby. Consultant shall not disclose or allow disclosure of any of the County's Confidential Information to any third party, except to Consultant's employees and representatives, who are subject to written and enforced obligations to keep such Confidential Information confidential, and shall only use and disclose such County Confidential Information (i) for purposes of performing its obligations under this Agreement, and/or (ii) in connection with any SOW/Order Form (including in the course of discussions or exploration of a potential SOW/Order Form which may or may not ultimately be executed). Consultant remains responsible for any breach of this section by its employees and representatives.
- i. In the event that Consultant is required to disclose County Confidential Information in accordance with a judicial or governmental requirement or order, Consultant shall limit disclosure of such data in compliance with Section III(c)(iii) of this Addendum.
 - ii. County Confidential Information shall be subject to the confidentiality obligations of this Section III(f) for ten years following Consultant's return or destruction of County Confidential Information in accordance with subsection iv below.
 - iii. **Injunctive Relief.** Consultant acknowledges that disclosure of any County Confidential Information by it or its employees or representatives may give rise to irreparable injury to the County not adequately compensated by damages. Accordingly, the County may be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this section, in addition to any other legal remedies that may be available.
 - iv. **Return or Destruction of County Confidential Information.** Unless otherwise provided in this Agreement, upon the earlier of the County's request or termination or expiration of this Agreement, Consultant shall, at the County's option, promptly destroy or return all County Confidential Information, including all copies in any form or medium, in its possession or control, in compliance with Section III(e) of this Addendum.
- g. **Information Access:** Consultant may not permit access to any County Confidential Information by any unauthorized individual or entity. Consultant must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Consultant will, upon request from the County, provide the County with an updated list of its personnel with access to County Data and the level of such access.
- h. **Public Records Laws:** Consultant will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Consultant must: (a) store County Data such

that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Consultant.

III. Privacy and Data Security

- a. **General Requirement of Confidentiality and Security:** Consultant will maintain the confidentiality and security of all County Data that it has copies of or access to. Without limiting Consultant's other obligations under this Agreement, Consultant must use commercially available and state-of-the-art cybersecurity tools and controls meeting this Section III's requirements to provide reasonably appropriate security protection to County Data proportionate to the type and sensitivity of County Data at issue. Similarly, Consultant must provide and perform all Services and Software securely in compliance with the requirements of this Section III using security technologies and techniques in accordance with industry-leading practices and County security policies, procedures and other requirements made available to Consultant in writing. This includes network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect County Confidential Information. Consultant must secure all Personally Identifiable Information with the highest level security commercially available, and must also encrypt all Personally Identifiable Information and Personal Health Information in transit, during processing, and at rest. The requirements of this Section III shall apply to all of Consultant's Systems and the facilities where such Consultant Systems are used to collect, store, handle, process, backup, dispose, and/or access County Data.
- b. **Applicable Data Security and Privacy Laws:** Consultant agrees to comply with and abide by all Applicable Data Security and Privacy Laws, including those applicable to the Consultant if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.
- c. **Data Ownership:** Consultant recognizes and agrees that the County possesses and retains all right, title, and interest in and to County Data, and that Consultant's use, access to and possession thereof is solely to fulfill its obligations under this Agreement and that any processing and use of County Data by the Consultant is done solely on the County's behalf and for the County's benefit.
 - i. Consultant further recognizes and agrees that:

1. County Data is valuable property of the County and may include proprietary, sensitive, private and/or trade secret information; and
 2. County Data may include original compilation pursuant to copyright laws of the United States and other jurisdictions; and
 3. The County has dedicated substantial resources to collecting, managing, securing and compiling County Data; and
 4. County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
 5. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Consultant or commercially exploited by or on behalf of Consultant.
- ii. The County grants Consultant a limited, non-transferrable and royalty free license to use and access County Data solely as necessary to fulfill Consultant's duties under this Agreement. Without County's prior written consent, Consultant shall not:
1. access or use any County Data for any purpose other than to fulfill its duties and obligations under this Agreement; or
 2. give third party access to or copies of County Data, unless in compliance with the Third-Party Vendor section below.
- iii. In the event that Consultant is required to disclose County Data in accordance with a judicial or governmental requirement or order, Consultant will, except to the extent prohibited by law:
1. give the County reasonable prior notice and opportunity to object or seek a protective order or other appropriate remedy;
 2. Cooperate with the County so the County may object to or seek a protective order or other appropriate remedy;
 3. disclose only portion(s) of the County Data that it is legally required to disclose.
- d. **Consultant as a Data Processor:** Consultant understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates processing Personally Identifiable Information, it will act only on direction from the County.
- e. **Data Deletion:** Consultant agrees that at the conclusion of this Agreement or upon the written request of the County, it will promptly:
- i. return all versions and copies of County Data to the County in such a format that the County may reasonably request and;
 1. provide County with adequate bandwidth and other resources to remove County Data from Consultant servers; and

2. provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the same manner as used by Consultant.
- ii. after returning all County Data to the County, delete all versions or copies of County Data from any location and all systems under Consultant's control, including but not limited to Consultant's servers, systems and any backups; and
- iii. direct and ensure secure erasure of County Data by any and all of Consultant's Third-Party Vendors with copies of or access to County Data.

Consultant also agrees that in deleting County Data as required by this Agreement, Consultant shall leave no data readable, decipherable, or recoverable on its computers, servers, or other media, or those of its Third-Party Vendors, in accordance with NIST Special Publication 800-88 as revised. Promptly after Consultant has completed its deletion of County Data and has directed its Third-Party Vendors to do the same, and no later than 30 days after termination of this Agreement, Consultant shall certify such deletion to County in writing in compliance with NIST Special Publication 800-88.

- f. **Data Security:** Without limiting any of its other obligations and promises elsewhere in the Agreement, Consultant shall prevent unauthorized access to, sharing, disclosure, modification, or destruction of County Data. Consultant represents and warrants that:
 - i. it will not permit any unauthorized access to or allow its actions or inactions to cause any loss or damage to County Data or County IP;
 - ii. it will comply with any and all County security policies in place during the term of this Agreement;
 - iii. it will not use any system that is dependent on software or hardware without appropriate security updates available;
 - iv. it will only store County data within the Continental United States;
 - v. it will appropriately vet using, at a minimum, criminal background checks, identity verification of physical person to a government issued id card, and employment history verification of all employees and representatives working with or provided access to County Data and County IP and ensure that such employees and representatives are legally bound to maintain the security and confidence of County Data, County IP, and County Confidential Information; and
 - vi. it will not allow any foreign government or foreign owned organizations or other third parties access to any County Data, County IP, or County Confidential Information.
- g. **Information Security Program:** Consultant agrees to maintain, implement, and comply with a written Information Security Program requiring industry standard administrative, technical, and physical safeguards appropriate to:

- i. protect the security and confidentiality of County Data;
- ii. identify and protect against threats and hazards to the security or integrity of County Data; and
- iii. protect against unauthorized access, taking, sharing, destruction, modification, or use of County Data.

Consultant's administrative, technical, and physical safeguards must provide a level and scope of security not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard and state-of-the-art security standards series.

Consultant shall also ensure that the Information Security Program addresses the following:

- i. Proper disposal of County Data once it is no longer needed to carry out the purposes of this Agreement and in compliance with the Data Deletion section of this Agreement;
 - ii. Access controls on systems and servers used to maintain, access, or transmit County Data;
 - iii. Access restrictions and appropriate security controls at physical locations containing County Data, including at servers and/or data banks;
 - iv. Multi-Factor Authentication on all systems, accounts, and endpoints, with access to store or maintain County Data;
 - v. Encryption of electronic County Data, at rest and in transit, in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Consultant must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.
 - vi. Application of least privilege principles for access to County Data, which is supplemented either by dual control procedures or segregation of duties;
 - vii. Regular testing and monitoring of electronic systems accessing or storing County Data; and
 - viii. Procedures to detect actual and attempted attacks on or intrusions into the end points, systems, or servers, containing or accessing County Data.
- h. **Regular Review of Security Program:** Consultant shall review the Information Security Program and all other County Data Security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.
- i. **Cyber Incident:** Consultant represents and warrants that it maintains the cybersecurity of its Services and Software and takes proactive and consistent action and to prevent a Cyber Incident from affecting any County IT environment at any time. If Consultant discovers that a Cyber Incident has impacted its own

environment and has or has the potential to impact the County's IT environment, Consultant must, at no additional charge, (a) immediately undertake to address the Cyber Incident to mitigate damage and restore any affected Service, Software or equipment; (b) notify the County in writing within 72 hours of discovery of the incident; and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

j. **Data Breach:** In the event that Consultant suffers a Data Breach of any kind, it agrees to:

- I. Notify County promptly and without unreasonably delay, but no later than 72 hours after discovery or suspicion of the Data Breach. Notification shall be sent to databreach@cookcountyil.gov;
- II. Notify County promptly and without unreasonably delay, but no later than 72 hours after receiving notification from a Third-Party Vendor, of a Data Breach suffered by such vendor, if that Vendor had copies of or access to County Data. Notification shall be sent to databreach@cookcountyil.gov;
- III. If the Data Breach concerns County Data:
 1. Consultant will provide County with meaningful access to the forensic investigation, including details regarding method of compromise, identity of the attackers if known and progress of remediation;
 2. Consultant will assist the County as it seeks to comply with any data breach notification requirements. Such assistance shall include not be limited to, providing the County with access to data, personnel and information relating to the County Data that may have been exposed, and, if applicable, information about any persons whose Personally Identifiable Information may have been affected or exposed;
 3. Consultant will notify any affected persons solely at the County's direction, including review and approval of all notices, and governmental regulators, as applicable;
 4. Consultant will recover affected data or information to the extent possible;
 5. Consultant will provide County with a corrective action plan acceptable to County;
 6. Consultant will not make any public announcements relating to such Data Breach without the County's prior written approval; and
 7. Consultant agrees that County has the sole right to (a) determine whether notice of any Data Breach involving County Data is to be provided and to whom; and (b) approve the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

- IV. In the event of a Data Breach attributable to an act or omission of Contractor, including without limitation those of Consultant's Third-Party Vendors, subcontractors or other agents, Consultant shall also:
1. reimburse County for any and all reasonable expenses related to data breach notifications, including the provision of credit monitoring services to affected persons;
 2. indemnify and defend the County from any and all legal actions that arise from such data breach; and
 3. compensate the County for any and all other related costs or expenses, such as recreating lost or compromised data.
- V. Nothing in this section is meant to limit or restrict any of the County's other rights or potential remedies stemming from such data breach.

- k. **Data Integrity and Loss of County Confidential Information.** Consultant must implement and maintain strong, industry standard measures, as detailed in Section III(g) of this Addendum, to maintain accuracy of County Data. Without limiting any rights and responsibilities under this Section III in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Consultant must promptly, at its own expense: (a) notify the County in writing within 24 hours; (b) take such actions as necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.
- l. **Biometric Data Security and Breach:** If Consultant will receive, handle, manage, store, review, collect, access, or otherwise process any Biometric Information as a part of this Agreement:
- i. Consultant will provide its written policies related to the retention schedule and permanent deletion of Biometric Information to County prior to Consultant's receipt of the Biometric Information.
 - ii. If this Agreement requires Consultant to collect Biometric Information on behalf of the County, Consultant agrees to obtain appropriate consent, as required by the Illinois Biometric Information Privacy Act (740 ILCS 14/1, et seq.), from the person who the Biometric Information is being collected from, on behalf of both Consultant and the County.
 - iii. Consultant agrees that under no circumstances will it sell, lease, trade, or otherwise profit from Biometric Information in connection with this Agreement, regardless of whether received from the County or collected directly from the person.
 - iv. Consultant shall ensure that its Information Security Program, as required via this Section III, provides for and includes protection of Biometric Information. Additionally, Consultant agrees to implement any additional

data security policies and controls for Biometric Information as necessary to ensure full compliance with applicable privacy laws.

- v. Consultant shall notify County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting Biometric Information. Notification shall be sent to databreach@cookcountyil.gov.

m. **Payment Card Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any Cardholder Data, Consultant agrees:

- i. to provide the County with a copy of its most recent Attestation of Compliance and Report on Compliance establishing that Consultant has been PCI-DSS Certified. Consultant also agrees to provide updated compliance documents should its certification be renewed during the pendency of this Agreement.
- ii. to ensure that its Information Security Program, as required via this Section III, provides for and includes the protection of Cardholder Data. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for Cardholder Data as may be required by the PCI Security Standards Council.
- iii. If a Data Breach occurs and involves Cardholder Data, Consultant agrees to:
 - 1. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting Cardholder Data. Notification shall be sent to databreach@cookcountyil.gov.
 - 2. Work with the County as described above in Section III(j) to provide notification to affected Card Holders and Card Companies as necessary, including but not limited to, the provision of documents and testimony, during any resulting PCI investigation or audit of the County, at the Consultant's own expense.

n. **PHI Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any PHI, then Consultant agrees:

- i. that in addition to this Agreement, it must enter into a Business Associate Agreement with the County entity or division providing Consultant with copies of or access to the PHI.
- ii. that its Information Security Program, as required via this Section III, provides for and includes the protection of PHI. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for PHI to ensure full compliance with both the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110

Stat. 1936, 45 CFR 160, et. seq.) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Title XIII, 123 Stat 226).

- iii. to notify the County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting PHI. Notification shall be sent to databreach@cookcountyil.gov.
- o. **CJIS Data Security and Breach:** If the Underlying Contract requires or permits that Consultant receive, handle, manage, store, review, collect, access, or otherwise process any CJIS Information, then Consultant agrees:
 - i. to sign and return to the County, in paper or electronic copy, the CJIS Data Security Acknowledgement Receipt after the County provides Consultant with a copy of this Addendum and the CJIS Security Policy.
 - ii. that its Information Security Program, as required via Section III(f) of this Addendum, provides for and includes the protection of CJIS Information. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for CJIS Information to ensure full compliance with both the Criminal Justice Information Services Security Policy and the policies and standards established by the Criminal Justice Information Services Advisory Policy Board.
 - iii. to sign and abide by an Information Exchange Agreement with the County prior to any exchange of CJIS Information.
 - iv. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting CJIS Information. Notification shall be sent to databreach@cookcountyil.gov.
- p. **Privacy Notice:** Consultant shall provide effective notice to the public and to individuals regarding:
 - i. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - 1. Authority for collecting PII; and
 - 2. The choices, if any, individuals may have regarding how Consultant uses PII and the consequences of exercising or not exercising those choices; and
 - 3. The ability to access and have PII amended or corrected if necessary.
 - ii. The Consultant's privacy notice shall describe:
 - 1. The PII collected and the purpose(s) for which it collects that information; and
 - 2. How the Consultant uses PII internally; and
 - 3. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and

4. How individuals may obtain access to their PII; and how PII will be protected.

IV. Consultant Personnel: Consultant will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use County Data necessary to perform the Services, and will not make it available to any Third Parties except as specifically authorized hereunder. Consultant must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Consultant personnel who may have access to the aforementioned must execute agreements concerning access protection and data/software security consistent with this Agreement.

V. Third-Party Vendors: Consultant agrees that if it is to utilize third party vendors for this Agreement that require access to or copies of County Data in order to perform its work, that it will:

- a. Ensure that all such vendors and their employees are located within the Continental United States, unless approved in writing in advance by County;
- b. Ensure that no such vendor is owned in part or in whole by a foreign government, unless approved in writing in advance by County;
- c. Provide a written list of such vendors to the County, along with a link to or copy of the vendors' privacy and data security policy;
- d. Ensure that Consultant's contracts with such vendors contain the appropriate data security and privacy protections for County Data that are the same or at least as stringent as the provisions contained within this Agreement;
- e. Ensure that each vendor is required to promptly notify Consultant of any Data Breach suffered by the vendor that concerns County Data;
- f. Notify County immediately upon receiving notification from a vendor of any Data Breach that concerns County Data;
- g. Remain responsible for any resulting costs, liability, charges or expenses incurred by the County and stemming from the action or inaction of such Third-Party Vendor; and
- h. In the event of a Data Breach stemming from such vendor, assist the County with obtaining information, documents, and access to persons necessary to investigate such Data Breach and provide necessary legal notifications.

VI. Audit Rights

- a. **Data Security Audit:** Consultant agrees to have a Security Audit Service Organization Control (SOC 2), Type II Audit performed at least annually.
- b. **INTENTIONALLY OMITTED.**
- c. **INTENTIONALLY OMITTED.**
- d. **INTENTIONALLY OMITTED.**

VII. Intellectual Property

- a. **Consultant Intellectual Property Warranty:** Consultant represents and warrants that it owns, or is authorized to use, all Consultant IP, and Consultant-provided third-party IP.
- b. **Open Source Material:** Consultant represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Consultant represents and warrants that all OSM materials provided to County or used on County's behalf comply with their license agreements. Unless otherwise specified in this Agreement, Consultant must maintain OSM support, including required patching and security updates, which will be provided promptly after release. Consultant must not use any materials allowing users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."
- c. **Developed Intellectual Property:** With regards to any Intellectual Property specifically developed for the County by Consultant under the terms of this Agreement, Consultant hereby irrevocably and unconditionally assigns, transfers, and conveys to the County, without further consideration, all of its right, title, and interest in such Developed Intellectual Property. This transfer will take place immediately upon the creation and completion of such works without need for further documentation or action on the part of the Parties. Consultant agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed Intellectual Property.
- d. **Software Licenses:** This Agreement contains all terms and conditions relating to any and all licenses in Consultant-Provided Software and Consultant Intellectual Property. Except as explicitly set forth elsewhere in this Agreement, all licenses that Consultant grants in Consultant-Provided Software include: (a) the right of use by Third Party Consultant for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Consultant may audit the use of license entitlements.
- e. **County Intellectual Property:** Consultant acknowledges that County retains all right, title and interest in and to all County IP. Consultant will not be permitted to use any County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Consultant must cease all use of County IP and must return to the County all County IP.
- f. **Residual Knowledge:** Consultant acknowledges that nothing contained in this Agreement restricts either Party from the use of ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties' employees performing or using such Services, (b) the Party does not breach its respective obligations under Section III relating to confidentiality and non-disclosure, and (c) such use does not infringe the Intellectual Property rights of other parties who have

licensed or provided materials to the other. Except for the license rights contained in this Section VII, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

- g. **Export Laws:** Consultant will comply with all laws governing the export of intellectual property, including the Export Administration Regulations, 15 CFR 730, et seq.

VIII. Other Provisions

- a. **Processing by an AI System:** To the extent that the Software and/or Services allow for County Data to be processed by an AI System, any Input Data that is entered into the AI System by County will be considered County Data, and County will have the same right to use and display any Output Data that has been generated in response to the Input Data entered into the AI System by the County. Consultant remains the owner of all Evolution Data, but only to the extent that it can establish that the Evolution Data does not contain any Personally Identifiable Information or County Confidential Information.
- b. **INTENTIONALLY OMITTED**
- c. **Removal of Consultant Materials:** Consultant is responsible, at its own expense, for de-installation and removal of any equipment, software, or hardware, owned, licensed, or leased by Consultant, and provided to the County, to facilitate the provision of Services under this Agreement, and that is not being transferred to the County under the Agreement. Consultant shall comply with all reasonable County requests and procedures related to the deinstallation and removal , and agrees to do so in a manner that minimizes adverse impact or working disruptions to the County or its employees.
- d. **Resources Necessary for Services.** Except as set forth in this Agreement, Consultant will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. Consultant agrees that it keep all required equipment, Software, and other resources functional.
- e. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Consultant to perform the Services. Consultant is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Consultant and provide Consultant such assistance in this regard as the Consultant may reasonably request.
- f. **Updates.** Consultant must provide to the County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes and other security-related updates.

- g. **No Click-Wrap or Incorporated Terms.** The County is not bound by any content on Consultant's website, including any click-wrap, cookies consents, or other similar document.
 - h. **Resale of Equipment and Software.** If Consultant resells to the County any equipment or Software that Consultant purchases from a Third Party, Consultant, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Consultant from its warranty obligations set forth in this Agreement.
 - i. **INTENTIONALLY OMITTED**
- IX. Indemnity:** In addition to and not in derogation of any indemnification provisions in the Professional Service Agreement, Consultant shall defend, hold harmless, and indemnify the County against any third party claim, suit, or proceeding arising out of a Data Breach or Consultant's violation of any Privacy or Data Security law, including without limitation any breaches or violations committed by or through Consultant's agents, employees, representatives, licensees, invitees, or Third-Party Vendors.
- X. Limitation of Liability Exceptions:** Any limitation of liability contained in the Underlying Contract does not apply to:
 - a. any breach of the Privacy and Data security section of this Agreement;
 - b. any Data Breach concerning County Data and stemming from Consultant or its Third Party Vendor(s);
 - c. any breach of the Third-Party Vendor section of this Agreement; or
 - d. losses caused by the gross negligence or willful misconduct of Consultant.
- XI. Enforceability:** If any provision of this Agreement is deemed invalid or unenforceable, the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.
- XII. Survival:** This Data Security and Privacy Addendum shall survive for a period of ten (10) years from either (i) the expiration or termination of the Agreement, or (ii) the return and certified secure destruction of County Data.
- XIII. No Limitation.** The rights and obligations set forth in these IT and Data Special Conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



Memorandum

Date: June 26, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract Number: 2514-02061
Enterprise Mobile Telecommunications
Bureau of Technology
Vendor: Cellco Partnership d/b/a Verizon Wireless
Award Amount: \$10,000,000.00
Contract Term: October 15, 2025 – October 14, 2028 with Two (2) One (1) year renewal
Piggyback – Professional Services
Participation Goal: 0% MBE/WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/mm

CC: Jovan Johnson, (OCPO)
Doug A. Coupland, (Telecommunications)

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Contractor, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Contractor and Subcontractor obligations.

Any questions regarding this section should be directed to:

Office of the Chief Procurement Officer, Business Economic Development
Cook County
161 N. Clark Street, Suite 2300
Chicago, IL 60601
(312) 603-5502

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Verizon Wireless, LLC 1095 Avenue of the Americas New York NY 10036 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: LM Insurance Corporation	33600														
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INSURER C: Liberty Mutual Fire Ins Co	23035														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570112998447 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TB2691550588145	06/30/2025	06/30/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY			AS2-691-550588-125 AOS AS2-691-550588-135 NH - Primary TL2-691-550588-185 NH - Excess	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
C	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				06/30/2025	06/30/2026	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA569D550588095 AOS WC5691550588085 WI, MN	06/30/2025	06/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractual Liability is included in the General Liability policy. Cook County Government, its employees, elected officials, agents or representatives are included as an Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary Insurance & Non-Contributory to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against Cook County Government, its employees, elected officials, agents or representatives listed herein for recovery of damages to the extent these damages are covered by the above-referenced General Liability, Automobile Liability and Workers' Compensation policies and, as further limited by written contract between the parties.

CERTIFICATE HOLDER Cook County Government Attn: Anna Epps, MBA, NIGP-CPP, CPPB 161 N. Clark St., Suite 2300 Chicago IL 60601 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

570112998447

Certificate No :





FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

[illegible]

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 25-3238 **Version:** 1 **Name:** CELLCO dba Verizon 2025
Type: Contract (Technology) **Status:** Approved
File created: 6/25/2025 **In control:** Technology and Innovation Committee
On agenda: 7/24/2025 **Final action:** 9/18/2025
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: CELLCO PARTNERSHIP d/b/a Verizon Wireless, Basking Ridge, New Jersey

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Mobile Telecommunications

Contract Value: \$10,000,000.00

Contract period: 10/15/2025 - 10/14/2028, with two (2) one-year renewal options

Contract Utilization: The Contract specific goal set on this Contract is zero.

Potential Fiscal Year Budget Impact: FY 2025: \$555,556.00; FY 2026: \$3,333,333.00; FY 2027: \$3,333,333.00; FY 2028: \$2,777,778.00

Accounts: 11000.1490.15050.520150

Contract Number(s): 2514-02061

Concurrence:

Bureau of Technology concurs.

Summary: The Bureau of Technology is requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CELLCO PARTNERSHIP d/b/a Verizon Wireless for Mobile Telecommunications. All agencies use this contract for cell phone communication, cellular transmission of data, texting, video, and email. Also, with the advent of 5G mobile data communications has become a viable cost savings alternative to land line data channels at remote County sites. A 5G data service costs \$35.99 per month. A comparable fiber circuit of the same speed from landline carrier Costs \$300.00 per month.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. CELLCO PARTNERSHIP d/b/a Verizon Wireless was previously awarded a contract by County of Los Angeles, California, through a Request for Bid. Cook County wishes to leverage this procurement effort.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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9/18/2025	1	Board of Commissioners	approve	Pass
9/17/2025	1	Technology and Innovation Committee	recommend for approval	Pass
7/24/2025	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)**Department(s):** Bureau of Technology**Vendor:** CELLCO PARTNERSHIP d/b/a Verizon Wireless, Basking Ridge, New Jersey**Request:** Authorization for the Chief Procurement Officer to enter into and execute contract**Good(s) or Service(s):** Mobile Telecommunications**Contract Value:** \$10,000,000.00**Contract period:** 10/15/2025 - 10/14/2028, with two (2) one-year renewal options**Contract Utilization:** The Contract specific goal set on this Contract is zero.**Potential Fiscal Year Budget Impact:** FY 2025: \$555,556.00; FY 2026: \$3,333,333.00; FY 2027: \$3,333,333.00; FY 2028: \$2,777,778.00**Accounts:** 11000.1490.15050.520150**Contract Number(s):** 2514-02061**Concurrence:**

Bureau of Technology concurs.

Summary: The Bureau of Technology is requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CELLCO PARTNERSHIP d/b/a Verizon Wireless for Mobile Telecommunications. All agencies use this contract for cell phone communication, cellular transmission of data, texting, video, and email. Also, with the advent of 5G mobile data communications has become a viable cost savings alternative to land line data channels at remote County sites. A 5G data service costs \$35.99 per month. A comparable fiber circuit of the same speed from landline carrier Costs \$300.00 per month.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. CELLCO PARTNERSHIP d/b/a Verizon Wireless was previously awarded a contract by County of Los Angeles, California, through a Request for Bid. Cook County wishes to leverage this procurement effort.

EXHIBIT 7

Identification of Subcontractors/Suppliers/Subconsultants

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2514-02061	Date: June 26, 2025
Total Bid or Proposal Amount: \$10,000,000.00	Contract Title: Mobile Telecommunications
Contractor: Cellco Partnership d/b/a Verizon Wireless	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor: Pamela Zuiker (Sales)	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): pamela.zuiker@verizonwireless.com	Email Address (Subcontractor):
Company Address (Contractor): One Verizon Way	Company Address (Subcontractor):
City, State and Zip (Contractor): Basking Ridge, NJ 07920	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): Phone: 630-726-7261	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): October 15, 2025 - October 14, 2028	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A. Please see comment below.	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Cellco Partnership d/b/a Verizon Wireless
 Contractor
 Todd Loccisano
 Name
 VP - Contract Management
 Title

 Prime Contractor Signature
 Date 06/26/2025

***Verizon Wireless has not identified subcontracting opportunities and will directly provide all goods and services at this time. Verizon Wireless will provide best efforts to ensure diverse suppliers and small businesses have the maximum opportunity to compete for subcontracting work as those opportunities become available. Verizon Wireless is committed to integrating diverse suppliers into our supply chain, and we believe including diverse and small businesses in our procurement process enables us to provide the most innovative, highest quality products and services to the diverse communities we serve. Verizon has the capability to provide reports that document our spending with diverse suppliers. Over the past 10 years, we have spent more than \$54 billion with diverse suppliers.**

EXHIBIT 8

Electronic Payables Program (“E-Payables”)

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 161 N. Clark Street, Suite 1900, Chicago, IL 60601.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit 9

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None to the best of our knowledge	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☒

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 18-34-402-005-0000;8888 W. 87th St. Chicago, IL

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Cellco Partnership

D/B/A: Verizon Wireless

FEIN # Only: 22-3372889

Street Address: One Verizon Way

City: Basking Ridge

State: NJ

Zip Code: 07920

Phone No.: 630-726-7261 (Sales)

Fax Number: _____

Email: pamela.zuiker@verizonwireless.com

Cook County Business Registration Number: *Please see note below

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

***Note:** Cellco Partnership and/or its affiliates doing business as Verizon Wireless are registered to do business in the State of Illinois. General Partnership (Cellco Partnership) are not required to register to do business at the state level, but are required to register as a d/b/a at the county level. Copies of county registration documents can be provided to the County upon request.

Registered Agent (same for Cellco Partnership and its affiliates)
208 South La Salle Street, Suite 814
Chicago, IL 60604 (Cook County)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

Please refer to the attached Disclosure Statement

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

N/A

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☐] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Please refer to the attached Disclosure Statement

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

Please refer to the attached Disclosure Statement

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Todd Loccisano

Vice President - Contract Management

Name of Authorized Applicant/Holder Representative (please print or type)

Title

06/11/2025


Todd Loccisano (Jun 11, 2025 15:48 EDT)

Signature

Date

630-726-7261 (sales)

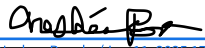
pamela.zuiker@verizonwireless.com

Phone Number

E-mail address

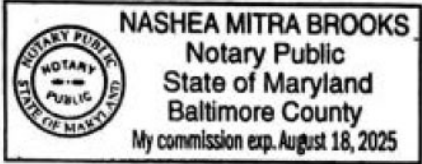
Subscribed to and sworn before me
this 11th day of June, 2025.

My commission expires:

X 
Nashea Brooks (Jun 11, 2025 17:41 EDT)

Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Cellco Partnership d/b/a Verizon Wireless

Address of Person Doing Business with the County: One Verizon Way, Basking Ridge, NJ 07920

Phone number of Person Doing Business with the County: 630-726-7261 (Sales)

Email address of Person Doing Business with the County: pamela.zuiker@verizonwireless.com (Sales)

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Robert Hall, Senior Manager - Contract Management

Phone: 202-309-1091 Email: robert.hall@verizonwireless.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract #: 2514-02061

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 10,000,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Jovan Johnson, Lead Contract Negotiator, OCPO, Jovan.Johnson@cookcountyll.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Doug Coupland, Director of Telecommunications, BOT, douga.coupland@cookcountyll.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

***Although Verizon Wireless' Code of Conduct requires our employees to disclose actual and potential conflicts of interest, Verizon Wireless relies on its employees to disclose such information. Verizon Wireless will make best efforts to disclose actual or apparent conflicts of interest reported by its employees.**

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

 _____ Signature of Recipient	06/11/2025 _____ Date
--	-----------------------------

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2514-02061

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Cellco Partnership d/b/a Verizon Wireless

Substantial Owner Complete Name: _____

FEIN# 22-3372889

E-mail address: _____

Street Address: One Verizon Way

City: Basking Ridge State: NJ Zip: 07920

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	<i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,</i>	YES or NO
No	<i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,</i>	YES or NO
No	<i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,</i>	YES or NO
No	<i>Employee Classification Act, 820 ILCS 185/1 et seq.,</i>	YES or NO
No	<i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,</i>	YES or NO
No	<i>Any comparable state statute or regulation of any state, which governs the payment of wages</i>	YES or NO

If the Person/Substantial Owner answered "**Yes**" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered “Yes” to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Todd Loccisano (Jun 11, 2025 15:48 EDT) Date: 6/11/2025

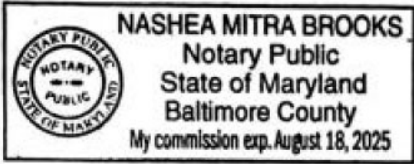
Name of Person signing (Print): Todd Loccisano Title: VP-Contract Mgt

Subscribed and sworn to before me this 11th day of June, 2025

X Nashea Brooks (Jun 11, 2025 17:15 EDT)
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.

Notary Seal



SECTION 5**CONTRACT AND EDS EXECUTION PAGE**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

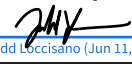
Execution by Corporation

Corporation's Name	President's Printed Name and Signature
Telephone	Email
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

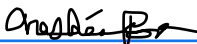
Cellco Partnership d/b/a Verizon Wireless	 Todd Loccisano (Jun 11, 2025 15:48 EDT)	Todd Loccisano - VP Contract Management
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature	
06/11/2025	630-726-7261 pamela.zuiker@verizonwireless.com	
Date	Telephone and Email	

Execution by Sole Proprietorship

Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this

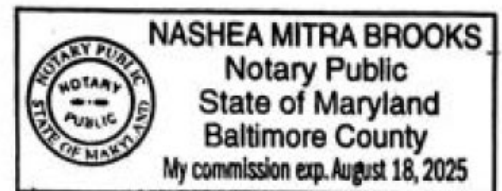
June _____ day of 11th, 20 25.


Nashea Brooks (Jun 11, 2025 17:41 EDT)

Notary Public Signature

My commission expires:

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

DISCLOSURE STATEMENT

Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920

Cellco Partnership d/b/a Verizon Wireless (“Cellco”) is a general partnership formed under the laws of the State of Delaware. Cellco has three partners in total and is indirectly, wholly owned by Verizon Communications Inc. (“Verizon”). Verizon, a publicly traded company, has its principal place of business at 1095 Avenue of the Americas, New York, New York.

Bell Atlantic Mobile Systems LLC, One Verizon Way, Basking Ridge, NJ 07920-1097

- a Delaware limited liability company with its principal place of business in New Jersey
- whose sole member is MCI Communications Services LLC, a Delaware limited liability company with its principal place of business in New Jersey

GTE Wireless LLC, One Verizon Way, Basking Ridge, NJ 07920-1097

- a Delaware limited liability company with its principal place of business in New Jersey
- whose sole member is Verizon Communications Inc.

Verizon Americas LLC, One Verizon Way, Basking Ridge, NJ 07920-1097

- a Delaware limited liability company with its principal place of business in New Jersey
- whose sole member is Verizon Communications Inc.

Attachment A

Verizon Business Network Services LLC
Service Attachment

1. Applicability

This Exhibit XX shall apply only to Verizon's provision of the Wireline services described in this Exhibit.

2. SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service. Services (including features and options) may be subject to availability limitations.
- 1.2 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors. Customer will provide notice to Verizon if it does not want to use the NSS Process.

3. CHARGES, PAYMENT, TAXES, AND PURCHASE COMMITMENTS

- 2.1 **Charges.** Customer shall pay the applicable Charges for Services as specified in the Agreement. Unless otherwise expressly set out in the Agreement, Verizon may change its Charges as follows: (a) for voice Services, upon seven days' notice to Customer; and (b) for all other Services upon 30 days' notice to Customer to take effect, (i) immediately for Services with no Purchase Commitment, or (ii) for Services with a Purchase Commitment at any time after the expiration of the Volume Commitment Period and/or Service Commitment (as applicable).
- 2.2 **Online Charges.** If the Agreement incorporates online Charges, those Charges may be supplemented by the Charges for new Service options as they become available, such as faster speeds and advanced features. Any such new Charges will be clearly distinguished from existing Charges, which will not be affected. Customer may order such new Service options at the referenced Charges, subject to applicable terms. If the Agreement does not already contain the appropriate terms, an amendment may be needed.
- 2.3 **Activation.** Customer is deemed to have accepted Services on the Activation Date. Charges are accrued and invoiced as follows: (a) Recurring Charges accrue from the Activation Date and are invoiced in advance; (b) usage based Charges accrue from the Activation Date and are invoiced in arrears; (c) NRCs accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Third Party Charges are invoiced in accordance with the Order or Service Attachment. For Charges invoiced more than six months after the date a Charge accrues Customer may obtain a credit on request (except in cases involving fraud or Third Party Charges).
- 2.4 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services, Verizon may deem a date to be the Activation Date (whether the Services are ready for use or not) by notice to Customer and Charges will accrue in accordance with the clause entitled Activation; or (b) requests a delay; then in either case Customer shall be liable for any third party costs incurred by Verizon relating to the affected Services at a Customer Site during the period of delay.
- 2.5 **Payment.** Customer shall pay Verizon invoices within 30 days of the relevant invoice date in accordance with the remittance instructions on the invoice.

- 2.6 **Financial Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Financial Security or increase existing Financial Security. Customer must comply with any such request.
- 2.7 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid Charges. If a Disputed Amount is found to be owed, any withheld amount must be paid within five days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.
- 2.8 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due, and will accrue interest from the Due Date until payment at the rate of (a) 1.5% per month (compounded monthly) or (b) the maximum amount allowed where that rate is not permitted by applicable law or regulation. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, Taxes, and Purchase Commitments.
- 2.9 **Taxes.** All Charges are exclusive of Taxes. Customer shall pay any Taxes that apply to Charges. Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.
- 2.10 **Purchase Commitments**
- 2.10.1 **Volume Commitments**
- 2.10.1.1 **Volume Commitment Obligations.** Where a Volume Commitment applies, Customer shall pay Verizon the amount of Eligible Charges required to meet the relevant Volume Commitment within the applicable measurement period. If, at the end of any Contract Year or Volume Commitment Period (as applicable), the Eligible Charges Customer has paid are less than the Volume Commitment, then Customer shall pay an Underutilization Charge equal to 75% of the shortfall (or other percentage detailed elsewhere in the Agreement).
- 2.10.1.2 **Responsible Party.** The Customer entity that is the Party to the USSA (not a Participating Entity) remains responsible in all respects for any failure to meet any Volume Commitment.

- 2.10.2 **Service Commitment Period.** For Optimized Services, no Service Commitment applies unless it is stated in the Agreement. For non-Optimized Services, a minimum one year Service Commitment applies unless otherwise stated in the Agreement. For all Services, any Service Commitment stated in an Order will take precedence over conflicting information elsewhere in the Agreement.
- 2.10.3 **Purchase Commitment Expiration.** Upon expiration of a Volume Commitment Period and/or Service Commitment (as applicable), the associated Service automatically continues until either Party terminates it under the terms of the Agreement.
- 2.10.4 **Extended Service Commitment.** Any Service Commitment agreed upon after November 2, 2022, for a service listed at this www.verizon.com/business/service_guide/reg/auto-renewal-services.pdf (which services may change from time to time), under an Agreement where all Services are priced at the time of Order and no Volume Commitment exists, **will automatically renew upon its expiration for a one-year period** (each year), unless Customer gives notice to Verizon of its intent not to auto-renew it at least 30 days prior to the expiration of the Service Commitment. That notice must be given by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time; no other form of notice meets this requirement. If Customer opts out of the auto-renewal, upon expiration of the Service Commitment, Customer's recurring Charges for each affected Service automatically will increase by 10% 30 days following the expiration of the Service Commitment. This provision does not apply to any customer receiving E-rate funding under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company.

4. **TERM, TERMINATION AND CONSEQUENCES OF TERMINATION**

- 3.1 **Term.** The Agreement will remain in force and the Services under it will continue to be provided unless and until terminated by either Party in accordance with the Agreement.
- 3.1.1 **Extended Term.** For standalone Agreements for Optimized Services with a Volume Commitment, upon expiration of a Volume Commitment Period, the Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.

3.2 **Customer Termination for Convenience**

- 3.2.1 **Termination Notice.** Unless otherwise specified in the Agreement and subject to the clauses entitled Consequences of Termination, Verizon Enterprise Center (VEC) Termination Requirement and Notices, Customer may terminate the Agreement or Services at any time for Convenience as follows:

- (a) for Services, upon providing to Verizon no less than: (i) 30 days' notice for Services provided solely to locations in the U.S.; and (ii) 60 days' notice for all other Services; or
- (b) for the Agreement, upon providing to Verizon no less than 60 days' notice.

3.2.2 **Date of Termination.** Termination for Convenience takes effect on: (a) the end of the period of notice; or (b) if Customer specifies a later date, the day that Verizon actually disconnects a Service (or in the case of termination of the Agreement, the day Verizon disconnects the last Service).

3.2.3 **Verizon Enterprise Center (VEC) Termination Requirement.** Customer may only terminate Services for Convenience by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) has no effect, even if actually received by Verizon.

3.2.4 **Moves and Changes.** Moving or changing (i.e., upgrading or downgrading) an existing Service is deemed to be a Termination for Convenience of that Service by Customer. Customer is responsible for terminating the existing Service affected by the move or change. Customer may arrange with Verizon (in writing) to coordinate the move or change.

3.3 **Verizon Termination for Convenience.** Verizon may terminate a Service or the Agreement for Convenience on 60 days' notice to Customer provided all applicable Volume Commitment Periods and/or Service Commitments have expired. Verizon may also terminate a Service as specified in a Service Attachment.

3.4 **Termination for Cause or Insolvency**

3.4.1 **Cause.** Either Party may terminate for Cause immediately, by notice: (a) the Agreement where the Cause has application to all Services then provided under the Agreement; or (b) the affected Services.

3.4.2 **Insolvency.** Either Party may immediately terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.5 **Consequences of Termination**

3.5.1 **Consequences of Termination for Convenience.** If the Agreement or a Service is terminated by Customer for Convenience, then Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (a) all accrued but unpaid Charges incurred up to and including the date of such termination; (b) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (c) any applicable Early Termination Charges.

3.5.2 **Consequences of Termination for Cause or Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction,

the amounts set out in the clause entitled Consequences of Termination for Convenience. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation.

3.5.3 Early Termination Charges

3.5.3.1 **Service Commitment.** If Services subject to a Service Commitment are terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, on or after the:

- (a) Commencement Date but before the Activation Date, Customer shall pay cancellation Charges (if any) specified in the Service Attachment together with any third party termination charges related to such termination as notified by Verizon; or
- (b) Activation Date but prior to the expiration of the Service Commitment, Customer shall pay an Early Termination Charge equal to 75% (or other percentage detailed elsewhere in the Agreement) of the Recurring Charges that would have been payable for those Services for the remaining unexpired part of the Service Commitment.

3.5.3.2 **Early Termination Charges for Moves, Changes.** For qualified moves and changes to Optimized Services, the Early Termination Charge described in part (b) of the clause entitled Service Commitment will be reduced by the Recurring Charges for the replacement Optimized Service in the new Service Commitment. To qualify, Customer must identify the Optimized Service that is to be terminated in connection with a move or change at the same time the replacement Optimized Service is ordered, with related coordinated implementation.

3.5.3.3 **Volume Commitment.** If the Agreement contains a Volume Commitment and is terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, Customer shall pay an Early Termination Charge equal to: (a) the percentage detailed in the Agreement of the shortfall in any Volume Commitment(s) in the Contract Year of termination; and (b) the percentage detailed in the Agreement of the aggregate of the remaining applicable Volume Commitments.

5. **SERVICE SUSPENSION.** Verizon may suspend one or more Services (or a part thereof) if: (a) Customer fails to pay any past due amounts for Services within 10 days after Customer receives notice of such non-payment; or (b) necessary to: (i) prevent or mitigate fraud, (ii) protect persons or property or protect the integrity or normal operation of Verizon Facilities, (iii) comply with law or regulation, or (iv) undertake Emergency Works; or (c) Verizon has reasonable grounds to consider that use of the Services violates the AUP. Verizon will give to Customer reasonable notice of the suspension where practicable, except in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer shall pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

6. **AVAILABILITY OF SERVICES.** If Verizon cannot fulfill an Order (after the Commencement Date) for reasons other than Force Majeure Event, after making commercially reasonable efforts to fulfill such Order, Verizon will notify Customer as soon as possible and where available, Verizon will advise Customer of any alternative Service offerings. In any event Verizon will have no further obligation to provide the Service under that Order.
7. **SERVICE LEVEL AGREEMENT (SLA).** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without termination liability (except for payment of all Charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days' notice of termination during the 30 days following the posting or notice of such amendment, as applicable. Customer is not entitled to terminate if, within 30 days of receipt of Customer's notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claims with respect to Services to which the SLA relates. Verizon records and data are the basis for all SLA calculations and determinations.
8. **EVOLUTION OF SERVICES.** The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part. Accordingly, Verizon may terminate Services without liability upon not less than six months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its customers). Verizon may cease to offer new instances of a Service in whole or in part at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.
9. **LIABILITY**
- 8.1 **Liability - Limitations.** Subject to the clauses entitled Liability - Exclusions and Liability - Inclusions:
- 8.1.1 **Aggregate Liability.** The aggregate liability of either: (a) Customer, its Affiliates and Participating Entities; or (b) Verizon and its Affiliates, to the others collectively for any and all Events in an Annual Period is limited to an amount equal to 12 times the Average Monthly Charges. For the purpose of this clause and calculation, where: (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) an Event is a series of connected Events, such will be deemed to have occurred in the Annual Period in which the first Event occurred.
- 8.1.2 **CPE Liability.** To the extent that Verizon sells CPE to Customer that is not managed by Verizon, the entire liability of Verizon and its Affiliates for all and any Events arising from that CPE is limited to the Charges for the specific CPE giving rise to the particular Event.
- 8.1.3 **Independent Operation.** The clause entitled CPE Liability operates independently to and to the exclusion of the aggregate liability limitation detailed in the clause entitled Aggregate Liability.
- 8.2 **Liability - Exclusions.** Subject to the clause entitled Liability - Inclusions below, neither: (a) Customer, Customer Affiliates and Participating Entities; nor (b) Verizon and Verizon

Affiliates, will be liable to the others for any indirect and/or consequential loss and, whether direct or indirect, for any: (i) loss of revenue and/or profit; (ii) loss of savings, including anticipated savings; (iii) loss of contract, sales and/or business; (iv) loss or corruption of data (except that arising following a breach of the Clause entitled Personal Data); (v) loss of goodwill and/or damage to reputation; (vi) wasted expenditure; and (vi) special, incidental, exemplary and/or punitive damages.

- 8.3 **Liability - Inclusions.** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached: (a) any liability relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a Party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law; (d) any liability of Customer and Participating Entity in respect of non-payment, including any claim for interest.
- 8.4 **Warranty/Disclaimer.** Except as expressly set out in the Agreement, all warranties, representations, or agreements, with respect to the provision of Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law and regulation. All other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose are excluded, to the extent permitted by law and regulation. Verizon does not warrant that any network, computer systems, and Services are fully secure. Verizon does not warrant that use of any of the Services will be uninterrupted or error-free or that Verizon will correct all defects or prevent third party disruptions or unauthorized third party access to the Services.

10. PERSONAL DATA AND CONFIDENTIALITY

- 9.1 **Personal Data.** Verizon will implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, or unauthorized disclosure or access. Additionally, for Services that require Verizon to collect or process Personal Data, the following URLs apply to such collection and processing and are deemed incorporated into the Agreement:
- (a) where GDPR Regulation (EU) 2016/679 and other non-US privacy laws or regulations apply:
www.verizon.com/business/service_guide/reg/regulated_customer_data.pdf, and
 - (b) where US state-specific privacy laws or regulations apply:
www.verizon.com/business/service_guide/reg/state.htm.
- 9.2 **Confidentiality.** Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement: (a) use the other Party's Confidential Information only for purposes of the Agreement; (b) not disclose it to third parties except as provided below; and (c) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. Verizon also may share Confidential

Information among Verizon Affiliates, and with other third parties subject to nondisclosure protection, solely to offer current and future Verizon products and services. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed provided however that a Party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to be subject to requirements of confidentiality set out in this clause entitled Confidentiality.

11. CUSTOMER OBLIGATIONS

- 10.1 **Physical Access to Customer Site.** Where Verizon or its Third Party providers require access to a Customer Site, Customer will grant or will procure the grant to Verizon or its Third Party provider such access including all licenses, waivers and consents as necessary to install, construct, or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to install, replace, operate, and maintain Service Equipment at the Customer Site. Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 10.2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations or exercise its rights under the Agreement or an Order, including with respect to Verizon's implementation of new processes or systems.
- 10.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it will: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Services, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

12. **SOFTWARE AND DOCUMENTATION.** Software not otherwise subject to a separate agreement or license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of applicable fees, Customer is granted a License. Customer may not use, offer or license the Software to provide Services or substantially the same Services to any third party (except Affiliates), whether on a stand-alone basis or in combination with any other software or materials. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of the clause entitled Confidentiality. Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any Agreement or Order between Verizon and Customer pertaining to the Software, (ii) termination of the Services with which the Software is intended for use, or (iii) failure of Customer to comply with any provisions of this clause entitled Software and Documentation. Upon termination of any License, at Customer's option, Customer will promptly either: (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.
13. **USE OF SUBCONTRACTORS/AFFILIATES.** Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors in connection with the performance of its obligations.
14. **RESALE OF SERVICES.** Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party unless explicitly detailed otherwise in the Agreement. The application of this clause is subject to applicable law and regulation.
15. **ACCEPTABLE USE POLICY (AUP).** Use of Verizon IP Services must comply with the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP will apply). The applicable AUP is available at the following URL: www.verizon.com/business/terms/ or other URL designated by Verizon. Customer will ensure that each user of the Services complies with the AUP.
16. **IP ADDRESSES.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Services for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.
17. **CONTENT DISCLAIMER.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent

particular Services explicitly state otherwise). Customer is solely responsible for selecting and using the level of security protection needed for Content, including without limitation Customer Data, individual health and financial Content.

18. GENERAL

- 17.1 **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. For example, transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law and regulatory requirements. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations.
- 17.2 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of New York, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Southern District of New York or state courts within the City of New York, as applicable.
- 17.3 **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York before a single arbitrator unless the parties agree to additional arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under the Agreement must be pursued on an individual basis. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Agreement on a class basis. Notwithstanding the Governing Law provision, the Federal Arbitration Act shall apply to any arbitration under this Agreement.
- 17.4 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available, delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site. In the Philippines, delivery of Service Equipment will be Free Carrier (FCA) (Customer designated port). For avoidance of doubt, in all cases for import into the Philippines, Customer will act as the importer of record or otherwise cause the Service Equipment to be imported.
- 17.5 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.
- 17.6 **Assignment.** Either Party may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that

includes this Agreement without the other Party's consent, provided in the case of Customer, the assignee is an entity of the same country as the Verizon entity contracting and invoicing for the affected Services and meets Verizon's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed).

- 17.7 **Notices.** Except as otherwise stated in the Agreement, all notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified below and for Customer, as specified, or if no such address is specified, the registered address of Customer. Notice may be transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt or, for Verizon only, via invoice message. Notice sent in accordance with this clause is effective when received, except for email notice, which is effective the Business Day after being sent.

Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Basking Ridge Mail Hub One Verizon Way Basking Ridge, NJ 07920 Attn: Legal Intake
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- 17.8 **Relationship of the Parties.** Verizon is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations.
- 17.9 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are intended by their nature to survive expiration or termination (including, without limitation, Liability and Personal Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).
- 17.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.
- 17.11 **Force Majeure.** Any failure by a Party to perform an obligation (other than a failure to make payment) under the Agreement that is the result of a Force Majeure Event is not a breach of the Agreement. A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. The time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligation(s) with respect to a Service for 30 days, either Party may in its sole discretion immediately terminate such Service with notice to the other Party; provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with comparable Service(s). Upon such

termination, Verizon is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and Verizon will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.

- 17.12 **Counterparts and eSign.** Where a signature is required, an Order or the USSA may be executed in one or more counterparts, each of which is deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or the USSA may be executed by eSign if available.
- 17.13 **Order of Precedence.** In the case of any inconsistency, the USSA takes precedence over Orders. Within the USSA, the order of precedence (in descending priority) is: Master Terms, Service Attachments and Pricing. Within each of those parts of the Agreement, those terms set out directly into the document to which Customer is a Party take precedence over any online terms.
- 17.14 **Changes to Online Terms.** Verizon may change the online Master Terms and Service Terms from time to time, effective upon 15 days posting or other notice. By continuing to use Service(s) after a change becomes effective, Customer agrees to be bound by the changed terms, which apply to new and previously-ordered Services. It is Customer's responsibility to check the online Master Terms and Service Terms regularly for changes.
- 17.15 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.
19. **CPNI Consent for Marketing.** Verizon wants to offer Customer customized solutions to support Customer's business needs. To facilitate this, Customer consents to the use and sharing of CPNI (Customer Proprietary Network Information) within the Verizon family of Affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer's subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com and consent remains valid until updated by Customer.
20. **PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVES.**
- 19.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or the USSA.
- 19.2 **Provision of CPNI Information.** Provided that Customer is served by at least one

dedicated Verizon representative under the USSA (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

- 19.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.
- 19.4 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 19.5 **Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
 - (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable).
- 19.6 **CPNI Authorizers.** At all times that the Agreement is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under the USSA as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.
21. **DEFINITIONS.** Capitalized terms contained in the Agreement are defined as follows:
- "+" after a Service name indicates the Service is an Optimized Service.

"Acceptance Date" as used in any Order or Service Attachment, means Activation Date.

“Activation Date” means: (a) with respect to Internet, data and on-network voice Services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice Services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of: (i) the date identified in the relevant Service Attachment or Order, (ii) the date that Verizon informs Customer that Services are ready for use, (iii) the date Customer first uses Services or (iv) for CPE deployment services under the CPE Service Attachment, the date on which the deployment acceptance process and Customer signature requirements specified therein are completed; and (d) in the case of existing Services that are renewed, the date that is stated on the Order.

“Affiliate” means any entity or person controlled by, controlling, or under common control with Verizon or Customer, as applicable.

“Agreement” means the USSA together with all Orders entered into pursuant thereto.

“Annual Period” means the 12 month period beginning on the Commencement Date of the USSA, and each anniversary thereafter.

“Annual Volume Commitment” or “AVC” means the total Eligible Charges which Customer must pay during each Contract Year of the Volume Commitment Period.

“AUP” means the applicable Verizon Acceptable Use Policy.

“Average Monthly Charges” means all Charges (save for any Charges relating to the sale of CPE) which: (a) have been invoiced; and (b) will be invoiced during the relevant Annual Period to Customer and its Participating Entities under the Agreement and calculated as a monthly average across the Annual Period.

“Business Day” means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site.

“Cause” means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which: (a) is incapable of remedy; or (b) if capable of remedy, remains uncured for 30 days from written notice of such breach; or (c) in the case of Customer’s failure to pay any past due amount, 10 days from notice of such failure.

“Charges” means all amounts owed by Customer relating to the provision of Services as set out in the Agreement, and including Underutilization Charges and Early Termination Charges.

“Commencement Date” means: (a) for the USSA, the date on which both Parties agree to be bound by (whether by execution or some other method) the USSA; (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order or Verizon commences performance, whichever is the earlier; and (c) for a NSS the date that the Order is acknowledged by Verizon email to Customer.

“Confidential Information” means information (in whatever form): (a) designated as confidential; (b) relating to the Agreement including the existence of the Agreement itself; (c) relating to the Party’s business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party

(including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of the clause entitled Confidentiality, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information.

“Content” means anything that can be accessed, received, transmitted, stored, processed or used (whether actively or passively) including any form of information, audio, image, computer program or other functionality.

“Contract” has the same meaning as an effective and binding Order.

“Contract Year” means the 12 month period beginning from the first day of the Volume Commitment Period and each anniversary thereafter, or as set forth in the Agreement.

“Convenience” means the right of a Party to terminate a Service or the Agreement (as relevant) as detailed in the clauses entitled Customer Termination for Convenience and Verizon Termination for Convenience.

“CPE Services” means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.

“Customer” means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as the context requires.

“Customer Data” means data of Customer or its end users that Verizon receives, stores and processes by virtue of providing Services. A reference to Customer Data will include Personal Data where applicable.

“Customer Equipment” means any equipment, systems, software, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site. Ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.

“Customer Premises Equipment” or “CPE” means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order.

“Customer Site” means the location specified by Customer at which Services are to be provided.

“Disputed Amount” means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

“Due Date” means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement.

“eSign” means the process designated by Verizon which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature.

“Early Termination Charges” means the charges calculated in accordance with the clause entitled Early Termination Charges.

“Eligible Charges” means all Charges, after application of all discounts and credits, incurred by Customer and its Participating Entities, specifically excluding: (a) Taxes; (b) Charges for CPE and CPE Services; (c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services; (d) non-recurring charges; (e) Governmental Charges.

“Emergency Works” mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by the Verizon Facilities; (c) substantial loss to Verizon or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.

“Event” means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract, warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise. One or more Events that are connected are deemed to be the same Event. An Event that occurs: (a) preceding the execution of these Master Terms, shall be deemed to have occurred during the first Annual Period; and (b) subsequent to the termination or earlier cessation of the Agreement, shall be deemed to have occurred during the final Annual Period in which the Agreement remained in force.

“Financial Security” means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee, or any combination of these.

“Force Majeure Event” means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, sanctions, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, epidemics, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

“Governmental Charges” means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges and payphone use charges, or any successor of any such charges.

An “Insolvency Event” occurs when a Party: (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) passes a resolution for its voluntary dissolution or liquidation; (d) has a receiver or manager appointed over all, or substantially all, of its assets; (e) makes an assignment for the benefit of all, or substantially all, of its creditors; (f) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations; (g) becomes incapable of paying its undisputed

debts when due; or (h) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

“License” means a personal, non-exclusive, non-transferable, non-sublicensable license to use Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment.

“Master Terms” means the terms and conditions set out in this document including any Addendum or Exhibit explicitly modifying the Master Terms. The Master Terms may also be referred to as the online Master Terms.

“MRC” means Recurring Charges that are invoiced monthly.

“Normal Business Hours” or “Normal Working Hours” or “Business Hours” means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.

“NRC” means non-Recurring Charges (one-time Charges).

“NSS” stands for No Sign SOF which is an Order accepted by Verizon via the NSS Process.

“NSS Process” means the process by which Verizon acknowledges and accepts an Order without requiring a Customer signature

“Optimized Service” means any Service, Software and CPE (including any CPE Services) optimized for Verizon's automation platform, which is indicated by ‘+’ after the Service name (e.g., ‘Private IP +’). The ‘+’ is not a part of the Service name.

“Order” means a Customer request for one or more Services or a move, add or change to an existing Service, that is delivered by Customer to Verizon and effective and binding upon the Commencement Date.

“Participating Entity” means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) the USSA under Verizon's processes to contract for Services via an Order in Participating Entity's own name subject to the terms of the Agreement.

“Party” means the particular Verizon or Customer entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as applicable and “Parties” will be construed accordingly.

“Personal Data” means data the use, processing or transfer of which is regulated by law or regulation applicable to Verizon as personal data/personally identifiable information.

“Privacy Policy” means the applicable Verizon Privacy Policy set out at <http://www.verizon.com/about/privacy/>

“Purchase Commitment” means a Service Commitment or a Volume Commitment. A Service may be subject to both a Service Commitment and a Volume Commitment if specified in the USSA or Order.

“Recurring Charges” means Charges for Services that are invoiced at regular intervals such as monthly or annually.

“Services” means the specific services, and CPE (including any CPE Services) provided under the Agreement and may include Third Party services.

“Service Activation Date” means the same as Activation Date.

“Service Attachment” means an online or H document containing the terms for one or more Services. A Service Attachment may also be referred to as an Online Service Attachment, an Attachment or Service Terms.

“Service Commitment” is effective on the Commencement Date and means the period of time after the Activation Date for which Customer is committed to pay for a particular Service, if any, as set out in the Agreement.

“Service Equipment” means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

“Service Order”, “Service Order Form”, or “SOF” is a type of written Order.

“Software” means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

“Subminimum Volume Commitment” means a Service-specific commitment to pay an agreed amount of Eligible Charges in each Contract Year.

“Tariff” means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

“Tax” and “Taxes” means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.

“Third Party” means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

“Tiered Volume Commitment” means the total Eligible Charges Customer must pay during each Contract Year of the Volume Commitment Period, which amount may vary from Contract Year to Contract Year.

“Total Volume Commitment” or “TVC” means the total Eligible Charges which Customer must pay during the Volume Commitment Period to which Customer has committed under the Agreement.

“Underutilization Charge” means an amount owed by Customer if Customer’s Eligible Charges do not reach the Volume Commitment in any Contract Year and/or by the end of the Volume Commitment Period, as applicable.

“United States” or “U.S.” means the 50 states, the District of Columbia, and the U.S. Territories.

“U.S. Service Agreement” or “USSA” means the agreement entered into by Verizon and Customer excluding Orders but including applicable Definitions. The USSA sets out the terms that Customer and Verizon agree will apply to all Orders under it. The USSA may be referred to by another title such as the Master Service Order Form to the U.S. Service Agreement.

“U.S. Services” means Services provided pursuant to an Order where the Verizon entity that executes the Order is legally organized in the U.S.

“U.S. Territories” means Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and America Samoa.

“Verizon” means the Verizon entity that is the contracting party to the USSA or an Order as the context requires (including by way of a permitted assignment). For a standard contract not actually signed by Verizon, the relevant U.S. Verizon entity is identified either in the Service Attachment, or if not, in the rules at www.verizon.com/business/service_guide/reg/g_service_provider_list.htm.

“Verizon Facilities” or “Network” means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment.

“Volume Commitment” means the agreed upon Customer commitment to purchase, and may be described as an Annual Volume Commitment, Total Volume Commitment, Tiered Volume Commitment, or Subminimum Volume Commitment.

“Volume Commitment Period” means the period of time that applies to the Volume Commitment beginning on the first day of the first full month following the Commencement Date (except as explicitly modified elsewhere in the Agreement).



Exhibit 1 to Attachment A
Verizon Business Network Services LLC
Statement of Work

PRICING

(Quote ID : 218111641 version: 0)

1. **CHANGES TO COMMITMENTS.** Customer agrees to the following pricing terms.

Volume Commitments	
Annual Volume Commitment (USD)	24,000
Volume Commitment Period (months)	60
Underutilization Charge %	75
Early Termination Charge %	75

- 1.1 The new Volume Commitment replaces the former Volume Commitment and the Volume Commitment Period starts anew as of the first day of the first full month following the full execution of this amendment.

PRICEBOOK PRICING

On-line pricing is fixed for the commitment period, unless otherwise stated.

PRICEBOOK TERMS:

1. **OPTIMIZED SERVICES.** For new orders, Customers will receive charges and/or discounts set forth below as of the Service Activation Date. For existing Services, in lieu of all other pricing Customers will receive the charges and/or discounts as of the first day of the first full month's billing cycle following the full execution of this amendment. Any fixed charges are not eligible for discounts, except in the case where for a line item: (1) the charge type is "Usage"; and (2) a discount is listed for that particular line item.

CHANGES TO EXISTING SERVICE(S)

1. **PRIVATE IP + (OPTIMIZED)**

- 1.1 **Changes to Standard Service Charges**

Standard Charges
Standard Charges as of 10-Jun-2025 are at the following URL: https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_PIP_SVC&curr=USD&date=06102025&scenarioid=795883842 Order details for services with pre-negotiated charges are shown in the Service Order Form.



2. PRIVATE IP GATEWAYS + (OPTIMIZED)

2.1 Changes to Standard Service Charges

Standard Charges

Standard Charges as of 10-Jun-2025 are at the following URL:

https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_PIP_GAT&curr=USD&date=06102025&scenarioid=795883842

Order details for services with pre-negotiated charges are shown in the Service Order Form.

3. WAN ANALYSIS REPORTING + (OPTIMIZED)

3.1 Changes to Standard Service Charges

Standard Charges

Standard Charges as of 10-Jun-2025 are at the following URL:

https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_WAN_ANA_RPT&curr=USD&date=06102025&scenarioid=795883842

Order details for services with pre-negotiated charges are shown in the Service Order Form.

NEW SERVICE(S)

1. ACCESS + (OPTIMIZED)

1.1 Service Charges

Charges

Order-based pricing is provided in the Service Order Form.

SERVICE ORDER FORM (OPTIMIZED SERVICES)

Quote ID	218111641
Quote Version #	0
Order Section #	2170130

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
52378387C	8888 W 87TH ST, HICKORY HILLS, IL 60457-1075, United States	MCI Communications Services LLC d/b/a Verizon Business Services	USD	0.00	0.00



Location ID	Location Address	Service Provided by	Currency	MRC	NRC
52378457C - Chicago	69 W WASHINGTON ST, CHICAGO, IL 60602-3134, United States	MCI Communications Services LLC d/b/a Verizon Business Services	USD	3,645.40	0.00
52378511C	1330 S 54TH AVE, CICERO, IL 60804-1204, United States	MCI Communications Services LLC d/b/a Verizon Business Services	USD	3,723.18	0.00
68175843C	131 INDUSTRIAL PKWY, SOMERVILLE, NJ 08876- 3451, United States	MCI Communications Services LLC d/b/a Verizon Business Services	USD	0.00	0.00
Total excluding taxes, Verizon surcharges and fees			USD	7,368.58	0.00

Service Order Details: All Services provided by MCI Communications Services LLC d/b/a Verizon Business Services unless otherwise specified. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer. Charges are established below and in your contract, for services with pre-negotiated charges as noted by ^.

1. **Service Delivered to:**

Location ID: 52378387C

8888 W 87TH ST, HICKORY HILLS, IL 60457-1075, United States

Service Summary	MRC (USD)	NRC (USD)
Private IP Gateways +	0.00	0.00
Total (USD) excluding taxes, Verizon surcharges and fees	0.00	0.00

Service Detail for Location ID(s): 52378387C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Private IP Gateways +^, Service ID: 1425559143 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
Class of Service - Standard - 1 Gbps - Standard ¹	RENEWAL	N/A	0.00	0.00
Private Wireless Gateway Port (PWG) - 1 Gbps ¹	RENEWAL	N/A	0.00	0.00
Total (USD) excluding taxes, Verizon surcharges and fees			0.00	0.00

Additional Information:

¹ This service is being renewed as is with no configuration changes for a new service term. New pricing, if applicable will be effective the 1st day of the month following full execution of this document.

2. **Service Delivered to:**

Location ID: 52378457C - Chicago

69 W WASHINGTON ST, CHICAGO, IL 60602-3134, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	1,208.40	0.00
Private IP +	2,422.00	0.00
WAN Analysis Reporting +	15.00	0.00



Total (USD) excluding taxes, Verizon surcharges and fees	3,645.40	0.00
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Service Detail for Location ID(s): 52378457C - Chicago (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 1425559135 Activity Type: RENEWAL New Service Commitment: 60 Months Previous Order Section #: 1645457				
Local Access - Op/App Performance: Gold / Gold - 1 Gbps - UNI Speed: 1 Gbps (GigE) - TPV UNI Speed: 1 Gbps (GigE) 1	RENEWAL	N/A	1,208.40	0.00
Private IP +^, Service ID: 1425559139 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
PIP Port - 1 Gbps - United States 1	RENEWAL	N/A	2,300.00	0.00
Class of Service - ETM - 1 Gbps - 10 Mbps 1	RENEWAL	N/A	122.00	0.00
WAN Analysis Reporting +^, Service ID: 1425559141 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
ETM Select with netflow 501-1000 Mbps 1	RENEWAL	N/A	15.00	N/A
Total (USD) excluding taxes, Verizon surcharges and fees			3,645.40	0.00

Additional Information:

1 This service is being renewed as is with no configuration changes for a new service term. New pricing, if applicable will be effective the 1st day of the month following full execution of this document.

3. Service Delivered to:**Location ID:** 52378511C

1330 S 54TH AVE, CICERO, IL 60804-1204, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	1,286.18	0.00
Private IP +	2,422.00	0.00
WAN Analysis Reporting +	15.00	0.00
Total (USD) excluding taxes, Verizon surcharges and fees	3,723.18	0.00

Service Detail for Location ID(s): 52378511C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 1425559127 Activity Type: RENEWAL New Service Commitment: 60 Months Previous Order Section #: 1645457				
Local Access - Op/App Performance: Gold / Gold - 1 Gbps - UNI Speed: 1 Gbps (GigE) - TPV UNI Speed: 1 Gbps (GigE) 1	RENEWAL	N/A	1,211.18	0.00



Local Network - Preferred Carrier Designation - Single Circuit ¹	RENEWAL	N/A	75.00	0.00
Private IP +^, Service ID: 1425559131 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
PIP Port - 1 Gbps - United States ¹	RENEWAL	N/A	2,300.00	0.00
Class of Service - ETM - 1 Gbps - 10 Mbps ¹	RENEWAL	N/A	122.00	0.00
WAN Analysis Reporting +^, Service ID: 1425559133 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
ETM Select with netflow 501-1000 Mbps ¹	RENEWAL	N/A	15.00	N/A
Total (USD) excluding taxes, Verizon surcharges and fees			3,723.18	0.00

Additional Information:

¹ This service is being renewed as is with no configuration changes for a new service term. New pricing, if applicable will be effective the 1st day of the month following full execution of this document.

4. Service Delivered to:**Location ID:** 68175843C

131 INDUSTRIAL PKWY, SOMERVILLE, NJ 08876-3451, United States

Service Summary	MRC (USD)	NRC (USD)
Private IP Gateways +	0.00	0.00
Total (USD) excluding taxes, Verizon surcharges and fees	0.00	0.00

Service Detail for Location ID(s): 68175843C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Private IP Gateways +^, Service ID: 329052313 Activity Type: RENEWAL Service Commitment: 0 Months Previous Order Section #: Not Applicable				
Private Wireless Gateway Port (PWG) - 1 Gbps ¹	RENEWAL	N/A	0.00	0.00
Class of Service - Standard - 1 Gbps - Standard ¹	RENEWAL	N/A	0.00	0.00
Total (USD) excluding taxes, Verizon surcharges and fees			0.00	0.00

Additional Information:

¹ This service is being renewed as is with no configuration changes for a new service term. New pricing, if applicable will be effective the 1st day of the month following full execution of this document.

Appendix To Service Order Details

Appendix Summary:

1. Private IP +



1. Private IP + - Other Charges

Shown net of Discounts and Promotions.

Dynamic	Network		Manager
Applies to Location ID/Service ID(s): 52378457C - Chicago / 1425559139			
Private IP Dynamic Port Pricing		Private IP Dynamic Port Pricing	
Port Speed	MRC (USD)	Port Speed	MRC (USD)
1 Mbps	610.00	50 Mbps	610.00
2 Mbps	610.00	60 Mbps	925.00
3 Mbps	610.00	70 Mbps	925.00
4 Mbps	610.00	80 Mbps	925.00
5 Mbps	610.00	90 Mbps	925.00
6 Mbps	610.00	100 Mbps	925.00
7 Mbps	610.00	150 Mbps	2,260.00
8 Mbps	610.00	200 Mbps	2,260.00
9 Mbps	610.00	300 Mbps	2,260.00
10 Mbps	610.00	400 Mbps	2,260.00
15 Mbps	610.00	500 Mbps	2,260.00
20 Mbps	610.00	600 Mbps	2,300.00
30 Mbps	610.00	800 Mbps	2,300.00
40 Mbps	610.00	1 Gbps	2,300.00
Private IP EF Real-time Pricing		Private IP EF Real-time Pricing	
EF Realtime CAR Speed	MRC (USD)	EF Realtime CAR Speed	MRC (USD)
0 Kbps	0.00	14 Mbps	165.00
8 Kbps	14.00	15 Mbps	175.00
16 Kbps	14.00	17 Mbps	189.00
32 Kbps	14.00	18 Mbps	195.00
56 Kbps	14.00	20 Mbps	210.00
128 Kbps	14.00	25 Mbps	230.00
256 Kbps	14.00	30 Mbps	249.00
384 Kbps	14.00	35 Mbps	256.00
512 Kbps	14.00	40 Mbps	263.00
768 Kbps	14.00	45 Mbps	278.00
900 Kbps	14.00	50 Mbps	293.00
1 Mbps	14.00	70 Mbps	400.00
1.3 Mbps	14.00	90 Mbps	449.00
1.5 Mbps	14.00	110 Mbps	530.00
1.7 Mbps	14.00	140 Mbps	650.00
2 Mbps	56.00	150 Mbps	660.00
2.5 Mbps	63.00	180 Mbps	722.00
3 Mbps	70.00	200 Mbps	750.00
3.5 Mbps	77.00	250 Mbps	805.00
4 Mbps	84.00	350 Mbps	945.00
4.5 Mbps	87.00	400 Mbps	1,040.00
5 Mbps	90.00	450 Mbps	1,085.00
5.5 Mbps	95.00	500 Mbps	1,097.00
7 Mbps	108.00	550 Mbps	1,172.00
9 Mbps	118.00	700 Mbps	1,250.00
10 Mbps	122.00	900 Mbps	1,394.00



13 Mbps	154.00
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Dynamic	Network		Manager
Applies to Location ID/Service ID(s): 52378511C / 1425559131			
Private IP Dynamic Port Pricing		Private IP Dynamic Port Pricing	
Port Speed	MRC (USD)	Port Speed	MRC (USD)
1 Mbps	610.00	50 Mbps	610.00
2 Mbps	610.00	60 Mbps	925.00
3 Mbps	610.00	70 Mbps	925.00
4 Mbps	610.00	80 Mbps	925.00
5 Mbps	610.00	90 Mbps	925.00
6 Mbps	610.00	100 Mbps	925.00
7 Mbps	610.00	150 Mbps	2,260.00
8 Mbps	610.00	200 Mbps	2,260.00
9 Mbps	610.00	300 Mbps	2,260.00
10 Mbps	610.00	400 Mbps	2,260.00
15 Mbps	610.00	500 Mbps	2,260.00
20 Mbps	610.00	600 Mbps	2,300.00
30 Mbps	610.00	800 Mbps	2,300.00
40 Mbps	610.00	1 Gbps	2,300.00
Private IP EF Real-time Pricing		Private IP EF Real-time Pricing	
EF Realtime CAR Speed	MRC (USD)	EF Realtime CAR Speed	MRC (USD)
0 Kbps	0.00	14 Mbps	165.00
8 Kbps	14.00	15 Mbps	175.00
16 Kbps	14.00	17 Mbps	189.00
32 Kbps	14.00	18 Mbps	195.00
56 Kbps	14.00	20 Mbps	210.00
128 Kbps	14.00	25 Mbps	230.00
256 Kbps	14.00	30 Mbps	249.00
384 Kbps	14.00	35 Mbps	256.00
512 Kbps	14.00	40 Mbps	263.00
768 Kbps	14.00	45 Mbps	278.00
900 Kbps	14.00	50 Mbps	293.00
1 Mbps	14.00	70 Mbps	400.00
1.3 Mbps	14.00	90 Mbps	449.00
1.5 Mbps	14.00	110 Mbps	530.00
1.7 Mbps	14.00	140 Mbps	650.00
2 Mbps	56.00	150 Mbps	660.00
2.5 Mbps	63.00	180 Mbps	722.00
3 Mbps	70.00	200 Mbps	750.00
3.5 Mbps	77.00	250 Mbps	805.00
4 Mbps	84.00	350 Mbps	945.00
4.5 Mbps	87.00	400 Mbps	1,040.00
5 Mbps	90.00	450 Mbps	1,085.00
5.5 Mbps	95.00	500 Mbps	1,097.00
7 Mbps	108.00	550 Mbps	1,172.00
9 Mbps	118.00	700 Mbps	1,250.00
10 Mbps	122.00	900 Mbps	1,394.00
13 Mbps	154.00		



ACCESS

1. GENERAL
 - 1.1 Service Definition
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6. UNITED STATES – INTRASTATE OR INTERSTATE SERVICE
7. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon Network from which Customer can connect to other Verizon services. Access may be provided via Verizon Facilities or from a Third Party, as Verizon may determine from time to time, including, for any reason, changes in or substitution of facilities.

- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.

1.2 Standard Features

- 1.2.1 Access provides a point-to-point circuit to reach associated Verizon services.

1.3 Optional Features

- 1.3.1 **Internet Transmission Service.** In the U.S., Internet Transmission Service connects the customer site via Verizon Facilities to the edge of the Verizon public network from which customer can connect to the Internet using Verizon Internet Dedicated Service (IDS).



- 1.3.2 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.
- 1.3.3 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a Verizon service, it will also apply to the Access connected to that Verizon service. Proactive Notification is described in Customer's applicable Verizon Service Attachment.
- 1.3.4 **Unlicensed Band Radio.** With Unlicensed Band Radio (UBR), Verizon provides wireless access to Verizon services. UBR is only available in India for Customer Sites in remote locations where wireline access is unavailable. In addition to Customer responsibilities in Section 1.4, Customer will provide the space identified by Verizon or Verizon's vendor to install an external antenna and other equipment, including arranging for any permissions that may be required by a building owner if Customer does not own the building. Customer must make available uninterrupted UPS power, earthing and all required internal wiring. Customer acknowledges that UBR: i) works only in clear line of sight locations; ii) will have high jitter when the link load exceeds 85%; and iii) is susceptible to interference from other radio signals running at the same frequency.

1.4 Customer Responsibilities

- 1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:
- Space and power for Verizon terminating equipment if required to deliver Access.
 - All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
 - Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.
- 1.4.2 **Entry to Customer Site.** Where Verizon requires entry to a Customer Site in order to provide Access (including, but not limited to, physical changes to Access facilities), Customer shall (a) grant or shall procure the grant to Verizon of such rights of entry to each Customer Site, including any necessary licenses, waivers and consents and (b) respond promptly to notice from Verizon requiring Customer action, such as to coordinate Verizon entry to Customer Site needed for a change in Access facilities at a mutually convenient time within 30 days of such notice from Verizon.

2. AVAILABLE VERSIONS

2.1 Optimized Services – Access+

2.1.1 **Standard Service Features**

- 2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access speed selected by Customer, which is the maximum possible speed.
- 2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.
- 2.1.1.3 **Handoff.** Verizon hands off Access based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:



- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet Virtual Connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.
- For Time Division Multiplexing (TDM), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless outside the U.S., Verizon provides a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- For Wireless within the U.S., Verizon Wireless provides a wireless connection (Wireless Service) into Customer's Verizon-provided service or the Internet with LTE Business Internet and 5G Business Internet sold by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.
- For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor's network between a Customer's Verizon-provided service and their collocated equipment or Cloud Service Provider (CSP) - within select Third Party data centers. Customer must have a suitable existing arrangement with the Third Party vendor network or suitable CSP agreement, and Customer must separately have a contract for the Verizon provided service in order to utilize SDI as an access method for that service.
- **For Internet Transmission Service, Verizon provides Ethernet Handoff only. Ethernet Virtual Connections (EVC's) can be terminated to Internet Dedicated Services only (multiple service termination is not supported).**

2.1.1.4 UNI Speed. For an Ethernet handoff to Customer Equipment, Verizon provides the UNI at the speed ordered by Customer or as a virtual connection for SDI.

2.1.1.5 Demarcation Interface Options. Verizon provides electrical and optical Demarcation interface options or virtual for SDI.

2.1.2 Optional Service Features

2.1.2.1 Wireless Backup (U.S. Only). Verizon Wireless provides Wireless Service as a backup for Customer's Internet Dedicated or Broadband service into a Verizon service.

2.1.2.2 Network Survivability & Diversity (NS&D). The following NS&D options are available for Access:

- **Layer 2 Aggregation Geographic Diversity.** Verizon provides two circuits in a mated pair relationship. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
- **Customer Premises Diversity (U.S. Only).** Verizon will deliver Access via either a two or four wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional Access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** Verizon will obtain the Access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.
- **NS&D options are not available for SDI.** However, for select SDI Customer Sites, in addition to the primary interconnect, Verizon may offer a secondary interconnect.

2.1.2.3 Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only). Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or Incumbent Local Exchange Carrier



(ILEC) dedicated rings, hubs and channelized facilities. **Customer-Provided Access.** Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.1.2.4 Oversubscription. Customer may subscribe to more than the Access speed of a circuit. Verizon provides the Oversubscription feature for Customers who may be using Access to connect to more than one Verizon service or to connect to more than one endpoint e.g., multiple data centers. Customer is solely responsible for managing its traffic utilization on the circuit to avoid any overutilization which may indiscriminately drop data packets (regardless of the class of service selected by Customer in using a Verizon service).

2.1.3 Customer Responsibilities

2.1.3.1 Customer Provided Carrier Facility Assignment. Where Access is provided to a Customer-provided CFA, Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

2.1.3.2 Abuse or Fraudulent Use of SIM Cards. Customer will use SIM cards provisioned by Verizon in connection with Access for LTE Business Internet, 5G Business Internet or Wireless Backup options only. Any other use is a material breach of the Agreement.

2.1.3.3 Quality of Signal. Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering Access. Wireless network coverage and other factors may affect the availability and performance of Access.

2.2 Non-Optimized Services (U.S. Only)

2.2.1 General

2.2.1.1 Versions of Non-Optimized Services

- Internet Transmission Access
- Ethernet Access
- Network Services Local Access Services (TDM Access – U.S. Interstate and International)
- Analog Access
- DS0 or E0 Access
- T1 or E1 Digital Access
- DS3 or E3 Access
- SONET or STM Access
- Enterprise Digital Subscriber Line

2.2.1.2 Network Configurations. Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide Access. Verizon network optimization and other updates may result in a change in the network configuration used to provide Access to Customer but Customer's performance characteristics will remain the same or better.



Type	Performance Characteristics
1*	On-Net Premium
2 (U.S. Only)	Off-Net Premium
3*	Off-Net Premium
4	Off-Net Premium
5	Off-Net Premium
EA Standard	Off-Net Standard

*Network Services Local Access is only available on Type 1 and Type 3.

2.2.1.3 Optional Service Feature - Customer-Provided Access. Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.2.2 Ethernet Access and Internet Transmission Access

2.2.2.1 Service Definition. Verizon provides Access and IDS with the speed and flexibility enabled by ethernet technology.

2.2.2.2 Standard Service Features. Ethernet Access allows Customer to terminate single and/or multiple EVCs from Customer Equipment onto a single Ethernet Access UNI.

2.2.2.3 Optional Service Features

- **(NS&D) Layer 2 Aggregation Geographic Diversity.** Verizon provides a second Customer circuit connected to a different Verizon Layer 2 Aggregation device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same Customer Site.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the (NID) at the same Customer Site.

2.2.3 Network Services Local Access – Analog Access (U.S. Only)

2.2.3.1 Service Definition. Verizon provides Access with the characteristics enabled by analog technology.

2.2.3.2 Standard Service Features. Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

2.2.3.3 Optional Service Features

- **Signaling.** Verizon provides the capability for one Customer Site to alert another Customer Site of the same service with which it wishes to communicate.
- **Data Conditioning.** Verizon provides transmission characteristics for voice grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** Verizon enables Customers to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.



2.2.4 Network Services Local Access – DS0 and E0 Access

2.2.4.1 **Service Definition.** Verizon provides a digital Access circuit up to 64 kbps.

2.2.4.2 Network Services Local Access – T1 or E1 Digital Access

2.2.4.3 **Service Definition.** Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

2.2.4.4 **Optional Features Integrated Services Digital Network (ISDN) Service.** Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option.** Verizon enables Customer to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (PRI).** Verizon will transport traffic from [MCI 800 Service](http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) (at http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) and [Vnet](https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm) (at https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm), and MCI 800 Service and [MCI Vision](https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) (at https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access (at http://www.verizon.com/business/service_guide/reg/g_general_definitions.htm#mci_legacy_compa ny) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: [Vnet](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm) /MCI 800 Service and [MCI Prism 1](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm) (at https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm)/MCI 800 Service

2.2.4.5 **Network Services Local Access – DS3 or E3 Local Access.** Provides a high capacity digital local Access arrangement that consists of an Access circuit that relies on DS3 or E3 transmission technology.

2.2.4.6 **Network Services Local Access – SONET or STM Access.** Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

2.2.4.7 **Enterprise Digital Subscriber Line (eDSL).** Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS

3.1 **Third Party Vendors/Carriers.** When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed or information to be provided to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, Know Your Customer information (including identity information and associated evidence), service terms, etc.), Customer will provide such information and/or sign such forms promptly in order to procure the Access in a timely manner.



- 3.2 **Access Availability.** The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed, or upon installation, the Access is deemed not available and other Access, sometimes with higher Charges may be required and in such instances the circuit will be requoted to Customer.
- 3.2.1 **Diversity Availability.** Diversity which involves a third party Access provider will be provided only at Customer Sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware of a third party provided Access failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.
- 3.2.2 **Wireless Service.** Except as otherwise noted in Section 3.2.3.5, the following terms only apply to the provision of Wireless Service sold and provided by Verizon Wireless or sold by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.
- 3.2.3.1 **Wireless Service Availability.** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the router or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and routers that are approved to operate on our network. Wireless Service may be provided by a third-party roaming carrier and subject to agreements with such carriers, and as such may be limited or slowed. Customer must activate and use the CPE within the areas served by our owned and operated network. Verizon Wireless reserves the right to terminate any Wireless Service that roam permanently on a third-party carrier's network. Customer Wireless Service must be used in a fixed location and must always be within the areas served by a Verizon owned and operated network.
- 3.2.3.2 **Enhancement of Wireless Service.** Customer must obtain Verizon's written approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon may terminate Wireless Service if Customer violates this section.
- 3.2.3.3 **Use of Wireless Service and CPE; MTNs; SIMs.** Wireless Service must be used for the purpose of connecting a Customer Site to the Verizon-provided network service or the Internet. Verizon may, in order to protect the Network, operations, and other customers, suspend or terminate the Wireless Service, if Wireless Service or CPE is used: (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the Agreement; or (c) in a manner that has an adverse impact on the Network, operations or customers. Customer is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. We will assign one mobile telephone number (MTN) to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If



the CPE requires a Subscriber Identity Module (SIM) card provided by us, we own any intellectual property or software on the SIM card.

- 3.2.3.4 **Mobile Private Network (MPN).** MPN must be purchased via a separate contract for Private IP Services. For MPN purchased with Private IP Services, it extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet. Dynamic Mobile Network Routing (DMNR) allows Customers to remotely access IP addresses of devices that are connected to a MPN through a wireless router.
- 3.2.3.5 **Limitation of Liability – 911 Calls.** NEITHER VERIZON NOR VERIZON WIRELESS WILL BEAR ANY LIABILITY FOR USE OF THE WIRELESS SERVICE PROVIDED UNDER THIS ATTACHMENT ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
- 3.2.3.6 **Other Terms.** The speed provided by the Wireless Service is the maximum speed for such service. The Parties acknowledge and agree that with regard to Wireless Service the following uses are not permitted:
- Data sharing with another device;
 - High bandwidth constant bit rate (CBR) or high bit rate applications;
 - International or domestic roaming;
 - Multimedia messaging (MMR).

3.3 **Country-Specific Service Limitations**

- 3.3.1 **Permitted Use.** For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.
- 3.3.2 **United States – Interstate Service Only.** Access in the U.S. Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).
- 3.3.3 **Delivery to Australia.** Where Customer orders Access for delivery to a Customer Site in Australia, Customer shall, where relevant, comply with the additional terms and conditions set forth at the following link: https://verizon.com/business/service_guide/reg/additional-terms-australia-customers.pdf Customer is hereby notified that Verizon is not permitted to modify these terms or enter into any required contracts on the Customer's behalf.
- 3.3.4 **Delivery to Puerto Rico.** Where a Service Order (including on a quote) identifies a Verizon entity other than the Verizon Signatory as the provider of a Service (an Identified Provider), then upon execution of the applicable Service Order by the Verizon Signatory, the rights and obligations of the Verizon Signatory for that Service Order will be assigned to the Identified Provider, which then becomes the Verizon entity to provide the Service (Verizon Provider) for that Order.

4. **SERVICE LEVEL AGREEMENT (SLA).** There is no separate SLA for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.). The Satellite Access SLA is located at: https://www.verizon.com/business/terms/us/products/satellite_services/private_ip/



5. FINANCIAL TERMS

- 5.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL:https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL:https://www.verizon.com/business/service_guide/reg/cp_access_plus_access_pricing_toc.htm

5.1.1 Administrative Charges

Administrative Charge	Charge Instance	Non-Recurring Charge (NRC)
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Circuit	\$800.00
Expedite in the United States	Per Circuit	\$1,400.00
Expedite in Canada and France	Per Circuit	\$6,000.00
Expedite in other countries	Per Circuit	\$3,000.00
After Hours Installation	Per Circuit	\$600.00
Pending Order Change	Per Circuit	\$200.00
Physical Change	Per Circuit	\$200.00
Service Date Change	Per Circuit	\$100.00
Bandwidth Reconfiguration	Per Circuit	\$200.00

- 5.1.2 **Off Net Special Build.** Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend through the installation period. Verizon may also extend facilities to reach the Customer Site, or the Minimum Point of Entry. Customers will pay the cost of that construction which will be added to Customer's Service Order and which will extend through the installation period,- should a site survey reveal excess construction costs the order may be canceled and the customer will be given an opportunity to place a new order with full construction costs.
- 5.1.3 **Special Construction.** If, after an Order is placed, Verizon finds that Verizon or third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access Verizon will notify the Customer of any such special construction charges. Upon customer acceptance, Special Construction charges may be billed separately and prior to completion of circuit. If Customer does not accept the special construction charges or changes in special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no Early Termination Charge(s).
- 5.1.4 **Wireless Connections.** Monthly data plan Charges for wireless connections are billed in advance. For metered data plans overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month in the data plan selected by Customer. With regard to Wireless UNI, Customer overage



charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

5.1.4.1 Wireless Connection - Upgrades. With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. For metered data plans overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.

5.1.5 Wireless Connections - Aggregated Billing Plan. Customers may, subject to certain exceptions or availability, in any given billing period associated with multiple wireless connections as a group (the Data Pool). The Data Pool size is the sum of the monthly data plan amount of each wireless connection that is active on the start date of the billing period. The Aggregated Billing Plan defines those wireless connections that may be included in the same Data Pool.

Overage charges will be assessed if the total actual usage of the member sites of a Data Pool exceeds the Calculated Included Quantity. Calculated Included Quantity means the sum of the monthly data plan amount of each member site of a Data Pool. The overage charges are based on the overage rate associated with the Master Site in each Aggregated Billing Plan at the time of billing. Traffic will be rounded to the next full gigabyte. Master Site is defined as the first wireless connection activated in the Data Pool.

5.1.6 Carrier Facilities Assignment (CFA). The MRC and NRC for CFA include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon's invoices to Customer will not include such charges. Customer must provide the following information: Meet Me Location and ring/hub/parent provider name. If it's a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.

5.1.7 Charges for Customer-Provided Access. Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon's provision of a physical connection from the Customer-provided access service to the Service Equipment. If incorrect information is provided by Customer, the cross-connect will need to be re-quoted.

5.1.8 When Access with Wireless Service provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Verizon Wireless regulatory surcharge: \$0.02 per connection per month.

5.1.9 Access Speed Changes. Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access Service, for which it may pay Early Termination Charges, if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

5.1.10 Access Moves. Customer-requested moves of Access circuits to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. Customer may pay Early Termination Charges as applicable and any third party charges



incurred by Verizon in order to implement the move. The newly-contracted Access circuit will include the applicable NRC and MRC associated with the new Access circuit.

- 5.1.11 **NS&D Features.** Customer must order and pay for the two Access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional Charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable. With Network Connection Protection, an additional charge is applicable.
- 5.1.12 **UBR Commitment Period.** If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.
- 5.1.13 **Third Party Vendor Charges for Cross-Connection and Extended Wiring.** Section 1.4.1 above requires Customer to provide all facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit. In some instances Customer's Site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer's Site. In such instances, a third party data center/facility owner may only permit the third party to install a cross-connection from the Verizon Demarcation to Customer's Site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.
- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at https://www.verizon.com/business/service_guide/reg/cp_access_network_services_local_access.htm
- 5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause). If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.
6. **UNITED STATES – INTRASTATE OR INTERSTATE SERVICE.** Access in the U.S. Mainland is considered Interstate for regulatory jurisdiction purposes if more than 10% of the total traffic over an instance of the Service (e.g., a circuit) is Internet traffic, or otherwise begins and ends in different states. If more than 90% of the total traffic over a Service instance will begin and end in the same state, and is not Internet traffic, then Customer may order it as Intrastate for regulatory jurisdiction purposes. When ordering Intrastate Access, customer will be required to certify that (1) the traffic over the Service instance purchased will be Intrastate, as defined above; (2) if this certification is incorrect, customer will be responsible for any unbilled surcharges and applicable fees; and (3) if this certification is no longer true, customer has a duty to notify Verizon within thirty (30) days.
7. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL https://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

Term	Definition
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Demarcation	The point where the Access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.
LTE Business Internet	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.
5G Business Internet	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.



Meet Me Location	If Customer has a dedicated ring, the Meet Me Location is the node on the ring where Customer will provide Carrier Facility Assignment (CFA). For Customer provided access, the Meet Me Location is the edge of the Verizon Network where the Customer is bringing their access (usually a patch panel on which the Customer's vendor resides).
Time Division Multiplexing (TDM)	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.
Verizon Wireless	Cellco Partnership d/b/a as Verizon Wireless.

PRIVATE IP SERVICE

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6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon offers four variations of this service: Private IP Service, Private IP Layer 2, Private IP Gateway and Private IP Interconnect, subject to availability. The Customer is aware that not all variations may be available in all countries.
 - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.



2. AVAILABLE VERSIONS PRIVATE IP SERVICE

2.1 Private IP Service

2.1.1 **Service Definition.** Private IP is a wide area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites.

2.1.2 Standard Service Features

2.1.2.1 **Route Capacity and IPv4 and IPv6 Protocols.** Verizon will assign a maximum number of routes that Customer may introduce into the Private IP Network based upon the total number of sites expected in a given Customer VPN, as shown in the following table.

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1–50	1,250	150
51–250	1,250	750
251–500	2,500	1,500
501–1,000	5,000	3,000

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1,001+	10,000	6,000

Capacity constraints may vary for Customers using MVIC (available upon request). Customer will select either IPv4 or IPv6 protocol (where available), and a suitable number of IP addresses to be used in conjunction with Private IP and in accordance with Verizon's then-current applicable assignment guidelines.

2.1.3 Optional Service Features

2.1.3.1 **Diversity.** With Diversity, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.

2.1.3.2 **Dynamic Network Manager.** With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Private IP port values. Customer accesses the interface through the Verizon Enterprise Center or via an Application Program Interface.

2.1.3.3 **IP Multicasting.** With IP Multicasting, Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.

2.1.3.4 **Multiple Virtual Routing and Forwarding.** With Multiple Virtual Routing and Forwarding, Customer may create multiple virtual private network connections via a single Private IP port. Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer's Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of virtual private network connections on the Private IP port and Verizon is not responsible for such packet drops.



2.1.3.5 **Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the BE class as the default priority designation.

2.1.3.6 **WAN Analysis.** (Non-Optimized Service only) For customers receiving Non-Optimized Private IP services, the terms and conditions for WAN Analysis are located at the following URL:

For U.S. Services:
www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting.pdf

For non-U.S. Services:
www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting_2017DEC01.pdf

2.1.3.7 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.3.8 **Converged IP.** (Optimized Only) With Converged IP, Customer selects a Private IP port that will be used to connect to Virtual Network Services – Security Service via a single Ethernet access circuit. Customer must purchase Virtual Network Services – Security under a separate Service Attachment.

2.1.3.9 **Broadband Technology.** (Optimized Only) Broadband services are based on different technologies and the quality of the service can vary based on the technology available, including from Third Parties.

2.1.3.10 **LTE Business Internet.** (Optimized Only) In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. 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. LTE Business Internet plans are for mobile broadband service, and can only be activated on select compatible Customer-provided data routers or designated devices sold through Verizon. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with LTE Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-setup. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data de-prioritization 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 billing cycle. All plans will be given 300 GB/month/line of data; if usage exceeds that allowance, blocks of 5 GB will be automatically added to your account for an additional charge. 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. 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). Text messages cannot be sent or received on these plans.

2.1.3.11 5G Business Internet. (Optimized Only) In the U.S., 5G Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra-Wide Band (C-Band) network (domestic and international roaming are not available). 5G Business Internet plan is for mobile broadband service, and can only be activated on select 5G C-Band compatible Customer-provided data routers or designated devices sold through Verizon. A compatible 5G-enabled receiver/router is required, either Verizon-Equipment or Customer-provided. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with 5G Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-set-up. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. 5G Business Internet plan includes an unlimited data allowance. The monthly access fee will be pro-rated when changing price plans during a billing cycle. Speed Tier Limit represent the maximum downlink speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds. These plans are fixed location plans. Customer agrees to only use the Service at the qualified service address that Verizon approved at the time the Service was activated. If Customer uses the Service outside of the qualified service address without the specific written approval of Verizon Wireless or Verizon, Verizon Wireless reserves the right to terminate the Service at any time thereafter upon written notice.

2.1.3.12 Mobile Private Network (MPN). (Optimized Only) MPN extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet. Dynamic Mobile Network Routing (DMNR) allows Customers to remotely access IP addresses of devices that are connected to a MPN through a wireless router.

2.1.3.13 Private Network Traffic Management (PNTM). (Optimized Only) PNTM provides more predictable application performance for LTE Business Internet customers. The program supports business critical applications during periods of network congestion. Enhanced (2 Mbps) or Premium (12 Mbps) allows for Mission Critical Class of Service (CoS) applications while allowing Best Effort CoS use of available LTE bandwidth.

2.1.4 Customer Responsibilities



- 2.1.4.1 **Bandwidth Shaping for Ethernet Access Circuit.** If Verizon provisions 'bandwidth shaping' overhead adjustments on the Ethernet Interfaces at the PE egress, it may be necessary for Customer to apply policies at Customer's CE egress to prevent packet loss due to Ethernet protocol overhead used within the Private IP Network (depending on the Private IP platform and Customer's traffic profile).

2.2 Private IP Layer 2

- 2.2.1 **Service Definition.** Verizon Private IP Layer 2 service provides point-to-point routing, with Customer control of routing, architectural and topology changes.
- 2.2.2 **Optional Service Features.** With the Private IP Permanent Virtual Circuits feature, Verizon will add one or more Private IP PVCs on Customer's Private IP Layer 2 port upon Customer's request.

2.3 Private IP Gateway

- 2.3.1 **Service Definition.** With Private IP Gateway service, Verizon provides an interconnection between two private networks based on the characteristics of the gateway, as described below.
- 2.3.2 **Standard Service Features.** Verizon provides the following Private IP Gateways:
 - 2.3.2.1 **Private Wireless Gateway (U.S. Mainland Only).** With Private Wireless Gateway, Verizon provides Customer a port that Customer may use to connect Customer's wireless traffic to the Private IP Network.
 - 2.3.2.2 **MVIC Service (Select Locations).** With MVIC Service, Verizon connects Verizon's Private IP Network to an MPLS Partner's MPLS networks.
 - 2.3.2.3 **Satellite Gateway.** The Satellite Gateway functions as a Network-to-Network Interface (NNI) between Verizon's Satellite Access service and the Private IP MPLS network. Customers using satellite access in conjunction with Private IP must order a satellite gateway port that is sized according to the customer's aggregate satellite bandwidth requirements. Each customer's individual Virtual LAN will be mapped to a Private IP PVC.
 - 2.3.2.4 Optimized Service-Only Standard Features
 - 2.3.2.4.1 **Secure Cloud Interconnect.** With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Verizon also provides network translation functionality (NAT), but Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT and such failure permits a third party cloud provider to have access to Customer's Private IP addresses. Secure Cloud Interconnect has unique



pricing, network designs, and capabilities; details are available on request. In addition, Verizon may terminate Secure Cloud Interconnect, in whole or in part, upon 30 days written notice, where Customer is utilizing Secure Cloud Interconnect on a usage only basis, and Customer has not used this feature for a continuous period exceeding ten months.

2.4 **Private IP-Interconnect (PIP-I)** (Select Customers Only)

2.4.1 **Service Definition.** Private IP Interconnect, or PIP-I, is only available to Customers who have been approved by Verizon to receive this feature. With this service, Verizon provides a direct, point-to-point interconnection between Private IP site(s) Customer purchases from Verizon and Customer's third party MPLS-based network, using a shared port gateway designed to support multiple customers.

2.4.2 Standard Service Features

2.4.2.1 **PIP-I Connection and Port.** With PIP-I, Verizon provides a PIP-I Connection and a PIP-I Port. A PIP-I Connection is a physical Port that presents PIP-I at the demarcation point for interconnection to Customer's network. A PIP-I Port is a logical PIP Port associated with a VPN name that attaches to PIP site(s) that Customer has purchased from Verizon.

2.4.2.2 **Non-Supported Features.** PIP-I does not support multi-Virtual Routing and Forwarding, Dynamic Network Manager and multicasting. PIP-I does not support a redundant configuration.

2.4.3 Customer Responsibilities

2.4.3.1 **Ordering PIP-I Ports.** Customer will order PIP-I Ports only with an assignment to an existing or new PIP VPN name.

2.4.3.2 **Ordering Multiple PIP-I Ports.** Each PIP-I Connection can be used with multiple PIP-I Ports but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the Service to Customer.

2.4.3.3 **Restriction on use of PIP-I with Existing Customers of Verizon.** Customer will not connect a PIP-I Port to a port on Verizon's MPLS network that is provisioned by Verizon to an existing customer of Verizon.

2.4.3.4 **Cross-Connection.** With Private IP port only, Verizon provides a cross-connection to a Verizon IP hub if Customer is located in the same building as the IP hub.

2.4.3.5 **Disconnection.** Customer shall ensure no PIP-I ports are active prior to disconnect order or the order will not be processed by Verizon.



3. SUPPLEMENTAL TERMS

3.1 **India Ports.** This clause applies if the Private IP Service contains ports in India.

3.1.1 **Additional Documentation.** Prior to the Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the Inspection Pro Forma document in the form found at the following URL: www.verizon.com/business/service_guide/reg/pro-formas.htm (Pro Forma). To the extent that the information required by the Pro Forma cannot be completed (or is otherwise not completed) until after the Activation Date Customer authorizes Verizon to complete the Pro Forma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

3.1.2 **Restriction on Encryption Functionality in India.** Prior to connecting any encryption equipment to Verizon Facilities in India Customer must obtain prior evaluation and approval from the relevant telecom authority.

3.1.3 **Usage.** To the extent usage of the Private IP Service requires it Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP as described in the Revised Guidelines for Other Service Providers (OSPs) released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

3.2 **Provisioning Entities in China.** In the event of regulatory changes in China affecting Verizon's ability to provide PIP/PIP Gateway pursuant to this Order, Verizon may terminate [PIP/PIP Gateway] without liability or where possible transition its provision of PIP/PIP Gateway to Customer via a different Third Party network supplier at a price to be agreed between the Parties.

3.3 **Turkey Use Prohibition.** Connections to and use of the Public Internet, World Wide Web, and Social Media by a user in Turkey requires the exclusive use of the service of a locally licensed internet service provider (such as Verizon) in a manner that is compliant with all applicable laws and with any licenses, codes of practice, instructions, or guidelines issued by regulatory authorities. Customer must immediately notify Verizon of any known contravention of the foregoing. Any violation of this express prohibition may result in immediate suspension of the relevant Services by Verizon until, in Verizon's sole judgement, the violation has been cured. Customer is responsible for any fines, penalties, losses, damages, costs or expenses incurred by Verizon due to Customer's violation of this prohibition.

3.4 **Voice over IP (VoIP) Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, Customer shall comply with those regulations.

3.5 **Taxes, Surcharges and Exemptions.** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges tax to Verizon Wireless on a roaming call, then Verizon Wireless or MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement



with Verizon Wireless (“Verizon Business Services”) may bill such amount to Customer, and Customer shall pay such amount. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with regulatory or administrative obligations, (such as payments to local telephone companies for delivering calls from Verizon Wireless customers to their customers), Verizon Wireless or Verizon Business Services may bill a surcharge to defray such expense (a “Surcharge”). Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides Verizon Wireless or Verizon Business Services with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless or Verizon Business Services, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon Wireless or Verizon Business Services at Customer's request is found not to apply, then Customer shall upon demand pay Verizon Wireless or Verizon Business Services the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless or Verizon Business Services shall not issue credits for a Tax that is billed prior to Verizon Wireless or Verizon Business Services’ receipt of evidence of exemption.”

- 3.6 Toll Bypass. The Parties will not use Private IP to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where Private IP is used.

4. SERVICE LEVEL AGREEMENT (SLA)

Private IP Service Level Agreement for Optimized Private IP Service +:
www.verizon.com/business/service_guide/reg/cp_pip_plus_sla.pdf

Private IP SLA Summary and Service Level Agreement for non-Optimized Private IP Service:
www.verizon.com/business/service_guide/secure/cp_pip_sla_summary_page_SG.htm

5. FINANCIAL TERMS

- 5.1 **Optimized Service.** Customer will pay the charges for Optimized Private IP Service + specified in the Agreement, including those below and at the following URL:
www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

Charges below are in U.S. dollars and will be billed in the invoice currency of the associated service.

5.1.1 Administrative Charges

Administrative Charges	Charge Instance	Port Type	Speed	NRC
Administrative Change	Per Change	n/a	n/a	\$60.00
Cancellation of Service Order	Per Port	n/a	n/a	\$800.00
Expedite	Per Port	n/a	n/a	\$1,000.00
Physical Change	Per Order	n/a	n/a	\$200.00
Reconfiguration	Per Port	Standard Port	64Kbps	\$50.00
Reconfiguration	Per Port	Standard Port	256Kbps,512Kbps	\$100.00
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200.00
Reconfiguration	Per Port	Standard Port	Above E1	\$600.00

- 5.1.2 **Bandwidth Bursting.** (Optimized Only) With Bandwidth Bursting, Customer will pay an additional charge monthly per circuit for any measured usage level greater than Customer’s Bandwidth Commitment. Verizon will sample the Private IP port usage every five minutes



during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest 5 percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.

- 5.1.3 **Reconfiguration.** A reconfiguration charge applies for the modification of an existing Private IP circuit, at Customer request, for Verizon to reterminate a circuit to a different router or reconfiguration of the port.

- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement including those below and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm
In addition, online pricing for Service provided by a U.S. Verizon entity is at www.verizon.com/business/service_guide/reg/cp_private_ip_service.htm (for U.S. Services).

6. **DEFINITIONS.** The following definitions apply to Private IP Service, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

Term	Definition
Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.
Committed Access Rate (CAR)	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
Customer Edge (CE)	The edge of, or point in which customer traffic enters or exits, the Customer network.
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
MPLS	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
MPLS Partner	A third party MPLS provider with whom Verizon has an agency or reseller arrangement to provide interconnection to that party's in-country network.
MVIC	MPLS VPN Interprovider Connection.
Port	An entrance to and/or exit from a network.
Provider Edge (PE)	The edge of, or point in which Customer traffic enters or exits, the Verizon Private IP Network.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.
Virtual Private Network (VPN)	Uses a logical connection to route traffic between network sites.



WAN ANALYSIS REPORTING

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Standard Service Features
 - 1.3 Optional Service Features
2. SERVICE LEVEL AGREEMENT
3. FINANCIAL TERMS
 - 3.1 General Financial Terms
4. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** WAN Analysis Reporting is a web-based reporting tool that provides customers with a consolidated view of their Verizon-provided network infrastructure.

- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to both Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

1.2 **Standard Service Features**

- 1.2.1 **Provider Edge Statistics Reporting.** Through Provider Edge (PE) Statistics Reporting, Verizon provides daily performance information about the Customer’s PIP network.

- 1.2.2 **Standard Select.** With Standard Select, Verizon provides detailed data from the performance of Customer’s managed or unmanaged network components.

- 1.2.3 **Wireless LAN Reporting.** With Wireless LAN Reporting, Verizon provides detailed data from the performance of Customer’s managed Wireless LAN components.

- 1.3 **Optional Service Features.** The following optional service features are upgrades to the WAN Analysis Reporting- Standard Select feature.

	ETM	ETM Select	ETM Select with Netflow	Threshold PPM
Managed Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Optional Add on to Standard Select, ETM, ETM Select or ETM Select with netflow
Unmanaged Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Not available



- 1.3.1 **Enhanced Traffic Management Reporting.** Through Enhanced Traffic Management (ETM) Reporting, Verizon will provide all of the features and reports of Standard Select Reporting, plus Customer edge (CE) response path reporting and quality of service (QoS) performance reports.
- 1.3.2 **ETM Select Reporting.** Through ETM Select Reporting, Verizon will provide all of the features and reports of ETM Reporting plus end user CE performance exceptions and alarms, near real-time trending capabilities and CE network status maps, infrastructure capacity analysis reports, visual representation projections of performance exceptions and related faults, and allow Customer to set up email notification to its users when certain exceptions occur.
- 1.3.3 **ETM Select Reporting with netflow.** Through ETM Select with netflow Reporting, Verizon will provide all of the features and reports of ETM Select Reporting plus optional configuration of traffic monitoring across an IP network known as netflow.
- 1.3.4 **Threshold Proactive Performance Monitoring.** With Threshold Proactive Performance Monitoring (PPM), Verizon provides analysis of Managed WAN performance against Verizon-defined thresholds for standard performance and performance-related threshold alerts from Customer's Network for automatic trouble ticket generation to Verizon.

2. SERVICE LEVEL AGREEMENT

The service level agreements for WAN Analysis Reporting (Optimized and non-Optimized) can be found at the following URL:

www.verizon.com/business/service_guide/reg/cp_war_plus_sla.pdf

3. FINANCIAL TERMS

3.1 General Financial Terms

- 3.1.1 **Optimized Services.** Monthly recurring charges (MRCs) for WAN Analysis Reporting+ are specified in the applicable Contract, and are fixed for the Service Commitment, and at the following URL:

www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

- 3.1.2 **Non-Optimized Services (U.S. Only).** Customer will pay the Charges for non-Optimized WAN Analysis Reporting as specified in the applicable Contract, including those below and at the following URL:

www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

- 3.1.2.1 **Private IP.** For Customers receiving non-Optimized Private IP services, the pricing for WAN Analysis Reporting is located at the following URL:

www.verizon.com/business/service_guide/reg/cp_private_ip_service.htm

- 3.1.2.2 **Managed WAN.** For Customers receiving non-Optimized Managed WAN services, the pricing for WAN Analysis Reporting is located at the following URL:

www.verizon.com/business/service_guide/reg/cp_managed_wan_services.htm



- 3.1.2.3 **Managed LAN.** For Customers receiving non-Optimized Managed LAN services, the pricing for WAN Analysis Reporting is located at the following URL:
www.verizon.com/business/service_guide/reg/cp_managed_lan_services.htm
4. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to WAN Analysis Reporting:
www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

Attachment B

Internal Services Department, Los Angeles County
Contract No. MA-IS-2440230-1

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2440230-1		VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2625778		
CELLCO PARTNERSHIP PO BOX 19603 IRVINE CA 92623-9603			BUYER: Lorena Sandoval		
			PHONE: 323-267-2206		
			EMAIL: lsandoval@isd.lacounty.gov		
			VENDOR NO: 166213		
			CONTACT: Don Kantanon		
			PHONE: 562-233-5414		
			FISCAL YEAR:		
			EFFECTIVE DATE: 05/01/24		
			EXPIRATION: 05/01/27		
WIRELESS AND DATA SERVICE AND EQUIPMENT - CONTRACT					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-51-00-048231 WIRELESS COMMUNICATION SERVICE AND EQUIPMENT (VOICE) INCLUDES, BUT NOT LIMITED TO CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS, ETC. (EXCLUDING TABLETS) VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE.	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 725-51-00-048232 DATA SERVICES ONLY INCLUDES, BUT NOT LIMITED TO CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS, ETC. (EXCLUDING TABLETS) VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES	0.000		DISCOUNT	0.0000 %
Lorena Sandoval Digitally signed by Lorena Sandoval Date: 2024.05.24 12:09:36 -0700  Cliff Miller (May 24, 2024 09:25 EDT) 05/24/2024 COUNTY OF LOS ANGELES VENDOR SIGNATURE/DATE					

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-2440230-1			Page 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
3	FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE. COMMODITY CODE: 725-51-00-048233 FOR VOICE AND DATA BUNDLE SERVICES INCLUDES, BUT NOT LIMITED TO CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS. VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE.	0.000		DISCOUNT	0.0000 %
4	COMMODITY CODE: 725-51-00-048235 FOR GPS/OTHER DATA SERVICES INCLUDES, BUT LIMITED TO, IP ADDRESSES, GPS, MODEM. VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE.	0.000		DISCOUNT	0.0000 %
5	COMMODITY CODE: 725-51-00-048236 WIRELESS EQUIPMENT AND ACCESSORIES	0.000		DISCOUNT	0.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-2440230-1			Page 3
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
6	INCLUDES, BUT IS NOT LIMITED TO, CELLPHONES, SMARTPHONES, MI-FI/HOTSPOTS, HOLSTERS, BATTERIES, HANDS-FREE DEVICES, CAR CHARGERS, SIM CARDS, REPLACEMENTS FOR LOST OR DAMAGED EQUIPMENT, ETC (EXCLUDES TABLETS) VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE. COMMODITY CODE: 725-51-00-048231 TWO-WAY PAGING SYSTEM (NON-SATELLITE BASED) VENDOR PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE ARE CONTAINED IN VERIZON WIRELESS ATTACHMENT A - LA COUNTY PRICING EXHIBITS, HOWEVER IT IS NOT AN INCLUSIVE OFFERING LIST. SERVICES: VERIZON WIRELESS PROVIDES A 23% PERCENTAGE DISCOUNT ON MONTHLY ACCESS FEES FOR MONTHLY ACCESS-FEE DISCOUNTS QUALIFYING CALLING PLANS AND DATA FEATURES. EQUIPMENT: CONTRACTOR COMPLETE PRODUCT AND SERVICE OFFERING, PRICE LIST AND DISCOUNT STRUCTURE ASSOCIATED WITH THIS COMMODITY LINE CAN BE ACCESSED VIA CONTRACTOR WEBSITE (WWW.VERIZONWIRELESS.COM).	0.000		DISCOUNT	0.0000 %

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2440230-1	Page 4
TERM THE TERM OF THIS AGREEMENT SHALL BE THREE (3) YEARS UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS SOLICITATION. NO LESS THAN 60 DAYS PRIOR TO EXPIRATION OF THE INITIAL TERM, COUNTY MAY, EXTEND THE AGREEMENT FOR TWO (2) ADDITIONAL 12-MONTH EXTENSIONS. PRICING, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH RFB-IS-23201148, ATTACHMENT A - LA COUNTY PRICING EXHIBITS, ATTACHMENT B - AGREED UPON EXCEPTIONS TO RFB-IS-23201148, AND THIS MA-IS-2440230. ORDERING: STATE CONTACT FOR: TECHNICAL ASSISTANCE: NAME: Don Kantanon TELEPHONE: 562 233 5414 PLACING ORDERS: NAME: Don Kantanon TELEPHONE: 562 233 5414 MAIL PURCHASE ORDER TO Cellco Partnership d/b/a Verizon Wireless Attn: Don Kantanon 15505 Sand Canyon Avenue, Building Irvine, CA 92618 TELEPHONE NUMBER_800.922.0204 (Customer Service)		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2440230-1	Page 5
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed. PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles. ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation. Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement. CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2440230-1	Page 6
PROHIBITION AGAINST USE OF CHILD LABOR VENDOR shall: 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor. A. Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. B. Written Employee Jury Service policy. 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2440230-1	Page 7
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material. breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent. ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county. B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange. assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT) 1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C). 2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. 3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. FEDERAL UNIFORM GUIDELINE CLAUSE By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2440230-1	Page 8
COMPLIANCE WITH COUNTY POLICY OF EQUITY The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.		

Definitions:

1. **Customer:** A Purchasing Entity as defined under the Agreement
2. **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.
3. **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.
4. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
5. **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.
6. **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.
7. **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.
8. **Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.
9. **Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
10. **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

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. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. 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. 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 purchased 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.

Term of Lines (Line Term): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

M2M Management Center (ThingSpace Manage): 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.

Custom Offer Details

County Liable Lines (CLEU) Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

County Liable Lines (CLEU) Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Employee Liable Lines (ELEU) Access Discount: Employee Subscribers are eligible for a 22% access discount on eligible consumer voice and data calling plans \$34.99 and higher. For additional information, see Verizon Wireless Plan and Feature Details, Employee Discount Program.

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain requirements. If a line with a subsidized device or other credits or incentives is not activated within thirty (30) days following delivery of the device, or if the line is terminated or moved to a lower-priced plan before completion of the designated active and billing line term ("Line Term"), an Offer Recovery Fee ("ORF") will be charged. The ORF is the total amount of device discounts, and other credits and incentives received at the point of sale, reduced equally over the Line Term. The initial ORF will be specified with point-of-sale material.

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Wireless Voice and Data

4G Nationwide for Government Voice Share and Unlimited Data Plans**Government Subscribers Only****The plans below reflect the monthly access fee discount. No additional discounts apply.**

Monthly Access Fee (non-share)	\$61.53 (74510)	\$78.19 (74512)	\$93.58 (74514)
Monthly Access Fee after discount (non-share)	\$47.38	\$60.21	\$72.06
Monthly Access Fee (Account Share)	\$64.09 (74511)	\$80.76 (74513)	\$96.16 (74515)
Monthly Access Fee after discount (Account Share)	\$49.35	\$62.19	\$74.04
Monthly Access Fee (Profile Share)	\$64.09 (76369)	\$80.76 (76370)	\$96.16 (76371)
Monthly Access Fee after discount (Profile Share)	\$49.35	\$62.19	\$74.04
Monthly Anytime Voice Minutes	400	600	1000
Voice Overage Rate	\$0.25 per minute		
Mobile to Mobile Minutes	Unlimited		
Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance¹	Unlimited		
Domestic Text, Picture and Video Messages	Unlimited		
Friends & Family (up to 10 numbers per account)	Included		
Mobile Hotspot²	\$10.00 per line (76445)		

Notes: Current coverage details 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 these plans must be on 5G Nationwide or 4G LTE smartphones.

¹ 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. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

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

Account Share Voice Sharing: At the end of each bill cycle, any unused voice 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 highest overage need.

Profile Share 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.

Custom Voice and Data Plans

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
Rate Plan #	53974
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)¹	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited

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 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 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 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.

Custom Business Plans for Basic Phones and Smartphones

Government Subscribers Only

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

	Basic Phones	Smartphones	
Monthly Access Fee with Business Email Before Discount	\$25.00	\$58.44	\$64.94
Monthly Access Fee with Business Email After Discount	\$25.00	\$45.00	\$50.00
Rate Plan #	94664/94578	31585/31582	31587
Data Allowance	100 MB (Shared)	4 GB (Shared)	Unlimited ¹
Data Overage Rate	\$10.00 per GB		N/A
Mobile Hotspot	N/A	Included ²	
Monthly Anytime Minutes	Unlimited		
Domestic Roaming and Long Distance	Included		
Domestic and International Messaging Allowance ³	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 these plans must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

¹Unlimited data does not share. If 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 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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

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.

Data Account 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.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Commercially Available Voice and Data Plans

4G FWA Backup Mobile Broadband Share Plan**This plan is not eligible for monthly access fee discounts.**

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

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.

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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	\$26.95	\$34.65	\$42.35	\$50.05	\$57.75
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 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 these plans must be on 5G Nationwide or 4G LTE data devices as listed above.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic and 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.

Unlimited Plan for Smartphones - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot^	Included
Domestic, Canada and Mexico Long Distance Toll Free^^	Included
International Messaging Allowance^^^	Unlimited

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges.

*After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

**For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day.

^Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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

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

4G Business TravelPass Feature¹

Government Subscribers Only

Rates are not eligible for discounts.

Canada and Mexico Daily Rate ²	\$0.00 (SPO 988)
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates

Notes: 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).

Public Safety Plans

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
Rate Plan #	16807
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance ¹	Unlimited
Domestic Messaging Allowance	Unlimited
5G Ultra Wide Band	Included (device dependent)

Optional Features

Domestic Mobile Hotspot (4G 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 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.

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 480p. 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.

***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 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 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	\$39.99
Rate Plan # (Jetpack, Mobile Device)	20300
Rate Plan # (Router, Permitted Stationary Device)	53910
Domestic Data Allowance¹	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. 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 rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this 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)	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 Liabile Subscribers Only

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

Monthly Access Fee	\$37.99
Rate Plan # (Jetpack, Mobile Device)	20312
Rate Plan # (Router, Permitted Stationary Device)	53913
Domestic Data Allowance¹	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. 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 rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this 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)	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

Commercially Available Machine to Machine (M2M)

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

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

Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

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

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

Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$38.50	\$61.60
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$38.50	\$61.60
Overage Rate Per Megabyte	\$0.015			

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 only among M2M Lines active on these plans. 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.

Profile Share Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB. (If using profile share the data allowance must be a least 1 MB.)

Additional Solutions and Services

Call Filter

This feature is NOT eligible for monthly access fee discounts.

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

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)	\$1,125.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	\$375.00	\$187.50	\$187.50	\$187.50
DMNR or SBA (Per build)	\$187.50 (Adding to existing Private Network Only)			
Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including the \$1,125.00 connection fee, \$375.00 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		922160 Fire Protection (except private)		
922110 Courts		922190 Other Justice, Public Order, and Safety Activities		
922120 Police Protection				

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. Deactivated Static IP addresses will go into an “aging pool” for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the “data warehouse” database along with the Static IP Address for reporting. A Static IP address is associated with the device’s MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

MobileIron [Acquired by Ivanti] Secure Unified Endpoint Management (UEM) with Direct Support Bundles: Government Subscribers

The pricing below reflects the monthly access fee discount. No further discounts apply

MobileIron Secure UEM Bundle. Endpoint management for any device (iOS, android, macOS, Windows) Apps@Work, Help@Work, and Sentry.

Optional ADD-ON features: Mobile Threat Defense (MTD) or Mobile Threat Defense Premium (MTD Premium)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit/ Per Year
MI-UEM-D-1YMC-D	MobileIron Secure UEM	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$3.00 (693472)	\$36.00 (693470)
MI-UEM-U-1YMC-D	MobileIron Secure UEM	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$4.50 (693516)	\$54.00 (693517)
MI-UEM-D-1YS-D	MobileIron Secure UEM	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$3.00 (693618)	\$36.00 (693620)
MI-UEM-U-1YS-D	MobileIron Secure UEM	Per User (5 Devices/User) (On-Premise) Subscription License for 1 Year with Direct Support.	\$4.50 (693475)	\$54.00 (693476)

MobileIron Secure UEM Premium Bundle: for UEM, Tunnel, AppConnect, Apps, Conditional Access, ZSO One

The pricing below reflects the monthly access fee discount. No further discounts apply

Optional ADD-ON features: Mobile Threat Defense (MTD), Mobile Threat Defense Premium (MTD Premium), Zero Sign-on (ZSO)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit / Per Year
MI-UEMP-D-1YMC-D	MobileIron Secure UEM Premium	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$5.63 (693563)	\$67.50 (693562)

MI-UEMP-U-1YMC-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$9.00 (693511)	\$108.00 (693512)
MI-UEMP-D-1YS-D	MobileIron Secure UEM Premium	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$5.63 (693614)	\$67.50 (693613)
MI-UEMP-U-1YS-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Subscription (On-Premise) License for 1 Year with Direct Support.	\$9.00 (693464)	\$108.00 (693465)
*Refer to the Additional Requirements below for important information				

MobileIron Zero Sign-On (ZSO) Feature: Cloud

Adaptive security and conditional access for any cloud service or in-house apps
The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit / Per Year	Annual Cost Per Unit / Per Year
MI-ZSO-U-1YC-D	MobileIron Secure UEM	Per User (5 Devices/User) Subscription License for 1 Year with Direct Support.	\$2.25 (693523)	\$27.00 (693520)

NOTE: This feature is an add-on to **Secure UEM Premium** SKUs only

***Refer to the Additional Requirements below for important information**

MobileIron Threat Defense Features: Cloud

Compatible with both MobileIron Cloud and MI Core/On premise

The pricing below reflects the monthly access fee discount. No further discounts apply

MobileIron Threat Defense Feature: Intrusion prevention system integrated into the MobileIron Client to defend against Device, Network, and Application based cyber-attacks

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTD-D-1YS-D	MobileIron Threat Defense	Per Device Cloud Subscription for 1 year with Direct Support.	\$3.00 (658460)	\$36.00 (633460)
MI-MTD-U-1YS-D	MobileIron Threat Defense	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$4.50 (658463)	\$54.00 (633462)

MobileIron Threat Defense Premium Feature: Intrusion prevention system integrated into the MobileIron Client and Advanced App Analysis

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTDPLUS-D-1YS-D	MobileIron Threat Defense Premium	Per Device Cloud Subscription for 1 year with Direct Support.	\$4.50 (658462)	\$54.00 (633461)
MI-MTDPLUS-U-1YS-D	MobileIron Threat Defense Premium	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$6.75 (658464)	\$81.00 (633463)

Notes: Includes zConsole (Cloud-based Command & Control Center) Zimperium's mobile threat management platform that monitors security incidents on zIPS-protected mobile devices and provides mobile forensic details (one per customer)

***Refer to the Additional Requirements below for important information**

Additional Requirements: MobileIron Secure UEM Bundles, MobileIron Secure UEM Premium Bundles, MobileIron Zero Sign-On (ZSO) Feature, MobileIron Threat Defense Features

Purchase Requirements:

- **MobileIron Cloud:** Minimum first time purchase of 25 licenses of Unified Endpoint Management Bundle required
- **MI Core/On premise:** Minimum 500+ Licenses Required for initial order/installation required
- **Deployment services** are required for all first time deployments.
- **Support levels** must match across all products purchased
- **Max of 5 devices/user** for Secure UEM and Secure UEM Premium bundles
- **Customers upgrading** from per Device to per User cannot downgrade
- **Enterprise Support** requires Direct Support

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

MobileIron incapptic Connect Feature: On-Premise

Self-service portal for Customer's custom app development

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Price Plan ID	Annual Cost (Per 10 Apps)
MI-INCAPPTIC-BAS-D-1YS-D	MobileIron incapptic Connect	Basic license with support for 10 apps using incapptic Connect, an app lifecycle management solution Subscription License for 1 year with Direct Support.	693468	\$15,000.00
MI-INCAPPTIC-APP-D-1YS-D	MobileIron incapptic Connect	Extension package with 10 apps, using incapptic Connect Subscription License for 1 year with Direct Support.	693567	\$15,000.00

Note: Statement of Work required.

MobileIron Professional Services - Custom Scope SOW Required

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-SOW-PUF	Professional Services - Custom defined scope (e.g. multi-site, certificate integration, health checks, follow-on services) provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour SOW required Billed Upfront	682954	\$250.00
MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	Rate per hour. 3-month period minimum. SOW required	510404	\$130.00

Note: Statement of Work required.

MobileIron Professional Services - Open Scope

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-HOURS-PUF	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour	682955	\$250.00

Note: Statement of Work required.

MobileIron Professional Services - Deployment/Implementation Packages

The pricing below reflects the monthly access fee. No discounts apply

MobileIron Professional Services: Deployment

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-SECURE-UEM-CORE	Core Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693623	\$6,250.00
MI-PS-SECURE-UEM-CLOUD	Cloud Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693525	\$3,750.00
MI-PS-SECURE-UEM-PREM-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through	N/A	693569	\$15,000.00

	UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.			
MI-PS-SECURE-UEM-PREM-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693477	\$12,500.00
MI-PS-SECURE-UEM-PREM-ADV-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693524	\$18,750.00
MI-PS-SECURE-UEM-PREM-ADV-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693478	\$16,250.00

MobileIron Professional Services: Implementation

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-PREMIUM-IMP	Premium Implementation Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	Bundled Strategy, Advisory, and Implementation * On-Site Work is required and need a PO for Travel	510397	\$25,000.00
MI-PS-MTD-ENT	MTD Implementation (1000+ devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole, zConsole policy configuration, and OS and device vulnerability risk analysis.	Remote implementation Must be purchased with or added to MobileIron Core or Cloud implementation services	693570	\$5,000.00
MI-PS-MTD-SMB	MTD Implementation (up to 1,000 devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole and zConsole policy configuration.	Remote implementation Must be purchased with or added to	693622	\$2500.00

		MobileIron Core or Cloud implementation services		
Note: Statement of Work required.				

MobileIron Professional Services –Other

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-EBF-MIGRATOR-DEVICE-LICENSE	Access to EBF Migrator per Device License(s) to support a migration to MobileIron Cloud or MobileIron Core.	50 minimum quantity purchase. Must be purchased with MobileIron Professional Services to assist with the migration (MI-PS-SOW, MI-PS-SOW-PUF, MI-PS-FIXED, MI-PS-HOURS-PUF, any of the MI-PS-C2C-MIGRATE-XXX SKUs)	682962	\$7.50

Note: Statement of Work required.

MobileIron Professional Services –Enterprise Support

The pricing below reflects the monthly access fee. No discounts apply

SKU	Product Name	Product Description	Price Plan ID	Price per Unit
MI-PSENERPRISE	MobileIron Professional Services	Enterprise Support and Strategic Account Management (annual fee). Must also have MobileIron Annual Direct Maintenance and Support	682964	\$60,000.00

Note: Statement of Work required.

MobileIron SKU Mapping for Legacy SKUs

Current Product	New Product	Add-On
Silver	MobileIron Secure UEM	MTD or MTD Premium
Gold*	MobileIron Secure UEM <u>OR</u> MobileIron Secure UEM Premium	*Dependent upon MI Secure UEM product selected
Platinum	MobileIron Secure UEM Premium	MTD or MTD Premium, ZSO

*Note: Current MobileIron Gold subscriber mapping is dependent upon individual customer requirements. See your account representative for additional details.

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.

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 <u>per device</u>	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 <u>per single user</u> 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
Product	SKU	Description	Plan ID	Monthly	Annual
Laptop Location	D1AM8LL	Laptop Location	598471	\$0.38	
			598472		\$4.50

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</u> for accounts activating less than 50 licenses. 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	JC	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	JC	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	JC	JC	✓	✓
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	JC	JC	✓	✓
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	JC	JC	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	JC	JC	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	JC	JC	✓	✓
App Security	Enforce authentication & copy/paste restrictions	JC	JC	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	JC	JC	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	JC	JC	JC	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	JC	JC	JC	✓
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	JC	JC	JC	✓

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.

Verizon Mobile for Microsoft Teams
Government Subscribers Only
Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Service Fee
Verizon Mobile for MS Teams GOVT	89561	\$4.00

Notes: Verizon Mobile for Teams feature works 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. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones.**

****Disclaimer: Customers should be aware of the following service limitations:

Emergency 911 Calls. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. [*Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations.*](#)

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer's responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

Availability:

This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

Verizon Device Protection Options

Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)

Monthly Price: Current Market Rate – See Verizon’s current Device Protection for Business Brochure for pricing details.

<https://scache.vzw.com/content/dam/support/pdf/device-protection-brochure-business.pdf>

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) – unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible.
 - WPP Smartphones/iPhones – 85913
 - WPP All Tablets & Basic - 85912
- Extended Warranty (EW) – unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers.
 - EW – 79184
 - EW Smartphones (NY) – 87309
 - EW Tablets & Basic (NY) - 87310
- Total Equipment Coverage (TEC) – combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible.
 - TEC Smartphones/iPhones – 81495
 - All Tablets & Basic - 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity’s account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at [Device Protection Brochure & Terms and Conditions Business](#). Not all options presented in the brochure are available to ordering entities.

Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

IMPORTANT NOTE: Not all device protection options presented in the brochure are available to ordering entities.

Verizon Wireless Plan and Feature Details

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

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

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

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Friends & Family for Business: Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

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

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan. Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

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

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

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many

destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

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

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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

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

connection would otherwise be idle or “any keep alive” functions, unless they adhere to Verizon Wireless” requirements for such usage, which may be changed from time to time.

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

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment’s native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess ManagerSM and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves

the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

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

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

Data Roaming: International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

M2M Data Plan Share Options

- **Share Options:** Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.
- **Account Share:** Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.
- **Profile (Multi-Account) Share:** Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.
- **Note:** 1A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Verizon Wireless Private Network Terms and Conditions

Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. 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. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

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 January 1, 2020, the basic FUSC rate is 21.2% and changes quarterly. If the customer does not exceed the included number of minutes, the FUSC rate for bundled minute plans is 6.148%; the 21.2% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

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. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.15 per line for all other services.

Call Filter Service Attachment

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.
3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.
5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

The caller's identity may not show if they are labeled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the

Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.
11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon		Copyright		Department
1320	North	Courthouse	Road,	9
Arlington,		Virginia	22201,	U.S.A.
Fax				703.351.3669
Email				DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:

- <https://realm.io/legal/developer-license-terms/>
- <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
- https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#/apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
- https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#/apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
- <https://github.com/rnapierr/RNPinnedCertValidator/blob/master/LICENSE>
- <https://github.com/scalessec/Toast/blob/master/license>
- <http://www.apache.org/licenses/LICENSE-2.0>
- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.
16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer **agrees** to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls through the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.

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 ("**Verizon**", "**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 the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month-to-month basis. 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 companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your

responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.

4. Verizon Mobile for Microsoft Teams Management and Support

- **Verizon Management.** Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.
- **Microsoft Management.** Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

5. Feature Responsibilities

Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

Feature	Verizon	Microsoft Teams
7 digit dialing		X
10 digit dialing	X	X
911 Call Delivery	X	
911 Location Configuration		X
Alternate Numbers with Distinctive Ring		X
Anonymous Call Rejection		X
Auto Receptionist		X
Barge-In Exempt		X
Busy Lamp Field (Monitoring)		X
Call Forwarding Always		X
Call Forwarding Busy		X
Call Forwarding No Answer		X
Call Forwarding Selective		X
Call Forwarding When Not Reachable (Business Continuity)		X
Call History		X

Call Hold and Resume		X
Call Intercept		X
Call Logs with Click to Dial		X
Call Notify		X
Call Queue Agent		X
Call Recording		X
Call Redial		X
Call Return		X
Call Transfer		X
Call Waiting (for up to 4 calls)	X	
Call Waiting ID	X	
Connected Line ID Restriction		X
Directed Call Pickup		X
Directed Call Pickup with Barge In		X
Do Not Disturb		X
Enterprise Phone Directory		X
Executive/Executive Assistant		X
Extension Dialing, Variable Length		X
Feature Access Codes / Star Codes		X
File Transfer		X
Hoteling		X
Hoteling Guest		X
Hunt Group		X
Inbound Caller ID Number*	X	
Inbound Caller ID Name*	X	
Inbound Fax to Call		X
Multiple Line Appearance		X
Native Dialer call routing	X	
N-Way Calling		X
Offnet call delivery	X	

Outbound Caller ID Blocking		X
Outbound Caller ID Name*	X	
Outbound Caller ID Number*		X
Personal Phone Directory		X
Priority Alert		X
Privacy		X
RTT/TTY	X	
Selective Call Acceptance		X
Selective Call Rejection		X
Sequential Ring		X
Shared Call Appearance		X
Share Name ID	X	
Simultaneous Ring		X
SMS/MMS/RCS	X	
Speed Dial 100		X
User Web Portal		X
Video (Point to Point)		X
Visual Voicemail		X
Voicemail		X
VZW VoLTE call delivery	X	

- “x” defines responsible party

Key Definitions

- **Inbound Caller ID Number** – This is supported and displayed as received by Verizon.
- **Inbound Caller ID Name** – Receipt of Inbound CNAM is dependent on the wireless subscriber’s active subscription to the *Premium Caller ID Calling Name* service offered by Verizon.
- **Outbound Caller ID Number** – Supported through Microsoft Teams Caller ID Policy Settings.
- **Outbound Caller ID Name** – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

6. Charges

- **Charge Initiation.** For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will

begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

- **Charge Termination.** Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.
- **General.** Charges for international use may apply according to your Verizon Wireless calling plan. 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.

7. Emergency 911 Calls

- **Description.** 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.
- **Microsoft Configuration.** It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.
- **Data or Wi-Fi Origination.** When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.
- **Emergency Calling Testing.** Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.
- **End User Notification.** You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

8. Privacy. We may use information about your use of the Service in accordance with the [Verizon Privacy Policy](#).

- **Vendor Privacy.** Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

9. Confidentiality. You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

10. Third Party Products

- **General.** If you use any third party products or applications with Verizon Mobile for Microsoft Teams, you authorize us to share information with third parties, including Microsoft, 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.

- **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 you and your end user's use of such products and applications.

11. Service Limitations

- **Services Compatibility.** The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.
- **(x)11 Services.** Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.
- **Dial Plan Conflicts.** Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified
- **Short Dial.** Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.
- **Voice Mail Removal and Retention.** Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.
- **Wireless Priority Service.** Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.
- **Network Performance Dependency.** Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non-Verizon owned data networks for app or IP phone connectivity.
- **Domestic (US Based) Data Handling Dependency.** You must address directly with Microsoft Teams their handling of your data.

12. 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 THAT YOU AND YOUR END USERS WILL 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.

13. Service. We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

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 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 obtaining available patches to address security, interoperability and/or performance issues.

14. Disclaimer of Warranty. THE SERVICE AND THIRD PARTY PRODUCTS 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 OR YOUR END USERS DOWNLOAD THE MICROSOFT TEAMS 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 YOU OR YOUR END USERS USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Employee Discount Program

Your employee end users have discount options available to them to take full advantage of Verizon's services.

Monthly Access Discounts

Your employee end users may be eligible for an employee discount as set forth in your Custom Offer Details. These discounts apply to the monthly access fees on eligible plans; some plans and features may not qualify for discounts.

If your organization uses its own domain to manage its corporate email, your employees can obtain their employee discount by activating wireless service or registering their existing Verizon wireless lines using our online tools and receive registration information at their work email address. If not, most Verizon Wireless retail stores can also enroll your employees' lines of service for these discounts. In some cases, however, they may need to provide additional information at www.verizon.com/discounts/ to complete the request.

Each employee's participation in this program is contingent on:

- Proof of employment: Upon our request, your organization must confirm the employment status of persons identified as employee end users
- Qualification under normal Verizon wireless credit criteria
- Employee end users with any of these statuses qualify for the discount:
 - Account Owner or Account Manager (may be applied to only one account that is not in the Account Manager's name)
 - Employed by or associated with the organization
 - Meet the account verification and documentation requirements

Verizon Up

Your employee end users (standard monthly only) can enjoy Verizon Up. Verizon Up is a single destination where customers can view their personalized offers - from upgrades to Verizon accessory offers. The Verizon Up experience combines offers with content and benefits such as getting the most out of their plan, and a place to provide input via surveys. No enrollment is required.

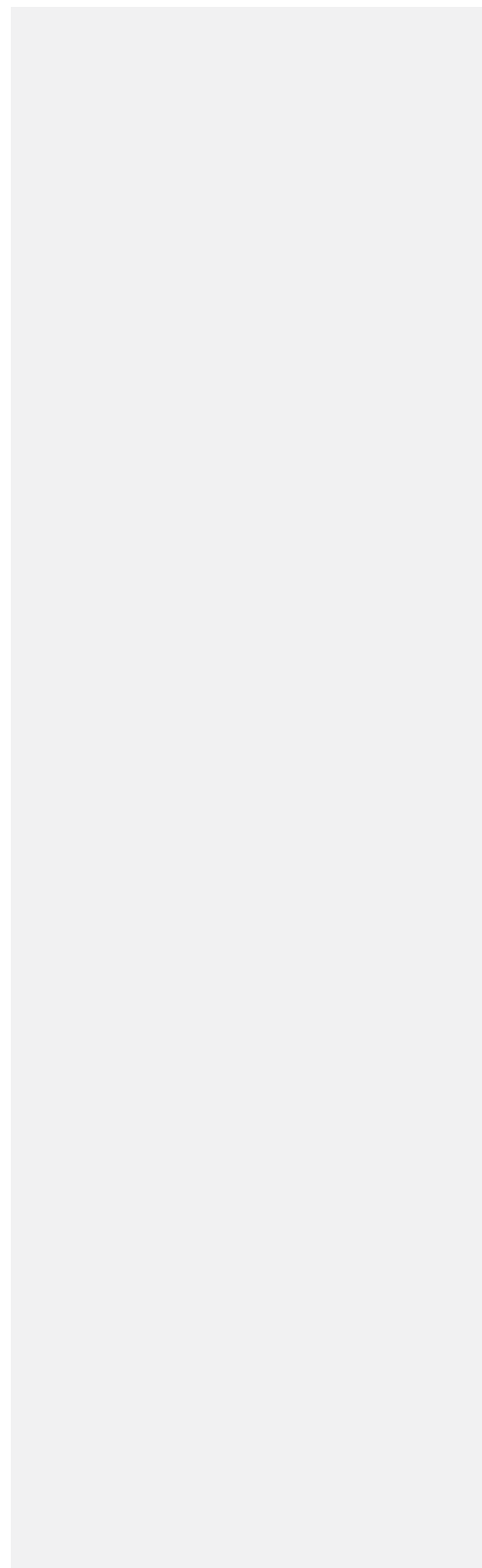
Verizon Up includes:

- Best Offers: Offers personalized for you, when you consider upgrading your device, adding a line, or a new plan.
- Featured Offers: Discounts from Verizon that you can claim when they appear. Claim one, or claim them all. They're always changing and available to you if you are eligible.
- Make the most of your plan: Highlights unused benefits from your Unlimited plan that are not currently activated, such as Apple Arcade® or Disney+.
- Super Tickets: Access to our most exclusive experiences, including sports and concerts. They're first come, first served, and only a limited number of Super Tickets are made available. If you qualify, you can try to claim Super Tickets. Please Note: Learn about Verizon Up terms and conditions and restrictions (<https://www.verizon.com/support/verizon-up-legal/>).
- Presale tickets: Exclusive access to purchase tickets for the artists you love, before they're available to the general public. If you qualify, you are able to purchase Presale tickets. Tickets are first come, first served, and there is a limit of 4 Presale tickets per event, unless the artist sets a lower limit.

- **Select Seats:** An exclusive benefit to access tickets available for a limited time during the general public on-sale and can only be purchased by Verizon customers.
- **Survey:** Provide feedback on Verizon Up and the offers you receive, as well as express your personal preferences, so we can continue to enhance and personalize your Verizon Up experience.
- **Keep Track of it All:** Find offers you've claimed and have not used, as well as view some of the services you have with Verizon.

Additional terms and conditions may apply. Visit Verizon Up (<https://www.verizon.com/featured/verizon-up/>) for more information.

	REQUEST FOR BID	SOLICITATION RFB-IS-23201148-1
	INTERNAL SERVICES DEPARTMENT	BID DUE: 07/12/23 12:00:00 PM
WIRELESS AND DATA SERVICE AND EQUIPMENT - CONTRACT		
BUYER : Christopher Lee BUYER PHONE : 323-267-2060 BUYER EMAIL : cleee3@isd.lacounty.gov DATE ISSUED : 06/28/23 REQ. DEPARTMENT : IS AGENCY REQ. NO. : WIRELESS REQ. NO. FISCAL YEAR : SCHEDULED BEGIN DATE : NUMBER OF COMMODITY LINES : 6 PROCUREMENT FOLDER 2625778	Visit Vendor Self Service (VSS) portal to upload and submit your bid response at: http://lacovss.lacounty.gov For assistance responding online, please contact the County ISD Procurement Help Desk at: EDL-ePROC_FUNC@isd.lacounty.gov	
INSTRUCTIONS: Submissions will only be accepted via the online Vendor Self Service (VSS) portal. No paper bids will be accepted. Visit the VSS link (http:// lacovss.lacounty.gov) to upload and submit your bid response. Bidders must attach a copy of a complete bid, including all required documentation and attachments, and Appendix A – Purchasing Required Forms. All bids must be submitted online by the closing date and time as set forth in the solicitation. Bidders are responsible for submitting a timely response and should allow themselves ample time to ensure a successful transmittal. • Please read all terms and conditions, forms, and attachments thoroughly. • Complete, sign and submit all forms labeled in “Appendix A”, and any additional attachments provided with the solicitation.		



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1. INSTRUCTIONS FOR COMPLETING THE BID

Prior to submitting a bid, all Vendors must register in the County's WebVen. WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: <http://camisvr.co.la.ca.us/webven/>.

- 1.1. EFFECTIVE OCTOBER 1, 2021, BIDS MUST BE SUBMITTED ONLINE AT: <HTTP://LACOVSS.LACOUNTY.GOV>. Bidders must attach a copy of a complete bid, including all required documentation and attachments, and Appendix A – Purchasing Required Forms. All bids must be submitted online by the closing date and time as set forth in the solicitation. Bidders are responsible for submitting a timely response and should allow themselves ample time to ensure a successful transmittal. Any response received after the scheduled closing date and time will not be accepted, unless the County Purchasing Agent determines acceptance of the bid is in the best interest of the County. Submission of hard copy (paper copy/printout) bids will not be accepted. Electronically transmitted (faxed/emailed) bids will not be accepted. For assistance responding online, please contact the County ISD Procurement Help Desk at EDL_ePROC_FUNC@isd.lacounty.gov.
- 1.2. Bid each item separately and in unit of measure specified in the solicitation.
- 1.3. Bidder must complete the right-hand column of any attached specification sheet(s) and return with their bid. If Bidder's offer is the same as the stated specifications, Bidder must indicate "As Specified." When bidding an alternate, Bidder must state the deviations or exceptions. Literature alone does not satisfy this requirement. Failure to comply with these instructions may result in rejection of the bid.
- 1.4. Bidder is solely responsible for understanding the specifications and requirements. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition. Inspections and examinations or failure to do so is at bidder's sole risk.
- 1.5. If quoting other than item specified, an alternate offer must be quoted in accordance with specification and include the manufacturer's name, a product description and model number. Alternate offers must meet functional requirements and be adequately supported by documentation and include information where specifications differ.
- 1.6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder must state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" are business days.
- 1.7. Vendor represents and warrants that all requirements have been fulfilled and the person executing this bid for the Vendor is an authorized agent who has actual authority to bind the Vendor to each and every term, condition, and obligation of this bid.
- 1.8. Bidders pre-printed terms and conditions or restrictions submitted with bid may not be accepted.
- 1.9. Prices bid must not include sales or use taxes. Bidders are required to provide their California Sellers Permit Number or their Sellers Certificate of Registration-Use Tax Number on Exhibit 2, Certification

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of Compliance in Appendix A – Purchasing Required Forms. If you are uncertain as to whether you have such a number or have any questions, please contact the State Board of Equalization at www.boe.ca.gov or call 1-800-400-7115.

- 1.10. No charges will be allowed unless specified in the bid.
- 1.11. If required, samples of items must be furnished at no cost. Unless specifically requested, bidders should not submit samples. All samples must be returned to Vendor in working condition.
- 1.12. Bids are subject to acceptance at any time within thirty (30) calendar days of the closing date, unless otherwise stated.
- 1.13. County will not return bids for change/correction after receipt.
- 1.14. Intentionally Omitted.
- 1.15. Changes or modifications to specifications or conditions to this solicitation must only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, will be binding.
- 1.16. Unless County specifically agrees in writing, any other terms and conditions will have no force or effect.
- 1.17. Gratuities: It is improper for any County officer, employee or agent to solicit consideration, in any form, from a bidder with the implication, suggestion or statement that the bidder's provision of the consideration may secure more favorable treatment for the bidder in the Award of the contract or that the bidder's failure to provide such consideration may negatively affect the County's consideration of the bidder's submission. A bidder must not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the Award of the contract.
- 1.18. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.
- 1.19. This request is a solicitation only and is not intended or to be construed as an offer by the County to enter into any Award or other Agreement.
- 1.20. All bids must include a complete "Exhibit 1, Proposer's Organization Questionnaire/Affidavit", "Exhibit 2, Proposer's Certification of Compliance", "Exhibit 3, Request for Preference Consideration", "Exhibit 4, Commercially Useful Function Certification Form", "Exhibit 5, Declaration", "Exhibit 6, Community Business Enterprise CBE Information (Excel Worksheet)", "Exhibit 7, Certification of Compliance (COVID-19 Vaccinations of County Contractor Personnel)"

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and "Exhibit 8, Prevailing Wages" attached hereto in Appendix A – Purchasing Required Forms. Bids received that do not include all completed Appendix A forms may be labeled non-responsive as an incomplete submission at County's discretion.

- 1.21. Small Business Enterprise (SBE), Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Social Enterprise (SE), and Community Business Enterprise (CBE) are encouraged to bid.
- 1.22. Wherever possible, bidders are encouraged to subcontract portions of the work to responsible and qualified SBE, LSBE, DVBE, SE, and CBE.
- 1.23. Bidders are reminded to thoroughly review all solicitation documents.
- 1.24. Each person by submitting a response to this solicitation certifies that such bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Chapter 2.160, retained by bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code.
- 1.25. All bids submitted in response to the solicitation become the exclusive property of the County and will be regarded as public records. Exceptions will be those elements set forth in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not, in any way, be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary" the bidder agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- 1.26. Review of Solicitation Requirements and Specifications: A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation. This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).
- 1.27. County's Quality Assurance Plan. Subsequent to any Award, the County or its agent will evaluate vendor's performance on not less than an annual basis. Such evaluation will include assessing vendor's compliance with all Award terms and performance standards. Vendor deficiencies which County determines are severe or continuing and that may place performance of the Award in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and vendor. If improvement does not occur consistent with the corrective action measures, County may terminate or impose other penalties as specified in the Award.
- 1.28. Bidder must not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or logo of the County or any County departments without

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the County's prior written consent.

- 1.29. Bidders Adherence to County's Child Support Compliance Program. Bidders must fully comply with all applicable state and federal reporting requirements for its employees and all lawfully served Wage and Earnings Assignment Orders and Notice of Assignments and continue to maintain compliance during the term of any Award made pursuant to this solicitation. Failure to cure a default within ninety (90) days of notice by the County, will be cause for termination of an Award or initiation of debarment proceedings against the non-compliant Vendor (County Code Chapter 2.202)
- 1.30. Time Off for Voting. Vendor must notify its employees and must require each subcontractor to notify its employees and provide information regarding the time off for voting (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every vendor and subcontractor must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
- 1.31. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to Award.
- 1.32. County reserves the right to request clarification of any bid, prior to the bid Award.
- 1.33. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.
- 1.34. County reserves the right to select the bidder which County determines in its sole discretion, to be the most responsive and responsible bidder.
- 1.35. County reserves the right to negotiate price, terms and conditions with the selected bidder.
- 1.36. Contractors with Unresolved Disallowed Costs: If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

2. ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE

Vendor is defined as the contractor, supplier, reseller, service provider, or other business entity who has entered into an Award with the County

- 2.1. No other conditions or modifications of these terms and conditions will be effective unless agreed to

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in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to any of the bidder's terms and conditions submitted in response to the solicitation will not be construed as a waiver of the County's terms and conditions or as an acceptance of the bidder's terms and conditions.

2.2. DELIVERY:

Delivery date will be as stated herein.

F.O.B DELIVERED: Freight pre-paid and allowed.

2.3. INVOICES:

Vendor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the Award. Vendor must prepare invoices, which must include the Award number and charges owed to the Vendor by the County under the terms of this Award. Vendor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

2.4. PRICE/SALES TAX:

Unless otherwise specified herein, the prices do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., will be allowed unless specified herein.

2.5. PAYMENT TERMS:

Unless otherwise specified herein, payment terms are net thirty (30) days from the date

County receives a correct and proper invoice. In no event will County be liable for any late charges. Cash discount periods will be computed from the date the County receives a correct and proper invoice. Vendor must submit monthly invoices to the County by the 15th calendar day of the month following the month of service.

Local Small Business Enterprises – Prompt Payment Program fifteen

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

2.6. WARRANTIES:

As part of the wireless device equipment package, County will receive a manufacturer's equipment warranty, which is typically one year in length. Your users may contact Vendor Customer Service at any time to speak with Tech Support if an issue arises. If Tech Support is unable to resolve the issue, these options are available to you.

0 to 30 Days

County may return or exchange new wireless equipment purchased from us for any reason within 30

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days of the original date of purchase. If a replacement device is not obtained, your organization may incur a restocking fee, Early Termination Fee or Offer Recovery Fee. Please Note: If the device was activated before returning/exchanging it, your organization will be liable for any service charges associated with the line.

31 Days to 12 Months

If a device is found to be defective after 30 days but less than 12 months after the purchase date, and the malfunctioning device is within the manufacturer's warranty period, you may obtain a new device. The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

13 Months to 23 Months

If the defective device is beyond the manufacturer's warranty period and is not covered by a device protection program such as Total Mobile Protection for Business, a replacement device may be purchased for a reduced price.

Please contact your Account Manager, Edward Waniss, to determine your best option.

24 Months or More

If a device is found to be defective 24 months or more after the purchase date, and is not covered by an equipment protection program, County may be eligible to upgrade at the discounted government equipment price, based on your Agreement.

2.7. COVENANT AGAINST GRATUITIES:

Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing an Award or favorable treatment with respect to any determination concerning the performance of the Award. In the event of breach of this warranty, County will be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

2.8. CANCELLATION:

Unless otherwise specified herein, County may cancel all or part of the Award at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Award may be charged County for cancellation with less than thirty (30) days prior written notice.

2.9. TERMINATION FOR CONVENIENCE:

Any agreement may be terminated, when such action is deemed by County to be in its best interest. Termination will be effected by delivery to Vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which must be no less than ten (10) days after the notice is sent. After receipt of a notice of termination, Vendor must submit its termination claim and invoice to County, in the form and with any certifications as may be prescribed by County. Such claim and invoice must be submitted promptly, but no later than three months from the effective date of termination. Upon failure of Vendor to submit its termination claim and invoice within the time allowed, County may determine on

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the basis of information available to County, the amount, if any, due to Vendor in respect to termination, and such determination will be final. When such determination is made, County will pay Vendor the amount so determined. Vendor must honor orders accepted on or before the effective date of termination.

Offer Recovery Fee

If a line of service associated with Subsidized Equipment or a Bill Incentive Credit (BIC) is canceled prior to completing the Line Term, Vendor will charge an Offer Recovery Fee (ORF), which reflects device discounts and credits associated with this device offer. The initial dollar amount of the ORF associated with a device purchased with this offer will be specified in County point-of-sale materials. The ORF will be reduced equally each month throughout the Line Term for as long as the line remains active and billing.

2.10. TERMINATION FOR IMPROPER CONSIDERATION:

- 2.10.1. County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under the Award if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Award or securing favorable treatment with respect to the Award, amendment, or extension of the Award or the making of any determinations with respect to the Vendor's performance pursuant to the award. In the event of such termination, the County will be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.
- 2.10.2. Vendor must immediately report any attempt by a County officer or employee to solicit such improper consideration to the Los Angeles County Fraud Hotline at <https://fraud.lacounty.gov/>, via email to fraud@auditor.lacounty.gov, or by phone at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

2.11. TERMINATION FOR INSOLVENCY:

- 2.11.1. County may terminate this Award forthwith in the event of the occurrence of any of the following: Insolvency of the Vendor. Vendor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Vendor is insolvent within the meaning of the Federal Bankruptcy Code;
- 2.11.2. The filing of a voluntary or involuntary petition regarding the Vendor under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Vendor; or the execution by the Vendor of a general assignment for the benefit of creditors. The rights and remedies of the County provided in this Paragraph 2.11 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Award.

2.12. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

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Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Award, upon which the County may in its sole discretion, immediately terminate or suspend this Award.

2.13. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Award, the County will not be obligated for the Vendor's performance hereunder or by any provision of this Award during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Award in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Award, then this Award will terminate as of June 30 of the last fiscal year for which funds were appropriated. County will provide Vendor thirty (30) days written notice of any such non-allocation of funds. County will be liable for charges for products and services ordered and delivered as of the date of termination.

2.14. TERMINATION FOR DEFAULT:

County may, by written notice to the Vendor, terminate the whole or any part of the Award, if, in the reasonable judgment of the County:

- 2.14.1. Vendor has materially breached the Award; or
- 2.14.2. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Award; or
- 2.14.3. Vendor fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Award and under each case under Paragraph 2.14, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 2.14.4. In the event that the County terminates the Award in whole or in part as provided in Paragraph 2.14, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Vendor will be liable to the County for any and all excess costs incurred by the County, as reasonably determined by the County, for such similar goods and services. The rights and remedies of the County will not be exclusive and are in addition to 15 any other rights and remedies provided by law or under the Award.
- 2.14.5. Except with respect to defaults of any subcontractor, the Vendor will not be liable for any such excess costs of the type identified in Paragraph 2.14.4 if its failure to perform arising out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either

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its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Vendor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 2.14.6. If, after the County has given notice of termination under the provisions of Paragraph 2.14 it is determined by the County that the Vendor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 2.14.5. The rights and remedies of the County provided in this Paragraph 2.14 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Award.

2.15. CONFLICT OF INTEREST:

- 2.15.1. No County employee whose position with County enables such employee to influence an Award, will be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Award. No officer or employee of Vendor, who may financially benefit from this Award will in any way participate in County's approval or ongoing evaluation of this purchase.

Vendor must comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Award. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

2.16. GOVERNING LAW AND VENUE:

This Award will be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding the Award, and further agrees and consents that venue of any action hereunder will be exclusively in the County of Los Angeles, California.

2.17. COMPLIANCE WITH LAWS:

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2.17.1. Vendor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the Award are hereby incorporated herein by reference.

2.17.2. Vendor must indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

2.18. INDEMNIFICATION:

Vendor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to Vendor's performance under the Award, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

2.19. INVALIDITY, REMEDIES NOT EXCLUSIVE:

If any provision of the Award or the application thereof to any person or circumstance is held invalid, the remainder of the Award and the application of such provision to other persons or circumstances will not be affected thereby. The rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies in law or equity.

2.20. HAZARDOUS MATERIALS:

Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

2.21. NONDISCRIMINATION:

By acceptance of the Award, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor must allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same will constitute a material breach of Award upon which the County may determine to cancel, terminate, or suspend the Award. The parties agree in the event the Vendor violates any of the anti-discrimination provisions of this Award, the County will, at its sole option, be entitled to the sum of five hundred (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Award.

2.22. FORCE MAJEURE:

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2.22.1. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Award, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

2.22.2. Notwithstanding the foregoing, a default by a subcontractor of Vendor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Vendor and such subcontractor, and without any fault or negligence of either of them. In such case, Vendor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Vendor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.22.3. In the event Vendor's failure to perform arises out of a force majeure event, Vendor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

If the Vendor's prices decline or should the Vendor at any time during the term of this Award provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Award, then such lower prices must be immediately extended to the County.

2.23. **NON-EXCLUSIVITY:**

Nothing herein is intended nor must be construed as creating any exclusive arrangement with Vendor. The Award will not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

2.24. **MOST FAVORED CUSTOMER: Intentionally Omitted.**

2.25. **WAIVER:**

No waiver by the County of any breach of any provision of the Award will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time,

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any provision of the Award must not be construed as a waiver thereof. The rights and remedies set forth in this provision will not be exclusive and are in addition to any other rights and remedies provided by law or under the Award.

2.26. ACCEPTANCE:

Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period must not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in the Award.

2.27. AGREEMENT MODIFICATIONS:

The Award and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. The Award must not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make amendments agreed upon by the parties by issuance of an official change notice.

2.28. INDEPENDENT CONTRACTOR STATUS:

- 2.28.1. The Award is by and between the County and the Vendor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Vendor must be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to the Award all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, federal, state or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.
- 2.28.2. Vendor understands and agrees that all persons performing work pursuant to the Award are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor must be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to the Award. ages and reduce the delay caused by such force majeure event.

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2.29. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS⁴:

2.29.

CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority. Gain/Grow program participants may access Verizon's website to apply for any job openings. Applications for all Verizon job openings must be completed [online](#).

2.30. SAFELY SURRENDERED BABY LAW:

Vendor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Vendor understands that it is the County's policy to encourage all County vendors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in a prominent position at the Vendor's place of business. Vendor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

2.31. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

- 2.31.1. Vendor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from an Award are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 2.31.2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Vendor's duty under the Award to comply with all applicable provisions of law, the Vendor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California U Insurance Code Section 1088.5, and must implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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2.31.3. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

Failure of Vendor to maintain compliance with the requirements set forth in the paragraphs under " CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" will constitute default under the Award. Without limiting the rights and remedies available to County under any other provision of this Award/Purchase Order, failure of Vendor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Award/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of Vendor, pursuant to County Code, Chapter 2.202.

2.32. **PAYROLL RECORDS:**

2.32.1. Wherever required, the Vendor must comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). Vendor and Vendor's subcontractors will be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive Award. All certified payroll records must indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. Vendor will be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Award formulated as a result of this inquiry.

2.32.2. Certified Payroll must be submitted upon request and must include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

2.33. **PREVAILING WAGE SCALE:**

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- 2.33.1. Wherever required: Vendor must comply with all provisions of the Labor Code of the State of California.
- 2.33.2. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Award that may be awarded by the County.
- 2.33.3. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Vendor or his/her subcontractor.
- 2.33.4. Current prevailing wage rates may be obtained at:
www.dir.ca.gov/DLSR/PWD/Apprentice.htm
 Division of Labor Standards Enforcement
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102 (415) 703-4810

2.34. RECORDS RETENTION AND AUDIT, FEDERAL OR STATE FUNDED PURCHASES:

Vendor must maintain in good and legible condition all books, documents, papers, and records related to its performance under the Award. Such records must be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Award and for a period of at least three years following the County's final payment under the Award, unless other matters, such as an audit or litigation, are not closed. All books, documents, papers, and records related to the Vendor's performance under the Award must be retained in a manner described above until all such other matters are closed, regardless of the duration.

2.35. FEDERAL EARNED INCOME CREDIT:

Vendor must notify its employees, and must require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

2.36. RECYCLED BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Vendor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible.

3. INSURANCE COVERAGE REQUIREMENTS

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3.1. GENERAL INSURANCE REQUIREMENTS:

Without limiting Vendor's indemnification of County and during the term of any Agreement formulated from this inquiry, Vendor must provide and maintain, the following programs of insurance specified below or in any Agreement formulated from this inquiry. Such insurance must be primary and not contributing with any other insurance or self-insurance programs, must be maintained at Vendor's own expense, and must apply with respect to liability arising from or related to Vendor's acts, omissions or operations.

3.2. GENERAL LIABILITY:

Insurance (written on ISO Policy Form or its equivalent) with limits of \$2,000,000 per occurrence for bodily injury (including death) and property damage and \$2,000,000 General Aggregate: including Products/Completed Operations \$2,000,000 Aggregate and Personal and Advertising Injury

3.3. EVIDENCE OF INSURANCE:

- 3.3.1. Certificate(s) of insurance coverage (Certificate) reasonably satisfactory to County, and a copy of the Blanket Additional Insured endorsement confirming County and its elected officials, officers and employees evidencing additional Insured status under the Vendor's General Liability policy, must be delivered to County at the address shown below, and must be provided prior to commencing services under this Award.
- 3.3.2. Renewal Certificates must be provided to County within fifteen (15) days of the Vendor's policy expiration dates.
- 3.3.3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Award by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Vendor identified as the contracting party in this Award. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and list any County required endorsement forms.
- 3.3.4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Vendor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 3.3.5. Certificates and copies of any required endorsements must be sent to:
County of Los Angeles – ISD
1100 N. Eastern Avenue RM #G115
Los Angeles, CA 90063

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3.3.6. Vendor also must promptly report to County any injury or property damage accident or incident, including any injury to a Vendor's employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Vendor. Vendor also must promptly notify County of any third party claim or suit filed against Vendor or any of its subcontractors which arises from or relates to this Award and could result in the filing of a claim or lawsuit against Vendor and/or County.

3.4. AUTOMOBILE LIABILITY:

3.4.1. Commercial Automobile Liability insurance (provide coverage equivalent to ISO policy form) in an amount of \$1 million combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired autos as each may be applicable.

3.5. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:

3.5.1. Insurance providing workers compensation benefits, as required by the Labor Code of the state of California or by any other state, and for which Vendor is responsible and employers' liability coverage with limits as follows:

Each Accident: \$1 Million
Disease – Policy Limit: \$1 Million
Disease – Each Employee: \$1 Million

3.6. INSURER FINANCIAL RATINGS:

3.6.1. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by County.

3.6.2. Notification of incidents, claims or suits: Vendor must report to County:

1. Any accident or incident relating to services performed under subsequent Agreement which involves injury or property damage which may result in the filing of such a claim or lawsuit

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against Vendor and/or County. Such report must be made in writing within 24 hours of occurrence.

2. Any third party claim or lawsuit filed against Vendor arising from or related to services performed by Vendor under subsequent Agreement.
3. Any injury to a Vendor's employee which occurs on County property. This report must be submitted on a County "Non-Employee Injury Report" to the County Contract Manager.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Vendor under the terms of subsequent Agreement. Compensation for County costs: In the event that Vendor fails to comply with any indemnification or insurance requirements of subsequent Agreement, and such failure to comply results in any costs to County, Vendor must pay full compensation for all costs incurred by County.

3.7. INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS:

Vendor must ensure any and all contractors and subcontractors performing services under subsequent Agreement obtain and maintain substantially the same insurance as required of Vendor with limits commensurate with the work or service to be provided including the County as an additional insured as their interest may appear. Vendor shall provide the County with certificates of insurance evidencing the contractors and subcontractors insurance coverage.

3.7.1.

3.8. FAILURE TO MAINTAIN INSURANCE:

- 3.8.1. Vendor's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of the Award, upon which County immediately may withhold payments due to Vendor, and/or suspend or terminate this Award. County, as its sole discretion, may obtain damages from Vendor resulting from said breach.
- 3.8.2. Vendor's insurance policies, with respect to any claims related to this Award, must be primary with respect to all other sources of coverage available to Vendor.

3.9. CANCELLATION OF INSURANCE

- 3.9.1. Upon receipt from its insurer(s) the Vendor shall provide the County with thirty (30) days' prior written notice of cancellation of any required coverage.

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4. VENDOR'S RESPONSIBILITY AND DEBARMENT

- 4.1. A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Award. It is the County's policy to conduct business only with responsible Vendors.
- 4.2. Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on the Award which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Award, debar the Vendor from bidding on any County solicitations for a specified period of time as determined by the County, and will terminate any or all existing agreements the Vendor may have with the County.
- 4.3. County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of the agreement with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform an agreement with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 4.4. If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.
- 4.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Vendor and/or the Vendor's representative must be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board must prepare a proposed decision, which must contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the Vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.
- 4.6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board must be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4.7. These terms will also apply to Vendor's subcontractors.
- 4.8. A listing of Vendors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:
<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

5. COUNTY'S PREFERENCE PROGRAMS

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- 5.1. The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's Contracting process by constantly continuously streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 5.2. The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at <https://dcba.lacounty.gov/>
- 5.3. **Local Small Business Enterprise (Local SBE) Preference Program:**
- 5.3.1. The County of Los Angeles Local Small Business Enterprise Preference Program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the County of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including local small businesses, are provided equal opportunities in County concession, purchasing, and contracting activities.
- 5.3.2. The LSBE must provide goods or services that contribute to the fulfillment of the Award requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the Award; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the Award, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A Vendor, subcontractor, or supplier will not be considered to perform a commercially useful function in the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transition, Award, or project through which funds are passed in order to obtain the appearance of a Local SBE.
- 5.3.3. Businesses requesting the LSBE Preference must complete and submit Exhibit 3, Request for Preference Program Consideration and Exhibit 4, Commercially Useful Function Certification Form in Appendix A – Purchasing Required Forms with their bid.
- 5.3.4. For County solicitations which are not subject to the federal restriction on geographical preferences: An LSBE is defined as: 1) A business which is certified by the State of California as a small business (<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>) and has had its principal place of business located in Los Angeles County for at least one year; or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its

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principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements.

The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- 5.3.5. For County solicitations which are subject to the federal restriction on geographical preferences: An SBE is defined as: A business that meets the federal small business criteria for the number of employees and/or revenue and maintains an active registration as a small business in the Federal System Award Management (SAM) data base. (<https://www.sam.gov>)

5.4. Disabled Veteran Business Enterprise (DVBE) Preference Program:

- 5.4.1. The County of Los Angeles Disabled Veteran Business Enterprise Preference Program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for disabled veterans within the County of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including disabled veteran business enterprises, are provided equal opportunities in County concession, purchasing, and contracting activities.
- 5.4.2. A DVBE is defined as:
1. A business which is certified by the State of California as a DVBE (https://caleprocure.ca.gov/pages/sbdvbe_index.aspx); or
 2. A business which is verified as a Service-Disabled Veteran-Owned Small Business(SDVOSB) by the Veterans Administration (<https://www.va.gov/osdbu/verification/>); or
 3. A business certified as DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer and Business Affairs' ("DCBA") inclusion policy that meets the criteria set forth by the agencies in (1) or (2), above.

5.5. Social Enterprise (SE) Preference Program:

- 5.5.1. The County of Los Angeles Social Enterprise Preference Program is a race and gender-neutral program designed to establish a purchasing and contracting preference for certified Social Enterprises that provide transitional and permanent employment, to a Transitional Workforce or provide social, environmental and/or human justice services. The Social Enterprise Preference Program is designed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure that all businesses, including Social Enterprises are provided equal opportunities in County concession, purchasing, and contracting activities.
- 5.5.2. An SE is defined as:

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A business that qualifies as a Social Enterprise and has been in operation for at least one year
(1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human services; and

A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE

- 5.5.3. Further information on Social Enterprises also available on the DCBA at:
<https://dcba.lacounty.gov/>

6. SUBCONTRACTING

- 6.1. County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders must assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

- 6.2. Reporting: The Final Report of Subcontracting Form

Upon completion of an Award, Vendor must submit the Final Report of Subcontracting and Purchases Form:

http://file.laCounty.gov/SDSInter/isd/dbw/1057776_FinalreportofsubContractingform.pdf within fifteen (15) working days. If the Award is one year or more, the Final Report of Subcontracting and Purchases Form must be submitted on a quarterly basis.

- 6.3. The form must be certified correct and accurate by signature of the bidder or its authorized representative. The Final Report of Subcontracting and Purchases Form must be submitted to the Small Business Services at:

Department of Consumer and Business Affairs
Office of Small Business
Hall of Records
320 West Temple Street Rm G-10
Los Angeles, CA 90012
OSB@dcba.lacounty.gov

7. PROHIBITION AGAINST USE OF CHILD LABOR

- 7.1. Bidder certifies that, if awarded, bidder must:

Not knowingly sell or supply to County any products, goods, supplies, or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

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Upon request, by County, identify the country/countries or origin of any products, goods, supplies or other personal property bidder sells or supplies to County, and

Upon request by County, provide to County the manufacturer's certifications of compliance with all international child labor conventions.

- 7.2. Bidder understands and agrees that, if County discovers that any products, goods, supplies or other personal property sold or supplied by bidder to County are produced in violation of any international child labor conventions, bidder must immediately provide an alternative, compliance source of supply.
- 7.3. Bidder further understands and agrees that failure to comply with the foregoing provisions will be grounds for immediate cancellation or termination of the Award and County may Award to an alternative bidder.

8. DATA DESTRUCTION

- 8.1. Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:
- <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>
- 8.2. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.
- 8.3. County must receive within ten (10) business days, a signed document from Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 8.4. Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

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- 9.1. County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Award with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 9.2. Upon Award or at the request of the A-C and/or the contracting Department, Vendor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> and Vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 9.3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 9.4. Upon Award or at any time during the duration of the agreement, a Vendor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting Department(s), will decide whether to approve exemption requests.

10. JURY SERVICE PROGRAM

- 10.1. The prospective agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Vendors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this solicitation. The Jury Service Program applies to both Vendors and their subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
- 10.2. The Jury Service Program requires Vendors and their subcontractors to have and adhere to a written policy that provides that its employees must receive from the Vendor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Vendor or that the Vendor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Vendor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Vendor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Vendor's full-time California employees, even those not working specifically on the County project
- 10.3. There are two ways in which a Vendor might not be subject to the Jury Service Program. The first is if the Vendor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "Contractor" to mean a person, partnership, corporation or other entity, which has a Contract with the County or a subcontract with a County Vendor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. The second is if the Vendor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Vendors that have 1) ten or fewer employees; and 2)

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annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Vendors that possess a collective bargaining Agreement that expressly supersedes the provisions of the Jury Service Program. Vendor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining Agreement.

- 10.4. If a Vendor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Vendor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Agreement, if applicable. Upon reviewing the Vendor's application, the County will determine, in its sole discretion, whether the Vendor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

11. COMPLIANCE WITH COUNTY POLICY OF EQUITY

- 11.1. Vendor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), <https://ceop.lacounty.gov/>. Vendor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Vendor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Vendor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Vendor to termination of Contractual Agreements as well as civil liability.

12. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Vendor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Vendor's violation of this paragraph may constitute a material breach of the Award. In the event of such material breach, County may, in its sole discretion, terminate the Award.

13. ASSIGNMENTS BY VENDOR

- 13.1. Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 13.2. Vendor must not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its reasonable discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph,

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County consent will require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement will be deductible, at County's sole discretion, against the claims which Vendor may have against County.

- 13.3. Shareholders, partners, members, or other equity holders of Vendor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Vendor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 13.4. Any assumption, assignment, delegation, or takeover of any of the Vendor's duties, responsibilities, obligations, or performance of same by any entity other than the Vendor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Vendor as it could pursue in the event of default by Vendor.

14. GENERAL AUTHORITY

- 14.1. County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.
- 14.2. Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:
- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.
- 14.3. With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant Award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.
- 14.4. County Purchasing Agent or his/her designee will be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

15. BID PROTESTS

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In accordance with County Purchasing Policy 14.13, Bid/Vendor Protest, participant bidders may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant bidders may protest any Award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

- 15.1. Upon a determination of Award, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended Award via email.
- 15.2. Non-selected Vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
- 15.3. Bid protests must be received by the Buyer within the three (3) day period, must be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- 15.4. Once an Award has been executed, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting Vendor.
- 15.5. If a bid protest is appropriately filed (i.e., prior to the Award), the Purchasing Agent may delay the Award until the matter is resolved.
- 15.6. There are, however, situations where the delay of an Award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an Award based on a Vendor protest.
- 15.7. In all cases, the County Purchasing Agent reserves the right to make an Award when it is determined to be in the best interest of the County of Los Angeles to do so.
- 15.8. Purchasing Agent will respond to all bid protests in a timely manner.
- 15.9. Purchasing Agent may refer a protest of a technical nature to the requisitioning County Department for further clarification, and will prepare a letter to the protesting Vendor, advising them of the pending action(s), and when a formal response can be expected.

TERM

THE TERM OF THIS AGREEMENT SHALL BE THREE (3) YEARS UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS SOLICITATION. NO LESS THAN 60 DAYS PRIOR TO EXPIRATION OF THE INITIAL TERM, COUNTY MAY, EXTEND THE AGREEMENT FOR TWO (2) ADDITIONAL 12-MONTH EXTENSIONS.

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business (OSB) are eligible for the

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Local SBE Preference.

EVALUATION AND AWARD:

UNLESS OTHERWISE QUALIFIED, THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE ONE AWARD, MULTIPLE AWARDS, OR A COMBINATION OF AWARDS, WHICHEVER IS IN THE BEST INTERESTS OF THE COUNTY.

COUNTY RESERVES THE RIGHT TO SELECT THE BIDDER WHICH COUNTY DETERMINES IN ITS SOLE DISCRETION, TO BE THE MOST RESPONSIVE AND RESPONSIBLE BIDDER.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT LOW OFFERS THAT STIPULATE MINIMUM ORDER REQUIREMENTS.

AUTHORIZATION:

IS YOUR COMPANY AN AUTHORIZED DISTRIBUTOR/RESELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED?

YES X⁵ NO _____

AUTHORIZING MANUFACTURER/DISTRIBUTOR: _____

AT THE TIME OF BID SUBMISSION, BIDDER MUST BE AN AUTHORIZED DISTRIBUTOR/RESELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED.

1. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED DISTRIBUTOR, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

2. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS AN AUTHORIZED DISTRIBUTOR'S AUTHORIZED RESELLER, MUST INCLUDE WITH ITS BID RESPONSE (1) A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE DISTRIBUTOR OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES, AND (2) A LETTER OF CERTIFICATION FROM THE AUTHORIZED DISTRIBUTOR ON THE AUTHORIZED DISTRIBUTOR'S LETTERHEAD CONFIRMING THAT THE RESELLER OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

⁵ Exception with clarification. Verizon is an authorized distributor/reseller/service provider for all products/services offered. Due to the large number of equipment and accessories that Verizon Wireless is authorized to resell, upon contract award and once specific equipment is identified, Verizon Wireless will provide authorization letters to meet the County's requirement upon request.

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3. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED RESELLER/SERVICE PROVIDER, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

IF THE REQUIRED LETTER(S) OF CERTIFICATION(S) IS/ARE NOT INCLUDED WITH YOUR BID RESPONSE, THE ENTIRE OFFER MAY BE DEEMED NON-RESPONSIVE IN COUNTY'S SOLE DISCRETION.

EQUIPMENT OFFERED MUST BE NEW UNUSED CURRENT MODELS FOR THE US REGION AND MUST COME WITH A MINIMUM OF 1 YEAR MANUFACTURER WARRANTY AT NO EXTRA CHARGE TO THE COUNTY.

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⁶ EQUIPMENT SHALL NOT BE GRAY MARKET.

⁷

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

DEMONSTRATION: IF REQUIRED, BIDDER MUST FURNISH A MACHINE AND OPERATOR FOR A COMPLETE DEMONSTRATION AT COUNTY INSTITUTIONS UNDER ACTUAL WORKING CONDITIONS.

⁶ We offer several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs.

Equipment Protection Programs

We offer the following programs available for an additional monthly fee:

- Total Equipment Coverage (TEC): Includes WPP and Verizon EW. TEC provides coverage against loss, theft, or physical damage (including liquid damage and cracked screens) and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add TEC within 30 days after equipment activation or upgrade or during an open enrollment period. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible.
- Wireless Phone Protection (WPP): Within 30 days of activating a new device, you may purchase device insurance through Verizon, provided by Asurion. We will bill your account on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft or physical damage including liquid damage and cracked screens. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment.
- Verizon Extended Warranty (EW): The EW program covers select smartphones, basic phones, tablets and watches post-warranty defects, such as device malfunctions that are the result of electrical or mechanical failures involving the battery, microphone, camera, charging port and other device components. Post-warranty defects occur after the original equipment manufacturer's warranty has expired, provided the device has been subject only to normal use and service. EW does not cover loss, theft, or physical damage (including liquid damage).

Please Note: Customers can now enroll in Total Mobile Protection for Business or one of our other equipment protection options when they activate a new line of service with select "Bring Your Own Device" (BYOD) compatible with the Verizon network. In addition to Verizon devices, customers can now enroll compatible devices that were originally sold by another carrier or purchased directly from the manufacturer.

AppleCare+ is an Apple provided device protection plan that Verizon sells only with the purchase of an Apple iPhone or Apple iPad. AppleCare+ extends Apple's 90-day complimentary technical support and one-year limited warranty to a two-year period from the device purchase date. Pricing varies by device. Please note that AppleCare+ is a service contract from Apple and not insurance; it does not cover lost or stolen devices. AppleCare+ should be purchased at the same time the device is purchased, but is also available directly from Apple within 60 days of the device activation, following inspection at an Apple retail store or remote diagnostic. Florida and Wisconsin customers must purchase the AppleCare+ directly from Apple.

Pricing and deductibles are specific to the type of device enrolled in the program. Please contact your Account Manager for additional information.

⁷ Clarification. We have a number of device distribution centers across the country. When you place an order electronically, it will automatically be routed to the proper center where the equipment is allocated, programmed and shipped to your organization.

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⁸ CONSUMPTION:

LAST YEAR CONSUMPTION: \$7,669,635 (APPROX.)

OUR TOTAL CONSUMPTION FOR THE PAST YEAR IS GIVEN FOR INFORMATION ONLY, AND WE GUARANTEE NO MINIMUM QUANTITY; HOWEVER, REQUESTS EXCEEDING REQUIREMENTS STATED HEREIN BY MORE THAN 10% SHALL BE SUBJECT TO ACCEPTANCE BY THE SUPPLIER AND/OR SUBJECT TO REBID BY THE COUNTY OF LOS ANGELES.

DELIVERY:

PRICES QUOTED SHALL INCLUDE DELIVERY TO LOCATIONS WITHIN LOS ANGELES COUNTY. QUOTE PRICE PER UNIT INDICATES ON EACH ITEM F.O.B. DESTINATION.

- VENDOR PAYS THE FREIGHT, WHICH IS INCLUDED IN THE PRICE
- COUNTY TAKES TITLE TO MERCHANDISE UPON DELIVERY
- FREIGHT CLAIMS AND DAMAGES ARE RESPONSIBILITY OF THE VENDOR

INDICATE OPPOSITE EACH ITEM THE TIME YOU REQUIRE TO MAKE DELIVERY AFTER RECEIPT OF INDIVIDUAL PURCHASE ORDERS.

DELIVERIES MADE ON ANY PURCHASE ORDER ISSUED ON THE BASIS OF A SAMPLE MUST BE IDENTICAL WITH THE SAMPLE.

PRODUCTS PURCHASED AS A RESULT OF THIS REQUEST FOR BID ARE TO BE SUPPLIED AS OFFERED AND ACCEPTED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE.

COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.

⁸Exception with clarification. Verizon pricing provides discounts off of the monthly access fee on eligible calling plans based on the total number of government and employee subscriber lines in service (line attainment tier). It is not based on minimum annual commitments or wireless spend. Thus, the discount available on wireless service to the County may increase with an increase in number of government and employee subscriber lines. Verizon offers an assortment of equipment at varying prices, which allows the County to choose from a number of options. The prices may vary depending on whether a month to month, one- or two-year line term is selected. Equipment availability and pricing; however, is subject to change. Government subscribers are also eligible to receive a 25% discount off the retail price of qualifying accessories. Please note that employee subscriber accessory discounting is contingent upon the County achieving and maintaining a minimum one thousand (1,000) line attainment tier and employee subscriber accessory purchases being made via the Verizon online portal. Please refer to the LA County Pricing Exhibits to this response for details and terms and conditions.

Commented [BN5]: Verizon removed as Line Term pricing offered under the new contract is for 24 months or 2 years. Also defined in LA County Pricing Exhibits, Section Term of Lines (Line Term).

Commented [FE6R5]: Since this is a 3 year contract, what's the mechanism for establishing the pricing for Year 3?

Commented [BN7R5]: Monthly pricing continues at the negotiated contract rates. The Line Term is associated with subsidized devices.

Commented [PS8R5]: Ok to accept deletion.

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VENDOR AGREES FOR THE PERIOD OF ANY AGREEMENT RESULTING FROM THIS SOLICITATION THAT ALL FEES FOR ACTIVATION OF NEW ACCOUNTS AND/OR UPGRADES TO EQUIPMENT AND/OR SERVICES ON EXISTING ACCOUNTS FOR EITHER COUNTY-PAID OR INDIVIDUAL EMPLOYEE-PAID CONTRACTS SHALL BE WAIVED IN THEIR ENTIRETY.

EMPLOYEE PURCHASE PROGRAM:

VENDOR SHALL PROVIDE AN EMPLOYEE DISCOUNT OPTION FOR EMPLOYEE PARTICIPATION. THE EMPLOYEES WILL BE ELIGIBLE TO RECEIVE A DISCOUNT AS PROVIDED IN THE "LA COUNTY PRICING EXHIBITS".

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT, AS APPLICABLE, (A) PRICES QUOTED ON ITEMS SPECIFICALLY LISTED ARE MAXIMUM AND (B) DISCOUNTS QUOTED FROM PRICE LISTS ARE MINIMUM.

UNLESS OTHERWISE QUALIFIED, REVISIONS SHALL BE EFFECTIVE SEVEN (7) DAYS AFTER SUCH NOTIFICATION AND RECEIPT THEREOF. UPWARD REVISIONS SHALL BE SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

PROFESSIONAL LIABILITY: TELECOMMUNICATIONS, MEDIA & TECHNOLOGY ERRORS & OMISSIONS INSURANCE WITH LIMITS OF \$5,000,000 PER CLAIM AND AGGREGATED COVERING LIABILITY ARISING FROM THE NEGLIGENT ACTS/ERRORS AND/OR OMISSIONS OF VERIZON IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON TERMINATION OR CANCELLATION OF SUBSEQUENT AGREEMENT.

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⁹

ALTERNATE OFFERS

BIDDERS OFFERING ALTERNATE BRANDS MUST FURNISH WITH THEIR BID A CROSS-INDEX LISTING SHOWING THE SPECIFIED BRAND ITEM NUMBERS AND THEIR EQUIVALENT ALTERNATE ITEM NUMBERS. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID OFFER.

CANCELLATION:

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT)

YOUR OFFER ON THIS INQUIRY IS TO BE ON THE BASIS THAT ALL ITEMS ARE GUARANTEED EQUAL IN QUALITY AND PATTERN TO THOSE SPECIFIED AND THAT ANY ITEM PURCHASED AS EQUIVALENT AND NOT ACCEPTABLE TO USING DEPARTMENT MAY BE RETURNED FOR FULL CREDIT.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON SIXTY (60) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

PRICES ON ADDITIONAL ITEMS WILL BE BASED ON THE ATTACHED PRICING EXHIBITS.¹⁰ IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES ISD/PURCHASING DEPARTMENT IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER, FURNISHING TWO (2) COPIES OF THE NEW LIST AND ACCEPTABLE EVIDENCE OF CHANGE IN

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⁹ Verizon does not offer Most Favored Nations (MFN) pricing; however, the County may take advantage of standard lower-priced Verizon wireless plans that may become generally available during the term of your agreement. Upon written request, the County may transfer its government end user lines to a new plan as long as the County meets the terms and conditions. Special benefits incorporated in your agreement may not be applicable under the new plans, and an extension of the initial agreement term may be required.

¹⁰ Verizon takes exception to this language as we do not discount based on manufacturer list price. However, additional items may be offered standard Verizon discounts.

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MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE VENDORS RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES.

ALL PRICE AND/OR DISCOUNT STRUCTURE CHANGES MUST BE APPROVED BY THE COUNTY OF LOS ANGELES PURCHASING AGENT PRIOR TO ISSUING ANY CATALOGS OR PRICE CHANGES TO COUNTY DEPARTMENTS. FAILURE TO SUBMIT THE PRICE AND/OR DISCOUNT STRUCTURE CHANGES WILL RESULT IN USING THE LAST APPROVED PRICE LIST AND DISCOUNT STRUCTURE.

ORDERING:

STATE CONTACT FOR:

TECHNICAL ASSISTANCE: ¹¹

NAME Edward Waniss (sales)

TELEPHONE: (949) 697.9136

PLACING ORDERS:

NAME Edward Waniss (sales)

TELEPHONE: (949)679.9136

FAX NUMBER: (240)280.3686

ARE REQUIREMENTS LISTED HEREIN AVAILABLE LOCALLY FOR SMALL QUANTITY EMERGENCY PURCHASE? YES X NO

STATE LOCATION WHERE PICKUPS CAN BE MADE... N/A¹²

RESERVATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED IN THE BEST INTERESTS OF THE COUNTY.

SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDERS:

¹¹If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24/7 and can be reached toll free at 800.922.0204.

Over 98% of the issues reported to the Business & Government Customer Operations (BGCO) Technical Solution Center are resolved during the initial phone call. In cases where additional follow-up or troubleshooting is required, the majority of issues achieve resolution within 72 hours. There are rare instances where it may take longer to achieve issue resolution due to circumstances beyond our control. If you believe that a specific issue requires escalation, you may contact the BGCO Technical Solution Center (800.922.0204) to speak to a supervisor.

¹² In-store order fulfillment is currently unavailable to County Customers.

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MAIL PURCHASE ORDER TO Cellco Partnership d/b/a Verizon Wireless

Attn: Edward Waniss 15505 Sand Canyon Avenue, Building C

Irvine, CA 92618

TELEPHONE NUMBER 800.922.0204 (Customer Service)

TOLL FREE NUMBER PREFERRED

UTILIZATION RECAPITULATION REPORT:

120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

REQUIRED QUARTERLY CONSUMPTION REPORT:

FOR ANY AGREEMENT FORMULATED AS A RESULT OF THIS REQUEST FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES PURCHASING ANALYST WITH A QUARTERLY CONSUMPTION REPORT IN UNPROTECTED EXCEL FORMAT. THE QUARTERLY CONSUMPTION REPORT SHALL INCLUDE THE FOLLOWING:

- ACCOUNT NUMBER

- INVOICE NUMBER
- DATE OF PURCHASE
- DEPARTMENT NAME
- ITEM PURCHASED
- QUANTITY PURCHASED
- CONSUMPTION DOLLAR AMOUNT
- UNIT PRICE

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- VOICE AND/OR DATA SERVICES

IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

RETURN OF GOODS RECEIVED:

IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

~~FAILURE TO INCLUDE THE PURCHASE ORDER NUMBER ON THE FREIGHT BILL OR PACKING SLIP MAY RESULT IN REFUSAL OF DELIVERY¹³.~~

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS..... Accessories 90 days and Equipment is 1 year

ON LABOR..... N/A

UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. BIDDER SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

CHANGES OR MODIFICATIONS TO SPECIFICATIONS OR CONDITIONS TO THIS REQUEST SHALL ONLY BE MADE BY ISSUANCE OF A WRITTEN AMENDMENT BY COUNTY'S PURCHASING AGENT. NO OTHER CHANGE OR MODIFICATION, REGARDLESS OF SOURCE, SHALL BE BINDING. BIDDERS ARE ADVISED TO BID ONLY AS SET FORTH IN THIS REQUEST.

VENDOR NOTE: COUNTY OF LOS ANGELES WILL NOT PAY FOR ITEMS NOT LISTED HEREIN THAT HAVE NOT BEEN PROCESSED IN ACCORDANCE WITH THE ABOVE PARAGRAPH. VENDOR WILL INCUR PAYMENT PROBLEMS AND/OR CANCELLATION OF THIS AGREEMENT.

AUTHORIZATION WARRANTY

CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL

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Commented [P59]: Deletion is not acceptable. As such, this verbiage was reinserted, since it was previously accepted by Verizon.

It was included in our existing agreement, page 10.

FAILURE TO INCLUDE THE PURCHASE ORDER NUMBER ON THE FREIGHT BILL OR PACKING SLIP MAY RESULT IN REFUSAL OF DELIVERY.

Commented [BN10R9]: Cannot accept the removal of the redline. Verizon can add Purchase Order Numbers in the address line for service invoice, which may appear on the shipping label; however, Verizon does not include Purchase Order Numbers to the Freight Bill or Packing Slip.

Commented [FE11R9]: As in the existing agreement, County needs to identify the contract PO number on the exterior of the shipping package and on something inside the box..whether we call that a packing slip, a shipping invoice or some other phrascology. Without that, County is unable to match the items received with invoices and approve for timely payment. Why are we currently able to process in that way but not going forward in the proposed new replacement contract?

Commented [BN12R9]: Verizon accepts the language and removed redlines from this section

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¹³ Verizon takes exception. Verizon does not include Purchase Order Numbers on the Freight Bill or Packing Slip. Verizon can add Purchase Order Numbers in the address line which will appear on the shipping label and on the wireless invoices.

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AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.

ANY AGREEMENT OR CONTRACT AWARDED UNDER THIS BID WILL HAVE TO COMPLY WITH THE COUNTY'S QUALITY ASSURANCE PLAN AS FOLLOWS:

THE COUNTY OR ITS AGENT WILL EVALUATE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT ON NOT LESS THAN AN ANNUAL BASIS. SUCH EVALUATION WILL INCLUDE ASSESSING CONTRACTOR'S COMPLIANCE WITH ALL CONTRACT TERMS AND PERFORMANCE STANDARDS. CONTRACTOR DEFICIENCIES WHICH COUNTY DETERMINES ARE SEVERE OR CONTINUING AND THAT MAY PLACE PERFORMANCE OF THE AGREEMENT IN JEOPARDY IF NOT CORRECTED WILL BE REPORTED TO THE BOARD OF SUPERVISORS. THE REPORT WILL INCLUDE IMPROVEMENT/CORRECTIVE ACTION MEASURES TAKEN BY THE COUNTY AND CONTRACTOR. IF IMPROVEMENT DOES NOT OCCUR CONSISTENT WITH THE CORRECTIVE ACTION MEASURES, COUNTY MAY TERMINATE THIS AGREEMENT OR IMPOSE OTHER PENALTIES AS SPECIFIED IN THIS AGREEMENT.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (SECTION 1.12, PAGE 2 OF REQUEST FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

PARTICIPATING PUBLIC AGENCIES

COUNTY AND AWARDED BIDDER/PROPOSER OF THIS SOLICITATION MAY ALLOW OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) TO PURCHASE PRODUCTS OR SERVICES FROM ANY AGREEMENT RESULTING FROM THIS SOLICITATION ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.

THE COUNTY MUST NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF ANY BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION. PARTICIPATING PUBLIC AGENCIES MUST BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY MUST BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY. THE COUNTY MUST NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF

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FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR AWARDED BIDDER/PROPOSER MUST BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.

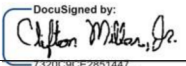
THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION.

DO YOU AGREE TO THE AFOREMENTIONED? YES X NO _____

VENDOR'S ATTESTATION OF BID OFFERING:

IT IS UNDERSTOOD AND AGREED THAT WE (VENDOR) HAVE CAREFULLY REVIEWED AND COMPLETED (AS REQUIRED) THE COUNTY OF LOS ANGELES'S SOLICITATION RFB-IS-23201148, INCLUDING THE FOLLOWING DOCUMENTS:

- THIS RFB-IS-23201148 DOCUMENT
- APPENDIX A - PURCHASING REQUIRED FORMS
- EXHIBIT 6 - CBE FORM

I, Clifton Miller Jr. (PRINT)  (SIGN), AS
Director- Contract Management (TITLE) FOR Celco Partnership d/b/a Verizon Wireless (NAME OF COMPANY),
IN MAKING THIS ATTESTATION, HAVE EXERCISED CARE AND DILIGENCE THAT WOULD
BE REASONABLE EXPECTED OF A COMPANY OFFICER AND DO HEREBY ATTEST THAT
THE INFORMATION PROVIDED CONCERNING OUR PROPOSED OFFER IS (ARE) ACCURATE,
TRUE, AND COMPLETE.

Verizon provides a variety of plans, features, and equipment for voice and data services with competitive pricing tailored to meet the County's wireless needs. Please see attached proposed **LA County Pricing Exhibits** for full details.

PRICE SHEET		REQUEST FOR BID			
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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 725-51-00-048231 WIRELESS COMMUNICATION SERVICE AND EQUIPMENT CONTRACT FOR VOICE SERVICES ONLY INCLUDES, BUT NOT LIMITED TO CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS (EXCLUDING TABLETS)	0.00		<u>DISCOUNT</u>	
2	VENDOR TO PROVIDE COMPLETE LIST OF SERVICES LEVELS AND EQUIPMENT MODELS TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS.	0.00		<u>DISCOUNT</u>	
3	COMMODITY CODE: 725-51-00-048232 FOR DATA SERVICES ONLY INCLUDES, BUT NOT LIMITED TO CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS	0.00		<u>DISCOUNT</u>	
5	VENDOR TO PROVIDE COMPLETE LIST OF SERVICES LEVELS AND EQUIPMENT MODELS TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS. COMMODITY CODE: 725-51-00-048233 FOR VOICE AND DATA BUNDLE SERVICES INCLUDES, BUT NOT LIMITED TO	0.00		<u>DISCOUNT</u>	

6	CELL PHONES, SMARTPHONES, PUSH-TO-TALK, GPS VENDOR TO PROVIDE COMPLETE LIST OF SERVICES LEVELS AND EQUIPMENT MODELS TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS. COMMODITY CODE: 725-51-00-048235 FOR GPS/OTHER DATA SERVICES INCLUDES, BUT LIMITED TO, IP ADDRESSES, GPS, MODEM VENDOR TO PROVIDE COMPLETE LIST OF SERVICES LEVELS AND EQUIPMENT MODELS TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS. COMMODITY CODE: 725-51-00-048236 WIRELESS EQUIPMENT AND ACCESSORIES INCLUDES, BUT IS NOT LIMITED TO, CELLPHONES, SMARTPHONES, MI-FI/HOTSPOTS, HOLSTERS, BATTERIES, HANDS-FREE DEVICES, CAR CHARGERS, SIM CARDS, REPLACEMENTS FOR LOST OR DAMAGED EQUIPMENT, ETC (EXCLUDES TABLETS)	0.00		<u>DISCOUNT</u>	
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PRICE SHEET		REQUEST FOR BID			
		SO NO : RFB-IS-23201148-1			
		BID DUE: 07/12/23 12:00:00 PM			Page 42
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
7	VENDOR TO PROVIDE COMPLETE LIST OF ACCESSORIES AND EQUIPMENT TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS. COMMODITY CODE: 725-51-00-048231 TWO-WAY PAGING SYSTEM (NON-SATELLITE BASED) VENDOR TO PROVIDE COMPLETE LIST OF SERVICES LEVELS AND EQUIPMENT MODELS TO WHICH DISCOUNT APPLIES. SEE VENDOR NOTE FOR PRICING INSTRUCTIONS. VENDOR NOTE: VENDOR SHALL QUOTE PRICING FOR COMMODITY LINES 1-7 AS A PERCENTAGE DISCOUNT FROM VENDOR MOST CURRENT PRICING IN ANY VENDOR COLLATERAL INCLUDING, BUT NOT LIMITED TO, VENDOR WEBSITE, PRINTED CATALOGS OR PROMOTIONS OFFERED IN ANY MEDIA. SUCH DISCOUNT SHALL APPLY TO VENDOR PRICING IN FORCE AT TIME OF COUNTY PURCHASE AND SHALL APPLY TO ANY NEW VENDOR SERVICE OR PRODUCT OFFERINGS INTRODUCED DURING THE TERM OF THIS AGREEMENT.¹⁴	0.00		<u>DISCOUNT</u>	

Commented [P513]:

Commented [P514R13]: Question for Verizon: Below is what was previously agreed to. Is footnote the same or different that what was previously negotiated? I noticed a 25% discount for accessories below.

Page 38 of Price Sheet of RFB-IS-18201078, clarification response to: "VENDOR NOTE: VENDOR SHALL QUOTE PRICING FOR COMMODITY LINES 1-7 AS A PERCENTAGE DISCOUNT FROM VENDOR MOST CURRENT PRICING IN ANY VENDOR COLLATERAL INCLUDING, BUT NOT LIMITED TO, VENDOR WEBSITE, PRINTED CATALOGS OR PROMOTIONS OFFERED IN ANY MEDIA. SUCH DISCOUNT SHALL APPLY TO VENDOR PRICING IN FORCE AT TIME OF COUNTY PURCHASE AND SHALL APPLY TO ANY NEW VENDOR SERVICE OR PRODUCT OFFERINGS INTRODUCED DURING THE TERM OF THIS AGREEMENT."

Verizon Wireless pricing provides discounts off of the monthly access fee on eligible calling plans based on the total number of government and employee subscriber lines in service (line attainment tier). It is not based on minimum annual commitments or wireless spend. Thus, the discount available on wireless service to the County may increase with an increase in number of government and employee subscriber lines.

Verizon Wireless offers an assortment of equipment at varying prices, which allows the County to choose from a number of options. The prices may vary depending on whether a month to month, one- or two-year line term is selected. Equipment availability and pricing; however, is subject to change. Government subscribers are also eligible to receive a 25% discount off the retail price of qualifying accessories. Please note that employee subscriber accessory discounting is contingent upon the County achieving and maintaining a minimum one thousand (1,000) line attainment tier and employee subscriber accessory purchases being made via the Verizon Wireless online portal.

Commented [BN15R13]: Clarification for the footnote- the 23% discount is for qualified plans and features where noted in the corresponding plan pricing exhibit. The County receives a 25% discount from the retail price of qualifying accessories.

Commented [FE16R13]: Thank you for clarification of basis for different percentages noted.

¹⁴Verizon is offering the County of Los Angeles 23% access discount on qualified plans and features where noted in the corresponding plan pricing exhibit (See LA County Pricing Exhibits for pricing details). Verizon's pricing methodology for its government contracts is not a discount percentage from retail prices, but rather competitively priced products and services with pricing and terms and conditions specifically tailored to the government customer.