

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and AT&T Mobility National Accounts LLC (hereinafter “Vendor”), with its principal place of business at 208 South Akard, Dallas, TX 75202.

**B. Compliance with Procurement Laws**

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

**C. Order of Precedence**

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substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

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

**B.** DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees

that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

**3. Product and Service Offerings**

**A. Products**

Wireless Voice and Data Products available under this Contract are all published AT&T National Plans, Government Pooled Plans, Smartphone Data Plans, International Plans and Data Connect Plans. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of Products and Services awarded based on the posting described in Section 1.B above.

**B. Services**

Wireless Voice and Data services available under this Contract are all published AT&T National Plans, Government Pooled Plans, Smartphone Data Plans, International Plans and Data Connect Plans. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of Products and Services awarded based on the posting described in Section 1.B above.

**4. Pricing**

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

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

**B. Customer Discount**

The minimum Customer discount from the Vendor for all published AT&T Wireless Voice and Data Service Plans will be 26%.

The minimum Customer discount from the Vendor for all AT&T accessories is 30% off of current retail price.

**C. Customer Price**

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

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

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

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement

applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

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

- (a) The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Contract is the Federal Universal Service Fund charge. Any additional, or updates to, FCC, PUC or other authorized telecommunications taxes, fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representations about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001, Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.
- (b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fee and surcharge on the Services, which Vendor desires to impose and for which DIR Customers do not have an exemption, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto.
- (c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001,

Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.

**E. Other Fees**

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

**F. Back-billing**

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

**G. DIR Cost Recovery Fee**

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

**H. Shipping and Handling Fees**

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

**I. Tax-Exempt**

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

**J. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach

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

**K. Changes to Prices**

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

**5. DIR Cost Recovery Fee**

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

**B)** All prices quoted to Customers shall include the applicable CRF fee. DIR reserves the right to change this fees upwards or downwards during the term of this Contract, upon written notice to Vendor. Changes in the CRF fees shall be incorporated into the price to the Customers on the date designated by DIR. Notwithstanding the foregoing, all products and services are to be provided and billed in full compliance with applicable laws and regulations.

**6. Notification**

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

If sent to the State:

Director, Communications Technology Services Division  
With a copy to:  
Attorney, Communications Technology Services Division  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Facsimile: (512) 475-4759

If sent to the Vendor:

Tatum Minister  
AT&T Mobility National Accounts LLC

712 East Huntland Drive  
Austin, TX 78752  
Phone: (512) 914-1918  
Facsimile: (210) 222-3602  
Email: tm6230@att.com.com

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

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

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

1. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts;** all references to "administrative fee(s)" are hereby deleted in their entirety.

2. **Appendix A, Section 4.F. Choice of Law** is hereby restated as follows:

**F. Choice of Law**

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity, nor as a waiver of any Vendor's defenses under Texas law.

3. **Appendix A, Section 7.C. Payments** is hereby restated as follows:

**C. Payments**

Customers eligible under Chapter 2251 shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

Customers who are assistance organizations (as described in the definition of "Customer" in Section 3 to this Appendix A ("Definitions")) will make payment within 30 days after the date of the invoice. Such Customers will reimburse Vendor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees.

In addition, Vendor may charge such Customers with late payment fees for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments. All checks remitted in payment of amounts due hereunder will refer to the invoice number. Restrictive endorsements or other statements on checks are void.

4. **Appendix A, Section 9.A. Indemnification** is hereby restated as follows:

**A. Indemnification**

**1) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY (I) THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS. (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS) AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN THIS APPENDIX A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (I) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE, VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR DOES NOT WAIVE ANY DEFENSES UNDER TEXAS LAW.

## 2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND CUSTOMERS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

## 3) Independent Contractor

**VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.**

5. **Appendix A, Section 9.K. Limitation of Liability** is hereby restated as follows:

### **K. Limitation of Liability.**

(a) For any claim or cause of action arising under or related to the Contract, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE CONTRACT WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO DIR IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT

(c) Exceptions to Limitations of Liability. This *Section* will not apply with respect to:

(1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers), willful misconduct, or gross negligence of a Vendor.

- (2) Losses that are the subject of Indemnification under this CONTRACT.
- (3) Losses occasioned by any breach of a Party's obligations under the Confidentiality and Disclosure provisions of this Contract.

6. **Appendix A, Section 9.L. Overcharges** is hereby restated as follows:

**L. Overcharges**

Vendor hereby assigns to DIR any and all claims for overcharges associated with products and services provided to DIR and Customers under this Contract arising under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* (1973), as amended, and the antitrust laws of the State, Sections 15.01, *et seq.*, Texas Business & Commerce Code.

7. **Appendix A, Section 9.S. Deceptive Trade Practices; Unfair Business Practices** is hereby restated as follows:

**S. Deceptive Trade Practices; Unfair Business Practices**

Vendor represents and warrants that to the best of its knowledge and belief neither Vendor nor any of its Subcontractors has within the last 3 years been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations under Chapter 17, Texas Business & Commerce Code, or it has no officers who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations.

8. **Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution** is hereby restated as follows:

**A. Enforcement of Contract and Dispute Resolution**

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas. Notwithstanding the foregoing, Vendors intend to resolve all billing disputes with Customers in accordance with Chapter 2251, Texas Government Code.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing. Notwithstanding any such Dispute, the Vendor must continue to perform the Services in compliance with the terms of this Contract pending resolution of Disputes so long as all undisputed amounts continue to be paid to Vendor.

9. **Appendix A, Section 10.C. Force Majeure** is hereby restated as follows:

**C. Force Majeure**

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract except for payment obligations for services already rendered for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

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

**AT&T Mobility National Accounts LLC**

**Authorized By: Signature on File**

**Name: Roland Saenz**

**Title: Director of Contracts**

**Date: 4-11-2012**

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

**Authorized By: Signature on File**

**Name: Carl Marsh**

**Title: Chief Operating Officer**

**Date: 4/12/12**

**Legal: Signature on File**

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR PRODUCTS AND RELATED SERVICES**

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

**1. Introduction**

**A. Parties**

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

**B. Compliance with Procurement Laws**

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

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

**2. Term of Contract**

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

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

**3. Product and Service Offerings**

**A. Products**

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

**B. Services**

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

**4. Pricing**

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

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

**B. Customer Discount**

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

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

### C. Customer Price

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

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

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

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

### D. Telecommunications Fees and Surcharges and Taxes

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

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

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**H. Shipping and Handling Fees**

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

**I. Tax-Exempt**

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

**J. Travel Expense Reimbursement**

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

**K. Changes to Prices**

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

**5. DIR Cost Recovery Fee**

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

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

**6. Notification**

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

If sent to the State:

Director, Communications Technology Services Division  
With a copy to:  
Attorney, Communications Technology Services Division  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Facsimile: (512) 475-4759

If sent to the Vendor:

Russ Brown  
Verizon Wireless  
70 NE Loop 410, Suite 395  
San Antonio, TX 78216  
Phone: (210) 347-1406  
Facsimile: (210) 592-5080  
Email: [russ.brown@verizonwireless.com](mailto:russ.brown@verizonwireless.com)

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

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

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

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

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

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

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

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

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

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

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

**N. Required Insurance Coverage**

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

**1) Commercial General Liability**

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

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

**2) Workers' Compensation Insurance**

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

**3) Business Automobile Liability Insurance**

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

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

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

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

**Authorized By: Signature on File**

**Name: Todd Loccisano**

**Title: Executive Director - Contracts**

**Date: 14-March-2012**

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

**Authorized By: Signature on File**

**Name: Carl Marsh**

**Title: Chief Operating Officer**

**Date: 3/21/12**

**Legal: Signature on File**

Verizon Wireless  
National Government Sales & Operations  
7600 Montpelier Road  
Laurel, MD 20723  
800-295-1614

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**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

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**General Services Administration, Federal Supply Service**

**Cellular/PCS Voice Services**

**Contract Number:** GS-35F-0119P

**Period Covered by Contract:** December 03, 2003 through November 27, 2014

**Modification:** 27

**Special Item No. 132-53** Excluding local and long distance voice, data,  
**Wireless Services (FPDS Code** video and dedicated transmission services which  
**D304):** are NOT mobile.

Verizon Wireless has provided service to the Federal sector for over 20 years. We have a dedicated National Government Sales Organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation have assisted in expediting and facilitating wireless solutions for the government customer.  
<http://www.verizonwireless.com/govt>

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

## SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### 1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia and Hawaii.

### 2. Contractor's Ordering Address and Payment Information:

Ordering Address:	Payment for Services
Verizon Wireless	Verizon Wireless
Government Support Center	P.O. Box 17464
7600 Montpelier Road	Baltimore, MD 21297-1464
Laurel, MD 20723	

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

## VERIZON WIRELESS OVERVIEW

Verizon Wireless owns and operates the nation's most reliable wireless network. Headquartered in Basking Ridge, NJ, Verizon Wireless is a joint venture of Verizon Communications (NYSE:VZ) and Vodafone (NYSE and LSE: VOD). A leader in wireless voice and data services, the company:

- Owns and operates the nation's largest 4G LTE network. Launched in December 2010, the Verizon Wireless 4G LTE network is available to more than 250 million people – nearly 80% of the population – in 419 markets across the country.
- Built the nation's first wide-area wireless broadband network
- Delivered the nation's first wireless consumer 3G multimedia service
- Offers global voice and data services in more than 200 destinations around the world

### Facts-at-a-Glance

- Wireless Phone Customers – 108 Million, including 92.2 Million Customers and 16.5 Million other connections
- Employee Population – nearly 73,500
- Annual Revenue 2011 – \$75.9 Billion (USD)
- U.S. Market Coverage: Our network covers approximately 290 million people, nearly the entire United States population, all of the Top 100 most populated U.S. metropolitan areas.
- Company Stores and Kiosks – more than 1,900
- Digital Network Technology – Fourth generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)
- 175+ switching centers ensure reliable and consistent call quality. Headquarters –Basking Ridge, NJ
  - Area Headquarters:
    - Northeast – Morristown, NJ
    - Midwest – Schaumburg, IL
    - South – Alpharetta, GA
    - West – Irvine, CA
- There are 39 crisis management teams in place across the company, including more than 1,300 leadership employees from the Regions, Areas, and Headquarters. Each team is responsible for managing the Verizon Wireless response to a crisis in its geography or building.
- Mobile Broadband customers in enhanced broadband wireless coverage areas can expect average download speeds of 600 kilobits per second (kbps) to 1.4 megabits and average upload speeds of 500-800 kbps. As of June 2007, Rev. A technology was available throughout the entire EV-DO network. The company's 3G (third generation) network – the nation's largest and most reliable – is now available to more than 290 million people across the country.
- Verizon Wireless owns and operates the nation's largest 4G LTE network. Launched in December 2010, the Verizon Wireless 4G LTE network covers more than 200 million people in more than 200 markets across the U.S. By the end of 2012 the company's 4G LTE network covered more than 260 million people in 400 markets across the country. Customers can expect average data rates of 5 to 12 megabits per second on the downlink and 2 to 5 megabits on the uplink, speeds up to 10 times faster than the company's 3G network. Data Services – Verizon Wireless offers Mobile Broadband and National Access for staying connected coast to coast on laptops, smartphones and other devices; V Cast for video clips and other multimedia services; V Cast Mobile TV for broadcast and cable television live content and programming; and Get It Now for text and picture messaging, news alerts and more.
- TXT Messaging, Verizon Wireless' two-way short messaging service, is available nationwide.
- Customer Service representatives take ownership of customer issues to deliver quick resolution.

## Verizon Wireless' Network

Verizon Wireless' commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We are committed to providing our customers with access to the most reliable wireless network in the country. To this end, Verizon Wireless has invested more than \$70 billion in our network since it was formed in 2000 – on average more than \$6 billion every year – to increase the coverage and capacity of its premier nationwide network and to add new services. This investment has broadened the scope of our network coverage while increasing the reliability and capability of the wireless services we provide to our customers.

Verizon Wireless operates the nation's most reliable and largest wireless voice and 3G data network. In December 2010, we launched the world's first large-scale 4G LTE network – the fastest and most advanced 4G network in America.

### CDMA Technology

Verizon Wireless' CDMA technology offers the following advantages over other technologies:

- CDMA technology is one of the most spectrally-efficient digital standards available. Increased spectrum capacity means more calls are completed and fewer calls are dropped.
- Your calls are more likely to connect on the Verizon Wireless network due to the increased capacity of CDMA. CDMA digital technology assigns each conversation a code, rather than a separate frequency or channel. CDMA can accommodate multiple conversations on a single channel, making it easier for calls to connect.
- CDMA employs coding technology that provides improved voice quality while virtually eliminating static and cross talk. It also provides a "soft hand-off" capability that makes hand-offs from one cell tower to another virtually unnoticeable.
- CDMA technology also provides privacy and security by converting speech into code and transmitting it in a random sequence.

Our CDMA technology has enabled Verizon Wireless to provide the nation's most reliable nationwide wireless broadband network. Our Mobile Broadband data service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps. Mobile Broadband enables your remote workers and road warriors to quickly download files and view email attachments. Mobile Broadband CDMA technology also provides authentication and data protection and is compatible with many virtual private networks. Mobile Broadband is presently available to more than 289 million people in 264 major metropolitan areas and 269 airports in the U.S. and in certain parts of Canada and is expanding coast-to-coast. And when travelling outside our Mobile Broadband coverage area, our service is seamlessly backward compatible with our high-speed wireless third-generation (3G) 1xRTT national network service that provides typical data throughput speeds of 60-80 Kbps.

We offer EV-DO Rev. A throughout our Mobile Broadband footprint. EV-DO Rev. A is backwards compatible with EV-DO Rev. 0. This is important because it means that EV-DO Rev. 0 capable equipment that is currently in use will not lose functionality due to deployment of EV-DO Rev. A technology.

### LTE Technology

We chose LTE as the technological foundation for our 4G wireless broadband network. We believe that LTE offers a number of significant technological and business advantages over other 4G technologies that make it a superior networking standard. Our customers want to be truly untethered with advanced communication devices that provide a similar experience as found in today's wired networks – you want to be able to communicate in new and innovative ways whenever and wherever you choose around the globe. For these reasons, we believe LTE is the best technology with the global scale needed to deliver such experiences.

Choosing the 700 MHz frequency as the basis of the Verizon Wireless 4G LTE network results in a longer range from the base station, compared with systems operating at 2.5 GHz or 3.5 GHz. LTE offers your mobile employees better coverage as they travel by providing seamless handover and roaming for true mobility.

LTE has strong and widespread support from the mobile industry, including support from a majority of the industry's key players. Many vendors will enable operator transition to LTE in a progressive, scalable, and cost-effective way—protecting investments in existing technologies made by today's GSM and CDMA carriers.

## WIRELESS CALLING PLANS

### America's Choice<sup>SM</sup> for Government Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
AC for Government Voice Calling Plans:	100 Voice Minutes	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	100	200	400	600	1000
Monthly Access Charge (non-pooled minutes)	NA	NA	\$26.91	\$39.41	\$50.96
Monthly Access Charge (pooled minutes)	\$23.06	\$26.24	\$28.84	\$41.34	\$52.88
Friends & Family for Government	NA			Up to 10 numbers for entire account, not per user	
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Included Domestic Text/PIX/FLIX Messages	200 per month				
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month				
Domestic Long Distance	Included				
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

### America's Choice<sup>SM</sup> for Business II Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
AC for Business Voice Calling Plans	450 Voice	900 Voice	1350 Voice	2000 Voice	4000 Voice
Domestic Anytime Minutes Per Month	450	900	1350	2000	4000
Domestic Monthly Access Charge (non-pooled minutes)	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49
Domestic Monthly Access Charge (pooled minutes)	\$33.74	\$48.74	\$63.74	\$78.74	\$116.24
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Domestic Long Distance Rate	Included				
Unlimited Push to Talk	\$2.00 additional per user, per month				
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

### Nationwide Unlimited Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
America's Choice <sup>SM</sup> for Government Voice Flat Rate Plan	
Monthly Access Charge	\$52.49
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Domestic Long Distance	Included
Data Sent & Received**	\$1.99/ MB per data package
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.**	

## America's Choice<sup>SM</sup> for Government Voice Plans

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

### America's Choice<sup>SM</sup> for Government Additional Line Voice Plan

Monthly Access Charge	\$14.99
Domestic Anytime Voice Minutes Per Month	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

### America's Choice<sup>SM</sup> for Government Additional Line Voice & Push to Talk Plan

Monthly Access Charge	\$17.99
Domestic Anytime Voice Minutes Per Month	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Unlimited Push to Talk	Included
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

**NOTE:** No more than 50% of plans on a single account can be placed on the Additional Line Voice or Additional Line Voice & Push to Talk plans.

## America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan: GSA-FSS Subscribers Only

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

### America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan

Monthly Access Charge	\$11.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

## WIRELESS VOICE & DATA BUNDLED PLANS

### (Domestic) America's Choice<sup>SM</sup> for Government Voice & Data Plans

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

Domestic AC for Government Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>400</b>	<b>600</b>	<b>1000</b>
Monthly Access Charge (non-pooled minutes)	\$46.15	\$58.64	\$70.19
Monthly Access Charge (pooled minutes)	\$48.07	\$60.57	\$72.11
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## America's Choice<sup>SM</sup> for Government Choice Voice & Data Plans

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

AC for Government Choice Voice & Data Plans:	450 Minute Voice/Data Bundle	1350 Minute Voice/Data Bundle	4000 Minute Voice/Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>450</b>	<b>1350</b>	<b>4000</b>
Monthly Access Charge (non-pooled minutes)	\$59.99	\$82.49	\$127.49
Monthly Access Charge (pooled minutes)	\$63.74	\$86.24	\$131.24
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

## (Global) America's Choice<sup>SM</sup> for Government Voice & Global Data Plans

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

AC for Government Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>400</b>	<b>600</b>	<b>1000</b>
Monthly Access Charge (non-pooled minutes)	\$61.53	\$74.03	\$85.57
Monthly Access Charge (pooled minutes)	\$63.45	\$75.95	\$87.49
Overage Rate	\$0.25 per minute		
Domestic & Global Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

## WIRELESS DATA PLANS

### (Domestic) BlackBerry/Smartphone (No Voice Minutes) Data Plan

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

#### BlackBerry/Smartphone Data-Only Plan

Monthly Access Charge	\$33.65
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes
Overage Rate	\$0.12 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
NationalAccess Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
<b>NOTE:</b> Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.	

### (Domestic) BlackBerry/Smartphone (Shared Minutes) Data Plan

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

#### BlackBerry/Smartphone Shared Minute Data Plan

Monthly Access Charge	\$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the BlackBerry/Smartphone Shared Minute plan.

### (Global) BlackBerry/Smartphone (No Voice Minutes) Data Plan

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

#### Global BlackBerry/Smartphone Data-Only Plan

Monthly Access Charge	\$49.03
Global Data Allowance for Email	Unlimited
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Domestic Voice Rate	\$0.12 per minute
Domestic Text Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

### Mobile Broadband Access Calling Plan

A discount has been applied and this plan is not eligible for any further discounts.

#### Mobile Broadband Access Only

Discounted Monthly Access Charge	\$39.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance <sup>1</sup>	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## Custom 3G/4G Mobile Broadband Data Share Plan (for Internet browsing, email, or intranet access)

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

Mobile Broadband Data Share Plan	
Monthly Access Charge	\$11.00*
Monthly Data Allowance	0 MB
Monthly Billing Rate for up to 3GB of Shared Data	\$22.00 (plus Monthly Access Charge of \$11.00)
Overage Billing Rate (if 3GB shared pool per month is exceeded)	\$0.0000076 per KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
<p><b>Notes:</b> 4G and 3G Mobile Broadband coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. 4G and 3G Mobile Broadband coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. 4G service requires 4G Equipment and 4G coverage. <b>*Monthly Access Charge:</b> Each Subscriber's monthly access Charge will be \$11.00 per month regardless of data usage. However, if a Subscriber uses any data; such Subscriber will incur a \$22.00 charge for up to 3 GB of data for that month (a Monthly Access Charge total of \$33.00). Any monthly data usage over the 3GB limit will incur the Overage Rate Per KB listed in the table above, subject to available Mobile Broadband sharing allowances. Customer may have 100% of their Mobile Broadband Subscribers on the \$11.00 month plan; however, no more than twenty percent (20%) of their total Mobile Broadband Subscriber lines can have zero use on a monthly basis. If this occurs, each Line with zero usage, over the 20% limit, will be charged the \$22.00 incremental charge. <b>Data Sharing:</b> At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.</p>	

## VZAccess Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess)

A discount has been applied and this plan is not eligible for any further discounts.

GlobalAccess*	
Monthly Access Charge	\$97.49
Domestic MB Allowance	Unlimited (U.S. and Canada)
Global MB Allowance – Tier 1	100 MB in Tier 1 countries
Data Overage – Tier 1	\$0.005 per kilobyte (in Tier 1 countries)
NationalAccess Roaming (International) – Tier 2	\$0.020 per kilobyte (beyond Tier 1 countries)
Tier 1 Countries	Australia, Bahamas, Belarus, Belgium, Bermuda, Czech Republic, Dominican Republic, France, Germany, Greece, Guam, Hungary, Ireland, Israel, Italy, Korea, Liechtenstein, Malta, Mexico, Mongolia, New Zealand, Portugal, Romania, Spain, Sweden, Switzerland, The Netherlands, United Kingdom
Tier 2 Countries	Rest of World
Home Airtime Rate <sup>†</sup>	\$0.25 per minute
Domestic Long Distance	Included
<p><b>Notes:</b> Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. See attached Calling Plan and Feature Details for important information about calling plans, features and options. <sup>†</sup>Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.</p>	

## Mobile Broadband/Access Connect/Hot Spot Feature Plans

Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Charge	Data Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	\$10.00	Unlimited	\$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data-only plan)	\$15.00		
<b>NOTE:</b> Subject to the Mobile Broadband/Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

## (Domestic) Smartphone Data Features

A discount has been applied and this plan is not eligible for any further discounts.

	Smartphone Solution				
Feature Access Charge	\$20.00	\$17.00	\$19.00	\$20.00	\$25.00
MB Allowance	Metered	50MB	500MB	5GB Pooled	Unlimited
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05	n/a
Wireless Sync or BlackBerry Solution	Included				
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)	
<b>NOTE:</b> Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.					

## (Domestic) Smartphone Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

	Smartphone Data-Only Plans			
Monthly Access Charge	\$30.00	\$25.00	\$30.00	\$32.00
MB Allowance	Metered	50MB	500MB	5GB Pooled
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05
Domestic Anytime Voice Minutes Per Month	0 Minutes			
Domestic Voice Overage Rate	\$0.25 per minute			
Included Domestic Text/PIX/FLIX Messages	Unlimited			
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance	Included			
<b>NOTE:</b> Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.				

## Custom 3G/4G Stand Alone Email Share Plan

Compatible with server based email solutions

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

### Standalone Email Share Plan

Monthly Access Charge	\$27.99*
Monthly 3G Share Data Allowance	3 GB Share
Overage Rate After Allowance	\$0.0000076/KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate <sup>†</sup>	\$0.25
Domestic Long Distance	Included in the Per Minute Rate above.

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan Feature Details for important information about calling plans, features and options. <sup>†</sup>Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. New Activations on this feature require Corporate Subscribers to select a 24 month Line Term. **Data Sharing:** At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.

## Custom 3G/4G Stand Alone Email Share Plan with Unlimited Messaging

Compatible with server based email solutions

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

### Standalone Email Share Plan with Unlimited Messaging

Monthly Access Charge	\$32.99
Monthly 3G Share Data Allowance	3 GB Share
Overage Rate After Allowance	\$0.0000076/KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate <sup>†</sup>	\$0.25
Text, Picture and Video Messaging	Unlimited
Domestic Long Distance	Included in the Per Minute Rate Above

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan Feature Details for important information about calling plans, features and options. <sup>†</sup>Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. **Data Sharing:** At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.

## (Domestic) Mobile Broadband Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

### Smartphone Data-Only Plans

Monthly Access Charge	\$30.00	\$39.99
Domestic Data Allowance for Email	500MB	5GB Pooled
Overage Rate Per MB	\$0.05	\$0.05
Domestic Anytime Voice Minutes Per Month	0 Minutes	
Domestic Voice Overage Rate	\$0.25 per minute	
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)
		\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance	Included	

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.

## Global Mobile Broadband Connect/Hot Spot Feature Plans

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

Monthly Access Charge	Monthly Allowance	Rate After Allowance (Canada)	Rate After Allowance (Mexico & Rest of the World)
\$22.50	50 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$52.50	150 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$93.75	300 Megabyte	\$2.00 Per MB	\$5.00 Per MB

**Note:** Current National Access, and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Verizon Wireless Calling Plan and Features Details apply.

## Global Data Optional Feature

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

Monthly Access Charge	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
\$18.75	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

### Included Global Data Plan Countries

Aland Islands, Albania, Andorra, Anguilla, Antigua, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Barbuda, Belarus, Belgium, Bermuda, Bolivia, Bonaire (Netherland Antilles), Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Cayman Islands, Chile, China, Christmas Island, Colombia, Croatia, Curacao (Netherland Antilles), Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, Estonia, Faroe Islands, Finland, France, French Guiana, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Israel, Italy, Jamaica, Japan, Jersey, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macao (Macau), Macedonia, Malta, Martinique, Mayotte Island, Mexico, Moldova, Monaco, Montenegro, Montserrat, Netherland Antilles, Netherlands, New Zealand, Northern Mariana Islands, Norway, Palestinian Authority, Paraguay, Peru, Philippines, Poland, Portugal, Reunion Island, Romania, Russia, Samoa, San Marino, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Trinidad and Tobago, Turkey, Turks and Caicos Islands, Ukraine, United Kingdom-England, Scotland, Wales, Northern Ireland, Uruguay, Uzbekistan, Vatican City, Venezuela, Vietnam, Virgin Islands, British.

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

## MACHINE-TO-MACHINE/ TELEMETRY PLANS

Mobile Broadband Machine-to-Machine Share Plans – Low Usage					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans:	1	5	25	50	150
	Megabyte	Megabytes	Megabytes	Megabytes	Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
Mobile Broadband Machine-to-Machine Plans – High Usage					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes	
Domestic Shared Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB	
Monthly Access Charge	\$20.00	\$25.00	\$37.50	\$60.00	
Overage Rate Per Megabyte	\$0.015				
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
<p><b>Note:</b> Current National Access, and Mobile Broadband coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. Verizon Wireless Calling Plan and Features Details apply. Government Subscribers can supply their own authenticated Equipment (CPE) to be activated on these plans. A select number of 4G USB Modem, MiFi and Jetpack devices are available for use with these plans. Please note device pricing in the Equipment Matrix, section 6.0 below does not reflect the price of equipment that can be activated on these plans. All equipment is open market. <b>Sharing:</b> Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.</p>					

Machine to Machine (M2M) Tiered Plan		
The Machine to Machine Tiered Data Plan is not eligible for additional discounts.		
Monthly Access Charge per Line	Data Usage Tiers (MBs)	Price/MB
\$0.75*	<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
<p><b>Note:</b> Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. 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 the 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 200 M2M Lines on this plan otherwise all usage on the plan will be charged at \$5.50 per MB.</p>		

## ADDITIONAL WIRELESS SERVICES

Calling Features				
Calling Plan Features are not eligible for any additional discounts				
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 ConnectSM† (Airtime and other charges may apply.)			
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
TXT Messaging & Enhanced TXT Messaging <sup>3</sup>	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$10.00 (Unlimited TXT/PIX/FLIX msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			
Enhanced TXT Downloads <sup>3</sup>	\$0.99 per Monophonic TXT Download		\$1.99 per Polyphonic or Graphic TXT Download	
Get Pix - Picture Messaging <sup>4</sup>	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)	
	\$0.25 per additional message			
Mobile Web by VZW with MSN <sup>5</sup>	<p>\$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. <sup>1</sup>Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message.</p> <p>Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</p> <p style="text-align: right;">\$6.95 (100 Included Messages)/ \$8.95 (200 Included Messages)/ \$12.95 (600 Included Messages)</p>			
GSM International Roaming <sup>6</sup> Global Phone	Zone 1 Countries		\$0.69/ minute	
	Zone 2 Countries		\$1.99/ minute	
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges			
Mobile Unified Communications	\$7.00 per month per user. Downloaded through VCAST Apps Storefront. Select Smartphone devices only.			
<p>Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. <sup>2</sup>Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. <sup>3</sup>TXT Messaging terms and conditions apply. <sup>4</sup>Get Pix terms and conditions apply. <sup>5</sup>Mobile Web terms and conditions apply. <sup>6</sup>Global Phone terms and conditions apply and require the Global Phone handset. Please contact your Verizon Wireless representative for the most current offer.</p>				
Navigator	\$9.99 Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).			

	<p>VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform.</p> <p>VZ Navigator is only available on new <u>LBS Compatible Handsets</u>  <a href="http://www.getitnow.vzshop.com/index.aspx?id=news_going_details&amp;appld=4754&amp;bhcp=1">http://www.getitnow.vzshop.com/index.aspx?id=news_going_details&amp;appld=4754&amp;bhcp=1</a>.</p> <p>VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.</p>
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### Government Secure Service Calling Plans

<p>"Asynchronous Data" for secure calling is a required feature. It provides circuit-switched voice and data coverage over the Verizon Wireless CDMA Network. This feature is available on QSec®-800 and QSec®-2700 phones.</p>	<p>\$5.00 monthly access Charge</p>
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**QSec®-800 Available Area:** Service is available in CDMA 800 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz Digital Service Area. Nationwide activation with local phone numbers.

**QSec®-2700 Available Area:** Service is available in CDMA 800 MHz and 1900 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz and 1900 MHz National Access Service Area. Nationwide activation with local phone numbers.

**Notes:** Use of the service is subject to the terms and conditions of the Service Agreement. Verizon Wireless may make changes to the Service Agreement and or the Calling Plan, including, without limitation, changes to content, rates, business practices and policies at any time in accordance with the terms and conditions in the agreement. NSA approved and Verizon Wireless certified Type I secure wireless device required. Activation of government secure devices is available only to authorized users. SIP server provisioning may be required. Networks not available in all areas. Coverage, service and offers not available in all areas.

**Government Secure Service Terms and Conditions:** Activation of Government Secure Service for QSec®-800 and QSec®-2700 devices is available only with the activation of the "Asynchronous Data" feature. Networks not available in all areas. Rates based on use of phone as programmed with Verizon Wireless' current Preferred Roaming List (PRL). The International Dialing feature and procedures apply for calls to Puerto Rico and the U.S. Virgin Islands. Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to features. Monthly allowance minutes do not apply while roaming outside of the home airtime area. Automatic roaming may not be available in all areas and rates may vary for calls placed while roaming. Verizon Wireless long distance required. Long distance and roaming rates for international calls, where available, may vary. Calls placed while traveling outside the Verizon Wireless network may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime allowance minutes are not transferable. Unused airtime minutes are lost. Airtime is charged to toll-free numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press the "SEND" or "CONNECT" button, or upon connection to system. On incoming calls, charges may begin prior to the phone ringing and before you press "SEND" to receive the call. Charges end when the call or data session disconnect from system, which may be a few seconds after you press "END" or "DISCONNECT" button. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered.

### Wireless Priority Service (WPS)

Discounted Monthly Access Fee	\$0.00
Discounted Feature Initiation Charge	\$0.00
Per Minute of Use Charge	\$0.75

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

## Verizon Wireless Field Force Manager

Optional Feature Access Charge – Basic*	\$23.99
Optional Feature Access Charge – Premium	\$39.99

**NOTE:** \*Optional Features may be added onto an eligible calling plan with a monthly access Charge of \$34.99 or higher. **Field Force Manager:** By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager 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. Airtime for Field Force Manager service is included in the Monthly Charge and its use is subject to the Unlimited VZAccess terms and conditions.

**The following rate plans have been grandfathered for future service activations. Any existing customer on one of these grandfathered rate plans may remain on the service plan.**

### America's Choice<sup>SM</sup> Calling Plans: Federal Supply Schedule Price

A discount has been applied and these plans are not eligible for any further discounts.

Standard Monthly Access Charge	\$28.34	\$32.39	\$40.49	\$48.59	\$64.79	\$80.99	\$121.49	\$161.99	\$242.99
Home Airtime Minutes	300	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate <sup>†</sup>	Included (for Domestic calls made within the 50 States)								
Roaming Airtime Rate <sup>†</sup>	\$0.69 per minute (includes Domestic long distance charges)								

### America's Choice<sup>SM</sup> with Push to Talk Calling Plans: Federal Supply Schedule Price

Standard Monthly Access Charge with Push to Talk*	\$48.59	\$56.69	\$64.79	\$80.99	\$97.19	\$137.69	\$178.19	\$259.19
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate <sup>†</sup>	Included							
Roaming Airtime Rate <sup>††</sup>	\$0.69 per minute							

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

### America's Choice<sup>SM</sup> Business SharePlan with Push to Talk: Federal Supply Schedule Price

Standard Monthly Access Charge with Push to Talk*	\$52.64	\$68.84	\$85.04	\$101.24	\$141.74
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN Calling minutes <sup>†</sup>	1000				
Per Minute Rate (over allowance)	\$0.25 per minute				
Unlimited Nights and Weekends <sup>††</sup>	Included				
Verizon Wireless Long Distance Rate	Included				
Roaming Airtime Rate <sup>†††</sup>	\$0.69 per minute				

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

### National SingleRate Calling Plans: Federal Supply Schedule Price

A discount has been applied and these plans are not eligible for any further discounts.							
Discounted Monthly Access Charge	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate	Included throughout the 50 States (\$0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 states)						
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.							
Verizon Wireless Fleet Administrator <sup>SM</sup>							
A discount has already been applied as indicated herein and is not eligible for any further discount.							
Monthly Access Charge	\$38.99						
Monthly Data Allowance	2 MB						
Overage Rate Per KB	\$0.015						
<p><b>Note:</b> Fleet Administrator - Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purpose of installation/deinstallation of devices. After hours installation may be subject to an additional fee. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.</p>							

Push to Talk Unlimited Calling Plan	
A discount has been applied and this plan is not eligible for any further discounts.	
<b>Monthly Access Charge</b>	\$32.39 (Unlimited One to One and Group Calling)
<b>Regular Cellular Voice Allowance</b> †	N/A
<p>Notes: Current Push to Talk coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Regular incoming cellular voice calls are restricted and regular outgoing cellular voice calls are limited to calls to 611 and 911 which may be placed anywhere in the America's Choice Rate and Coverage Area.</p>	

VZEmail Calling Plans (PDA/Smartphone and BlackBerry Solution)			
A discount has been applied and this plan is not eligible for any further discounts.			
	PDA / Smartphone / BlackBerry Solution		GlobalEmail*
<b>Monthly Access Charge</b>	\$29.99	\$40.49	\$56.69
<b>Optional Feature Access Fee</b> <sup>††</sup>	\$24.99	\$35.99	\$51.99
<b>MB Allowance</b>	10 MB	Unlimited	Unlimited**
<b>Overage Rate Per KB</b>	\$0.005	n/a	n/a
<b>Wireless Sync or BlackBerry Solution</b>	Included		
<b>National-Access Roaming (International)</b>	\$0.002 per kilobyte (Canada)		\$0.030 per kilobyte (beyond tier 1 countries)
<b>Home Airtime Rate</b> <sup>†††</sup>	\$0.25 per minute		
<b>Domestic Long Distance</b> <sup>#</sup>	Included		

**Notes:** Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. ††Optional Features may be added onto an eligible calling plan with a monthly access Charge of \$34.99 or higher. PDA/Smartphone Subscribers may also choose a \$0.00 access fee feature with 0MB and \$0.15 per KB overage (Wireless Sync not included, but can be added for \$5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. †††Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. \*GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee \$0.002 per KB/ Canada, \$0.020 per KB/ Western Europe, \$0.030 per KB/ rest of the world. \*\*GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit [www.VerizonWireless.com](http://www.VerizonWireless.com) for country tiers and listings.

### NationalAccess Telemetry Plan

Monthly Access Fee	NationalAccess MB Allowance*	NationalAccess Overage Rate per kilobyte	On-Net Rate Per Minute <sup>1</sup> (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
\$7.50	2 MBs	\$0.005	\$0.45 Peak/\$0.20 Off-Peak	\$0.69 domestic roaming (\$0.99 international roaming)	\$0.20

**Notes:** <sup>1</sup>On-Net rates apply when off Verizon Wireless' NationalAccess, but still on Verizon Wireless' digital and/or analog network, subject to device capabilities. \*Megabyte allowance and overage rate per kilobyte apply on Verizon Wireless' NationalAccess only, subject to device capabilities. For current NationalAccess service area, visit the web at [www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp](http://www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp). †Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and in Canada; long distance charges will apply when making or receiving calls outside the United States. Customer must maintain a minimum of five (5) active properly enrolled and coded, active and billable Government Subscriber Units in order to qualify for Telemetry Pricing and/or Monthly Access Fee Discounts. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with the calling plan selected. NationalAccess data usage is rounded to the next full kilobyte at the end of each bill cycle. Only total of kilobytes transmitted each billing cycle will appear on the bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours); Customer is responsible for all charges, including all data sent and received and "overhead" whether or not your company or its recipients actually receive data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

**Definitions** Bit – A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte – A byte is a unit of measure equal 8 bits. Kilobyte – A kilobyte is a unit of measure equal to 1,024 bytes. Megabytes – A megabyte is a unit of measure equal to 1,048,576 bytes or 1,024 kilobytes.

### Digital Minutes of Use Telemetry Plan - Option 1

Telemetry Units <sup>2</sup>	Monthly Access Fee	On-Net Peak/Off Peak Per Allowance	On-Net Rate Per Minute <sup>1</sup> (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
10,000 +	\$7.00	45 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69	\$0.20

### Digital Minutes of Use Telemetry Plan - Option 2

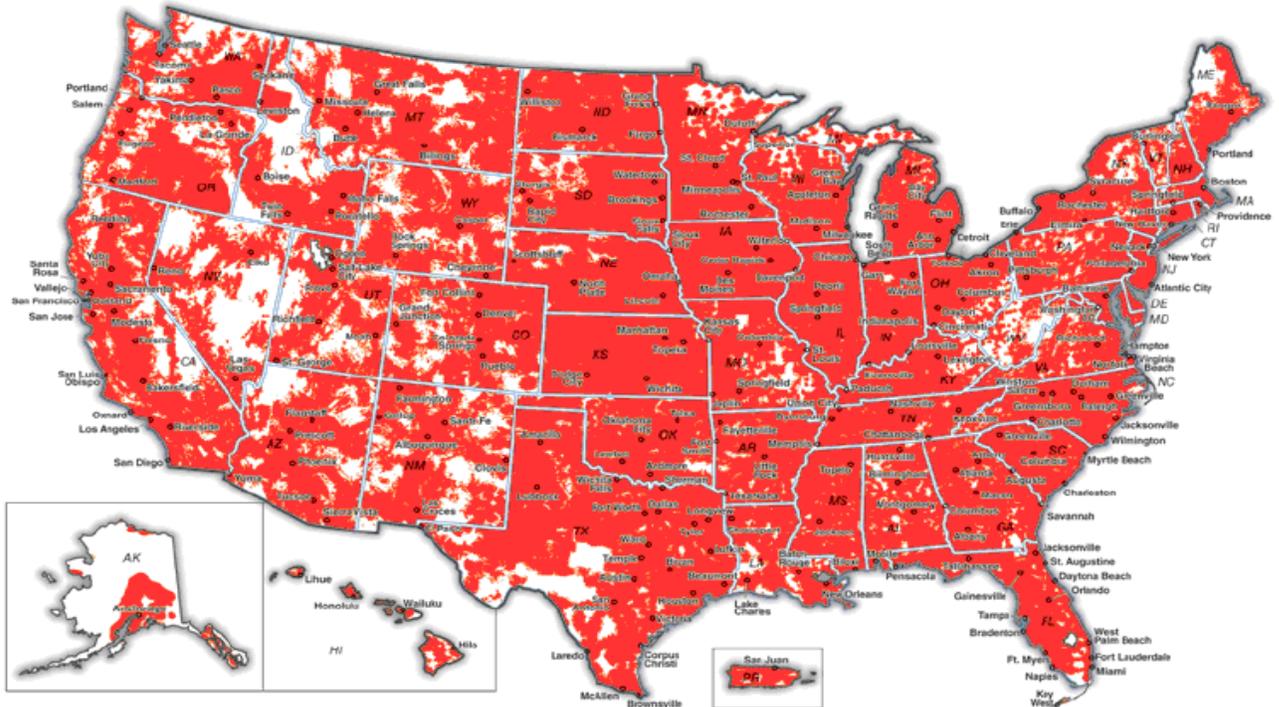
Telemetry Units <sup>2</sup>	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute <sup>1</sup> (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate per Minute (Peak/Off-Peak)
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10,000 +	\$ 7.00	60 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69	\$0.20
<p><b>Note:</b> <sup>1</sup>On-Net rates apply when on Verizon Wireless' digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls. <sup>2</sup>The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Customer's Telemetry Units but are not subject to further access fee discounts based on Customer's Telemetry Attainment Tier. Available to Corporate Subscribers only. Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.</p>					

<b>Public Safety Unlimited NationalAccess Data Plan</b>	
A discount has been applied and this plan is not eligible for any further discounts.	
<b>Monthly Access Charge</b>	\$45.00
<b>NationalAccess Allowance</b>	Unlimited
<b>Home Airtime Per Minute Rate (for data usage off the NationalAccess network and voice usage)</b>	\$0.25
<b>Roaming Airtime Per Minute Rate (for data usage off the NationalAccess network and voice usage)</b>	\$0.69
<b>Verizon Wireless Domestic Long Distance Rate</b>	Included
<p>Note: Roaming, toll, and long distance charges may apply when making and receiving call from off the America's Choice home airtime rate area and Canada. You will see 777-000-0001 in dialed digits column of bill for NationalAccess data sessions only. NationalAccess data sessions automatically terminate after two (2) hours of inactivity, unless user has a Mobile IP (MIP) capable device, then the NationalAccess data sessions will need to be reinitiated after 24 hours (actual timeout will be set to 23:55 hours). The Public Safety NationalAccess plan may only be used with wireless devices for public safety applications. Examples of such public safety applications are NLETS, TBIS, CAD, NCIC, short messaging and RMS as well as other transmission services such as in-house GPS, bar code reading, sending of still digital pictures, and wireless dispatch</p>	

# Nationwide and National Mobile to Mobile Calling

Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



**Important Map Information:**

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather, that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See [verizonwireless.com/coverage/locator](http://verizonwireless.com/coverage/locator) for additional coverage information.



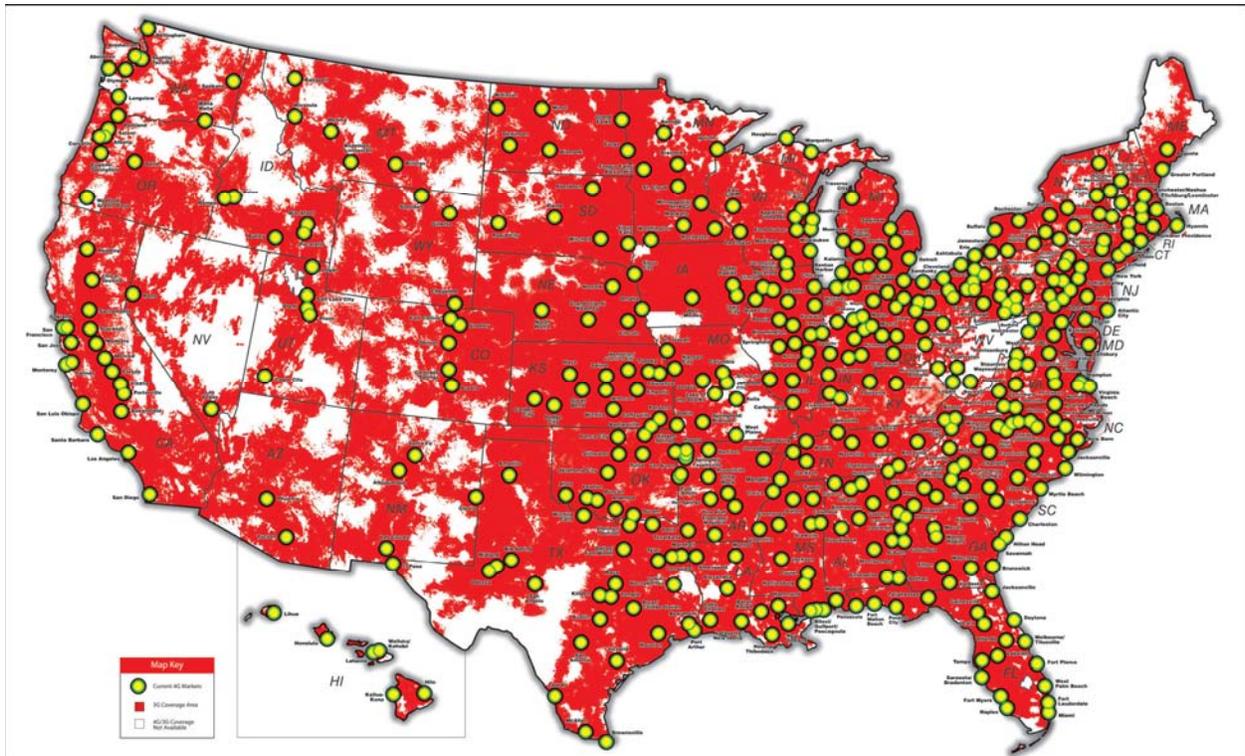
NE16160710

Network details & coverage maps at [vzw.com](http://vzw.com). © 2010 Verizon Wireless

Coverage Map

# THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.

Available in over 400 cities nationwide.



## 4G Markets and 3G Data Coverage Map

For an airport list and the most up-to-date list of 4G markets, visit [verizonwireless.com/4GLTE](http://verizonwireless.com/4GLTE)

### Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See [verizonwireless.com/coverage](http://verizonwireless.com/coverage) locator for additional information.

## Surcharges & Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will 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, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

### **Federal Universal Service Charge**

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – January 1, 2013 is 3.79% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 16.1%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

### **Regulatory Charge**

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at [www.fcc.gov](http://www.fcc.gov).

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

## Verizon Wireless Terms and Conditions

**Verizon Wireless Calling Plan Optional Services.** Additional fees may be required as per the individual calling plans

**Calling Plans and Associated Charges:** Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**Home Airtime and Roaming:** Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at [www.verizonwireless.com](http://www.verizonwireless.com). Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial \*228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

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

### Verizon Wireless Calling Plan Included Features

Call Waiting <sup>1,6</sup>	Three Way Calling <sup>1,6</sup>
Call Forwarding <sup>6</sup>	No Answer/ Busy Transfer <sup>6</sup>
Caller ID <sup>2,6</sup>	Basic Voice Mail <sup>3,6</sup>
411 Connect <sup>sm</sup> <sup>4,6</sup> (Directory Assistance)	Basic TTXT Messaging <sup>5</sup>

<sup>1</sup>Airtime charges apply to all calls simultaneously.

<sup>2</sup>When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing \*67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

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

<sup>4</sup>411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

<sup>5</sup>TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

<sup>6</sup>Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

**Push to Talk:** Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk

call cannot be received. 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 call. Push to Talk 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](http://www.verizonwireless.com) for additional Push to Talk information.

**Mobile to Mobile:** Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.\*

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

\*NOTE: If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

**TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

**Mobile to Mobile Messaging:** Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries.

**Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

**V Cast VPak:** Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at [www.verizonwireless.com](http://www.verizonwireless.com)

**Mobile Web:** Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at [www.verizonwireless.com](http://www.verizonwireless.com)

**International Long Distance:** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

**Verizon Wireless International Long Distance Value Plan:** Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at [www.verizonwireless.com](http://www.verizonwireless.com).

**International Roaming (Global Phone):** Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

**Roaming in CDMA countries outside of the US:** Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

**Roaming in GSM countries:** CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

## VZAccess and VZEmail (Mobile Broadband & Data Services)

**VZAccess and VZEmail Calling Plans and Features:** VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on [www.verizonwireless.com](http://www.verizonwireless.com). VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit [www.verizonwireless.com](http://www.verizonwireless.com). All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned

off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

**Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes:** (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

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

**Unlimited VZAccess and VZEmail:** NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

**VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)):** Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

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

**GlobalAccess:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must

safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

**GlobalEmail:** GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

## Share Option

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

**America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers:** (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

## Information for Ordering Activities:

### 1. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 2. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 968904698\_\_\_\_\_

Block 30: Type of Contractor - \_\_C. Large Business\_\_\_\_\_

Block 31: Woman-Owned Small Business - \_No\_\_\_\_\_

Block 36: Contractor's Taxpayer Identification Number (TIN): \_\_223372889\_\_\_\_\_

2a. CAGE Code: \_1HWU7\_\_\_\_\_

2b. Contractor has registered with the Central Contractor Registration Database.

### 3. FOB Destination

### 4. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
___132-53_____	__5__ Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

5. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: NONE\_\_\_% - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity NONE

c. Dollar Volume NONE

d. Government Educational Institutions NONE

e. Other NONE

6. Trade Agreements Act of 1979, as amended:

This Contract is for commercial wireless service. To the extent that Verizon Wireless provides products on the open market, such products are manufactured by third parties and may contain elements or components produced in foreign countries.

7. Statement Concerning Availability of Export Packing: N/A

8. Small Requirements: The minimum dollar value of orders to be issued is \$\_7.99.

9. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-53 – Wireless Services

### 10. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**11. FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**12. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering

purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**13. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

**14. GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

**15. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**16. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**17. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **18. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## **19. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **20. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.

## **21. SECTION 508 COMPLIANCE**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp>

Verizon Wireless will work with ordering agencies to assist in identifying their specific Section 508 requirements.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

Verizon Wireless is committed to providing wireless products and services that are accessible to all people, including individuals with disabilities. Our equipment that facilitates electronic office equipment accessibility for handicapped individuals is identified in our commercial literature and on our website at

<http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp>

Verizon Wireless does not manufacture these products. We continue to work with our vendors and suppliers to encourage them to develop and offer solutions that will enable Verizon Wireless' products and services to be more accessible to all. Verizon Wireless will work with ordering agencies to assist in identifying their specific 508 requirements.

## **22. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **23. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **24. SOFTWARE INTEROPERABILITY**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **25. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO  
WIRELESS SERVICES  
(SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

The CRS Verizon Wireless provides is consistent with the highest quality of commercial practices in the industry. Verizon Wireless's inspection system is not subject to approval by the government.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Verizon Wireless does not manufacture equipment and will provide the manufacturers consumer warranty. Please contact customer service to first try to troubleshoot the problem. If it is determined that the problem is in the hardware, a warranty repair must take place. All manufacturers' warranty information is shipped with each phone at the time of purchase. The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Verizon Wireless will provide training assistance at no charge. Please call 1-800-561-6227

## 6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

Verizon Wireless will provide upon request by Ordering Activity.

## 7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

See Pricing section

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

See Pricing section

(c) Describe government volume discounts and eligibility requirements.

See Pricing section

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

Verizon Wireless provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

**(Sandra Nielson, Manger Supplier Diversity, 908-559-2920, Sandra.Nielson@VerizonWireless.com)**