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LANCASTER COUNTY  
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**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA  
and LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Wireless Voice Service, Wireless Broadband Service,  
Accessories and Equipment  
State of Nebraska Contract Number 53233 04  
(Western States Contracting Alliance, Contract No. 1907)**

**Contractor:  
Cellco Partnership,  
d/b/a Verizon Wireless  
One Verizon Way  
Basking Ridge, NJ 07920**

**CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION,  
AND LANCASTER COUNTY, NEBRASKA,  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Cellco Partnership, d/b/a Verizon Wireless, One Verizon Way, Basking Ridge, NJ 07920 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln/Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Cellco Partnership, d/b/a Verizon Wireless Contract Number 53233 04, dated August 2, 2012, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 53233 04, dated August 2, 2012; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 53233 04, dated August 2, 2012 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 53233 04, dated August 2, 2012, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning August 1, 2012 through October 31, 2016.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed for one (1) additional two (2) year period with mutual written agreement by both parties not to exceed the term of the current State of Nebraska contract.

- 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 53233 04, dated August 2, 2012.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln/Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln/Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln/Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln/Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver flats mail preparation.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Cello Partnership d/b/a Verizon Wireless, Contract Number 53233 04, dated August 2, 2012.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Clause for All City Contracts" attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska, Contract Number 53233 04, dated August 2, 2012
3. Verizon Wireless Pricing Sheets

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

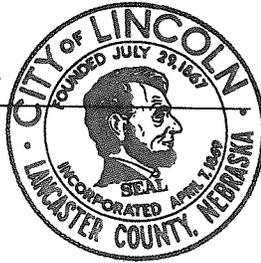
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Jean E. Row  
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris B...  
Mayor

Approved by Resolution A-87092

dated 12-3-12

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

Richard Galow  
Deputy County Attorney  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster County, Nebraska

Jane K...  
Deane...  
D...  
...

Dated: 12/18/12

**EXECUTION BY PUBLIC BUILDING  
COMMISSION**

Rod Cooper  
Lincoln/Lancaster County PBC Attorney

Linda Wilson  
Lincoln/Lancaster County Public Building  
Commission

Dated: 1-7-13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_(SEAL)  
Secretary

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Cellco Partnership d/b/a  
Verizon Wireless

\_\_\_\_\_  
Name of Organization

General Partnership

Type of Organization One Verizon Way  
Basking Ridge, NJ 07920

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member Todd Loccisano, Executive Director

By: \_\_\_\_\_  
Enterprise & Government Contracts  
Member

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

**CONTRACT NUMBER**  
 53233 04

PAGE 1 of 1	ORDER DATE 08/02/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 2036008	
VENDOR ADDRESS:  CELCO PARTNERSHIP DBA VERIZON WIRELESS ATTN TAX DEPARTMENT 1 VERIZON PL ALPHARETTA GEORGIA 30004-8510	

 COPY

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 01, 2012 THROUGH OCTOBER 31, 2016**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from WSCA Contract 1907

Contract to supply and deliver Verizon Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, through a prime vendor program to State of Nebraska agencies for the period August 1, 2012 through October 31, 2016 with the option to renew for one (1) additional two (2) year period for the terms, conditions and specification of the "Request for Proposal".

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Verizon Wireless must be processed by Administrative Services, Office of the OCIO. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor.

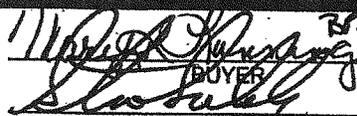
(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the Nevada Department of Administration, State Procurement Office)

(For the File: The WSCA/Celco Partnership d/b/a Verizon Wireless, Inc. Master Price Agreement contract period was effective April 10, 2012. The WSCA/Celco Partnership d/b/a Verizon Wireless, Inc. Participating Addendum for Nebraska became effective on August 1, 2012.)

Vendor Contact: RJ Fenolio  
 Phone: 702-283-2200  
 Fax: 866-917-7801  
 Email: rj.fenolio@verizonwireless.com

(08/08/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WIRELESS VOICE AND DATA SERVICES	9,000,000.0000	EA	1.0000	9,000,000.00
<b>Total Order</b>					<b>9,000,000.00</b>

  
 BUYER  
 8/20/12  
 MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

PAGE 1 of 1	ORDER DATE 08/02/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 2036008	
VENDOR ADDRESS:  CELCO PARTNERSHIP DBA VERIZON WIRELESS ATTN TAX DEPARTMENT 1 VERIZON PL ALPHARETTA GEORGIA 30004-8510	

**CONTRACT NUMBER**  
 53233 04



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**AUGUST 01, 2012 THROUGH OCTOBER 31, 2016**

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<b>Total Order</b>					<b>9,000,000.00</b>

*[Handwritten Signature]* BTRK 8/20/12  
 BUYER 8/20/12  
 MATERIEL ADMINISTRATOR

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**ORIGINAL**

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*[Signature]* 8/20/12  
 BUYER  
 MATERIEL ADMINISTRATOR

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT  
Celco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")**

And

State of Nebraska  
(hereinafter "Participating Entity")

**1. SCOPE:** Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

**2. PARTICIPATION:** Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

**3. INDIVIDUAL CUSTOMER:** Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement, and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

**4. TAXES of the Standard Terms and Conditions shall read as follows:**

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy.

**5. DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:**

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Suspend contractor from receiving future proposal solicitations.

**6. REPORTS of the Standard Terms and Conditions shall contain additional language as follows:**

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	February 15
March 31	May 15
June 30	August 15
September 30	November 15

**7. DELIVERY OF GOODS shall be added as follows:**

No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service; failing which the Product or Service shall be deemed accepted by the Purchasing Entity.

**8. PROMPT PAYMENT of the Standard Terms and Conditions shall read as follows:**

The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.

The State of Nebraska may terminate this Contract or any purchase order, in whole or in part, in the event funding is no longer available. Its obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract or any purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State of Nebraska will give the Contractor written notice of thirty (30) days prior to the effective date of any termination under this section. All obligations of the State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. The Contractor shall be entitled to receive just and fair compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**9. RECORDS ADMINISTRATION AND AUDIT OF RECORDS of the Standard Terms and Conditions shall be amended to read as follows:**

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**10. INDEMNIFICATION/HOLD HARMLESS of the Standard Terms and Conditions shall be amended to read as follows:**

**A. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**B. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**C. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**11. LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to read as follows:**

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**A. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor carry their own performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary as relates to Contractor operations, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**C. INSURANCE COVERAGE AMOUNTS REQUIRED**

**1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**2. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal/Advertising Injury	\$2,000,000 any occurrence
Bodily Injury/Property Damage	\$2,000,000 per occurrence
Fire Damage ( <u>damage to rented premises</u> )	
\$50,000 any one fire	
Medical Payments	\$5,000 any one person

**3. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$2,000,000 combined single limit
See increases above.	

**D. EVIDENCE OF COVERAGE**

The contractor should furnish the State a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1<sup>st</sup> Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

30 Days Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management and a new coverage binder shall be submitted to ensure no break in coverage.

**12. DRUG POLICY shall be added as follows:**

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

**13. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**14. NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- A. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- B. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- C. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**15. CONTRACT MONITORING shall be added as follows:**

The contractor is obligated to furnish information as requested to determine whether the objectives of the contract have been met. The contractor will be required to furnish quarterly reports to the State of Nebraska primary contact upon request.

**16. LIMITATION OF LIABILITY shall be added as follows:**

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**17. EARLY TERMINATION**

The contract may be terminated as follows:

- A. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
  
- B. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
  
- C. The State may terminate the contract immediately for the following reasons:
  - 1. if directed to do so by statute;
  - 2. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - 3. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - 4. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - 5. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - 6. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - 7. contractor intentionally discloses confidential information;
  - 8. contractor has or announces it will discontinue support of the deliverable;
  - 9. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**18. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just

and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**19. ADMINISTRATIVE FEE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. This will reduce the generally available WSCA discount by 1% to the end users. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Payment Due</u>
December 31	February 15
March 31	May 15
June 30	August 15
September 30	November 15

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

**20. Intentionally Omitted.**

**22. Lease Agreements: NONE**

**23. Primary Contacts:** The primary contacts individual for this participating addendum are as follows(or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	<a href="mailto:tismith@admin.nv.gov">tismith@admin.nv.gov</a>

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	<a href="mailto:rj.fenolio@verizonwireless.com">rj.fenolio@verizonwireless.com</a>

Participating Entity

Name	Mary Lanning, Buyer, State of Nebraska
Address	301 Centennial Mall South, Lincoln NE 68508
Telephone	402-471-6500
Fax	402-471-2089
E-mail	<a href="mailto:Mary.lanning@nebraska.gov">Mary.lanning@nebraska.gov</a>

**24. Subcontractors:**  
NONE

**25. Purchase Order Instructions:**

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

**26. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **53223 (04)** and the Lead State price agreement number: 1907

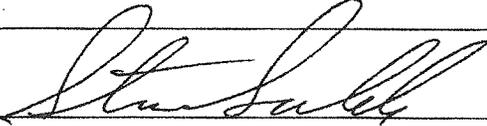
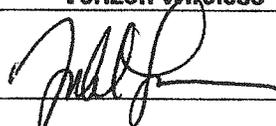
This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**27. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <b>State of Nebraska</b>	Contractor: <b>Cellco Partnership d/b/a Verizon Wireless</b>
By: 	By: 
Name: <b>Steve Sulek</b>	Name: <b>Todd Loccisano</b>
Title: <b>AS Materiel Administrator</b>	Title: <b>Executive Director Enterprise and Government Contracts</b>
Date: <b>8/20/12</b>	Date: <b>8/14/2012</b>

**Verizon Wireless Pricing Sheet**  
**Western States Contracting Alliance (WSCA) Contract for Services #1907**

**WSCA Nationwide for Government Share Calling Plans**

Unlimited National Mobile to Mobile and Night & Weekends Minutes  
 No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	WSCA Discount No additional discounts apply	Unlimited Push to Talk	Per-Minute Rate After Allowance
0	\$15.99*	N/A	\$0.25
100	\$23.68	\$2.00	
200	\$26.94	\$2.00	
<b>Data Sent or Received</b>	\$1.99/ MB or per data package**		
<b>100 Messages (Text, Picture and Video)</b>	Included		
<b>Unlimited Messages (Text, Picture and Video)</b>	\$12 additional monthly access per line		

**Notes** Current 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. \*The \$15.99 zero access plan can only be 50% of an accounts total share lines. \*\*3G Smartphones and 3G Data Multimedia Phones require a data package.

**WSCA Nationwide for Government Calling Plans**

Unlimited National Mobile to Mobile and Night & Weekend Minutes  
 No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes		Monthly Access Fee Shared Minutes		Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount					
400	\$35.88	\$27.63	\$38.45	\$29.61	Not Included	\$0.25
600	\$52.56	\$40.47	\$55.12	\$42.44	Included*	
1000	\$67.94	\$52.31	\$70.50	\$54.29		
<b>Data Sent or Received</b>	\$1.99/ MB or per data package**					
<b>100 Messages (Text, Picture and Video)</b>	Included					
<b>Unlimited Push-to-Talk</b>	\$2.00					
<b>Unlimited Messages (Text, Picture and Video)</b>	\$12 additional monthly access per line					

**Notes:** Current 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. \*Friends & Family eligibility varies on selected calling plan. \*\* 3G Smartphones and 3G Data Multimedia Phones require a data package

## VZW Nationwide for Business Calling Plans

**Unlimited National Mobile to Mobile and Night & Weekend Minutes  
No Domestic Roaming or Long Distance Charges  
Unlimited Text Messages for Talk & Text Plans**

Monthly Anytime Voice Minutes	Talk		Talk & Text		Friends & Family (Up to 10 numbers) Included w/ Share*	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount					
450	\$39.99	\$30.79	\$59.99	\$46.19	\$0.25	
900	\$59.99	\$46.19	\$79.99	\$61.59		
Unlimited	\$69.99	\$53.89	\$89.99	\$69.29		
<b>Share Option</b>	\$5 \$3.85 additional monthly access per line				Included*	
<b>Unlimited Push-to-Talk</b>	\$2.00					
<b>100 Messages (Text, Picture and Video)</b>	Included					
<b>Data Sent or Received</b>	\$1.99/ MB or per data package**					

**Notes:** Current 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. \*Friends & Family eligibility varies on selected calling plan. \*\* 3G Smartphones and 3G Data Multimedia Phones require a data package.

## VZW Nationwide Small Business Share Plans

**Unlimited National Mobile to Mobile and Night & Weekend Minutes  
No Domestic Roaming or Long Distance Charges  
Unlimited Text Messages for Talk & Text Plans**

Shared Monthly Anytime Voice Minutes	Talk		Talk & Text		Maximum # of Lines	Per-Minute Rate After Allowance	Friends & Family (Up to 10 numbers)
	Monthly Access Fee with a 23% WSCA Discount						
700	\$69.99	\$56.19	\$99.99	\$79.29	5	\$0.45	Included*
1400	\$89.99	\$71.59	\$119.99	\$94.69	5	\$0.40	
2000	\$99.99	\$79.29	\$129.99	\$102.39	5	\$0.35	
3000	\$149.99	\$117.79	\$179.99	\$140.89	5	\$0.25	
4000	\$199.99	\$156.29	\$230.99	\$181.54	8	\$0.25	
6000	\$274.99	\$214.04	\$305.99	\$239.29	10	\$0.25	
7500	\$424.99	\$329.54	\$455.99	\$354.79	15	\$0.25	
10000	\$544.99	\$421.94	\$575.99	\$447.19	20	\$0.25	
15000	\$804.99	\$622.14	\$835.99	\$647.39	30	\$0.25	
20000	\$1084.99	\$837.74	\$1115.99	\$862.99	40	\$0.25	
30000	\$1609.99	\$1241.99	\$1640.99	\$1267.24	50	\$0.25	
<b>Add a Line**</b>	\$9.99		\$9.99 or \$15.99				
<b>Unlimited Push-to-Talk</b>	\$2.00						
<b>100 Messages (Text, Picture and Video)</b>	Included						
<b>Data Sent or Received</b>	\$1.99/ MB or per data package***						

**Notes:** Current 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. Only primary lines are eligible for monthly access fee discounts. Monthly Access Fees are for two lines of service. If the maximum number of lines associated with the Shared Monthly Anytime Minutes tier is exceeded, Customer will automatically be migrated to the lowest Shared Monthly Anytime Minutes tier that supports their number of lines. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. \*Friends & Family eligibility varies on selected calling plan. \*\*All additional lines on a Talk & Text Plan with a Shared Monthly Anytime Minute allowance for 3,000 minutes or less are \$9.99 each, for 4,000 minutes or more adding a line is \$15.99 each. \*\*\* 3G Smartphones and 3G Data Multimedia Phones require a data package.

### WSCA Local Flat Rate Calling Plan

The WSCA Local Flat Rate Calling Plan is NOT eligible for monthly access fee discounts  
For Corporate Liable Government WSCA Subscribers Only

Monthly Access Fee	\$8.99
Anytime Minutes	0
Per Minute Rate	\$0.10
Domestic Long Distance	\$0.20 per minute
Roaming	\$0.69
Data Sent or Received	\$1.99 / MB or per data package*
1000 Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	\$5.00 additional monthly access fee per line

Notes: Current 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. \*3G Smartphones and 3G Multimedia Phones require a data package.

### Nationwide Flat Rate Calling Plans

The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions  
No Domestic Roaming or Long Distance Charges

Monthly Anytime Voice Minutes	Corporate Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received	\$1.99/ MB or per data package*

Notes: Current 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. \*3G Smartphones and 3G Multimedia Phones require a data package.

### Nationwide Non-Share Push to Talk Calling Plan

The Push to Talk Unlimited calling plan is NOT eligible for monthly access fee discounts  
For Corporate Liable Government WSCA Subscribers Only

Monthly Access Fee	\$19.99
Home Airtime Minutes*	0
One to One & Group Talk	Unlimited
Data Sent or Received	\$1.99/ MB or per data package**

Notes: Current 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. Push to Talk terms and conditions apply. \*Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. \*\*3G Smartphones and 3G Multimedia Phones require a data package.

### WSCA Share Push to Talk Calling Plan

The WSCA Push to Talk Only Calling Plan is NOT eligible for monthly access fee discounts  
For Corporate Liable Government WSCA Subscribers Only

Monthly Access Fee	\$18.99*	Per-Minute Rate After Allowance
Home Airtime Minutes	0	\$0.25
One to One & Group Talk	Unlimited	
Night & Weekend Minutes	Unlimited	
Nationwide Mobile to Mobile	Unlimited	
Long Distance and Roaming	Included	
100 Messages (Text, Picture and Video)	Included	
Data Sent or Received	\$1.99/MB or per data package**	

Notes: Current 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. Push to Talk terms and conditions apply. \*The \$18.99 Push to Talk Plan can only be 50% of an accounts total share lines. \*\*3G Smartphones and 3G Data Multimedia Phones require a data package

## WSCA 3G/4G Nationwide Email for Government Calling Plans

Unlimited National Mobile to Mobile and Night & Weekend Minutes  
No Domestic Roaming or Long Distance Charges  
Unlimited Data Allowance for Email & Domestic Messaging

Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes		Monthly Access Fee Shared Minutes		Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount					
400	\$61.53	\$47.38	\$64.09	\$49.35	Included*	\$0.25
600	\$78.19	\$60.21	\$80.76	\$62.19		
1000	\$93.58	\$72.06	\$96.14	\$74.03		
National Access Roaming	\$0.002 per kilobyte					
Tethering	\$10 additional monthly access per line					
Unlimited Push-to-Talk	\$2.00					
Add-a-line	\$35.99**					

Notes: Current 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. \*Friends & Family eligibility varies on selected calling plan. \*\*The \$35.99 Add-a-Line plan can only be 50% of an accounts total share lines.

## WSCA Smartphone Calling Plans for Government Subscribers

No Additional Discounts Apply

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

Discounted Monthly Access Fee	\$35.99
Domestic MB Allowance	Unlimited
Home Airtime/Min. Rate	\$0.12
Nationwide Mobile to Mobile	Unlimited
Night & Weekend Minutes	Unlimited
Domestic Text, Picture and Video Messages	Unlimited
Domestic Long Distance <sup>1</sup>	Included
Overage Rate Per KB	n/a
National-Access Roaming	\$0.002 per Kilobyte

Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see [www.verizonwireless.com](http://www.verizonwireless.com) for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>1</sup>Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. <sup>1</sup>Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. <sup>111</sup>Long distance charges will apply when making or receiving calls outside the United States.

## Machine to Machine Plans

Monthly Access Fee with a 23% WSCA Discount on plans \$34.99 or higher

Monthly Access	Data Allowance	Overage Rate per MB	Share Option*	Data Roaming per KB (Canada)
\$5.00	1MB	\$3.00 per MB	Tier 1: Lines on 1MB through 50MB plans may share data at no charge.	\$0.002
\$7.00	5MB			
\$10.00	25MB			
\$15.00	50MB	\$0.03 per MB	Tier 2: Lines on 250MB through 5GB plans may share data at \$10.00/line monthly fee.	\$0.002
\$25.00	250MB			
\$50.00 \$38.50	5GB			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). \*Customer must maintain a minimum of 5 lines on the Machine to Machine plans in order to share data. Sharing among M2M lines is available only among lines active on plans in the same sharing tier. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available. Plan changes may not take effect until the billing cycle following the change request.

## VZW Data Package Requirements

The Data Packages are eligible for monthly access fee discounts and promotions, when available\*

Data for Feature Phones and Smartphones

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature <small>Compatible with server based email solutions</small>
N/A	-0-	\$1.99 per MB	N/A
\$10.00	75 MB	\$10.00 per each additional 75 MB of usage	N/A
<del>\$30.00</del> \$23.10*	2 GB**	\$10.00 per each additional GB of usage	\$15.00

**Notes:** Current 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. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). \*The \$30.00/2GB data package is eligible for monthly access fee discounts when combined with select Business calling plans. \*\*Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

## Mobile Broadband Data Plans

Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots	
Monthly Access Fee	\$30.00**†
Monthly Allowance	2GB
Per GB Rate After Allowance	\$10.00 per each additional GB of usage
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate††	\$0.25 per minute
Domestic Long Distance	Included

**Notes:** Current 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. 4G and 3G Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G equipment and 4G coverage. \*The \$30.00/2GB plan is not eligible for monthly access fee discounts. †The \$30.00 2GB plan is not available with 4G LTE modems (USB and embedded Notebooks, and is not available with 3G and 4G LTE Dedicated Mobile Hotspots. ††Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States.

## WSCA Nationwide Global Email for Government Calling Plans

Unlimited National Mobile to Mobile and Night & Weekend Minutes

No Domestic Roaming or Long Distance Charges

Unlimited Data Allowance for Global Email & Domestic Messaging

Monthly Anytime Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	No Additional Discounts Apply			
400	\$64.79	\$66.66	Included*	\$0.25
600	\$76.99	\$78.87		
1000	\$88.26	\$90.14		
National Access Roaming	\$0.002 per Kilobyte			
Unlimited Push to Talk	\$2.00			

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. \*Friends & Family eligibility varies on selected calling plan.

**Global Data Optional Features**  
Monthly Access Fee with a 23% WSCA Discount

Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
\$25.00 \$19.25	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

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

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

**Notes:** Current coverage details and list of Global Data Countries can be found at [www.verizonwireless.com/global](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.

**Global Voice \***

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

**Notes:** Current coverage details and list of Other Available Countries can be found at [www.verizonwireless.com/global](http://www.verizonwireless.com/global). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

**Global Messaging \***

**Global Text Messaging**

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

**Global Picture and Video Messaging**

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

**Notes:** Current coverage details, and list of Other Available Countries can be found at [www.verizonwireless.com/global](http://www.verizonwireless.com/global). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

**Pay Per Use Data Roaming**

**Pay Per Use Data Roaming\***

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

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

## Verizon Wireless Plan and Feature Details

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

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

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

**Unlimited Messaging:** Unlimited Messaging is included with the Talk & Text Plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

**Mobile to Mobile Calling:** Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

However, if either allowance is unlimited, the unlimited allowance will always apply first.

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

**Push to Talk:** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. The Push to Talk feature can be added to plans with a monthly access fee of \$34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and plan/feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

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

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

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

**International Roaming:** Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone, or Global Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See [www.verizonwireless.com/global](http://www.verizonwireless.com/global) for rates and destinations, which are subject to

## Verizon Wireless Plan and Feature Details

change without notice. International Eligibility required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit [verizonwireless.com/narooming](http://verizonwireless.com/narooming). By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

**Roaming in CDMA countries outside of the US:** CDMA Roaming rates are available at [www.verizonwireless.com](http://www.verizonwireless.com). Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

**Roaming in GSM countries:** CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See [www.verizonwireless.com](http://www.verizonwireless.com) for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers.

**Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute. We are implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While we invest much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit [www.verizonwireless.com/vzwoptimization](http://www.verizonwireless.com/vzwoptimization) [www.verizonwireless.com/global](http://www.verizonwireless.com/global).

Verizon Wireless strives to provide customers the best experience when using our network, a shared resource among tens of millions of customers. To help achieve this, if you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users we may reduce your data throughput speeds periodically for the remainder of your then current and immediately following billing cycle to ensure high quality network performance for other users at locations and times of peak demand. Our proactive management of the Verizon Wireless network is designed to ensure that the remaining 95% of

data customers aren't negatively affected by the inordinate data consumption of just a few users.

Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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

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

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

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

**Global Data Optional Features:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and Global Data Optional Features subscribers will need a National Access or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install Global Data Optional Features VZAccess Manager<sup>SM</sup> and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service

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of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

**Global Email SIM Cards:** SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. Verizon Wireless is not responsible

for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

## M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

**Megabyte (MB) Data Plans:** M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

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

**Roaming in CDMA countries outside of the US:** Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

**Data Roaming:** In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit [verizonwireless.com/narooming](http://verizonwireless.com/narooming). In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

## Regulatory Surcharges and 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 – April 1, 2012 is 3.96% 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 17.4%.

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.