



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

August 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Cellco Partnership d/a/b Verizon Wireless of Basking Ridge, NJ, vendor # 177660, for an amount not to exceed \$3,850,073.64 for a two (2) year and six (6) month contract, for Wireless Cellular and Data Services. The contract term shall be effective upon Governor and Council approval and ending on March 31, 2023.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure.

EXPLANATION

The State currently utilizes three contracts for Wireless Cellular and Data Services, which are set to expire September 30, 2020. In order to provide for the continuation of these essential services the Department, through the Bureau of Purchase and Property, released a request for proposals on October 7, 2019 that received five (5) responses.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage and functionality for the utilizing State agencies. This is one of three contracts that the Department intends to bring forward for approval.

The cellular data services are important to the operations of stationary wireless equipment and mobile devices primarily used by the Department of Transportation, the Department of Environmental Services and the Department of Safety. Based on the foregoing, I am respectfully recommending approval of the contract with Cellco Partnership d/a/b Verizon Wireless, Inc.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Charles M. Arlinghaus".
for
Charlie M. Arlinghaus
Commissioner



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE & PROPERTY
State House Annex - Room 102
25 Capitol Street
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603) 271-3201

August 17, 2020

Department of Information Technology
Denis Goulet
Commissioner
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

The Department of Administrative Services is requesting approval to enter into a statewide contract for Wireless Cellular and Data Services with Cellco Partnership d/b/a Verizon Wireless.

This request is a result of RFP 2239-20 for approximately a three (3) year contract beginning with Governor and Council approval and ending on March 31, 2023. The amount of the contract shall not exceed \$3,850,073.64. The intent of the State is to award multiple contracts and agencies shall utilize the lowest cost contractor that fits their business needs.

PRIOR RELATED ACTIONS

The current contracts with Cellco Partnership d/b/a Verizon Wireless, Sprint Solutions Inc., and NH #1 Rural Cellular Inc. d/b/a U.S. Cellular expire at the end of September 2020. This request is one of three new contracts that will replace the expiring contracts.

ALTERNATIVES AND BENEFITS

The benefits of a new contract shall allow the State agencies, and eligible participants, the ability to obtain wireless and cellular data services to fit their business needs.

IMPACT ON OTHER STATE AGENCIES AND MUNICIPALITIES

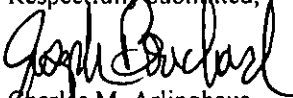
This contract shall allow for the continuation of the existing contract to provide the State, and eligible participants, with a source for wireless cellular data.

CONTACT PERSON: Erica Brisson
Purchasing Agent
25 Capitol Street, RM 102
Concord, NH 03301
Telephone: (603) 271-7272
Email: Erica.Brisson@das.nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

for  *Asst. Comm*
Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

August 17, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Cellco Partnership d/b/a Verizon Wireless, as described below and referenced as DoIT No. 2020-007(3).

This contract will provide wireless cellular and data services to all State Agencies. Services include traditional cellular telephone service, domestic use ISP access data services and Smartphone services.

The amount of the contract shall not exceed \$3,850,073.64 and shall be effective upon Governor and Executive Council approval through March 31, 2023.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2020-007(3)

cc: Erica Brisson, DAS BoPP



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Wireless Cellular & Data Service	Agency:	Statewide
Bid #	2239-20	Requisition: #	N/A
Agent Name	Erica Brisson	Bid Closing:	11/13/19 @ 11:00 AM

	AT & T	T MOBIL	US CELLULAR	VERIZON	SPRINT
OVERALL TOTAL SCORE	44	95	82	81	92

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**


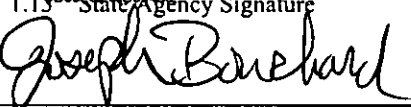
1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Cellco Partnership d/b/a Verizon Wireless		1.4 Contractor Address One Verizon Way Basking Ridge, NJ 07920	
1.5 Contractor Phone Number (978) 618-2848	1.6 Account Number Various	1.7 Completion Date March 31, 2023	1.8 Price Limitation \$3,850,073.64
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature DocuSigned by: <i>Todd Loecisano</i> Date: 8/14/2020 4:14 PM EDT		1.12 Name and Title of Contractor Signatory Todd Loecisano VP - Contract Management	
1.13 State Agency Signature <i>Joseph Baichard</i> Date: 8/18/20 508654218003460		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner <i>Joseph Baichard, Assistant Commissioner</i>	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 8/19/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

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1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
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1.13 State Agency Signature  Date: 8/18/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Joseph Boichard, Assistant Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. Delete Section 6.3 in its entirety and substitute with the following:

6.3 – The Contractor permits the State or (if any part of this Agreement is funded by monies of the United States) United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

2. Delete Section 9.2 in its entirety and substitute with the following:

9.2 - In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B

3. Delete Section 12. Assignments/Delegation/Subcontracts in its entirety and substitute with the following:

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, provided, however, for the avoidance of doubt, this shall not apply to any internal corporate reorganization where Contractor continues to be owned by the same ultimate parent (or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The contractor will work in good faith with the State to provide documentation showing compliance with this provision.

3. Delete Section 14 in its entirety and substitute with the following:

14.1 – The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force substantially the same coverage as required of Contractor, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed, authorized or permitted to conduct business in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement within thirty (30) days of the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. A receipt of notice from its

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insurer(s) Contractor shall provide the Contracting Officer identified in block 1.9, or his or her successor, thirty (30) days prior written notice of cancellation of the policy.

4. Delete Section 15.2 in its entirety and substitute the following:

15. Workers' Compensation

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain Workers' Compensation in connection with the Services provided by the Contractor under this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewals(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement. If applicable, the Contractor shall require any subcontractor to obtain and maintain workers compensation insurance as required under N.H. RSA chapter 281-A ("Workers Compensation").

EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION

Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular and Data Services as described herein and in accordance with the proposal submission in response to State Request for Proposal #2239-20.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2239-20
- f. EXHIBIT E Verizon Terms & Conditions: ENTERPRISE MESSAGING TERMS OF SERVICE

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFP 2239-20," and (6) Exhibit E "Verizon Terms & Conditions."

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter till March 31, 2023, unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall provide wireless cellular and data services available to all State Agencies.

TECHNICAL REQUIREMENTS:

The Contractor shall consider the State as one large account. It is not the intent of the State to receive variable services per State Agency under multiple Contractor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

The Contractor shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than 30 days after Contract

commencement. The State shall not be invoiced for the phones unless used by the State during turn-up.

Contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service.

NETWORK:

Contractor shall provide services including, but not limited to, network technology, (i.e. CDMA, GSM, LTE etc.).

COVERAGE AREA:

The Contractor shall provide coverage for each Telephone and Data service

- Traditional Cellular Telephone Service for voice operational coverage shall be 85% of all geographic areas of New Hampshire. ;
- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 80% of all geographic areas of New Hampshire
- Nationwide coverage for all services offered.

PORTING OF EXISTING TELEPHONE NUMBERS:

Contractor shall port all lines no later than 30 days after Contract commencement.

TYPE OF SERVICE:

TRADITIONAL CELLULAR TELEPHONE SERVICE, DOMESTIC USE:

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One (1) free voice device shall be offered for each user one (1) time per line. Otherwise devices shall be eligible for upgrade at prices included in any awarded contract.

ISP ACCESS DATA SERVICES:

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G LTE) service and fifth generation (5G).

SMARTPHONE SERVICES:

A SmartPhone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail, web browsing, take and display photos and videos, and data storage. Phones must be capable of accessing Microsoft Exchange Server and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this service shall be referred to as SmartPhone (SM) equipment. Contractor will offer one (1) 4G Smartphone voice device (make and model at its discretion, and approved by the State) at no cost for each

Government-liable user on one time per line basis on a voice and data plan with a monthly access fee of \$34.99 or higher. Once the initial Smartphone no cost device has been deployed, the Contractor shall permit the upgrade of device on a line after completing 24 months of service on that line at government promotional pricing. The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues as allowed under this contract. As new technology becomes commercially available, the State may add new plans, features and equipment that take advantage of the technology's functionality. If new equipment is needed, the State may order new equipment and services in accordance with the terms and conditions for equipment upgrades as outlined in this overarching contract.

One (1) free SmartPhone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. Devices shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall not prevent State of NH employees from accessing State of NH Mobile Device Management solutions.

COVERAGE:

The Contractor services shall cover a minimum of the following geographic areas for each proposed service. The Contractor shall also ensure same coverage is available 99% of the time for the respective geographic area. Contractor must clearly identify their licensed coverage area, not off network. Contractor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers

- Traditional Cellular Telephone Service:
Minimum 85% coverage of the geographic area of New Hampshire
- ISP Access Data Services:
Minimum 80% coverage of geographic area of New Hampshire at 3G & 4G LTE data rates

LICENSES:

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor shall file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Proposal are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the State may terminate the contract if Contractor fails to cure the breach within 30 days following receipt of written notice from the State. The State shall be responsible for all accrued monthly access charges, all actual usage charges and any related charges and fees including but not limited to taxes, roaming fees, long distance fees, and surcharges associated with its actual use of the service through the date of such loss of license or permit. The Contract shall be terminated with the State free to engage in an agreement with any contractor as becomes necessary to continue services without retribution to the original Contractor.

INTRODUCTION OF SERVICES:

The Contractor shall insure that services do not operate in conflict with alternate service providers. Contractor shall provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of the Contract. Only services requested and authorized by the State shall be replaced. The Contractors shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS:

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

PURCHASE ORDERS:

The State may email, mail, or fax Purchase Orders (PO) as requests for service. Contractor shall accept State Purchase Orders whenever used. If a PO is used, the applicable contract number shall be referenced in the body of the PO.

ORDERING PROCEDURE:

Telephoned Requests

State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M. to request services, Monday through Friday. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smartphones. Only Smartphones previously approved by the State Department of Information Technology shall be provided. No tablets may be purchased under this Contract.

- The Contractor shall be responsible to provide to DoIT-Statewide Telecommunications, a monthly report in Microsoft Excel to track each active line used by the State under this contract identifying (at a minimum) the device model, serial number, Agency/User assigned the device, date of issuance, and date of termination. Information regarding non-State agency lines can only be provided in the aggregate.

CONTRACTOR SIGNATURE DOCUMENTS:

Any signature forms used by the Contractor to reflect service requests or delivery of service by the Contractor to the State shall refer to the Contract number. All other terms and conditions shall be null and void.

INITIAL SERVICE REQUESTS:

The Contractor shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation services. The Contractor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology (DoIT) Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

ADDITION AND REMOVAL OF USERS:

Telephone subscriptions may be added or removed from service at any time during the Contract term, with a maximum requirement of a 30-day or one (1) calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date. All cellular telephone and Smartphone devices provided shall remain the property of the State, as the title of equipment provided to the State passes to the State upon receipt of equipment at the address designated on the order. All equipment provided or purchased under this Contract would remain the property of the State upon termination. Any accessories provided shall be retained as property of the State.

RETURNS:

Return Authorization credits shall be provided without penalty for faulty equipment.

- Contractor shall provide the State with a single point of contact and address for the return of equipment. State users may contact the Contractor Technical Support Team for required troubleshooting and return authorization.
- Contractor shall be responsible for all shipping charges for faulty equipment returned.
- Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from confirmation of warranty defect. Such service shall be available to State users by placing a single telephone call to the Contractor.
- Contractor shall offer a device recycling program which enables state agency customers to trade-in any phone, tablet and other wireless devices, acquired under this contract.

USER TRAINING:

When requested, the Contractor shall coordinate and make available training of users on the operation of the individual telephone, service access and features upon delivery of equipment. Requested training shall be made available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State. When requested, training shall be provided, at no cost to the State; in addition, the Contractor may also provide user training materials on-line at no cost to the State.

USER DOCUMENTATION:

The Contractor shall provide user instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Contractor's website.

CUSTOMER SUPPORT SERVICES:

The Contractor shall provide complete customer support inclusive of the following:

- Account Management

The Contractor shall provide a single point of contact for the State or its representative(s). Contractor shall work in conjunction with any State contractor regarding the interface of any and all Contractor or State provided and supported communications equipment.

- Account Team Access

Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

- Billing Support

The Contractor's primary point of contact for the State is its government account manager. The Contractor will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving ACH or credit card (P-Card) payments from the State.

- Problem Resolution

The Contractor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. Members of the Contractor's Business and Government Customer Operations Organization can conduct rudimentary device and network troubleshooting. Concerns related to quality of service, such as the inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation. Where BGCO representatives cannot resolve a situation and escalation becomes necessary, the issue will be escalated to the State's contract representative.

The State shall designate a Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

In the event of disputed wireless charges, State users must provide Contractor with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include the reason for the dispute and supporting documentation. The State may withhold payment of a disputed charge, up to the amount of the dispute, when the State users dispute such charge[s] on or before the applicable bill due date. Contractor will work in good faith to resolve billing issues within sixty (60) days after receipt of notice of the dispute with supporting documentation.

TECHNOLOGY UPDATES:

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges or fees for termination of a given service by the State or when the State elects to discontinue a service and/or requests replacement or upgrade of service with another offering while remaining a customer of that same Contractor. Contractor will make additional equipment available for purchase by State end-users as approved by the State to replace any interface equipment which becomes obsolete due to service updates; except, however, that Contractor shall provide a comparable replacement at no cost of any 4G iPhone SE or 4G iPhone XR purchased under this agreement that may become obsolete during the term (is no longer supported by the Contractor or the manufacturer).

The State and its agencies may subscribe to Verizon's Network Event Notification Program. The Network Event Notification (NEN) Program is a courtesy service that provides notice about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. The State or its agencies may choose to receive notices on unplanned and/or planned events. For additional information on the NEN

Program please visit:

<https://www.verizonwireless.com/businessportals/support/faqs/DataServices/nen.html>

INTRODUCTION OF NEW TECHNOLOGY:

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not current in any resulting contract shall require the issuance of a Contract amendment after the service is accepted by the State.

CONFIDENTIAL INFORMATION:

The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

INVOICING AND REPORTING REQUIREMENTS:

Invoices and reports are required throughout the duration the Contract as denoted below.

- **Monthly Reports**

The Contractor shall provide a Monthly Summary Report detailing services provided under this contract to both the Department of Administrative Services, Bureau of Plant and Property and the Department of Information Technology - Statewide Telecommunications. Included in the Monthly Summary Report shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. For the avoidance of doubt, information regarding Eligible Participants which are non-State agencies can only be provided in the aggregate because of restrictions by the Federal Communication Commission ("FCC") concerning the disclosure of Customer Proprietary Network Information ("CPNI"). **The State shall not be required to use any Contractor associated website as the main source to gather this information. The contractor may provide website access as an additional tool to the State of New Hampshire but is not to be used in lieu of any reporting requirements.**

Contractor work with the State and the affected agency regarding any mobile telephone number that has been inactive or suspended for a period of 60 days or more, including provide upon request a report showing those numbers assigned to the affected State agency that have been inactive or are suspended for 60 days or more, to determine if these devices shall be removed from service.

- **Invoicing Services**

Invoicing Services shall consist of the costing of all Contractor provided services. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulk charges shall be rejected by the State. A separate invoice shall be available for each telephone subscribed to each State office. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be pro-rated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every Contractor billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The Contractor shall provide within ten (10) working days, or within a mutually agreed time period, after notification, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State. In the event of disputed wireless charges, the State must provide Contractor with written notice within one hundred eighty (180) days of the date of the invoice with the disputed amounts. The written notice must indicate the reason for disputing the charges and supporting documentation. The State may withhold payment of a disputed charge, up to the amount of the dispute, for a charge disputed on or before the applicable bill due date. Contractor will work in good faith to resolve billing issues within sixty (60) days after receipt of the notification of dispute with supporting documentation. Particularly complex issues may take longer to resolve.

- Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State. For the avoidance of doubt, information regarding Eligible Participants which are non-State agencies can only be provided in the aggregate because of restrictions by the FCC concerning the disclosure of CPNI.

- Account Balances

The Contractor shall maintain all records of payments, credits and balances.

- Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports shall reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

- Paper

Invoices shall be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail, or downloadable from an Internet web site. Contractor will further provide the following billing options. 1) Paperless billing provides a quick and secure way to receive monthly bills. Upon enrollment in My Business the State can select paperless billing; 2) A detailed bill will show all charges pertaining to each mobile telephone. In addition, all outbound calls will show the number dialed, time, date and minutes used. Inbound calls typically display date, time, number*, rate, usage type, origination, and minutes (duration). Detailed billing is available at no additional charge; and 3)

Streamlined billing provides a simplified version of your bill. The streamlined bill will appear in the same format as it does in a detailed bill, except the call details for each mobile telephone number will not be printed.

- **Electronic Media**

Contractor supports the Electronic Data Interchange (EDI) EDI 811 (preferred) or EDI 810 (4010 version) standards for wireless billing. EDI billing information is available in a one-way data feed (payment information is not available at this time). The State must supply Contractor with a secure FTP port to which Contractor can send the file. If the State elects to have a third-party vendor receive the data directly from Contractor, the contract must be amended allowing Contractor to provide the third-party vendor with your billing information. The State would be responsible for converting any Contractor-provided reports from CSV format to its desired format.

REPAIR AND MAINTENANCE SERVICES:

The Contractor shall make services available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate repair, and maintenance in accordance with the terms of the contract.

The first step in resolving any issue with wireless service is to call Verizon Customer Service via *611 from the wireless handset or via toll-free number. A Customer Service representative will trouble-shoot and attempt to resolve any device issues experienced.

If the issue is not resolved, the call will be transferred to the Tier 2 Support Group who will verify the device is properly provisioned on the network and will perform other network troubleshooting.

If the issue cannot be resolved at this level within a 24 hour time-period, escalation to Tier 3 level support shall be provided and a trouble-ticket will be opened. This organization will investigate whether there are pending network issues that may be affecting the operation of the device or application.

The State and its agencies may subscribe to Verizon's Network Event Notification Program. The Network Event Notification (NEN) Program is a courtesy service that provides notice about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. The State or its agencies may choose to receive notices on unplanned and/or planned events. For additional information on the NEN Program please visit:

<https://www.verizonwireless.com/businessportals/support/faqs/DataServices/nen.html>.

TOLL FREE TELEPHONE NUMBER:

A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel shall be knowledgeable of the services and devices as configured for the State.

TELEPHONES AND EQUIPMENT:

Contractor Verizon will offer each single end-user on a one-time basis a 4G Basic, 4G Smartphone or 4G MiFi device (make and model at Verizon's discretion, and approved by the State) for each service end user, as more specifically provided in this Contract. Verizon will also offer additional equipment for purchase by State end-users as approved by the State. The Contractor shall provide cellular service for compatible equipment that is currently owned by the State. Services for all

equipment shall include equipment programming, repair, and instructional assistance. All user equipment purchased by the State shall be retained as property of the State once delivered to end-users. The State may update the approved equipment list offered at any time during the contract.

ACCESSORIES:

All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- Standard Wall Charger
- Bluetooth earpiece/headset and Screen protectors for SmartPhones

4G handsets are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain handsets. Accessories provided by the manufacturer may vary by device. In addition to accessories provided by the manufacturer, Contractor will provide the State's end-user with one (1) 12-volt Car Charger and one (1) universal Bluetooth earpiece/headset, one (1) universal screen protector for 4G cell phones, and an available protective cell phone case, make and model at Contractor's discretion. Other accessories may be also be made available for purchase. For additional information on accessories, please visit www.verizonwireless.com. In addition to the accessories provided with equipment as detailed above, Government-liable Subscribers are eligible to receive a twenty five percent (25%) discount off the retail price of qualifying accessories.

- **Hand Held Portable Telephones**

Traditional Cellular Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. Contractor Agrees to offer one (1) 4G basic voice device (make and model at Contractor's discretion and approved by the State) at no cost for each Government-liable user activating service on a voice plan with a monthly access fee of \$14.99 or higher, on a one-time per line basis. Once the initial basic no cost device has been deployed, standard upgrade terms and conditions will apply as allowed under this contract. In addition to any accessories provided by the manufacturer, Contractor will provide the State's end-user with one (1) 12-volt Car Charger, one (1) universal Bluetooth earpiece/headset, and an available protective cell phone case, make and model at Contractor's discretion and if applicable, one (1) universal screen protector for 4G cell phones. Other accessories may be also be made available for purchase. Optional feature phones will be available for purchase.

Contractor shall provide a full range of SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved devise is the iOS).

- **ISP Access Data Equipment**

Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Verizon will provide one (1) no cost 4G USB or 4GMBB/jetpack device (make and model at Verizon sole discretion and approved by the State) on a data plan with a monthly access fee of \$34.99 or higher, one-time per State end-user. Once the initial ISP no cost device has been deployed, standard upgrade terms and conditions will apply.

- Machine-to-Machine

Contractor shall provide services allowing wireless and wired systems; such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

- Bluetooth Equipment

Contractor shall provide devices and accessories compatible with Bluetooth, hands-free, equipment. The State's government-liable end-users are eligible to receive a discount off the retail price of qualifying accessories.

- Existing Equipment

Equipment currently owned by the State, when compatible, shall be serviced by the Contractor. Services shall include equipment programming, repair as available from the Contractor, and operational instructional assistance.

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal support technicians to provide support services for all equipment supplied by the Contractor. Any equipment purchased by the State shall be provided with a one (1) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device. It will be acceptable through the course of the term of service to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

- Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

- Insurance

The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the State and not a requirement of the Contractor.

- Security

The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Contractor shall contact the State and discontinue service for a designated telephone number if directed by the State.

NATIONAL SERVICE COMPATIBILITY:

The service shall be interactive with other Contractor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY:

Contractor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

E911 AND FCC SERVICE COMPATIBILITY:

Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES:

The Contractor shall offer service features as defined below. All offered features shall be clearly defined and priced in Exhibit C.

- Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

- Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

- Text Messaging

Users shall have the ability to send and receive text messages using telephones.

- Caller ID

Display of originating caller telephone number.

CONTRACTOR COMPANY AND STAFF QUALIFICATIONS (EXPERIENCE):

Contractor shall have a minimum of five (5) years of experience in provisioning wireless cellular and data services to larger entities, preferably inclusive of government customers. Administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives.

Subcontractors (Solution):

- a. Services shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- b. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- c. Subcontractors must abide by all terms and conditions under any the Contract.

ADDITIONAL REQUIREMENTS

- a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work. Notwithstanding the foregoing, Contractor clarifies that it will not build any structures or install any equipment under the terms this contract.
- b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor. Notwithstanding the foregoing, Contractor clarifies that it will not build any

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structures or install any equipment under the terms this contract

- c. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contractor will work in good faith to address any issues raised by the Contracting Officer concerning the performance of our employees in support of this Contract.
- d. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- e. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- f. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- g. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2239-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to

building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Wireless Cellular and Data services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$3,850,073.64; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE (exclusive of any applicable taxes and regulatory fees and surcharges).

Basic Voice – No Text or Data**

200 MINUTES	500 MINUTES
\$14.99*	\$29.99*

*Shared domestic anytime voice minutes, unlimited night and weekend and mobile-to-mobile.

**See further plans details below

BASIC VOICE- INCLUDING TEXT & DATA***

UNLIMITED*	UNLIMITED**
53.95*	\$22.99

*Includes unlimited voice minutes, standard voicemail, unlimited SMS/MMS messaging and 2 GB data. Push to Talk additional cost of \$5.00 per line

**Includes unlimited voice minutes, unlimited SMS/MMS messaging and 100MB data. Push to Talk additional cost of \$2.00 per line

***See further plans details below

SMARTPHONE ****

2 GB W/ UNLIMITED MINUTES*	4 GB W/ UNLIMITED MINUTES*	6 GB W/ UNLIMITED MINUTES*	UNLIMITED DATA PLAN ** UNLIMITED MINUTES	PUBLIC SAFETY PLAN – UNLIMITED***
\$53.95	\$62.25	\$70.55	\$53.95	\$39.99

*Push to talk additional cost of \$5.00 per line

** Includes unlimited voice minutes, unlimited SMS/MMS messaging, unlimited domestic data, and unlimited mobile hotspot. Push-to-talk is not available.

*** Includes unlimited voice minutes, unlimited SMS/MMS messaging, and unlimited domestic data. Push-to-talk available at an additional cost of \$2.00 per line. Mobile hotspot available at an additional cost of \$5.00 per line.

****See further plan details below

4G MOBILE BROADBAND ACCESS/HOTSPOT ***

5 GB*	10 GB*	UNLIMITED**
\$39.99	\$59.99	\$39.99

*Mobile broadband shared plans.

** Unlimited domestic data

***See further plan details below

TELEPHONE & EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	MODE/VERSION	INITIAL COST PER ITEM	REPLACEMENT COST PER ITEM
Traditional Cellular Telephone	TCT	Kyocera	4G DuraXV LTE	No Charge	\$264.00
Traditional Cellular Telephone	MS	Kyocera	4G Cadence LTE	No Charge	\$120.00
Mobile or Stationary Data Access Equipment for PC Laptop Support	MS	Verizon Ellipsis	4G Jetpack 900L	No Charge	\$149.99
USB Wireless Broadband Card	MS	Verizon USB	Global Modem	No Charge	\$249.99
Smart Phone	SP	Apple	4G iPhone SE 64GB or 4G iPhone XR 64GB	No Charge	\$399.99
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP			No Charge	
Standard Wall Charger	TCT	Included w/device		No Charge	\$29.99
Fast Charge Wall Charger	SP	Xentris	TVL24LGHT-M12	No Charge	\$29.99
12-Volt Car Charger	TCT/SP	Xentris	VPC24LGHT-M12	No Charge	\$29.99
Wireless Charger	SP			No Charge	
Cell Phone Power Pack	SP			N/A	
Cell Phone Case (includes belt clip holster type)	TCT/SP	Verizon	Shell Holster	No Charge	\$29.99
Corded Earpiece (Ear-bud)	TCT	Included w/ Device		No Charge	\$39.99
Bluetooth Earpiece/Headset	SP	Plantronics	Explorer 500 Bluetooth	No Charge	\$59.99

These equipment offers are (i) are subject to the terms and conditions specified in the above contract, (ii) are available to new activations and eligible upgrades unless otherwise noted; (iii) are subject to availability; and (iv) may not be combined with any other Verizon Wireless credit offers, government discount incentives, discounts or promotions unless otherwise noted. Each Government Subscriber may choose only one of the equipment offers. Equipment purchased must be activated on specified plan at time of purchase.

BALANCE OF PRODUCT LINE

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	COST	% DISCOUNT	LABEL
One Talk	SP	Verizon	\$25.00	n/a	Per month
One Talk – Native Dialer	SP	Verizon	\$15.00	n/a	Per month
One Talk – Auto Receptionist	SP, MSD	Verizon	\$10.00	n/a	Per month
One Talk – Hunt Group	SP, MSD	Verizon	\$0.00	n/a	Per month
Verizon MDM Unified Endpoint Management	MSD	Verizon	\$1.00	n/a	Per month/per device

Further Plan Details**Public Safety Plans**

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for First Responders (Subsidized - Discounted) Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts. Only 4G LTE, GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	\$39.99(16807)
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance	Unlimited
Domestic Messaging Allowance	Unlimited
Optional	
Domestic Mobile Hotspot	\$5.00 additional per month (76440)
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. Data usage for actively engaged and deployed fire, police, emergency medical technicians and emergency management agency users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to First Responders customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services 922120 Police Protection 922160 Fire Protection (except private)	

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security and Public Safety (Subsidized - Discounted)
Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

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

Monthly Access Fee	\$39.99 (16807)
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional	
Domestic Mobile Hotspot	\$5.00 additional per month (76440)
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. ⁽¹⁾However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security and Public Safety customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
922110 Courts	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices
923120 Administration of Public Health Programs	485111 Mixed Mode Transit Systems
928110 National Security	485112 Commuter Rail Systems
926120 Regulation and Administration of Transportation Programs	

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for First Responders (Subsidized - Discounted) Government Liable Subscribers Only

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

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

Monthly Access Fee	\$39.99
Domestic Data Allowance	Unlimited
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. Data usage for actively engaged and deployed fire, police, emergency medical technicians, and emergency management agency users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
621910 Ambulance Services	
922120 Police Protection	
922160 Fire Protection (except private)	

**Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security and Public Safety
(Subsidized - Discounted)**

Government Liable Subscribers Only

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

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

Monthly Access Fee	\$39.99
Domestic Data Allowance⁽¹⁾	Unlimited
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle.⁽¹⁾ However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
	921150 American Indian and Alaska Native Tribal Governments
	921190 Other General Government Support
	921110 Executive Offices
	485111 Mixed Mode Transit Systems
	485112 Commuter Rail Systems

**Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness
(Subsidized - Discounted)**

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$22.99 (16810)
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	\$10.00 per GB
Optional Features	
Push to Talk Plus	\$2.00 additional per month (device dependent) ((3G)83270/(4G)81174)

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

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

Custom Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and Emergency Preparedness (Subsidized - Discounted) Government Liable Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$17.99 (96626 (4G)/ 96625 (3G/4G))
Monthly Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	\$0.25
Notes: Current coverage details can be found at www.verizonwireless.com . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices
	485111 Mixed Mode Transit Systems
	485112 Commuter Rail Systems

Verizon Wireless Pricing Index

Definitions

Access Discount: Government Subscribers are eligible for a 17% access discount on qualified plans and features where noted.

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

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

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

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

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

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

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

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

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (i.e., those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index and Attachment 02-Pricing, may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized-Discounted Plan: Verizon Wireless voice or data plan under this agreement eligible to be activated on Subsidized Equipment or Unsubsidized Equipment.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active on Subsidized-Discounted Plan pricing for 24 months or more before being eligible to be upgraded.

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

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

Transition Plan. All existing State agency lines purchasing under the expired New Hampshire contract 8002046 between New Hampshire - Department of Administrative Services and the Contractor will migrate to this Contract as inactive plans in a phased approach. Contractor will allow New Hampshire's existing non-state agency Government Subscribers who are currently procuring services from Contractor pursuant to previously offered calling plans contained in their existing agreements ("Grandfathered Agreements"), to continue receiving such services at the pricing, terms and conditions contained in such Grandfathered Agreements until such Subscribers either migrate to the pricing under this Agreement as set forth below or terminate pursuant to the Grandfathered Agreements; however, such inactive calling plans and associated discount programs contained in the Grandfathered Agreements will no longer be available for Customer's Subscribers

activating service, upgrading a device, or changing calling plans once the migration phase is complete. Any monthly access discounts, usage discounts, revenue discounts or rebates currently offered under such Grandfathered Agreements shall be discontinued upon execution of a contract between New Hampshire - Department of Administrative Services and the Contractor resulting from RFP 2239-20. Existing Government Subscribers procuring services under such Grandfathered Agreements are not eligible for equipment upgrades until such Subscribers migrate to the pricing under this Agreement after phase implementation. Additionally, such Subscribers will not be eligible to participate in any access or usage discounts or other benefits available under this Agreement until such Subscribers migrate to an applicable pricing plan available under this Agreement. All New Hampshire State Government Subscribers purchasing under the expired New Hampshire contract DoIT 8002046 must migrate to the current pricing available under a contract between New Hampshire - Department of Administrative Services and the Contractor resulting from RFP 2239-20 no later than October 1st, 2020. New Hampshire Government Subscribers participating in the E-rate program in the 2020-2021 E-rate funding year must migrate to the pricing under this Agreement by July 1st, 2020 to correspond with the beginning of the 2020-2021 E-rate funding year.

Unsubsidized Equipment: Equipment purchased at full retail price from Verizon Wireless or that is Bring Your Own Device (BYOD)/Customer Provided Equipment (CPE).

Unsubsidized Plan: Verizon Wireless voice, data or M2M plan under this agreement eligible to be activated on Unsubsidized Equipment or Subsidized Equipment that has been active on a Subsidized-Discounted Plan for 24 months or more (excluding any periods of suspension):

- a. Customers taking advantage of Subsidized Equipment offers must remain on a Subsidized-Discounted Plan with the same IMEI for more than 24 months before proactively requesting to be moved to an Unsubsidized Plan.
- b. Should customer take advantage of any Subsidized Equipment offers or promotions for a new service activation or eligible device upgrade, the customer shall be moved from an Unsubsidized Plan to a Subsidized-Discounted Plan.
- c. Customer must proactively request to be moved to an Unsubsidized Plan after a device on their billing account has been in service for more than 24 months.

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

Voice/Data Plans

**Unlimited Plan for Smartphones – Government
(Subsidized - Discounted)
Government Subscribers Only**
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot*	Included
Domestic, Canada and Mexico Long Distance Toll Free^^	Included
International Messaging Allowance***	Unlimited

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges.

*After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

**For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day.

^Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

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

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

Plan 99719 is eligible to use Travel Pass SPO 988.

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

Government Subscribers Only Rates are not eligible for discounts.

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

Notes: ¹This feature requires a 4G LTE GSM/UMTS global-capable device. ²The daily rate covers a 24-hour time period.

³For eligible countries, ⁴non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plans Unlimited Plan for Smartphones – Government (99719) under this Agreement.

**Custom 4G Verizon Unlimited Smartphone Plan for Public Sector
Government Subscribers Only
(Subsidized - Discounted)**

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

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

Monthly Access Fee	\$65.00
Monthly Access Fee (discount applied)	\$53.95
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited ⁽¹⁾
Domestic Mobile Hotspot	Unlimited ⁽²⁾
Domestic and International Messaging Allowance	Unlimited ⁽³⁾

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

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

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

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

Plan 23655 is eligible to use Travel Pass SPO 383.

**Custom 4G Business TravelPass Feature¹:
Custom 4G Verizon Unlimited Smartphone Plan for Public Sector**

Government Subscribers Only Rates are not eligible for discounts.

Travel Pass Countries²	\$10.00/day (SPO 383)
Non-Travel Pass Countries⁴	Pay As You Go

Notes: ¹ This feature requires a 4G LTE GSM/UMTS global-capable device. ² The daily rate covers a 24-hour time period.

³ For eligible countries, ⁴ non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (23655) under this Agreement.

**SingleRate for Enterprise Domestic Shared Business Email and Messaging with
International Travel Voice, Email, and Messaging
(Subsidized - Discounted)
Government Subscribers Only**

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$65.00 (3G) 94910/(4G) 94911)	\$85.00 (3G)94912/(4G) 94913)
Monthly Domestic Voice Allowance in US/Canada/Mexico	Unlimited	Unlimited
Domestic Data Allowance in U.S. (with Sharing)	2 GB	3 GB
Domestic Data Overage Rate	\$10.00 per GB	\$10.00 per GB
Mobile Hotspot*	Included	Included
Domestic and International Travel Messaging Allowance†	Unlimited	Unlimited
International Travel Voice Allowance (ROW)**	120 Minutes	180 Minutes
International Travel Voice Overage Rate	\$0.40 per minute	\$0.30 per minute
International Travel Data Allowance††	1 GB	1 GB
International Travel Data Overage Rate	\$45.00 per GB	\$40.00 per GB
International Long Distance - Toll Free	Included	Included

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Domestic coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on these plans.

††The international travel data allowance applies in Canada, Mexico, and the **rest of the world (ROW), where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries, go to www.verizonwireless.com/international. *Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. International travel voice minutes and international travel data allowances do not share.

†Prevailing rates apply to all other messaging types. Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to the customer.

Data Sharing (Domestic Only) Profile Share: Lines on the same profile can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Custom State of New Hampshire Nationwide Voice Calling Share Plans: Basic Feature Phones Only (Subsidized - Discounted) Government Subscribers Only The calling plans below reflect the monthly access charge discount. No additional discounts apply		
Monthly Access Charge (shared minutes)	\$14.99	\$29.99
Shared* Domestic Anytime Voice Minutes Per Month	200	500
Overage Rate per minute	\$0.25	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Domestic Text, Picture & Video Message Allowance	250	
Domestic Text, Message Overage Rates (per message per address)	\$0.10 outbound/\$0.02 inbound per Text	
Domestic Picture & Video Message Overage Rates (per message per address)	\$0.25 per Picture or Video Message	
Domestic Long Distance	Included	
Domestic Data (data can be blocked)	3G \$1.99 per MB or per data package 4G data blocked. Data package must be selected.	
OPTIONAL FEATURES		
Unlimited Domestic Push-to-Talk Plus (PTT+)	\$2.00 (device dependent) (3G)83270/(4G) 81174)	
Unlimited Domestic Picture & Video Message (SMS/MMS)	\$10.00 (75659)	
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international . Lines activating on these plans must be on 4G HD voice-capable basic phone, except that existing lines on 3G basic phone may change to these plans while 3G service is available. 4G Service requires for 4G Equipment and 4G Coverage.		
*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.		
Voice Sharing (Domestic Only) Profile Share: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages. Plan changes may not take effect until the billing cycle following the change request.		

Flexible Business Plans For Basic & Smartphones (Subsidized – Discounted)

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

	Basic Phone*	Smartphone ¹				
Monthly Access Fee	\$35.00 (92731)	\$65.00 (92732)	\$75.00 (92736)	\$85.00 (92737)	\$95.00 (92738)	\$105.00 (92740)
Monthly Access Fee less discount	\$29.05	\$53.95	\$62.25	\$70.55	\$78.85	\$87.15
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	\$10.00 per GB					
Mobile Hotspot ²	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance ³	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line \$5.00 per line					

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

¹Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to these plans while 3G service is available.

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

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

Data Sharing (Domestic Only) Account Share: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**4G Mobile Broadband Access
(Subsidized - Discounted)**

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

Monthly Access Fee	\$39.99
Domestic Data Allowance	Unlimited*
Overage Rate Per GB	N/A

NOTE: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to these plans while 3G service is available.

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

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

[Subsidized - Discounted]

This plan is not eligible for monthly access fee discounts.

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

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

Custom Mobile Broadband Plan II – Government

Government Subscribers Only

[Subsidized - Discounted]

This plan is not eligible for monthly access fee discounts.

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

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

Public Sector Mobile Broadband Share Plans**[Subsidized - Discounted]**

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

Public Sector Mobile Broadband Share Plans	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$39.99	\$59.99 (90240)	\$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. Current Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other on the same account.

Data Sharing (Domestic Only): Account Share. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

**Public Sector Machine to Machine (M2M) Share Plans
[Unsubsidized]**

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

Monthly Access Fee	\$39.99 (90231)	\$59.99 (90234)	\$99.99 (90235)
Domestic Data Allowance (Shared)	5GB	10GB	20GB
Domestic Overage Per Gigabyte	\$8.00 Per Gigabyte		

Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing. Customer must provide its own authenticated equipment approved for use on the Verizon Wireless network. Equipment purchased from Verizon Wireless must be purchased at full retail. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Machine to Machine Plans are able to share with each other on the same account.

Data Sharing (Domestic Only): Account Share. Sharing among M2M Lines is available only among M2M Lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

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

[Unsubsidized]

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

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

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

[Unsubsidized]

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

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$41.50	\$74.40
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$41.50	\$74.40
Overage Rate Per Megabyte	\$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing: 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Sharing: Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans. Please note that the low usage cannot share with the high usage plans on profile share.

4G Global Data Package Features

These Features are not eligible for discounts.

Monthly Line Access	Data Allowance (non-share)	Data Overage for	Data Overage for
		Included Countries	Rest of World
\$45.00 per device	1 Gigabyte	\$0.25 per MB	\$2.05 per MB

Notes: This feature requires a 4G LTE GSM/UMTS global-capable MiFi, USB, tablets, and embedded laptop devices and may only be added to Mobile Broadband Plans with a monthly access of \$34.99 or greater. Cannot be combined with any unlimited MBB Plans.

4G Global Data Package Features Country List (for Data Allowance)

Aland Islands	Albania	Andorra	Anguilla
Antigua	Argentina	Armenia	Aruba
Australia	Austria	Azerbaijan	Bahamas
Barbados	Barbuda	Belarus	Belgium
Bermuda	Bolivia	Bonaire	Bosnia and Herzegovina
Brazil	Bulgaria	Canada	Cayman Islands
Chatham Island	Chile	China	Christmas Island
Colombia	Croatia	Curaçao	Cyprus
Czech Republic	Denmark	Dominica	Dominican Republic
Ecuador	Egypt	England	Estonia
Faroe Islands	Finland	France	French Guiana
Georgia	Germany	Gibraltar	Grand Bahamas
Greece	Greenland	Grenada	Guadeloupe
Guam	Guernsey	Guyana	Haiti
Hong Kong	Hungary	Iceland	India
Ireland	Ireland, Northern	Isle of Man	Israel
Italy	Jamaica	Japan	Jersey
Kazakhstan	Korea, South	Latvia	Liechtenstein
Lithuania	Luxembourg	Macao	Macedonia
Malta	Martinique	Mayotte Island	Mexico
Moldova	Monaco	Montenegro	Montserrat
Netherlands	Netherlands Antilles	New Providence (Nassau)	New Zealand

Northern Mariano Islands	Norway	Palestinian Authority	Paradise Island
Paraguay	Peru	Philippines	Poland
Portugal	Reunion	Romania	Russia
Saba	Saipan	Samoa	San Marino
Scotland	Serbia	Singapore	Slovakia
Slovenia	South Africa	Spain	St. Barthelemy
St. Eustatius	St. Kitts and Nevis	St. Lucia	St. Maarten
St. Martin	St. Vincent & Grenadines	Svalbard	Sweden
Switzerland	Taiwan	Thailand	Tortola
Trinidad & Tobago	Turkey	Turks and Caicos Islands	Ukraine
United Kingdom	Uruguay	Uzbekistan	Vatican City
Venezuela	Vietnam	Virgin Gorda	Virgin Islands, British
Wales			

ADDITIONAL WIRELESS OPTIONS

One Talk Solution: Government Subscribers Only The plans/features below reflect any applicable discount. No additional discounts apply.	
One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a single telephone number ("Mobile Data Number/MDN") with the same mobile and landline features.	
One Talk Solution: Desk Phone/Mobile Client	
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Flexible Business Plans, Nationwide)
One Talk Primary MDN	Monthly Access
One Talk Price Plan (100 MB Data)	\$10.00
One Talk Feature	\$15.00
One Talk Line Access Charge	N/A
One Talk Solution: Auto Receptionist (AR)	
Auto Receptionist	
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Flexible Business Plans, Nationwide)
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	\$10.00
One Talk AR Feature	\$10.00
One Talk AR Line Access Charge	N/A
One Talk Solution: Hunt Group (HG)	
Hunt Group	
Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively	
Price Plan Type	Line Level Plans (e.g. Flexible Business Plans, Flexible Business Plans, Nationwide)
One Talk Primary MDN	Monthly Access
One Talk HG Price Plan (100 MB Data)	\$0.00

One Talk HG Feature	\$0.00		
One Talk HG Line Access Charge	N/A		
Optional Features			
One Talk Premium Visual Voicemail	\$2.99		
One Talk Voicemail Talk To Text	\$2.99		
Additional Devices			
For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.			
Smartphone Device	Desk Phone ¹	Mobile Client ² (Includes Smartphones and Tablets)	Auto Receptionist/ Hunt Group
Additional devices (endpoint) incur a \$10.00 monthly access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A
Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. ¹ One (1) additional Desk Phone can be added as an additional device per MDN. ² Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please visit: http://www.verizonwireless.com/onetalk ³ Available on select Americas Choice plans.			

4G Smartwatch with NumberShare¹ Unlimited Plan – Government	
This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	\$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance²	Unlimited
Domestic and International Messaging Allowance³	Unlimited
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com . This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.	
1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.	
2. Usage may be prioritized behind other customers in the event of network congestion.	
3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.	

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived for SONH subscribers	\$250.00	\$250.00	Waived for SONH subscribers
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including the \$1500.00 connection fee, \$500.00 Account Set-up Fee and the DMNR/SBA for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only				
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices 485111 Mixed Mode Transit Systems 485112 Commuter Rail Systems			
Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level, (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.				
Static IP: Fees are per account level, (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.				
Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile				

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)			
Government Subscribers Only			
Metered Data Pricing only. Not compatible with Unlimited Data Plans			
The plans below reflect any applicable discount. No additional discounts apply.			
Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.		
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.		
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing).		
PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid Level)	Public Safety (Highest Level) (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods
Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service: The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.			
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices 485111 Mixed Mode Transit Systems 485112 Commuter Rail Systems		
Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)			

SIM SECURE SERVICE OVERVIEW. SIM-Secure ensures a SIM will only function when it is used in conjunction with the device with which the customer intends it to work. If a SIM is removed from the authorized device and placed in an unauthorized device, SIM-Secure will prevent the device from successfully authenticating to the Verizon network. If the SIM is placed back in the authorized device, the SIM will successfully authenticate to the network.

SIM-SECURE SERVICE					
	Description	SKU	Billing Frequency	Price Per Unit	QTY
IoT devices - monthly	SIM-Secure Monthly IoT License	SIMSec-IoT	Monthly	\$0.10	1
Non IoT devices - monthly	SIM-Secure Monthly Non-IoT License	SIMSec-NonIoT	Monthly	\$0.69	1
IoT devices - lifetime	SIM-Secure Lifetime IoT License	SIMSec-IoT-Lt	Once	\$3.00	1
Non IoT devices - lifetime	SIM-Secure Lifetime Non-IoT License	SIMSec-NonIoT-Lt	Once	\$10.00	1
<p>Verizon Wireless grants Customer a limited, nonexclusive, revocable, non-transferable license (without the right to sublicense) to use SIM-Secure for its own internal business purposes and only for lawful purposes. Customer shall not have the right to, and shall not permit any third party to, resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile or disassemble the Services or otherwise attempt to derive the source code, access the Service in order to build a competitive product or service or to copy any ideas, features or functions of SIM-Secure or use SIM-Secure. Customer does not acquire any other rights, express or implied, in SIM-Secure. VERIZON WIRELESS RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER. Verizon Wireless and its suppliers own and retain all right, title and interest in and to SIM-Secure, all intellectual property rights in or associated with SIM-Secure, and any derivative works thereof.</p> <p>SIM-SECURE IS PROVIDED "AS IS" AND VERIZON WIRELESS MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OPERABILITY, TIMELINESS AND NON-INFRINGEMENT. VERIZON WIRELESS HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p> <p>IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL OR PUNITIVE DAMAGES OR FOR LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, SAVINGS, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SIM-SECURE, OR DOCUMENTATION, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS SS SERVICE ATTACHMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES.</p>					

Push to Talk Plus (PTT+): Government Subscribers Only	
Push to Talk+ is not eligible for any further discounts.	
Product	Monthly Access
Tablet	\$3.75 (590919)
Inter-carrier (only any device)	\$3.75 (594853)
3rd Party Web (HTML) API Client	\$3.75 (594854)
Dispatch (License) Windows PC with PTT and mapping	\$22.50 (590918)
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only	
Push to Talk Plus service is required.	
LMR is not eligible for any further discounts.	
Product	Monthly Access
LMR Channel per account	\$0.00 (590921)
Notes: Customer may have multiple channels.	
LMR FEATURE Only	
(When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	\$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR with PTT+	
Tablet	\$8.25 (600952)
Inter-carrier (any device)	\$8.25 (600954)
3rd Party Web (HTML) API Client	\$8.25 (600953)
LMR with Dispatch (for Windows PC with PTT+ and mapping)	\$27.00 (615952)
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

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

Additional Discounts Not to Apply for Virtual Deployments.

*Virtual Deployment type	Price	Provided Via Email	Provided Via Phone	Project Management	Configuration of Equipment	Testing of Equipment	Up to 4 Talk Groups
	Software Plan Id and Description						
Onetime Fee							
ROIP Assisted Virtual Deployment	\$2,500	Included	Not Included	Not Included	Not Included	Not Included	Not Included
	623458: PTT+/LMR Assisted Install: ONE TIME						
Onetime Fee							
ROIP Managed Virtual Deployment	\$8,000	Included	Included	Included	Included	Included	Included
	623459: PTT+/LMR Managed Remote: ONE TIME						
Onetime Fee							
ISSI Managed Virtual Deployment	\$25,000	Included	Included	Included	Included	Included	Included
	623461: PTT+/LMR Managed Plus P25: ONE TIME						

Note: *Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched. Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment**Customer Requirements:**

Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSsupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria: *RoIP Virtual Deployment:*

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup times based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:

Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.

Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	
<p>ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:</p> <p>A successful configuration for ROIP or ISSI occurs when:</p> <ul style="list-style-type: none"> • Backhaul connectivity successfully verified with IP gateway VPN • Two-way traffic observed inside backhaul interface • LMR Group MDN(s) ordered and recorded <p>A successful functional test occurs when based on the following criteria:</p> <p><i>RoIP Virtual Deployment:</i></p> <ul style="list-style-type: none"> • Verizon PTT Plus Service has LMR linked group published over the air to handsets • Verizon PTT Plus Service originated group calls to RoIP Gateway successful • RoIP Gateway originated group calls to Verizon PTT Plus Service successful <p><i>ISSI Virtual Deployment:</i></p> <ul style="list-style-type: none"> • Verizon PTT Plus Service has LMR linked group published over the air to handsets • Verizon PTT Plus Service originated group calls to ISSI Interconnect successful • Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking 	

Digital Signage Service

Fees include purchase costs of the Media Player and the Digital Signage service as set forth below.

LTE Media Player Hardware

Charge Frequency	Description	Hardware SKU	Price
One time	LTE Media Player	VZW090000280009	\$450.00 includes shipping.* Taxes not included.

*Shipping is ground 3 to 5 days.

Digital Signage Service Fees

Digital Signage Service¹
The fees are NOT eligible for discounts.
(Unsubsidized)

Plan**	Monthly Access Fee per Media Player	Data Allowance
Basic	\$40.00 (19615)	Unlimited ²
Premium	\$55.00 (19616)	Unlimited ³

Notes: The Digital Signage service is for use only in the United States on the Verizon Wireless 4G network. Coverage details and additional information can be found at www.verizonwireless.com. **Only a Media Player may be activated on the Digital Signage service. Voice calling and text messaging are blocked on this plan. If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. If the text messaging block is removed, default rates will apply. Detailed billing information will only be available online and the account will require its own unique log in credentials. ¹Consists of the monthly service fee, data and access to the Portal, which includes device management, mobile app, reporting and analytics, campaign scheduling, weather and news widgets, etc.

²Usage may be prioritized behind other customers in the event of network congestion.

³After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

Additional Wireless Services

Enterprise Messaging: Text and Multi-Media Plans (SMS/MMS Plans)		
# Messages Included	Monthly Access	Per Message Rate After Allowance
Text Only		
15,000 (98209)	\$50	\$0.01
100,00 (98212)	\$200	\$0.01
500,00 (98213)	\$975	\$0.01
1,000,000 (98215)	\$1,850	\$0.01
5,000,000 (98233)	\$9,000	\$0.005
Text & Multimedia		
15,000 (98234)	\$100	\$0.02
100,00 (98235)	\$400	\$0.02
500,00 (98236)	\$1,950	\$0.02
1,000,000 (98238)	\$3,700	\$0.02
5,000,000 (98239)	\$18,000	\$0.01
Enterprise Messaging for Public Safety: Text Only (SMS)*		
# Messages Included	Monthly Access	Per Message Rate After Allowance
Unlimited (83431)	\$0.00	N/A

3. INVOICE

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of services to the State's satisfaction.

Contractor may be paid by Procurement Card when invoice is received.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFP #2239-20 is incorporated here within.

EXHIBIT E**ENTERPRISE MESSAGING TERMS OF SERVICE**

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows customers ("**Customer**") to send high volumes of text messages.

1. Enterprise Messaging. EMAG is a VZW service available for a monthly access fee that provides access to EMAG. Customer may use EMAG to send short message service ("**SMS**") and/or multimedia messaging service ("**MMS**") messages, as applicable, to VZW subscribers and to subscribers on most domestic wireless carriers; *provided, however*, that inter-carrier messaging requires additional provisioning, is subject to message size, message throughput requirements, and delivery of A2P traffic may also be impacted by an another carrier's SPAM policy. Additional charges may apply for inter-carrier messaging Application to Person ("**A2P**") traffic. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**"). Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all.

2. Term and TOS Termination. The term of this TOS shall be for the period specified in the General Provisions, Box 1.7, on page 1 of this Agreement. Either party may terminate this TOS upon ninety (90) day's written notice to the other party for any reason.

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

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

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

6. Consent Requirements. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way

to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

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

Contingent upon execution of a Blanket Purchase Agreement between
the parties

8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth in Customer's Agreement with VZW will apply to the EMAG charges set forth on your VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. VZW reserves the right to increase pricing upon thirty (30) days' notice.

Enterprise Messaging (Open Market)

These plans are being offered as Open Market.

VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("A2P") traffic. VZW reserves the right to increase pricing upon thirty (30) days' notice.

*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS Codes:

621910 - Ambulance Services	922110 - Courts
922120 - Police Protection	922130 - Legal Counsel & Prosecution
922140 - Correctional Institutions	922150 - Parole Offices & Probation Offices
922160 - Fire Protection (except private)	922190 - Other Justice, Public Order & Safety Activities
928110 - National Security	

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

10. **Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at <http://www.verizon.com/suppliers> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "Unauthorized Code" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a)

disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

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

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

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

14. **Termination of Service.** VZW CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.

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

16. **Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS CONTRACTORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT

EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

17. **Reserved.**

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

Exhibit "A"

VZW Content Standards

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

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

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, none of the content and materials included can disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

Verizon Mobile Device Management (MDM): Government Subscribers Only	
Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management ¹	\$0.00 (license requirement with service)
Device Diagnostics ²	\$0.99 / per device per month
Broadband Hotspot Management ³	\$1.49 / per device per month OR \$15.00 / per device per year
Unified Endpoint Management	\$1.00 / per device per month OR \$10.00 / per device per year
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. ¹ Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. ² Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple iOS and Google Pixel/Nexus Devices. ³ Broadband Hotspot Management currently supports the MiFi 7730L, AC791L, Jetpack MiFi 6620L, and USB730L.	

Directory Assistance: 411 Search SM	
Our wireless 411 Search SM is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call or text.	
Voice call	\$1.99 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges
Message Sent via text	With messaging bundle: \$1.99 plus airtime for the call, and the message will be subtracted from the monthly allowance Per text message: \$1.99 plus airtime for the call and \$0.20 for the text message

Non-recurring Verizon Wireless Fees	
Insufficient Funds Check	\$25.00
Although Fees may be charged, in most cases they will be waived.	
Bill Reprint	\$5.00
Late Fee	Waived
Record Change/Upgrade Fee	Waived
Fulfillment/Shipping	
Standard: 2-day (orders received before 4PM)	Waived
Urgent: Priority Overnight (delivery by 10:30 AM) (orders received before 4PM)	\$14.99
Saturday: (shipping by noon)	\$19.99

Calling Plans & Feature Details

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

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

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

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

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

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

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for

Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

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

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

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

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol

addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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

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

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

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

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

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

Data Roaming: International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess ManagerSM and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plan Terms and Conditions

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

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

Data Roaming: International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile

Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

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

Verizon Wireless Private Network Terms and Conditions

Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

Customer Requirement: Customer must have active Mobile Broadband or Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer does not maintain any active Mobile Broadband or Machine to Machine lines, Verizon Wireless will discontinue Private Network for non-use.

Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

Verizon Wireless Private Network Traffic Management

Private Network Traffic Management (PNTM): PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by NAICS codes.

Customer Private Network Contact: Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.

Private Network Implementation and Testing: Verizon Wireless will implement Customer's Private Network, which requires

Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to compete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.

Wireless Devices/Network Access: Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless' domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

Maintenance/Service Changes/Termination of Private Network Service: Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS

OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless' customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

No Warranties: Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

Subject to Private Network Terms of Use: The terms of Private Network. Supplement the Agreement and are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of Private Network and the Agreement, the terms of Private Network shall control with respect to Private Network.

One TalkSM and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("Service" or "One Talk"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. (See <https://www.verizonwireless.com/support/one-talk-features/> for a listing of features currently available with the Service.)

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

Customer Agreement. Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).

How the Service Works. For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1) smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is

not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

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

A. One Talk Components

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

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

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

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

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

B. Charges

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

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing

broadband, cellular, or Wi-Fi connection. The following applies if you use the VZW network to connect to the Service:

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

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

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

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

Emergency 911 Calls. End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

Integrated Messaging Text Message Feature. To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

HIPAA. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://web.vma.vzw.com/BusinessProduct>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

Service Limitations. The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

Important Service Disclosures. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

Software. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user

failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for download at www.verizon.com/opensource.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

Disclaimer of Warranty. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Digital Signage Service - Government Terms of Service

These terms and conditions are specific to the Digital Signage Service ("DSS") (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between these DSS Government Terms of Service ("GTOS") and the Agreement, these DSS GTOS shall control with respect to the Digital Signage Service. Any capitalized but undefined terms used in the DSS GTOS shall have the meanings given such terms in the Agreement. By using the Digital Signage Service, Customer acknowledges the terms and conditions on the Portal (defined below) at <https://digitalsignage.verizon.com/support/legal>, which are incorporated herein and may be modified by Verizon Wireless from time to time.

Digital Signage Service Overview. Verizon Wireless's Digital Signage Service allows Customer's digital content to be displayed on Customer signage. The service includes (i) a Verizon LTE Media Player and its components ("Media Player"), which is installed by Customer on its signage, (ii) connection to Verizon Wireless's 4G LTE network, and (iii) use of the Digital Signage Management System ("Portal"), which is accessed via the internet, provides a tool to manage the Media Player, and distribute Customer Content (defined below) to multiple sign displays and to update content securely. Together, these components make up the "Digital Signage Service."

Account Protection. Verizon Wireless will provide Customer with an initial user name and password to access the Portal, for which Customer is solely responsible. Customer shall permit access to the Portal only by individuals who are authorized by Customer ("User(s)"). Any access to the Portal via such user name and password shall be deemed by Verizon Wireless to be done with Customer's authorization. Customer shall be liable for the acts and omissions of its Users. Customer agrees to immediately notify Verizon Wireless of any unauthorized access to the Portal, account, or any other breach of security. The account and Portal credentials are for Customer's internal use only and may not be assigned or used by any third party for any reason without Verizon Wireless's written consent.

Content. Customer grants Verizon Wireless, its agents, suppliers and subcontractors, the right to process and deliver digital content and data sent to or received by Verizon Wireless from or at the direction of Customer and/or its Users as part of the Service ("Content"). Customer retains all right, title and interest in Content and is solely responsible for any Content uploaded or provided to Verizon Wireless. Transmission, use, distribution or storage of any Content without proper authorizations, or in violation of any applicable law, regulation, or publicity or privacy rights is prohibited. Content shall not include any malware, spyware or any other malicious code. If Verizon Wireless believes Content or any use of the Service violates this DSS Attachment, is fraudulent or misleading, or if the continued provision of the Service violates applicable law, Verizon Wireless

may immediately suspend the Digital Signage Service and take other measures as necessary to protect Verizon Wireless, its customers, facilities, network, services, or third parties.

Equipment. As part of the Service, Customer must purchase, install and maintain the required Media Player(s). Media Players are for use only in connection with the Digital Signage Service and for no other use.

Customer Obligations. Customer is responsible for: (a) proper configuration and use of the Digital Signage Service, (b) determining whether Content is suitable for the Digital Signage Service, including whether the Digital Signage Service is compatible with Customer provided equipment and requirements for transmission; (c) obtaining all required third-party consents for Verizon Wireless's processing and delivery of Content (including transfers outside the country of origin); (d) taking appropriate steps to secure and backup Content.

Campaigns. Customer can schedule Content packages for delivery ("Campaign"). Customer is responsible for Campaign set up and management and Campaign fees, and for the technical integration of Content with the Digital Signage Service. Verizon Wireless shall not be held liable for any failure to set up, test or manage any Campaign.

Intellectual Property Rights. Verizon Wireless owns all intellectual property rights in the Digital Signage Service and its devices, components, platform, software, tools, Portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by Verizon Wireless. Subject to the DSS GTOS and all terms and conditions located on the Portal, Verizon Wireless grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sub-licensable license, during the DSS GTOS Initial Term and any renewal term, to access and use the Digital Signage Service solely for internal business use. Customer may not, nor allow a third party to, redistribute, resell, develop, market, rent, transfer, commercialize, host, license, sublicense, decompile, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, disassemble, remove proprietary labels or notices from, copy any ideas, features or functions of the Digital Signage Service or any part thereof in any way. No Content made available in any Campaign, will infringe any patent, copyright, trademark, or violate any right of publicity or right of privacy.

Restrictions. Customer will not, and will not allow any third party to, use the Digital Signage Service for any unlawful purpose or for any high risk or illegal activity, export or re-export the Digital Signage Service, or incorporate or combine the Digital Signage Service in any way with any open source software that would cause the Digital Signage Service, or any portion thereof, to be subject to any license terms of such open source software.

License of Customer Marks. Except as otherwise set forth herein, neither Verizon Wireless nor Customer may use any name, logo, marks of the other Party or refer to the other Party in any advertising, promotion, press release or publication without the other Party's prior written approval.

Support of the Digital Signage Service. Verizon Wireless reserves the right to enhance or modify features or functionality of the Digital Signage Service upon prior notice to the Customer, which may be via the Portal. The Digital Signage Service may have outages or be down from time to time for maintenance or for reasons beyond our control. Customers will be notified of any discontinued product and software updates via the Portal.

Service Limitations. The Digital Signage Service is provided to Customer only for access and use in the United States on Verizon Wireless's 4G LTE network. Verizon Wireless may establish limits on the use of the Digital Signage Service, including, but not limited to, the amount of Content sent over a limited time period, delivery times, and the number of active connections.

Data Retention and Access. Customer is responsible for protecting and backing up its Content. If Content and Campaigns have not been accessed for 60 days, Verizon Wireless may remove them from the Portal.

Fees. Customer shall pay Verizon Wireless all applicable charges ("Fees") for the Digital Signage Service, which are set out in the Digital Signage Service pricing herein.

Term and Termination. The term of the DSS GTOS will begin on the date Customer activates the service ("Effective Date") and will run for one year from the Effective Date ("DSSGTOS Initial Term"). The term of the DSS GTOS shall automatically renew for additional one--year periods ("DSS GTOS Renewal term") unless either Party gives notice of cancellation at least 30 days prior to the expiration of the DSS GTOS Initial Term or any DSS Attachment Renewal Term or the Digital Signage Service is otherwise terminated as per the terms herein. VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE DIGITAL SIGNAGE SERVICE IF CUSTOMER BREACHES THE TERMS AND CONDITIONS HEREIN.

GPS Tracking/ Customer Data/Privacy. The Media Player may use external antennae to report GPS location information of the device to Verizon Wireless for use with the Digital Signage Service. By using the Digital Signage Service, Customer hereby

agrees to such GPS tracking for use with the Digital Signage Service. Verizon Wireless may collect information provided by Customer in connection with the Digital Signage Service, including Customer contact information, Media Player location, Content, Campaign information, technical data, usage statistics, hardware configuration, and IP addresses ("Customer Data"). Customer represents and warrants that it owns all rights, title, and interest in and to, or has a license for and the right to allow Verizon Wireless to access and use any Customer Data furnished by Customer to Verizon Wireless, and assumes the sole responsibility for the accuracy of the Customer Data. Customer approves and grants to Verizon Wireless, its affiliates and contractors the nonexclusive, fully paid-up, transferable license, and right to collect, access and use Customer Data including to analyze, monitor, measure, maintain, and optimize the performance of the Digital Signage Service, provide updates, and develop new offerings. By using the Digital Signage Service, Customer consents to Verizon Wireless's collection and use of information in this way and to the terms of the Verizon Wireless Privacy Policy which can be found at <https://www.verizon.com/about/privacy/>.

Customer Representations and Warranties. Customer represents and warrants that it has obtained and will maintain during the DSS Attachment Term and any DSS Attachment Renewal Term all permits, orders, approvals, authorizations or consents required for Customer to access and use the Digital Signage Service. All activities Customer undertakes in connection with this DSS Attachment will be performed in compliance with all applicable laws, rules and regulations (including, if applicable, the notice and take down requirements contained in the Digital Millennium Copyright Act).

Contributions. Should Customer provide Verizon Wireless with information, including, but not limited to, feedback, data, answers, questions, comments, suggestions, improvements, observations testing comments, evaluation information, plans, or ideas relating to the Digital Signage Service ("Contributions"), either orally or in writing, Customer hereby assigns all intellectual property rights in such Contribution to Verizon Wireless and agrees not to assert any related rights against Verizon Wireless.

Warranty Disclaimer; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VERIZON WIRELESS PROVIDES THE DIGITAL SIGNAGE SERVICE "AS IS" AND "AS AVAILABLE" AND DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT SERVICES SHALL BE ERROR-FREE OR COMPLETELY SECURE. VERIZON WIRELESS

DISCLAIMS any and all liability related to any outage, downtime, interruption, breakdown or unavailability (for maintenance, upgrades, updates or otherwise) of ITS Platform, portal, System and/or Service. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR CONTENT OR CUSTOMER OWNED EQUIPMENT OR SIGNAGE. OTHER THAN FOR INDEMNIFICATION OR PAYMENT OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY FOR CLAIMS AND DAMAGES IN CONNECTION WITH THE AGREEMENT IS LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN BY THE OTHER PARTY OR (ii) THE AMOUNT OF FEES OR CHARGES PAID TO VERIZON WIRELESS FOR THE SERVICE DURING THE 12-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

Indemnification: Each Party agrees to indemnify, defend and hold harmless the other Party and its and their respective employees, officers, directors, agents, suppliers from and against any losses, liabilities, damages, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and allocable cost of in-house counsel) resulting from or arising out of or relating to a Party's (a) non-compliance with Laws, or (b) breach of any representation, warranty or covenant herein.

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) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of January 1, 2019, the basic FUSC rate is 20.0% and changes quarterly. The FUSC rate for bundled minute plans is 5.46% if the customer does not exceed the included number of minutes. The 20.0% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

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

Examples include:

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

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.17 per line for all other services.

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.

State of New Hampshire

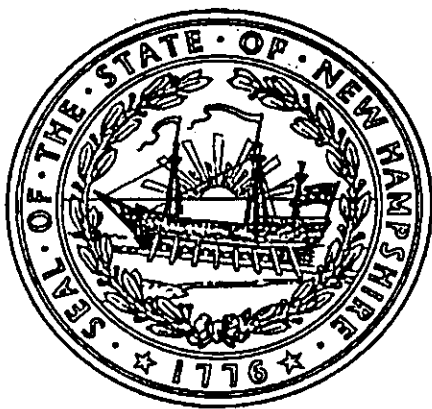
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CELLCO PARTNERSHIP a Delaware Partnership formed to transact business in New Hampshire on September 12, 1995. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 233953

Certificate Number: 0004950999



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of July A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

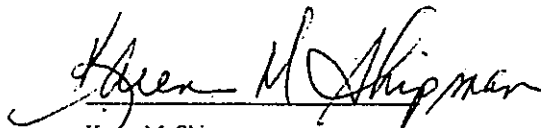
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Todd A. Loccisano, Vice President - Contract Management, is authorized to make, enter into, sign and deliver documents pertaining to the State of New Hampshire on behalf of the Company.

Dated: August 14, 2020



Karen M. Shipman

Assistant Secretary

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, Karen M. Shipman personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Secretary described in and who executed the above certificate, who being by me duly sworn did depose and say that she is an Assistant Secretary of said Partnership; that she is duly authorized to execute said certificate on behalf of Cellco Partnership, and that she signed her name thereto pursuant to such authority.

Notary Public

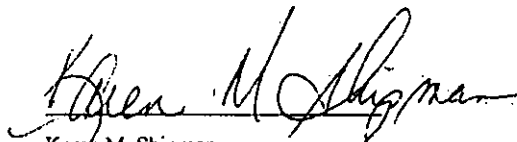
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Todd A. Loccisano, Vice President - Contract Management, is authorized to make, enter into, sign and deliver documents pertaining to the State of New Hampshire on behalf of the Company.

Dated: August 14, 2020

A handwritten signature in black ink, appearing to read "Karen M. Shipman", written over a horizontal line.

Karen M. Shipman

Assistant Secretary

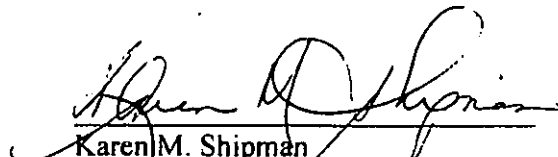
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:


Todd A. Loccisano, Vice President – Contract Management, is authorized to make, enter into, sign and deliver documents pertaining to Form Number P-37 (version 12/11/19) by and between the State of New Hampshire Department of Administrative Services and the Company.

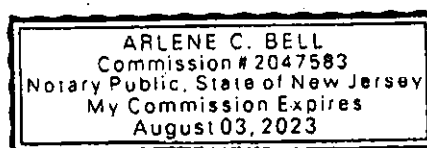
Dated: August 18, 2020


Karen M. Shipman
Assistant Secretary

STATE OF New Jersey)
) ss.:
COUNTY OF Hudson)

On this 18th day of August, in the year 20__ before me, the undersigned, a Notary Public in and for said State, Karen M. Shipman personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Secretary described in and who executed the above certificate, who being by me duly sworn did depose and say that she is an Assistant Secretary of said Partnership; that she is duly authorized to execute said certificate on behalf of Cellco Partnership, and that she signed her name thereto pursuant to such authority.


Arlene C. Bell
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/17/2020

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIU Insurance Company	19399
	INSURER C: American Home Assurance Co.	19380
INSURER D: New Hampshire Insurance Company	23841	
INSURER E:		
INSURER F:		

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570083558769 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL1728890	06/30/2020	06/30/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N			WC045886576 AOS WC045886575 CA	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		06/30/2020	06/30/2021	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No: 570083558769

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

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire Department of Administrative Services 25 Capitol Street Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>

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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon Wireless	
POLICY NUMBER See Certificate Numbe 570083558769			
CARRIER See Certificate Numbe 570083558769	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC045886579 NY	06/30/2020	06/30/2021	
B		N/A		WC045886577 FL	06/30/2020	06/30/2021	
D		N/A		WC045886578 MA, ND, OH, WI, WY	06/30/2020	06/30/2021	
B		N/A		WC045886574 NJ, TX, VA	06/30/2020	06/30/2021	