Verizon Wireless Pricing and Equipment Offer: State of Delaware Contract No. GSS15384-CELL_DATA_SVC

Definitions:

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

Employee Subscriber(s): An employee of Customer utilizing Wireless Service pursuant to the "Purchases by Employees" section below whose account is set up in the employee's name and for which the employee bears responsibility.

Employee Program: Participation in the State of Delaware Employee Discount program is subject to eligibility and program requirements. Please see your Verizon Wireless Government Account Representative for further details

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

Line: An individual Government Subscriber's line of Wireless Service, whether such line utilizes voice service, data service or both. Each Line is associated with a single mobile telephone number ("MTN").

Machine to Machine Lines ("M2M Line(s)"): An individual line of Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision, which is set up in Customer's name and for which Customer bears responsibility.

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

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. 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 Government Account Representative.

Commercially Eligible Plan(s): Unless otherwise specified in the plan description that discounts are not applicable, any plan that Verizon Wireless makes generally available to retail or business customers that is either: (a) a line-level plan with a monthly access fee of $34.99 or higher, or (b) an account-level plan that includes both (i) a single monthly account access fee of $34.99 or higher, and (ii) at least one monthly line access fee for equipment activated on the plan, such line access fee being discountable if it is $24.99 or higher and the monthly account access fee on the plan is discountable.

Grandfathered Plans: The plan(s) in the current agreement, GSS10384-CELL_DATA.SVC for Cellular and Data Equipment and Services shall be deleted in their entirety ("Grandfathered Plans"). Verizon Wireless will allow your existing Government Subscribers who are currently procuring services from Verizon Wireless on such Grandfathered Plans to continue to remain on such Grandfathered Plans at the pricing, terms and conditions contained in such Grandfathered Plans until the Government Subscriber either changes plans or upgrades Equipment. No new activations are allowed on the Grandfathered Plans.

This Pricing & Equipment Offer is subject to the terms and conditions of the State of Delaware Contract No. GSS15384-CELL_DATA_SVC.

Discount Offers

Exclusive Wireless Provider

Monthly Access Fee Discount on Commercially Eligible Calling Plans and Commercially Eligible Data Features	
	Verizon Wireless Exclusive Wireless Provider
State Government Liable Subscribers	**25%**
State Employee Liable Subscribers	**19%**

Exclusive Wireless Provider: Customer agrees to use Verizon Wireless as its Exclusive Wireless Provider for Government Subscribers in service areas where Verizon Wireless has service. This means (i) that Verizon Wireless will be the carrier which Customer shall select when adding a new Government Subscriber line or renewing an existing line provided that Verizon Wireless has adequate coverage and meets Customer's technical needs, and (ii) Verizon Wireless will be the carrier that Customer shall recommend to its employees desiring to activate or renew Wireless Service provided that Verizon Wireless has adequate coverage and meets Customer's employee's technical needs. If Customer requires a service or technology that is not currently available under this agreement, Customer may obtain such service and/or technology from another provider.

State of Delaware Nationwide Flat Rate Voice Calling Plan: Government Subscribers Only

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

State of Delaware Nationwide Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	$10.00
Domestic Anytime Minutes	0
Domestic Per Minute Rate	$0.05
Domestic Night & Weekend Minutes	Unlimited
Domestic Long Distance	Included
International Voice Roaming	$0.69/min (Canada & Mexico)
Domestic Unlimited Push To Talk	N/A
Domestic Data Sent or Received	$1.99 / MB

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. This is a voice only plan. Email, data, and PTT features cannot be added to this plan.

State of Delaware Nationwide Emergency Voice Calling Plan: Government Subscribers Only

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

State of Delaware Nationwide Emergency Calling Plan	Government Subscribers Only
Monthly Access Fee	$5.00
Domestic Anytime Minutes	0
Domestic Per Minute Rate	$0.05
Domestic Night & Weekend Minutes	N/A
Domestic Long Distance	Included
International Voice Roaming	$0.69/min (Canada & Mexico)
Domestic Unlimited Push To Talk	N/A
Domestic Data Sent or Received	$1.99 / MB

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. This is a voice only plan. Email, data, and PTT features cannot be added to this plan.

State of Delaware Nationwide Unlimited Calling Plan: Government Subscribers Only

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

State of Delaware Unlimited Calling Plan	Government Subscribers Only
Monthly Access Fee	$45.00
Domestic Anytime Minutes	Unlimited
Domestic Per Minute Rate	N/A
Domestic Text, Pix & Flix Messaging	Unlimited
Domestic Long Distance	Included
International Voice Roaming	$0.69/min (Canada & Mexico)
Domestic Unlimited Push To Talk	N/A
Domestic Data Sent or Received	$1.99/MB[1]

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. [1]Smartphones and Multimedia Phones require a data package. Email, data, and PTT features cannot be added to this plan with the exception of the $20.00 State of Delaware Domestic Business Email feature.

State of Delaware Nationwide for Business Calling Plans (Non-Share): Government Subscribers Only

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

State of Delaware Nationwide for Business	450 Voice Minutes	900 Voice Minutes	1,200 Voice Minutes
Monthly Access Fee (Talk)	$24.99	$35.99	$39.99
Domestic Anytime Voice Minutes	450	900	1,200
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Text, Pix & Flix Messaging	Unlimited		
Domestic National Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
International Voice Roaming	$0.69/min (Canada & Mexico)		
Domestic Unlimited Push To Talk	$2.00		
Domestic Data Sent or Received	$1.99/ MB or per data package[1]		

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. [1]Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

State of Delaware Nationwide for Business Calling Plans (Share): Government Subscribers Only

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

State of Delaware Nationwide for Business	Add–a–Line[1]	300	700	1,200	1,500
Monthly Access Fee (Talk)	$15.99	$19.99	$32.99	$42.99	$44.99
Domestic Anytime Voice Minutes	0*	300	700	1,200	1,500
Domestic Voice Overage Rate	$0.25 per minute				
Domestic Text, Pix & Flix	Unlimited				
Domestic National Mobile to Mobile	Unlimited				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Long Distance	Included				
International Voice Roaming	$0.69/min (Canada & Mexico)				
Domestic Unlimited Push To Talk	$2.00				
Domestic Data Sent or Received	$1.99/ MB or per data package[2]				

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. [1]The $15.99 Add-a-Line plan can only be 50% of an accounts total share lines. [2]Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

State of Delaware Push to Talk Calling Plan (non-share): Government Subscribers Only

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

State of Delaware Nationwide Push to Talk (non-share)	Government Subscribers Only
Monthly Access Fee	$17.95
Monthly Anytime Voice Minutes[1]	0
Domestic One to One & Group Talk	Unlimited
Domestic Voice Rate	$0.25 per minute
Domestic Data Sent or Received	$1.99/ MB or per data package[2]

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 terms and conditions apply. [1]Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged $0.25 per minute for non-Push to Talk voice calls. [2]Smartphones and Data Multimedia Phones require a data package.

State of Delaware
4G Unlimited Mobile BroadbandAccess Data Plan: Government Subscribers Only

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

	4G Mobile Broadband Access Only: Unlimited	
Monthly Access Fee	$39.99[1]	$34.99[2]
Domestic Data Allowance	Unlimited	
Domestic Overage Rate Per GB	N/A	
International Roaming	$0.002 per Kilobyte	

NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB) Plans. Streaming video and machine-to-machine applications are prohibited uses on this plan. [1]Verizon Wireless reserves the right to limit data throughput speeds in any given month on the $39.99 plan when 10 GB of usage is exceeded on a per line basis. [2]Verizon Wireless reserves the right to limit data throughput speeds in any given month on the $34.99 plan when 5 GB of usage is exceeded on a per line basis.

State of Delaware
4G 1 GB Share Mobile BroadbandAccess Data Share Plan for Tablet/Netbook Devices: Government Subscribers Only

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

	4G Mobile Broadband Access Only: 1 GB (Share)
Monthly Access Fee	$15.00
Domestic Data Allowance for Email and Internet/Intranet Browsing	1 GB (Share)
Domestic Overage Rate Per GB	$10.00 ($0.0000095 per Kilobyte)
International Roaming	$0.002 per Kilobyte

NOTE: Subject to the Mobile BroadbandAccess terms and conditions. This plan will only pool allowances with subscribers on the State of Delaware 4G Mobile BroadbandAccess 1 Gigabyte Share Plan for Tablets/Netbooks.

State of Delaware
4G 250 MB Mobile BroadbandAccess Data Share Plan: Government Subscribers Only

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

	4G Mobile Broadband Access Only: 250 MB (Share)
Monthly Access Fee	$10.00
Domestic Data Allowance	250 MB (Share)
Domestic Overage Rate Per GB	$10.00 ($0.0000095 per Kilobyte)
International Roaming	$0.002 per Kilobyte

NOTE: Subject to the Mobile BroadbandAccess terms and conditions. This plan will only pool allowances with subscribers on the State of Delaware 4G Mobile BroadbandAccess 250 Megabyte Share Plan.

State of Delaware
Domestic Business Email Feature: Government Subscribers Only
(Compatible with server based email solutions)

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

State of Delaware Business Email Feature	Option 1	Option 2
Monthly Access Fee	$20.00	$30.00
Monthly Access Fee with MobileHotspot	$25.00	$35.00
Domestic MB Allowance	Unlimited	
International Roaming	$0.002 per KB	
Domestic Text, Pix & Flix Messaging	Per the Voice Calling Plan	
Domestic Per Minute Rate[TT]	Per the Voice Calling Plan	

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. *This stand alone data plan is only available for Government Subscriber lines. A data feature or plan is always required to use a Smartphone device. Option 1: Verizon Wireless reserves the right to limit data throughput speeds in any given month when 5 GB of usage is exceeded on a per line basis. Option 2: Verizon Wireless reserves the right to limit data throughput speeds in any given month when 10 GB of usage is exceeded on a per line basis. Feature may be combined with a voice calling plan of $19.99 or higher.

State of Delaware
Domestic Business Email Plan: Government Subscribers Only
(Compatible with server based email solutions)

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

State of Delaware Business Email Plan	
Monthly Access Fee	$36.99
Monthly Access Fee with MobileHotspot	$41.99
Domestic Anytime Voice Minutes	0
Domestic Voice Rate	$0.25 per minute
Domestic Text, Pix & Flix Messaging	Unlimited
Domestic National Mobile to Mobile	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Long Distance	Included
International Voice Roaming	$0.69/min (Canada & Mexico)
Domestic Unlimited Push To Talk	$2.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This stand alone data plan is only available for Government Subscriber lines. A data plan or feature is always required to use a Smartphone device. International voice and data charges apply while roaming globally. Verizon Wireless reserves the right to limit data throughput speeds in any given month when 5 GB of usage is exceeded on a per line basis. 4G service requires 4G Equipment and 4G coverage.

Public Sector Mobile BroadbandAccess Share Plans: Government Subscribers Only

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

Public Sector Mobile Broadband Share Plans	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	$37.99	$59.99	$99.99
Domestic Shared Domestic Data Allowance	5GB	10GB	20GB
Domestic Overage Per Gigabyte	$8.00 Per Gigabyte		
International Roaming	$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Mobile Broadband Machine-to-Machine (M2M) Share Plans Low Usage Plans: Government Subscribers Only		
The data plans below reflect the monthly access fee discount. No additional discounts apply.		
Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes
Monthly Access Fee	$5.00	$8.00
Domestic Shared Data Allowance Per Month	1 MB	50 MB
Domestic Overage Rate Per Megabyte	$1.00	
International Roaming	$0.002 per Kilobyte	

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans High Usage Plans: Government Subscribers Only		
The data plans below reflect the monthly access fee discount. No additional discounts apply.		
Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	5 Gigabytes
Monthly Access Fee	$20.00	$37.00
Domestic Data Allowance Per Month	1 GB	5 GB
Domestic Overage Rate Per Gigabyte	$10.00 ($0.0000095 per Kilobyte)	
International Roaming	$0.002 per Kilobyte	

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 is available only among Mobile Broadband users in the same user group.

3G/4G Mobile Broadband Machine-to-Machine (M2M) Wireless Backup Router Plan: Government Subscribers Only	
The data plan below reflect the monthly access fee discount. No additional discounts apply.	
3G/4G M2M Wireless Backup Router Plan	
Monthly Access Fee (non-pooled)	$10.00
Domestic Data Allowance Per Month	250 MB
Share Option	N/A
Domestic Overage Rate Per GB	$10.00 per GB
International Roaming	N/A. Verizon Wireless network only.

Note:. Current coverage details can be found at www.verizonwireless.com. See the attached M2M Data Plan and Feature Details as well as Calling Plan and Feature Details in your Agreement for important information about calling plans, features and options. During an outage of the primary connection, all usage within the billing cycle in excess of the 250 MB allowance will be charged at the overage rate of $10.00 per GB. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M price plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. M2M Wireless Backup Router Plan may be used with Private Network, the Cisco 4G LTE Referral Program, and CradlePoint Router Bundle (certain restrictions apply). M2M router devices must be approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Not eligible for Verizon Wireless Government Equipment Matrix pricing.

International Options: Mexico and Canada
Government Subscribers Only

The International Options Feature is eligible for monthly access fee discounts.

Data/Talk/Messaging			
Monthly Access Fee Per Line	[1]Data Allowance	Voice Allowance	[3]Messaging Allowance
$15.00	100 MB	100 Minutes	100 sent; unlimited incoming
$30.00	250 MB	250 minutes	250 sent; unlimited incoming
Overage Rate After Allowance[2]	$10/100 MB	$0.10/minute	$0.10/Sent Message
Data Only			
$10.00	100 MB	Pay Go	Pay Go
$20.00	250 MB	Pay Go	Pay Go
Overage Rate After Allowance[2]	$10.00/100 MB	N/A	N/A

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. [1]The data allowance applies in Canada and Mexico only, where coverage is available. Data roaming is limited to US, Canada, Mexico and Puerto Rico. Customer must subscribe to a domestic Mobile Hotspot plan to use the service Internationally. All data usage, including Mobile Broadband Connect and dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). 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. Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. These plans are not eligible for discounts on month to month activations.

International Options: 140+ Countries
Government Subscribers Only

The International Options Feature is eligible for monthly access fee discounts.

Data/Talk/Messaging			
Monthly Access Fee Per Line	[1]Data Allowance	Voice Allowance	[3]Messaging Allowance
$40.00	100 MB	100 Minutes	100 sent; unlimited incoming
$85.00	250 MB	250 minutes	250 sent; unlimited incoming
Overage Rate After Allowance[2]	$25/100 MB International Options Countries	$0.25/minute	$0.25/Sent Message
Data Only			
$25.00	100 MB	Pay Go	Pay Go
$50.00	250 MB	Pay Go	Pay Go
Overage Rate After Allowance[2]	$25.00/100 MB	N/A	N/A

Notes: Current coverage details, a list of International Data Plan countries and additional information can be found at www.verizonwireless.com. [1]The data allowance applies in over 140 countries, where coverage is available. Customer must subscribe to a domestic Mobile Hotspot plan to use the service Internationally. All data usage, including Mobile Broadband Connect and dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the text allowance, but incur data transport charges (deducts from the International data allowance). 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. Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. These plans are not eligible for discounts on month to month activations.

International Travel Pay Per Use: Global Capable Devices Only Optional Features: Government Subscribers Only		
The features below are not eligible for monthly access fee discounts or promotions.		
Pay Per Use (for subscribers not using the Global Data Feature)		
Monthly Access Fee	Allowance	Rate per KB (Global Data)
N/A	N/A	$0.002/KB
Notes: Current coverage details and list of International Data Countries can be found at www.verizonwireless.com/International. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service Internationally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.		

Global Voice*	
No additional discounts apply.	
Canada	$0.69/min
Mexico	$0.69/min
Caribbean and Europe	As low as $1.29/min
Standard Rates for Other Countries	As low as $1.29/min
Global Value Plan	$5.00 per month
Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all International-voice capable devices.	

Global Messaging[1]	
No additional discounts apply.	
Global Text Messaging	
Canada	$0.20 per recipient per message sent and $0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	$0.50 per recipient per message sent and $0.05 per message received
Global Picture and Video Messaging	
Canada, Mexico and Puerto Rico	$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	$0.50 per recipient to send, $0.25 per message to receive plus International data roaming charges. Visit verizonwireless.com/globalmms for supported countries.
Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Applies to all International-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

Enterprise Messaging: Government Subscribers Only

Please note that these plans are being offered as Open Market.
Contingent upon execution of a Blanket Purchase Agreement between the parties.

Enterprise Messaging is Not eligible for monthly access fee discounts

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
100,000	$200.00	$0.02
Unlimited	$500.00	N/A
Public Safety Unlimited	$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

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

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

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). 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 ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. Public Safety/First Responders: Public Safety/First Responders shall not be subject to the minimum five (5) Government Subscriber requirement. Additionally, for eligible Customers, Customer acknowledges and agrees that the $0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities.

4. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING 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.

5. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

6. PILOT MOBILE PHONE: Verizon Wireless 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 Verizon Wireless 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 Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging 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 Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

8. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, 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. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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

10. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

11. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Customer's Government Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Government Agreement these terms shall control with respect to Enterprise Messaging.

State of Delaware: Field Force Manager Feature: Government Subscribers Only Data Package Required		
Monthly Access per Basic Device:		
(Requires a minimum 75 MB Data Package or higher)		
Custom Limited	**Basic**	**Pro***
$9.00 per user	$20.00 per user	$25.00* per user
Monthly Access per Advanced Device		
(Requires a minimum 2 GB Data Package or higher)		
Custom Limited	**Basic**	**Pro***
$9.00 per user	$20.00 per user	$25.00 per user
May be added to America's Choice and Nationwide plans. Requires 2 MB of data for initial download. Subsequent downloads are charged. *The Pro feature is eligible for Monthly Access Fee discounting.		

Wireless Priority Service (WPS) Access: Government Subscribers Only	
WPS Access Feature Initiation Fee	$0.00
WPS Access Monthly Access Fee	$0.00
WPS Access Per Minute Charge	$0.75
WPS is subject to the terms and conditions of the resulting agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Please contact your Verizon Wireless Government Account Manager for complete details on WPS Access.	

Private Network/Dynamic Mobile Network Routing (DMNR): Government Subscribers Only
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 NationalAccess plans or features only		
	Private Network Only	**Private Network with DMNR**	**DMNR Only** (Adding to existing Private Network Only)
Per Account Level Set-Up (One time fee)	$0.00	$750.00	$250.00
Per Account FES Connect Set-Up (One time fee)	$1500.00		N/A

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including both the $1500.00 connection fee and the $500.00 Static IP address fee 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
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security

Note: Set-Up fees apply to new Private Network/DMNR 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 NationalAccess 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: Static IP addresses will be available on remote access, Mobile Broadband and NationalAccess 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.

State of Delaware Nationwide Election Line Voice Calling Plan: Government Subscribers Only
(For State and Local Government Election Use Only)

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

State of Delaware Nationwide "Keep Alive" Calling Plan	**Government Subscribers Only**
Monthly Access Fee	$0.35
Domestic Anytime Minutes	0
Per Minute Rate	$1.75
Domestic Long Distance	Included
Domestic Data Sent or Received	$1.99 / MB *
International Voice Roaming	$0.69/min (Canada & Mexico)
International Data Roaming	$0.002 per KB

Notes: The State of Delaware Custom Nationwide Election Line Voice Calling Plan is only available for up to 100 Government Subscribers. This plan can to be used for State and Local Elections only. A maximum cap of 100 lines may be activated on this plan.

State of Delaware Equipment

Accessory Discount: Government Subscribers are eligible to receive a 30% discount from the non-discounted, retail price of qualifying accessories.

Spare Devices: In accordance with section 2.6.4, Spares, Verizon Wireless will provide the State of Delaware with up to one-hundred and fifty (150) basic phones. The State agrees it will not activate these devices with any service provider other than Verizon Wireless. Verizon Wireless cannot guarantee that State will be able to make 911 calls prior to handset activation with these devices.

No Cost Devices: Verizon Wireless is offering the Kyocera DuraXV, the LG Cosmos 3, the Samsung Convoy 3, 4G USB Modem USB551L, MiFi 5510L, the BlackBerry Classic and the Kyocera Brigadier at no charge, while supplies last. Please note, equipment availability is subject to change.

No Cost Accessories: Verizon Wireless is offering a universal Bluetooth Headset, a universal vehicle power charger and universal holster at $0.00 to Government Subscribers who activate or upgrade to a new device. Make and model at Verizon Wireless' discretion.

State of Delaware Equipment Matrix					
Type	**Manufacturer**	**Model**	**Model #**	**Network**	**State of Delaware**
Basic	Casio	GZ1 Ravine 2	C781H		$179.99
Basic	Casio	GZ1 Ravine 2 No Camera	C781NCH		$179.99
Basic	**Kyocera**	**DuraXV**	**KYOE4520**		**$0.00**
Basic	**Kyocera**	**DuraXV No Camera**	**KYOE4520NC**		**$0.00**
Basic	**LG**	**Cosmos 3**	**LG-VN251S**		**$0.00**
Basic	LG	Exalt	LG-VN360		$129.99
Basic	LG	Extravert 2	LG-VN280		$129.99
Basic	LG	Revere 3	LG-VN170		$0.99
Basic	**Samsung**	**Convoy 3**	**SCHU680MAV**		**$0.00**
Basic	**Samsung**	**Convoy 3 No Camera**	**SCHU680MAVNC**		**$0.00**
Basic	Samsung	Gusto 3	SMB311ZKA		$0.00
Data	VZW	4G USB Modem	UML290VW-GQ	4G	$50.00
Data	VZW	4G USB Modem	UML295VWQ	4G	$50.00
Data	**VZW**	**4G USB Modem**	**USB551L**	**4G**	**$0.00**
Data	VZW	Ellipsis Jetpack	MHS700L	4G	$0.00
Data	VZW	Ellipsis 2 Jetpack	MHS800L	4G	$0.00
Data	VZW	Five Spot (AC30)	AC30	3G	$0.99
Data	VZW	MHS291L (4G LTE Hotspot)	MHS291LVWQ	4G	$99.99
Data	**VZW**	**MiFi 5510L (4G LTE Hotspot)**	**MIFI5510L**	**4G**	**$0.00**
Data	VZW	MiFi 6620L (4G LTE Hotspot)	MIFI6620L	4G	$99.99
Data	VZW	USB760	USB760	3G	$29.99
Data	Delphi	Delphi Connect	ACT231VWR2Q		N/A
Data	Delphi	Delphi Connect w/ 4G LTE Mobile Hotspot	ACT233LVWQ	4G	N/A
Data	Franklin	Wireless Aircard X720	VZW110000080002	4G	$49.99
Data	Novatel	VZW 4G LTE Broadband Router w/ Voice	NOVT1114	4G	$49.99
Modem	Lucent	Mobile Bridge			$500.00
Modem	Navman	Fleet Administrator 2.5			$399.99
Modem	VZW	Home Phone Connect	F256VWQB		$0.00
Smartphone	Apple	iPhone 4S 8GB	MF259LL/A	3G	$0.99
Smartphone	Apple	iPhone 4S 8GB in White	MF260LL/A	3G	$0.99
Smartphone	Apple	iPhone 5C 8GB in White	MGFG2LL/A	4G	$0.99
Smartphone	Apple	iPhone 5C 8GB in Yellow	MGFH2LL/A	4G	$0.99
Smartphone	Apple	iPhone 5C 8GB in Blue	MGFJ2LL/A	4G	$0.99
Smartphone	Apple	iPhone 5C 8GB in Green	MGFK2LL/A	4G	$0.99
Smartphone	Apple	iPhone 5C 8GB in Pink	MGFL2LL/A	4G	$0.99
Smartphone	Apple	iPhone 5S 16GB in Space Gray	ME341LL/A	4G	$99.99
Smartphone	Apple	iPhone 5S 16GB in Silver	ME342LL/A	4G	$99.99
Smartphone	Apple	iPhone 5S 16GB in Gold	ME343LL/A	4G	$99.99
Smartphone	Apple	iPhone 5S 32GB in Space Gray	ME344LL/A	4G	$149.99
Smartphone	Apple	iPhone 5S 32GB in Silver	ME345LL/A	4G	$149.99

Smartphone	Apple	iPhone 5S 32GB in Gold	ME346LL/A	4G	$149.99
Smartphone	Apple	iPhone 5S 64GB in Space Gray	ME347LL/A	4G	$249.99
Smartphone	Apple	iPhone 5S 64GB in Silver	ME348LL/A	4G	$249.99
Smartphone	Apple	iPhone 5S 64GB in Gold	ME349LL/A	4G	$249.99
Smartphone	Apple	iPhone 6 16GB in Space Gray	MG5W2LL/A	4G	$199.99
Smartphone	Apple	iPhone 6 16GB in Silver	MG5X2LL/A	4G	$199.99
Smartphone	Apple	iPhone 6 16GB in Gold	MG5Y2LL/A	4G	$199.99
Smartphone	Apple	iPhone 6 64GB in Space Gray	MG632LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 64GB in Silver	MG642LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 64GB in Gold	MG652LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 128GB in Space Gray	MG602LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 128GB in Silver	MG612LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 128GB in Gold	MG622LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 Plus 16GB in Space Gray	MGCK2LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 Plus 16GB in Silver	MGCL2LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 Plus 16GB in Gold	MGCM2LL/A	4G	$299.99
Smartphone	Apple	iPhone 6 Plus 64GB in Space Gray	MGCR2LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 Plus 64GB in Silver	MGCT2LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 Plus 64GB in Gold	MGCU2LL/A	4G	$399.99
Smartphone	Apple	iPhone 6 Plus 128GB in Space Gray	MGCN2LL/A	4G	$499.99
Smartphone	Apple	iPhone 6 Plus 128GB in Silver	MGCP2LL/A	4G	$499.99
Smartphone	Apple	iPhone 6 Plus 128GB in Gold	MGCQ2LL/A	4G	$499.99
Smartphone	Casio	GZ1 Commando 4G LTE	C811	4G	$99.99
Smartphone	Blackberry	9930 (Bold)	BB9930	3G	$149.99
Smartphone	Blackberry	Q10	BBSQN100-2	4G	$99.99
Smartphone	Blackberry	Q10 in White	BBSQN100-2W	4G	$99.99
Smartphone	**Blackberry**	**Classic**	**BBSQC100-3**	**4G**	**$0.00**
Smartphone	**Blackberry**	**Classic (No Camera)**	**BBSQC100-5**	**4G**	**$0.00**
Smartphone	Blackberry	Z10	BBSTL100-4	4G	$50.00
Smartphone	Blackberry	Z10 in White	BBSTL100-4W	4G	$50.00
Smartphone	Blackberry	Z30	BBSTA100-3	4G	$199.99
Smartphone	HTC	All New One (M8) in Glacial Silver	HTC6525LVWSIL	4G	$149.99
Smartphone	HTC	All New One (M8) in Glamour Red	HTC6525LVWRED	4G	$149.99
Smartphone	HTC	All New One (M8) in Gold	HTC6525LVWGLD	4G	$149.99
Smartphone	HTC	All New One (M8) in Metal Gray	HTC6525LVW	4G	$149.99
Smartphone	HTC	One (M9) in Gold on Silver	HTC6535LVWSG	4G	$199.99
Smartphone	HTC	One (M9) in Gunmetal Gray	HTC6535LVW	4G	$199.99
Smartphone	HTC	Desire 612	HTC331ZLVW	4G	$69.99
Smartphone	HTC	One (M8) for Windows	HTC6995LVW	4G	$149.99
Smartphone	HTC	One Remix	HTC6515LVW	4G	$149.99
Smartphone	HTC	Windows Phone 8X	HTC6990LVWBK2	4G	$99.99
Smartphone	HTC	Windows Phone 8X in Blue	HTC6990LVW2	4G	$99.99
Smartphone	**KYOCERA**	**Brigadier**	**KYOE6782**	**4G**	**$0.00**
Smartphone	KYOCERA	Hydro Elite	KYOC6750	4G	$149.99
Smartphone	LG	Enact	LG-VS890	4G	$69.99
Smartphone	LG	G Vista	LG-VS880	4G	$99.99
Smartphone	LG	G2	LG-VS980	4G	$79.99
Smartphone	LG	G2 in White	LG-VS980W	4G	$79.99
Smartphone	LG	G3	LG-VS985	4G	$149.99
Smartphone	LG	G3 in White	LG-VS985W	4G	$149.99
Smartphone	LG	Lucid 2	LG-VS870	4G	$0.99
Smartphone	LG	Lucid 3	LG-VS876	4G	$50.00
Smartphone	Motorola	DROID 4	MOTXT894	4G	$99.99
Smartphone	Motorola	DROID MAXX 16GB in Black	MOTXT1080M16	4G	$0.00
Smartphone	Motorola	DROID MAXX 16GB in Red	MOTXT1080MR16	4G	$0.00
Smartphone	Motorola	DROID MINI	MOTXT1030	4G	$0.00
Smartphone	Motorola	DROID MINI in Red	MOTXT1030R	4G	$0.00
Smartphone	Motorola	DROID MINI in White	MOTXT1030W	4G	$0.00

Smartphone	Motorola	DROID RAZR M in White	MOTXT907W	4G	$0.99
Smartphone	Motorola	DROID Turbo in Metallic Black	MOTXT1254	4G	$149.99
Smartphone	Motorola	DROID Turbo in Metallic Red	MOTXT1254R	4G	$149.99
Smartphone	Motorola	DROID Turbo in Black Ballistic Nylon	MOTXT1254BN	4G	$149.99
Smartphone	Motorola	DROID Turbo in Sapphire Blue Ballistic Nylon	MOTXT1254VB	4G	$149.99
Smartphone	Motorola	DROID Turbo 64GB in Black Ballistic Nylon	MOTXT1254BN64	4G	$199.99
Smartphone	Motorola	Nexus 6	MOTXT1103	4G	$249.99
Smartphone	Motorola	The new Moto X	MOTXT1096	4G	$99.99
Smartphone	Motorola	The new Moto X in White Bamboo	MOTXT1096W	4G	$119.99
Smartphone	Motorola	The new Moto X Designed by You 16GB	MOTXT1096MM16	4G	$99.99
Smartphone	Motorola	The new Moto X Designed by You 32GB	MOTXT1096MM32	4G	$149.99
Smartphone	Nokia	Lumia 928 in Black	NOK928B	4G	$0.99
Smartphone	Nokia	Lumia 928 in White	NOK928W	4G	$0.99
Smartphone	Nokia	Lumia Icon 929 in Black	NOK929B	4G	$149.99
Smartphone	Nokia	Lumia Icon 929 in White	NOK929W	4G	$149.99
Smartphone	Pantech	Marauder	ADR910LVWQ	4G	$99.99
Smartphone	Samsung	ATIV Odyssey	SCHI930MSV	4G	$0.99
Smartphone	Samsung	ATIV SE	SMW750VMSA	4G	$199.99
Smartphone	Samsung	Galaxy Core Prime	SMG360VHAA	4G	$79.99
Smartphone	Samsung	Galaxy Note 3 in Jet Black	SMN900VZKE	4G	$199.99
Smartphone	Samsung	Galaxy Note 3 in Snow White	SMN900VZWE	4G	$199.99
Smartphone	Samsung	Galaxy Note 4 in Black	SMN910VZKE	4G	$299.99
Smartphone	Samsung	Galaxy Note 4 in White	SMN910VZWE	4G	$299.99
Smartphone	Samsung	Galaxy Note Edge	SMN915VZKE	4G	$399.99
Smartphone	Samsung	Galaxy SIII Mini	SMG730VMBA	4G	$50.00
Smartphone	Samsung	Galaxy S4 in Black Mist	SCHI545PKVPS	4G	$99.99
Smartphone	Samsung	Galaxy S4 in White Frost	SCHI545PWVPS	4G	$99.99
Smartphone	Samsung	Galaxy S4 Mini	SCHI435ZKV	4G	$99.99
Smartphone	Samsung	Galaxy S5 in Black	SMG900VZKV	4G	$149.99
Smartphone	Samsung	Galaxy S5 in White	SMG900VZWV	4G	$149.99
Smartphone	Samsung	Galaxy S6 in White Pearl 32GB	SMG920VZWA	4G	$249.99
Smartphone	Samsung	Galaxy S6 in White Pearl 64GB	SMG920VZWE	4G	$349.99
Smartphone	Samsung	Galaxy S6 in White Pearl 128GB	SMG920VZWF	4G	$449.99
Smartphone	Samsung	Galaxy S6 in Black Sapphire 32GB	SMG920VZKA	4G	$249.99
Smartphone	Samsung	Galaxy S6 in Black Sapphire 64GB	SMG920VZKE	4G	$349.99
Smartphone	Samsung	Galaxy S6 in Black Sapphire 128GB	SMG920VZKF	4G	$449.99
Smartphone	Samsung	Galaxy S6 in Gold Platinum 32GB	SMG920VZDA	4G	$249.99
Smartphone	Samsung	Galaxy S6 in Gold Platinum 64GB	SMG920VZDE	4G	$349.99
Smartphone	Samsung	Galaxy S6 in Gold Platinum 128GB	SMG920VZDF	4G	$449.99
Smartphone	Samsung	Galaxy S6 Edge in White Pearl 32GB	SMG925VZWA	4G	$349.99
Smartphone	Samsung	Galaxy S6 Edge in White Pearl 64GB	SMG925VZWE	4G	$449.99
Smartphone	Samsung	Galaxy S6 Edge in White Pearl 128GB	SMG925VZWF	4G	$549.99
Smartphone	Samsung	Galaxy S6 Edge in Black Sapphire 32GB	SMG925VZKA	4G	$349.99
Smartphone	Samsung	Galaxy S6 Edge in Black Sapphire 64GB	SMG925VZKE	4G	$449.99
Smartphone	Samsung	Galaxy S6 Edge in Black Sapphire 128GB	SMG925VZKF	4G	$549.99
Smartphone	Samsung	Galaxy S6 Edge in Gold Platinum 32GB	SMG925VZDA	4G	$349.99
Smartphone	Samsung	Galaxy S6 Edge in Gold Platinum 64GB	SMG925VZDE	4G	$449.99
Smartphone	Samsung	Galaxy S6 Edge in Gold Platinum 128GB	SMG925VZDF	4G	$549.99
Smartphone	Sony	Xperia Z3v in Black	SD6708	4G	$149.99
Smartphone	Sony	Xperia Z3v in White	SD6708W	4G	$149.99
Tablet	Apple	iPad Mini 16GB in Space Gray	MF450LL/A	4G	See Below*
Tablet	Apple	iPad Mini 16GB in White	MD543LL/A	4G	See Below*
Tablet	Apple	iPad Mini with Retina Display 64GB in Space Gray	MF087LL/A	4G	See Below*
Tablet	Apple	iPad Mini with Retina Display 64GB in Silver	MF090LL/A	4G	See Below*
Tablet	Apple	iPad Mini with Retina Display 128GB in Space Gray	MF117LL/A	4G	See Below*
Tablet	Apple	iPad Mini with Retina Display 128GB in Silver	MF121LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 16GB in Space Gray	MGJW2LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 16GB in Silver	MGJX2LL/A	4G	See Below*

Tablet	Apple	iPad Mini 3 16GB in Gold	MH0K2LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 64GB in Space Gray	MGK12LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 64GB in Silver	MGK22LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 64GB in Gold	MH0A2LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 128GB in Space Gray	MGK32LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 128GB in Silver	MGK42LL/A	4G	See Below*
Tablet	Apple	iPad Mini 3 128GB in Gold	MH0U2LL/A	4G	See Below*
Tablet	Apple	iPad with Retina Display 16GB	MD522LL/A	4G	See Below*
Tablet	Apple	iPad with Retina Display 16GB in White	MD525LL/A	4G	See Below*
Tablet	Apple	iPad Air 16GB in Space Gray	ME993LL/A	4G	See Below*
Tablet	Apple	iPad Air 16GB in Space Gray	ME993LL/B	4G	See Below*
Tablet	Apple	iPad Air 16GB in Silver	ME999LL/A	4G	See Below*
Tablet	Apple	iPad Air 16GB in Silver	ME999LL/B	4G	See Below*
Tablet	Apple	iPad Air 32GB in Space Gray	MF004LL/A	4G	See Below*
Tablet	Apple	iPad Air 32GB in Space Gray	MF004LL/B	4G	See Below*
Tablet	Apple	iPad Air 32GB in Silver	MF532LL/A	4G	See Below*
Tablet	Apple	iPad Air 32GB in Silver	MF532LL/B	4G	See Below*
Tablet	Apple	iPad Air 64GB in Space Gray	MF010LL/A	4G	See Below*
Tablet	Apple	iPad Air 64GB in Silver	MF013LL/A	4G	See Below*
Tablet	Apple	iPad Air 128GB in Space Gray	MF016LL/A	4G	See Below*
Tablet	Apple	iPad Air 128GB in Silver	MF019LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 16GB in Space Gray	MGH62LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 16GB in Silver	MGHC2LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 16GB in Gold	MH282LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 64GB in Space Gray	MGJY2LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 64GB in Silver	MGK02LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 64GB in Gold	MH1Y2LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 128GB in Space Gray	MGX02LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 128GB in Silver	MGX12LL/A	4G	See Below*
Tablet	Apple	iPad Air 2 128GB in Gold	MH2H2LL/A	4G	See Below*
Tablet	Google	Google Nexus 7 Tablet	NEXUS7CVZW	4G	See Below*
Tablet	LG	G Pad 7.0 4G LTE	LG-VK410	4G	See Below*
Tablet	LG	LG G Pad 8.3 16 GB	LG-VK810	4G	See Below*
Tablet	LG	G Pad 10.1 4G LTE	LG-VK700	4G	See Below*
Tablet	Nokia	Lumia 2520 in Black	NOK2520B	4G	See Below*
Tablet	Nokia	Lumia 2520 in Red	NOK2520R	4G	See Below*
Tablet	Samsung	Galaxy Note 10.1 2014 Edition	SMP605VZKE	4G	See Below*
Tablet	Samsung	Galaxy Tab 2 (7.0)	SCHI705MKV	4G	See Below*
Tablet	Samsung	Galaxy Tab 2 (10.1)	SCHI915TSV	4G	See Below*
Tablet	Samsung	Galaxy Tab 4 (8.0)	SMT337VYKA	4G	See Below*
Tablet	Samsung	Galaxy Tab 4 (10.1)	SMT537VYKA	4G	See Below*
Tablet	Samsung	Galalxy Tab S	SMT807VZWA	4G	See Below*
Tablet	Samsung	Galaxy Note Pro 12.2	SMP905VZKA	4G	See Below*
Tablet	Sony	Xperia Z2 Tablet	SSGP561	4G	See Below*
Tablet	VZW	Ellipsis Tab 7	QMV7A	4G	See Below*
Tablet	VZW	Ellipsis Tab 7	QMV7B	4G	See Below*
Tablet	VZW	Ellipsis Tab 8	QTAQZ3	4G	See Below*

For specific product functionality and features as well as device and calling plan/ feature compatibility see www.verizonwireless.com. All Equipment is subject to availability and Verizon Wireless reserves the right to add or discontinue models. The above Equipment prices are effective as of 07/01/2015 and are subject to change. All PC Card, USB Modem, notebooks with Mobile Broadband Built-In, Smartphone or BlackBerry device purchases must be combined with an eligible data plan. These Equipment prices are only available through Verizon Wireless' Government Sales Channel and not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Government Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Machine-to Machine plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. Verizon Wireless reserves the right to disconnect cellular service if a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10-month upgrade policy. Other restrictions may apply.All Equipment is subject to change and availability; Verizon Wireless reserves the right to add or discontinue models. *Please contact your Government Account Manager for current prices on the tablets listed.

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

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the 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 (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

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

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

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

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

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

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's

rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/international for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/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 CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM 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 is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimizationwww.verizonwireless.com/international.

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. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-

mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

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

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

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

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

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. In other available countries, usage will be billed at a rate of $0.02/KB or $20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/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 NationalAccess or 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 Manager℠ and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

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

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

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.
Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

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

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. Please note the Del Telecom Relay Serv Charge, a two cents ($0.02) per line per month surcharge we collect from customers in Delaware.

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

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning July 1, 2015 is 4.26 % of the following items:

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

The FUSC on other separately billed interstate and international long distance charges is 17.1%.

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

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

Regulatory Charge
The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of $0.18 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is $0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.
The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

Additional Fees and Charges

The following fees do not recur monthly and are only charged to a Verizon wireless subscriber when applicable:
- Early Termination Fee – up to $350.00 for an Advanced Device; up to $175.00 for a Basic Phone (waived for government liable lines).
- Insufficient Funds Check - $25.00
- Late Payment Fee - $5.00 or 1.5%, whichever is greater

Although fees below may be charged, in most circumstances they will be waived for the State:
- Activation Fee - $40.00 for employee subscribers; waived for government liable lines
- Bill Reprint - $5.00
- Cellular Service Reconnect - $20.00
- MTN Change - $15.00
- MTN Reassignment - $15.00
- MTN Transfer - $15.00
- Name Change - $25.00
- Upgrade Fee - $40.00 for employee subscribers; waived for government subscribers

Other Fees
In certain circumstances additional charges may apply. For example:
- While Verizon does not charge customers for standard wireless equipment delivery terms, there may be charges associated with rush orders or expedited deliveries requested by the State.
- Prices listed do not include state and local sales tax and other applicable taxes and regulatory fees, charges or pass-through assessments, which are subject to change without notice.

State of Delaware Domestic Business Email Feature for Smartphones: Government Subscribers Only (Compatible with server based email solutions)	
The calling feature below reflects the monthly access fee discount. No additional discounts apply.	
State of Delaware Business Email Feature for Smartphones	
Monthly Access Fee	**$40.00**
Monthly Access Fee with MobileHotspot (MHS)	**$45.00**
Domestic MB Allowance	Unlimited
International Roaming	$0.002 per KB
Domestic Text, Pix & Flix Messaging	Per the Voice Calling Plan
Domestic Per Minute Rate††	Per the Voice Calling Plan
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. This standalone data feature is only available for Government Subscriber lines using a Smartphone device. 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. Feature may be combined with a voice calling plan of $19.99 or higher.	

Custom Nationwide "Keep Active" Voice & Data (Smartphone) Plan: Government Election Lines Only	
Monthly Access Fee	$0.35**
Voice Minute Allowance	0 minutes
Domestic Airtime Minutes	$1.75 per minute
Domestic Data (Sent or Received)	$1.99 per MB*
Note: Current coverage details can be found at www.verizonwireless.com. Government Subscribers selecting to utilize this plan are doing so with the knowledge that any time/ months a device is active on this rate plan will not decrement the Government Subscribers existing month Line Term or Line Term extension in any manner. Each billing cycle, Verizon Wireless will review Customer's billed usage for all lines active on this Custom Nationwide "Keep Active" Voice & Data (Smartphone) Plan during such billing cycle. Any billing adjustments will be made within 1 to 2 bill cycles after Customer receives its invoice. Share Option is not included on this Custom Nationwide "Keep Active" Voice & Data (Smartphone) Plan. *Business email is not enabled for this plan. Customer will be suspended at no charge for up to 180 days per year at no charge. Should Customer desire to keep their existing line of service active, customer will be charged a $0.02 per month Regulatory Fee for each line. **A maximum of 30 Government Subscriber Lines per profile can be activated on this Custom Nationwide "Keep Active" Voice & Data (Smartphone) Plan at a time. Verizon Wireless reserves the right to migrate Government Subscriber Lines that do not comply with the terms of use for this plan or is active on this plan for 12 months to then-current commercial pricing.	

Verizon Mobile Device Management (MDM): Government Subscribers Only	
Verizon MDM is eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management	$0.00
Device Diagnostics	$0.99/device per month
Broadband Hotspot Management	$1.49/device per month **OR** $15.00/device per year
Verizon Software Management	$0.10/device per month **OR** Event-based pricing of $6 per device per update
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.	

ATTACHMENT A – Custom Plans for Government Subscribers

Unlimited Plan for Smartphones - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$70.00**
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 3G Extended networks, while available. 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.

Custom Flat Rate Mobile Broadband - Government Government Subscribers Only 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 have data throughput of data speeds limited up to 600kbps throughout the duration of each billing cycle with no additional speed reductions. 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 is expressly prohibited on this rate plan.

Custom Mobile Broadband Plan II – Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$44.99**
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. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras is expressly prohibited on this rate plan.

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	$65.00 (13656)
Monthly Access Fee (Discount Applied)	**$50.05**
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 Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.