

Verizon Wireless Pricing and Equipment Proposal

Definitions:

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

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").

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

Eligible Calling Plan: Any generally available Verizon Wireless voice and/or data calling plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

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

Rates and Charges: The calling plan and any selected options and features, determine the applicable rates, charges, allowance of minutes and/or kilobytes or megabytes and Wireless Service coverage area for each Line. The monthly access fees and non-promotional allowance of minutes and/or kilobytes or megabytes for each Line will not change during the line term as long as the calling plan is not changed on that Line. However, other rates, charges and fees, including but not limited to options, feature charges and 411 Connect, may vary following 30 days written communication. Verizon Wireless may change or discontinue generally available business or consumer calling plans for new Government Subscribers. Government discounts and pricing are available through the business sales channel and may not be available to purchases made through agents or at retail store locations.

Attainment Tier and Monthly Access Fee Discount: Provided the State of Delaware or "Customer" maintains a minimum of 5 Government Subscriber Lines on Eligible Calling Plans, Government Subscribers shall receive the monthly access fee discount on Eligible Calling Plans and Eligible Data Features based on Customer's Attainment Tier.

Attainment Tier and Discount Changes: Customer must select an attainment tier in order to be eligible for discounts on applicable plans and features. Verizon Wireless may adjust other benefits under the Agreement, should the contract terms and conditions change. .

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.

Accessory Discount: Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories if Customer maintains a minimum of five (5) Government Subscribers.

In Building Funding Allowance: Verizon Wireless will provide In-building Funding of up to \$200,000 during the initial term of this Agreement, and will work with the State to determine the strategic sites. Please see Verizon Wireless Government Account Manager, Brad Schultz, for details. In addition, please note an approval of an In-building solution may be subject to (a) the completion of due diligence to the reasonable satisfaction of Verizon Wireless; (b) compliance with applicable local zoning and land use laws and regulations and with the laws of regulatory agencies such as the Federal Communications Commission and the Federal Aviation Administration; and (c) the execution of a written agreement(s) between the Parties regarding the IBS.

Disputed Charges: In the event of disputed charges, the State must provide Verizon Wireless with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why you are disputing the charges and your supporting documentation. The State may withhold payment of a disputed charge, up to the amount of the dispute, only if you dispute such charge[s] on or before the applicable bill due date. Verizon Wireless will use good faith efforts to resolve billing issues within sixty (60) days after we receive the notification of the dispute with supporting documentation. Particularly complex issues may take longer to resolve. If a billing issue is resolved in your favor, Verizon Wireless will credit the State within a commercially reasonable timeframe.

Static IP Fee: Verizon Wireless will waive the static IP one time set up for Government Subscribers of the State of Delaware.

This Verizon Wireless offer supersedes all previous offers to the State of Delaware.

Attainment Tier and Monthly Access Fee Discount on Eligible Calling Plans and Eligible Data Features	
	Verizon Wireless Exclusive Wireless Provider
State Government Subscribers	25%
State Employee Subscribers	17%

Version 090810

Nationwide for Business Calling Plans

Nationwide for Business Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Text Messages for Talk & Text Plans		
Monthly Anytime Voice Minutes	Talk	Talk & Text	Friends & Family for Government* (Up to 10 numbers)	
Monthly Access Fee				Per-Minute Rate After Allowance
1350	\$79.99	\$99.99		
2000	\$99.99	\$119.99		
4000	\$149.99	\$169.99		
6000	\$199.99	\$219.99		
Share Option	\$5 additional monthly access per line			
Data Sent or Received	\$1.99/ MB or per data package*			

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. *Friends & Family for Government eligibility varies on selected calling plan. **3G Smartphones and 3G Multimedia Phones require a data package. Please note that the Nationwide for Business Calling Plans do not share.

Custom Nationwide for Business Calling Plans

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

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Domestic Text Messages	
Monthly Anytime Minutes	Monthly Access Fee		Per-Minute Rate After Allowance
450	\$34.99		\$0.25
900	\$50.99		\$0.25
1200	\$60.99		\$0.25
Unlimited**	\$79.99		\$0.25
Push To Talk	\$5.00		N/A
Data Sent or Received	\$1.99/ MB or per data package*		N/A

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. Friends & Family for Government is NOT available on the calling plans above. *3G Smartphones and 3G Multimedia Phones require a data package. **Nationwide Unlimited Anytime Minute Plans are not eligible for monthly access fee discounts and DO NOT SHARE with any secondary line. Please note the Custom Nationwide for Business Calling Plans do not share.

Custom Nationwide for Business Share Plans: Government Subscribers Only

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

Monthly Access Fee With Sharing	\$19.99
Monthly Access Fee With Sharing and Push to Talk	\$25.00
Home Airtime Minutes	0
Overage Rate	\$0.25 per minute
Mobile to Mobile Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Data Sent or Received*	\$1.99/ MB or per data package*

Notes: Current Nationwide Calling Plan 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 calling plan requires Subscribers to choose a twenty four (24) month Line Term or Line Term extension. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. *3G Smartphones and 3G Multimedia Phones require a data package. Customer may not have more than 50% of their Total Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all additional Government Subscribers to the Nationwide for Business Share Plan with a Monthly Access Fee of \$34.99 or greater. Shares with Verizon Wireless share plans with 200+ minutes only (excludes the Custom State of Delaware for Business Share Plan.)

Custom Nationwide for Business Share Calling Plans

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

National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Domestic Text Messages
Monthly Anytime Minutes	Monthly Access Fee	Per-Minute Rate After Allowance
700	\$48.99	\$0.25
1200	\$62.99	\$0.25
1500	\$69.99	\$0.25
Data Sent or Received	\$1.99/ MB or per data package*	N/A

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. Friends & Family for Government is NOT available on the selected calling plans above. *3G Smartphones and 3G Multimedia Phones require a data package. Please note the above plans share with the Custom Nationwide for Business Share Calling Plans only and do not share with any other plans.

Custom State of Delaware for Business Share Plans

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

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Domestic Text Messages
Monthly Anytime Minutes	Monthly Access Fee	Per-Minute Rate After Allowance
300 Voice Minutes	\$22.99	\$0.25
300 Voice Minutes & Unlimited Domestic Data	\$49.99	\$0.25
300 Voice Minutes & Unlimited Domestic Data & Global Unlimited Email*	\$69.99	\$0.25
Voice Roaming Outside the State of Delaware (Domestic)*	\$0.69	
Voice Roaming Outside the US*	\$0.69 Zone 1 Countries/\$1.99 Zone 2 Countries	
Data Sent or Received	\$1.99/ MB or per data package**	

Notes: Current coverage includes an extended State of Delaware footprint. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Friends & Family for Government is NOT available on the selected calling plans above. *Roaming charges apply outside of the extended State of Delaware coverage area. Global Voice rates apply when using voice internationally. **3G Smartphones and 3G Multimedia Phones require a data package. The Custom \$19.99/0 and \$25/0 Nationwide for Business Share Plans cannot be combined with the above referenced plans.

**Government Nationwide Flat Rate Calling Plans
No Domestic Roaming or Long Distance Charges**

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

Monthly Anytime Minutes	Monthly Access Fee	Per-Minute Rate After Allowance
0 Allowance	\$11.99	\$0.25
0 Allowance with Unlimited Domestic Text (PIX & FLIX excluded)	\$15.95	\$0.25
0 Allowance with Unlimited Nights and Weekends, Unlimited In Calling and Unlimited Domestic Text (PIX & FLIX excluded)	\$24.99	\$0.25
Data Sent or Received	\$1.99/ MB or per data package*	N/A

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. *3G Smartphones and 3G Multimedia Phones require a data package. Please note the Government Nationwide Flat Rate Calling Plans do not share.

State of Delaware Nationwide 200 Share for Government Calling Plan: Government Subscribers Only.

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

	Exclusive Provider Only
Standard Monthly Access Fee	\$24.99
Shared Anytime Allowance Minutes	200
Per Minute Rate	\$0.25
Mobile to Mobile	Unlimited
Night & Weekend	Unlimited
Verizon Wireless Domestic Long Distance Rate†	Included
Data Sent or Received*	\$1.99/ MB
Unlimited Push-to-Talk	\$5.00
Plan Shares with	Custom Nationwide for Business Share Calling 700, 1200 and 1500 plans, and Custom Nationwide for Business Share Plans, only (excludes the State of Delaware for Business Share Custom 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. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. The above referenced plan only shares with a subscriber on the same account and when activated on the same plan only. The above referenced plan can be combined with standard text messaging packages.

Government Custom Nationwide Unlimited Push to Talk Calling Plan

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

Monthly Access Fee	\$17.95
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited
Data Sent or Received	\$1.99/ MB or per data package†

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

**Mobile Learning Devices: Government Subscribers Only
State of Delaware Custom Business Email**

Compatible with server based email solutions and Windows based PDA smartphone devices

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

	Stand-Alone Data Plan Educational Institutions Only*
Discounted Monthly Access Fee	\$39.99
MB Allowance	Unlimited
Rate After Allowance	N/A
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *The \$39.99 State of Delaware Custom Business Email Unlimited plan is available to Educational Institution Government Subscribers only. Any ineligible Government Subscriber that activates on the \$39.99 State of Delaware Custom Business Email Unlimited plan will be migrated to an eligible then current Government VZEmail plan. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. This plan is Not eligible to participate in Friends & Family for Government.

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

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

Standard Monthly Access Fee	\$9.99
Anytime Allowance Minutes	0
Per Minute Rate	\$0.09
Mobile to Mobile	N/A
Night & Weekend	N/A
Verizon Wireless Domestic Long Distance Rate†	Included
Data Sent or Received*	\$1.99/ MB
Unlimited Push-to-Talk	N/A

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. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. The above referenced plan can be combined with standard text messaging packages. Lines activated on other price plans (except existing Emergency Plans) may not migrate to the State of Delaware Nationwide Emergency Plan. Customer's existing State of Delaware Emergency Plan lines must migrate to the State of Delaware Nationwide Emergency Plan when upgrading to new equipment. Verizon Wireless will make available to the State a choice of two (2) basic technology devices for use on this plan at no charge. Make and model at Verizon Wireless sole discretion. These devices will become eligible for upgrade after 20 months in service.

Enterprise Messaging Plans

Enterprise Messaging Plans are eligible for monthly access fee discounts.

Messaging Allowance	Enterprise Messaging Monthly Access (Standard text messaging rates apply for Recipient)	Per Message After Allowance
0	\$200.00	\$0.02
50,000	\$850.00	
100,000	\$1,500.00	
250,000	\$3,000.00	
500,000	\$5,000.00	

1. ENTERPRISE MESSAGING: Verizon Wireless Enterprise Messaging service allows enterprise business accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to Verizon Wireless' safeguard measures that are designed to protect our network and our customers from such unsolicited (spam) or objectionable text messaging as content filtering, aggregate message volume limits and speed of service limitations on publicly accessible Internet messaging gateways.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is available to Customers that have a valid State/Local Agreement with at least one hundred (100) 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 the service. Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers. Customer agrees that it will send messages only to its Government Subscribers or 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 out-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 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. 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.**

4. 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 utilized Enterprise Messaging to assist in resolving service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

5. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to accommodate billing of the Enterprise Messaging service and to manage Customer's 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.

6. IP ADDRESSES: Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

Enterprise Messaging for Public Safety

Enterprise Messaging for Public Safety 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
Unlimited (For Public Safety/First Responders Only as defined below*)	\$0.00	N/A

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 for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following NAICS codes a) 621910 Ambulance Services, b) 922110 Courts c) 922120 Police Protection d) 922160 Fire Protection or e) 922190 Other Justice, Public Order, and Safety Activities. These entities must have a valid Contract with at least five (5) active Government Subscribers. 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 only be used to send messages to Verizon Wireless subscribers and 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 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: Customer acknowledges and agrees that the \$0.00 Enterprise Messaging Monthly Access is being provided free of charge for the purpose of public safety and hereby agrees that it will use this offer in good faith for purposes only 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. IP ADDRESSES: Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

8. 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 these terms or the Contract; (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 these terms; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with these terms; or (f) operational or other governmental reasons.

9. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE 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.

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. These terms supplement Customer's Contract as it relates to Enterprise Messaging and EMAG and the terms of such Contract, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Contract the RFP and State Contract including Verizon Wireless' exceptions, followed by Verizon Wireless' agreement shall control with respect to Enterprise Messaging.

Nationwide Email for Business Calling Plans

Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

**Unlimited National Mobile to Mobile Calling Minutes
No Domestic Roaming or Long Distance Charges**

**Unlimited Data Allowance for email
Unlimited Night & Weekend Minutes**

Monthly Anytime Voice Minutes	Email Plan ✓ Voice and email	Email & Messaging Plan ✓ Voice, email, and messaging unlimited text, picture and video messaging	Friends & Family for Government (Up to 10 numbers)	Per-Minute Rate After Allowance
Monthly Access Fee				
450	\$79.99	\$99.99	Included w/ Share*	\$0.25
900	\$99.99	\$119.99	Included*	
1350	\$109.99	\$129.99		
2000	\$129.99	\$149.99		
4000	\$169.99	\$189.99		
6000	\$219.99	\$239.99		
Share Option	\$5 additional monthly access per line			

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. *Friends & Family for Government eligibility varies on selected calling plan.

Data Package Requirements		
Data for Simple Feature & 3G Multimedia Phones		
Data Packages are NOT eligible for monthly access fee discounts		
Monthly Access Per Line	Data Allowance	Per-MB Overage Rate
\$9.99 *	25 MB	\$0.20 after allowance
\$29.99 *	Unlimited	N/A
Data for all 3G Smartphones		
Data Feature or Plan	Monthly Access Per Line	Data Allowance
Business Email Feature	\$20.00	Unlimited
3G Mobile Hotspot**		
Monthly Access Per Line**	Data Allowance	Per-MB Overage Rate
\$20.00	2GB	\$0.05
\$40.00	5GB	\$0.05

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. A Data Package is required for all 3G Multimedia & Smartphones. 3G Smartphones may also activate on a Business Email Plan. Simple Feature phones may activate on a Pay per use data feature for \$1.99/ MB. Mobile Email is included with the \$9.99 & \$29.99 solutions for Simple Feature & 3G Multimedia phones and is an additional \$5.00 per month for Simple Feature Phones on the Pay per use data pricing. *A Business Email application by Remoba may be added to Simple Feature & 3G Multimedia Phones for \$9.99 per month. Mobile Web 2.0 pages may include Verizon Wireless and third party advertising Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). Optional Features may only be added onto an eligible voice calling plan.

Business Email: Compatible with server based email solutions and may only be added onto an eligible voice calling plan with a monthly access fee of \$34.99 or higher and the \$19.99/0 and \$25/0 Custom Nationwide Business Share Plans. .

3G Mobile Hotspot feature: ** This feature is only available for select devices. The 3G Mobile Hotspot 5GB data allowance applies to all data used while the 3G Mobile Hotspot application is in use. Customers may simultaneously share data and use the Smartphone data features email, text messaging and web browsing. Please note, the 3G Hotspot features are not discountable and exclude MiFi devices. The features must be combined with a minimum voice calling plan of \$34.99 & above.

Custom Business Email Compatible with server based email solutions

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

	As a feature added to an eligible Calling Plan†	As a Stand-Alone Data Plan*
Monthly Domestic Access Fee	\$20.00	\$36.99
Monthly Global Access Fee*	\$36.00	\$52.99
MB Allowance	Unlimited	
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate††	Per the Voice Calling Plan	\$0.12 per minute Domestic for calls within Nationwide Rate and Coverage Area

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. †Optional Features may only be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher and the \$19.99/0 and \$25/0 Custom Nationwide Business Share Plans. ††Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. A data plan or feature is always required to use a BlackBerry device. *International voice charges apply while roaming globally.

Custom Mobile Broadband Data Plans and Features

	Mobile Broadband*		Mobile Broadband Connect Features		
	The Mobile Broadband Data Plans detailed below reflect the monthly access fee discount. No additional discounts apply.		The Mobile Broadband Data Features are eligible for monthly access fee discounts and promotions, when available		
	With a PC Card or USB Modem, or notebook with Mobile Broadband Built-In		With a Mobile Broadband Connect- capable Smartphone or BlackBerry device		With a Mobile Broadband Connect – capable handset
Monthly Access Fee	\$30.00*	\$39.99*	\$15 [†]	\$30 ^{††}	\$49.99 ^{†††}
Monthly Allowance	250 MB (Share or Non Share)	Unlimited	5 GB		
Per MB Rate After Allowance	\$0.10	N/A	\$0.05		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)				
Per Minute Rate†	\$0.25 per minute				
Domestic Long Distance	Included				

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Monthly Access Fee discounts on these Plans are available for Government Subscribers only. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. †With a voice calling plan (excluding the Custom Flat Rate plans) and Custom Unlimited Business Email feature (\$20.00) or any Nationwide/Global Email for Business Calling Plans. †† With an Unlimited Wireless Email plan or Email and Web plan. . †††With any qualifying voice calling plan.

Verizon Wireless Fleet Administratorsm

Fleet Administrator is eligible for a monthly access discount.

Monthly Access Fee	\$49.99/Fleet Administrator Unit
MB Allowance	2 MB data usage for Fleet Administrator and all Accessories*
Overage Rate Per KB	\$0.015
Fleet Administrator Unit (FAU)	\$399.99/FAU Fleet Administrator 2.0 Upgrade: \$75.00/FAU (one time fee)

Accessories

Fleet Administrator Accessories are eligible for an accessory discount

Mobile Data Terminal (MDT)	\$329.99/MDT (one time fee) \$70 installation charge/MDT (if installed after initial Fleet Administrator installation)
ConEx Unit	\$229.99/ConEx Unit (one time fee) \$70 installation charge/ConEx Unit (if installed after initial Fleet Administrator installation), includes one basic digital connection integration/ConEx

NOTE: Subject to the NationalAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area (except Puerto Rico); see map at www.verizonwireless.com for details.

NationalAccess: 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 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 Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess 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.

Fleet Administrator: Billing period begins 2 days after the device is shipped to the customer. Requires Fleet Administrator approved Equipment to be installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator registration web page. Customer must provide access to vehicles for purposes of device installation and de-installation of devices. Hardware installation is included (Monday – Friday 8am-5pm Local Time). After hours, holidays and weekend installation subject to an additional fee of \$35. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with, remove, or replace the devices after installation. No guarantee of accuracy of location information. Internet access, Windows 95, 98, 2000 or XP required, not available with MAC operating systems. Customer must install Fleet Administrator desktop software.

Wireless Priority Service (WPS) Access

WPS Access Feature Initiation Fee	\$0.00
WPS Access Monthly Access Charge	\$0.00
WPS Access Per Minute Charge	\$0.75

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

Mobile Broadband Router Solution Mobile Broadband MB Plans

Mobile Broadband Router Solution Plans are eligible for monthly access fee discounts and promotions, when available.

Monthly Access Fee	\$39.99	\$59.99	\$99.99	\$149.99	\$249.99	\$549.99
Monthly Access Fee With Share Option	\$44.99	\$64.99	\$104.99	\$154.99	\$254.99	\$554.99
Data Allowance	40 MB	250MB	450MB	900MB	1800MB	4500MB
Overage Rate Per KB	\$0.001	\$0.0005				
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)					
Per Minute Rate†	\$0.25 per minute					
Domestic Long Distance	Included					

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Mobile Broadband Megabyte Plans are only for activation on Primary Router devices approved for use on the Verizon Wireless network. Current Primary Router approved models include the Digi Connect WAN, Digi Connect Port WAN, BlueTree 4600, Airlink Raven-E, Mobile Bridge, and Cisco 3G. Verizon Wireless does not include primary routers as part of its device offerings. Primary Router devices are available from the original equipment manufacturers.

Nationwide GlobalEmail for Business Calling Plans

Nationwide GlobalEmail for Business Calling Plans are eligible for monthly access fee discounts and promotions, when available.

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Data Allowance for email Unlimited Night & Weekend Minutes		
Monthly Anytime Voice Minutes	GlobalEmail Plan Voice and email	GlobalEmail & Messaging Plan Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	Friends & Family for Government* (Up to 10 numbers)	Per-Minute Rate After Allowance
Monthly Access Fee				
450	\$99.99	\$119.99	Included w/ Share*	\$0.25
900	\$119.99	\$139.99	Included*	
1350	\$129.99	\$149.99		
2000	\$149.99	\$169.99		
4000	\$189.99	\$209.99		
Share Option	\$5 additional monthly access per line			
International Calling	GlobalPhone rates apply for calls made while traveling internationally. See the Calling Plan and Feature details section. International long distance calling rates from the United States vary by destination.			

Notes: Current coverage details can be found at www.verizonwireless.com. The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family for Government eligibility varies on selected calling plan.

**GlobalEmail Data Plan and Feature Global Smartphone or Global BlackBerry
Business Email Plan and features are eligible for monthly access fee discounts and promotions, when available.**

Pay as you Go	
Monthly Access Fee	N/A
Monthly Data Allowance	
United States	N/A
Canada	\$0.002 per KB or \$2.05 per MB
Mexico	\$0.005 per KB or \$5.12 per MB
Rest of the World	\$0.02 per KB or \$20.48 per MB
Voice Usage	
Domestic Voice^{†††}	Per the voice calling plan
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally

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. Requires Nationwide Email Plan. Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. ^{†††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. A data plan or feature is always required to use a BlackBerry device.

**Custom GlobalAccess Data Plan Global PC Card
The GlobalAccess Plan is eligible for monthly access fee discounts and promotions, when available.**

	As a Stand-Alone Calling Plan		Pay-Per-Use Plan
Monthly Access Fee	\$97.49*	\$219.99*	Must subscribe to a domestic Mobile Broadband Plan.
Monthly Data Allowance and Overage			
United States	5 GB (5,120MB) (\$0.05/ MB after allowance)	5 GB (5,120MB) (\$0.05/ MB after allowance)	5 GB (5,120MB) (\$0.05/ MB after allowance)
Canada			0 MB - \$0.002 per KB or \$2.05 per MB
Mexico and Select Destinations	100 MB (\$0.005/KB or \$5.12/MB after allowance)	200 MB (\$0.005/KB or \$5.12/MB after allowance)	0 MB - \$0.005 per KB or \$5.12 per MB
Rest of the World	0 MB (\$0.02/KB or \$20.48/MB)	0 MB (\$0.02/KB or \$20.48/MB)	0 MB - \$0.02/KB or \$20.48 per 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. *Includes \$39.99 Mobile Broadband plan. Total allowance for all applicable destinations. These plans are not eligible for discounts on month to month activations. The \$97.49 Global Access Data Plan Global PC Card plan is not eligible for access discounts.

**Global Data for Handsets
The Global Data for Handsets Plan is NOT eligible for monthly access fee discounts and promotions, when available.**

	*20MB	10MB	Pay-Per-Use Plan
Monthly Data Allowance			
Monthly Access Fee	\$29.99	\$19.99	N/A
Data Overage Rate			
Canada	\$0.002 per KB or \$2.05 per MB	\$0.002 per KB or \$2.05 per MB	\$0.002 per KB or \$2.05 per MB
Mexico and Select Destinations	\$0.005 per KB or \$5.12 per MB	\$0.005 per KB or \$5.12 per MB	\$0.005 per KB or \$5.12 per MB
Rest of the World	\$0.02 per KB or \$20.48 per MB	\$0.02 per KB or \$20.48 per MB	\$0.02 per KB or \$20.48 per 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. *The 20MB for \$29.99 feature is eligible for monthly access fee discounts and promotions, when available.

Verizon Wireless Calling Plan Optional Features

Calling Plans and Associated Charges: Government Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the RFP and State Contract including Verizon Wireless' exceptions, followed by Verizon Wireless' agreement. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless 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. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

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 calling 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 calling plan's rate and coverage area, unless otherwise specified in the calling plan.

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

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, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Friends & Family for Government: Calls directed to and received from an account's listed Friends & Family for Government numbers shall not use Monthly Anytime Voice Minutes. For Nationwide Family SharePlans with 1400 minutes or more, subscribers can add up to ten (10) Friends & Family for Government numbers per account. 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 for Government numbers, up to account's eligibility limits; My Business Account or is required to set up and manage Friends & Family for Government numbers.

Verizon Wireless Calling Plan Included Features¹

Call Waiting ^{2,7}	Three Way Calling ^{2,7}
Call Forwarding ^{2,7}	No Answer/ Busy Transfer ⁷
Caller ID ^{3,7}	Basic Voice Mail ^{2,4,7}
411 Search ^{5,7}	Basic Text Messaging ⁶
Mobile Web ^{2,7,8}	International Calling/ Roaming ⁹

¹Not available in some areas.

²Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

³When making a call, subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

⁴Airtime charges apply to message retrieval.

⁵411 Search, directory assistance with automatic call completion is subject to a \$1.99 per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

⁶Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.

⁷Feature not included on NationalAccess and Mobile Broadband Plans at no charge, but are available at the prevailing Verizon Wireless rates.

⁸Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on Smartphones or the Email and Web for BlackBerry Plans. Unless a V Cast, or Mobile TV Select Package, is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

⁹International Calling/ Roaming prices start at \$.49 a minute (plus airtime). For complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international.

Calling Plan Optional Features

	Optional Feature Access Fee	Additional Messages	Overage Rate
Unlimited Mobile to Mobile Messaging (Text, Picture, & Video Messaging)	\$10.00	500	\$0.10
	\$20.00	5000	Per message/ per address
Visual Voice Mail		\$2.99 monthly charge	
Push to Talk		\$5.00/ Monthly Access Fee*	
	Optional Feature Access Fee	Included Messages	Overage Rate
Text, Picture, & Video Messaging	\$5.00	250	\$0.10 per message/ per address
	V Cast Mobile TV Select	V Cast Mobile TV Basic	V Cast Mobile TV Limited
V Cast Mobile TV	\$25.00	\$15.00	\$13.00
GSM International Roaming Global Phone	Rates are available at www.VerizonWireless.com		
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges		
Field Force Manager	Monthly Access per Handset		

Verizon Wireless Calling Plan Optional Features

(Government Subscribers Only)	Limited	Basic	Premium**
	\$19.99 per user	\$29.99 per user	\$49.99 per user
	Monthly Access per Advanced Device†		
	Limited	Basic	Premium**
	\$15.00 per user	\$20.00 per user	\$30.00 per user

Optional Feature rates and packages are subject to change. Other Optional Features may be available please see your Account Manager or visit www.verizonwireless.com for information. *The Push to Talk Feature is available when combined with an eligible calling plan (excludes Custom Flat Rate Plans).

** Field Force Manager Premium is not available on all devices. † Requires Unlimited Email Plan or Feature

Visual Voice Mail: Visual Voice Mail is only available in the national Enhanced Services Coverage Area and only on select devices. Basic Voice Mail required. Not compatible with Text Messaging Block. Data charges apply during application download and standard messaging rates apply for messages initiated from the application. Accessing Voice Mail, Call Forwarding, Call Return, Personal Operator and other features are subject to airtime, long distance, roaming charges and applicable taxes and Mobile to Mobile Calling minutes do not apply.

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. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. 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 timeliness of presence information may be impacted 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 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.

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) to 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 VZGlobal® 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 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: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

*NOTE: 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.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost

or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. Mobile to Mobile Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless subscribers' wireless phones while both wireless subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast Mobile TV: Subscription to V Cast Mobile TV requires V Cast Mobile TV capable Equipment. The V Cast Mobile TV Select and Basic packages include unlimited access to ESPN Mobile TV, NBC News2Go, CBS Mobile, MTV, Nickelodeon, Comedy Central, and Fox Mobile Channel. Parental controls are available. The V Cast Mobile TV Select package also includes a V Cast VPAK. The V Cast Mobile TV Limited package includes Fox Mobile Channel, NBC News2Go, and CBS Mobile. These terms and conditions are in addition to and subject to the V CAST terms and conditions. V CAST Mobile TV coverage required. Service may be interrupted or restricted without notice. Verizon Wireless is not responsible for and does not assume liability for content, including, without limitation, any defamation, obscenity or profanity you may encounter using this service. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

International Long Distance (I-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: I-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only 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 made from your Calling Plan's Rate and Coverage Area. If a subscriber's Calling Plan's Rate and Coverage Area includes Canada, calls made from that area to Canadian phone numbers, as applicable,

This offer is valid for 90 days from the date of submission.

Verizon Wireless Calling Plan Optional Features

will be billed per the Calling Plan. 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 (Global Phone/ GlobalAccess/ GlobalEmail):

International roaming requires digital or tri-mode CDMA phone with current software. Global Phone requires CDMA/GSM- capable phones and compatible SIM card. I-Dial 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. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally and charges will be in addition to text messaging roaming charges. Where available calls placed to directory assistance, entertainment lines and any third-party services are billed (along with applicable toll charges) in addition to roaming rates. Message waiting indicator service is not available where text messaging is not available. Availability of services and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice. See www.verizonwireless.com/international for rates and destinations, which are subject to change without notice. Existing subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the subscriber's MTN or to 000-000-0086. Taxes, surcharges and other regulatory fees may apply and may vary by country. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that 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 Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com 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 cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Field Force Manager (FFM): FFM is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after the device is shipped to the customer. Monthly access includes unlimited data usage for Field Force Manager. Limited Monthly Access plan and Basic Monthly Access plan for advanced devices are not eligible for business discounts. FFM is available only to Government Subscribers is intended for authorized employees/users in the course of legitimate Government business. Unauthorized or improper use could be a violation of law and may carry civil and criminal penalties. By subscribing to and/or using this service Customer agrees, represents and warrants that: 1) use of FFM by its Government Subscribers will be solely for lawful use and for no

other purpose, 2) Verizon Wireless is authorized to access, collect, gather, use and disclose personal location information for all devices with FFM in order to deliver the services, and 3) all disclosures and/or consents from individual Government Subscribers in possession of the devices being tracked and/or monitored will be obtained as required by applicable law, regulation or policy (including but not limited to those relating to individual privacy rights). FFM requires a supported GPS enabled wireless device, specified Calling Plan or Data Plan, downloadable application, valid e-mail address and Internet access for activation and use. Data usage for FFM is included in the monthly subscription fee. FFM may prevent use of other features and services; any incompatible features and services must be cancelled in order to use FFM. Verizon Wireless does not guarantee the accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. From time to time customers with Limited or Basic service may inadvertently be able to access, view and/or use certain features associated with Basic and/or Premium features of FFM, in order to utilize these features on a regular and ongoing basis, fees associated with the Basic or Premium plan shall apply. Downloading the Field Force Manager application will require approximately 2 MB of data. Data sent or received will be aggregated each month, rounded up to the next megabyte and billed at \$1.99/MB. Megabyte charges will not be incurred for using the application after download to the device. FFM is available on select devices only.

VZ Navigator: VZ NavigatorSM allows subscribers to map their location, find nearby points of interest, and get audible turn-by-turn directions on select wireless handsets. VZ Navigator is a downloadable Media Center application that uses GPS positioning to tell you where you are, what's near you, and give you directions to places, quickly and easily. VZ Navigator is available nationwide, while customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. Pricing:

- Unlimited - \$9.99* monthly charge (recurring)
- Daily - \$2.99* (available for 24 hour period – non-recurring)
- Weekly - \$4.99 (available for a seven (7) day period – non-recurring)

*Available on select devices.

Data Plans and Feature

Data Plans and Features: Data Plan and Feature usage is subject to Acceptable Use Policy, available on www.verizonwireless.com. Monthly Megabyte allowances apply only to Mobile Broadband data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions and voice calls will be billed at the per-minute coverage rate according to the plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute coverage rate according to the underlying calling plan. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service area. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the subscriber pressing or clicking SEND or CONNECT button. Customer must maintain virus protection when accessing the service.

Permitted Uses: Wireless Email and Data Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing Government 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).

Prohibited Uses: While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine

Verizon Wireless Calling Plan Optional Features

connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable “bots” or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) “auto-responders,” “cancel-bots,” or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating “spam” or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties’ Internet-based resources, including the generation or dissemination of viruses, malware, or “denial of service” (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless’ or another entity’s network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle or “keep alive” functions, unless they adhere to Verizon Wireless’ requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Mobile Broadband and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless 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 we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

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

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. 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.1XRTT Roaming Feature: When roaming domestically, Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where 1XRTT Roaming is available, see www.verizonwireless.com. 1XRTT roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

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

the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and Mobile Broadband Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global Smartphone, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of subscriber’s SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

Share Option

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

Nationwide for Business: Sharing Option is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all subscribers if the 5 Government Subscriber minimum is not met at any time. Each sharing subscriber’s unused Anytime Minutes will pass to other sharing subscribers that have exceeded their Anytime Minutes during the same monthly billing period (Mobile to Mobile Calling minutes and Night and Weekend minutes do not share). Each sharing subscriber’s Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer’s Government Subscribers, some Customers may have to have sharing subscribers activated in more than one Verizon Wireless billing system. Sharing among subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing subscriber to the total minutes needed by all sharing subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

Mobile Broadband Router Solution Share Plans: Sharing is available only among Government Subscribers on the Mobile Broadband Router Solution choosing the Share Option. Sharing is only available for data usage (no voice). Each sharing subscriber’s unused kilobytes will pass to other sharing subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the Share Option on the Mobile Broadband Router Solution Share Plan at all times to qualify; otherwise Verizon Wireless reserves the right to remove the Share Option from all subscribers and/or cease offering the share plan. Unused kilobytes will be distributed proportionally as a ratio of the kilobytes needed by each applicable subscriber to the total kilobytes needed by all sharing subscribers. Plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days.

Government Equipment Pricing based on a 10,000+ Government Subscriber Line Attainment Tier

An additional \$30.00 discount applies to the State of Delaware subscribers; however, Equipment prices shall never be lower than No Charge (\$0.00).

Manufacturer/ Brand	Model	10,000+	Manufacturer/ Brand	Model	10,000+
LG	VX5500	\$89.99	Samsung	Omnia 2	\$229.99
LG	VX5600 (Accolade)	\$89.99	Samsung	N150 Netbook (N150-HAV1US)	\$179.99
LG	VX8360	\$169.99	Samsung	Knack (u310)	\$0.00
LG	Versa w/o Keypad(VX9600WOK)	\$229.99	Samsung	Haven (SCH-U320)	\$0.00
LG	VX9700 (Dare)	\$299.99	Samsung	Smooth (U350)	\$50.00
LG	enV3(all colors)	\$259.99	Samsung	Gusto (U630)	\$50.00
LG	Glance (VX7100)	\$169.99	Samsung	Trance (u490)	\$109.99
LG	Chocolate Touch (VX8575)	\$159.99	Samsung	Alias 2 (U750)	\$209.99
LG	enV Touch (VX11000)	\$329.99	Samsung	Rogue (U960)	\$329.99
LG	VX9100enV2(all colors)	\$229.99	Samsung	Reality (all colors)	\$159.99
LG	Cosmos (VN-250)	\$109.99	Samsung	Intensity (U450)	\$149.99
LG	Ally (VS740)	\$229.99	Samsung	Intensity II (U460)	\$149.99
LG	Fathom (VS750)	\$279.99	Samsung	Convoy	\$80.00
HP	Mini 1151NR	\$179.99	Samsung	Sway (u650)	\$149.99
HP	Mini 110-1046NR	\$329.99	Samsung	Renown (u810)	\$99.99
HP	Mini 210-1076NR	\$279.99	VZW	UM 175 (USB)	\$0.00
HP	Mini 311-1037NR	\$379.99	VZW	UM 190 (USB)	\$104.99
Gateway	LT2016U	\$279.99	VZW	USB760	\$79.99
Motorola	VU 204	\$0.00	VZW	PC770	\$129.99
Motorola	W766 Entice	\$159.99	VZW	USB 1000	\$129.99
Motorola	Rapture (VU30)	\$149.99	VZW	MiFi 2200	\$129.99
Motorola	Barrage (V860)	\$159.99	VZW	XU870	\$199.99
Motorola	Rival A455 (All Colors)	\$229.99	VZW	AD 3700	\$109.99
Motorola	Krave (ZN4)	\$329.99	VZW	XV6800	\$29.99
Motorola	Droid (Mot A855)	\$329.99	HTC	Touch Pro(XV6850)	\$129.99
Motorola	Droid 2 (Mot A955)	\$329.99	HTC	Touch Pro 2	\$279.99
Motorola	Droid X (Mot MB810)	\$329.99	HTC	Droid Eris (ADR6200w)	\$229.99
Motorola	Devour (A555)	\$279.99	HTC	Incredible	\$329.99
Nokia	6205	\$69.99	VZW	XV6900	\$29.99
Nokia	Shade (2705) Cam & Non-cam	\$89.99	VZW	Ozone (XV6175)	\$134.99
Nokia	7205 (Intrigue)	\$69.99	VZW	Touch Diamond(XV6950)	\$59.99
Nokia	7705 (Twist)	\$209.99	HTC	Imagio (XV6975)	\$179.99
Palm	Pixi Plus	\$169.99	Palm	Treo Pro	\$59.99
Palm	Pre Plus	\$219.99	VZW	Escapade	\$59.99
RIM	8703e	\$79.99	VZW	8950	\$109.99
RIM	(8230) Pearl Flip	\$39.99	VZW	8975	\$29.99
RIM	8330 (Curve)	\$234.99	Pantech	Jest (TXT8040VW)	\$149.99
RIM	8530 (Curve2)	\$234.99	VZW	KIN ONE	\$179.99
RIM	8830 (all colors)	\$229.99	VZW	KIN TWO	\$239.99
RIM	9530 (Storm)	\$229.99	VZW	Blitz	\$69.99
RIM	9550 (Storm 2)	\$309.99	VZW	Razzle (TXT 8030)	\$69.99
RIM	9630 (Tour)	\$329.99	VZW	Exilim (C721)	\$119.99
RIM	9650 (Bold)	\$279.99	VZW	GZ1 Brigade (C741)	\$229.99
Samsung	Saga (i770)	\$59.99	VZW	GZ1 Rock (C731)	\$209.99
Samsung	Omnia	\$79.99	VZW	Boulder (PTT)	\$109.99

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 6/03/10 and are subject to change. Government Subscribers can purchase Equipment at Verizon Wireless' national retail prices if they become lower than this matrix provided the subscriber line meets the offer requirements. When available, Government Subscribers may take advantage of government promotions and manufacturer sponsored rebates subject to the terms and conditions of such rebates, as applicable. 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' Business 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 Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It NowSM, Picture Messaging, and other information or Enhanced Services, are subject to terms of use.

Mobile Data Terminal (MDT) Device Pricing

\$449.99 Mobile Data Terminal Device is subject to inventory availability.

All Equipment is subject to availability and technology changes. Equipment models and prices are subject to change.

Telemetry Pricing

The Telemetry pricing referenced below do not count toward any other Telemetry Plan in this or any other Agreement. Telemetry Units do not count towards Customer's voice/non-Telemetry data (Data) line attainment and/or revenue commitment under this or any other Agreement, nor do voice/Data lines under this or any other Agreement apply toward the Telemetry Attainment Tier.

Telemetry Calling Plans

Attainment Tier Discounted Calling Plans

Telemetry calling plans identified in this section are eligible for Telemetry Monthly Access Fee discounts. The discounts are already applied. No further discounts apply.

Mobile Broadband Telemetry Megabyte Plans

Mobile Broadband Telemetry MegabyteSharePlans

Definitions:

- 1. Government Subscriber Unit ("Unit" or "Telemetry Unit"):** A line of service whose account is set up in Customer's name for which Customer bears payment responsibility that is activated on a telemetry calling plan and is intended for machine-to-machine data transmissions only. Except as modified in this addendum, terms and conditions applicable to Government Subscribers are applicable to Government Subscriber Units.
- 2. Telemetry Equipment:** Equipment used by Customer in conjunction with Wireless Service primarily for machine-to-machine use. Except as modified in this addendum, terms and conditions applicable to Equipment are applicable to Telemetry Equipment.
- 3. Telemetry Attainment Tier Discounts and Pricing:** To be eligible for the attached pricing and discounts for Verizon Wireless Telemetry calling plans, monthly access fee and accessory discounts and Equipment pricing, Customer agrees to achieve and maintain a minimum of 5 Telemetry Units at all times Verizon Wireless will convert existing qualifying Telemetry Units under this Agreement within 90 days from the Effective Date, after receiving all necessary information; however, if Equipment modifications are required, conversion time may be extended.
- 4. Telemetry Equipment Charges:** Customer may purchase non-telemetry equipment, sold by Verizon Wireless, when activating a Telemetry Unit; however, Customer must purchase such Equipment at Verizon Wireless non-discounted retail pricing. Customer may use its own Equipment provided it is on the Verizon Wireless approved device list at the time of activation. Customer will be responsible for any hardware and/or software modifications to ensure Equipment functions on and is compatible with the Verizon Wireless network, as verified by Verizon Wireless.
- 5. Online Ordering:** Telemetry Calling Plans and Verizon Wireless Equipment, if applicable, are not generally available through online ordering.

Mobile Broadband Telemetry Megabyte Plans

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

Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$7.01	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$8.57	2 MB				
\$10.13	3 MB				
\$11.69	4 MB				
\$13.25	5 MB				
\$15.59	10 MB				
\$23.39	25 MB				
\$31.19	50 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$38.99	250 MB				
\$46.79	1 GB				
\$77.99	5 GB				

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

Mobile Broadband Telemetry Megabyte SharePlans

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

Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$8.57	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$10.13	2 MB				
\$14.81	5 MB				
\$27.29	25 MB				
\$31.19	50 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$38.99	250 MB				
\$46.79	1 GB				
\$77.99	5 GB				

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Government Subscribers to the Mobile Broadband Telemetry Megabyte SharePlans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of ten (10) Telemetry Units choosing a Mobile Broadband Telemetry Megabyte SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the Mobile Broadband Telemetry Megabyte SharePlans and migrate existing Telemetry Units to the Mobile Broadband Telemetry Megabyte Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Sharing is available between the following plan groups, (1 MB, 2 MB, 5 MB, and the 25 MB) or (50 MB, 250 MB and the 1 GB). The 5GB plan can only share with itself. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

Verizon Wireless Telemetry Calling Plan and Features Details

Calling Plans and Associated Charges: Some calling plans or monthly access fee price points may not be available in all markets. Customer's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Airtime is rounded up to next full minute or kilobyte, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Verizon Wireless Telemetry Calling Plan Included Features

Caller ID ^{1,2}	411 Connect ^{SM 2,3}	Basic TXT Messaging ³
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¹When making a call, Telemetry Unit's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked. ²Feature not included on NationalAccess and Mobile Broadband Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates ³Directory assistance with automatic call completion is \$1.25 per call plus airtime charges. ³\$0.20 per inbound and \$0.20 per outbound message charge applies. TXT Messaging terms and conditions below apply.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

Telemetry NationalAccess/ Mobile Broadband

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service areas. For current NationalAccess and Mobile Broadband service areas, please visit www.verizonwireless.com. 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. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/Mobile Broadband data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with Mobile Broadband. 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: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess 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 (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions. **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 \$51.2/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.