

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

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

And

State of Connecticut
(hereinafter "Participating Entity")

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

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

INDIVIDUAL CUSTOMER: Only the Telecommunication Unit of the Department of Administrative Services, a department of the Participating Entity, will be treated as if it was an Individual Customer. Except to the extent modified by this PA, Participating Entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the lead state has in the Master Agreement. Individual Customer will be responsible for its own charges, fees, and liabilities. Individual Customer and Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Contract for its purchases. The Contractor will apply the charges to the Individual Customer.

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

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum is as follows (or their named successors):

Lead State

Name	State of Nevada, Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

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

Participating Entity

Name	State of Connecticut Department of Administrative Services Kris H. Wohlgemuth
Address	165 Capitol Ave, Hartford, CT 06106
Telephone	860-713-5606
Fax	860-622-2832
E-mail	kris.wohlgemuth@ct.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

Individual Customer issuing valid Telecommunications Service Request (TSR) will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for service and equipment provided as long as said services and equipment are included in this participating addendum and ordered via a TSR. If the Individual Customer is an Executive Branch agency of the Participating Entity, that the Individual Customer may only purchase the services and equipment set forth in Exhibit 1. All other Individual Customers eligible to purchase services and equipment under this Participating Addendum may purchase the services and equipment set forth in Exhibit 2. The Department of Administrative Services can expand Exhibit 1 to add approved services and products by updating the Participating Addendum in writing.

8. Billing of Services:

The correct and timely billing of services used by the Participating Entity is of utmost importance. Incorrect or untimely billing of services may result in the cancellation of the Participating Addendum for non-performance.

- 8.1 Existing Services:

All existing services ordered via a TSR, prior to this Participation Addendum and provided by Contractor, as of the effective date of this addendum, shall remain as is and not be converted to services contained in this Addendum without a TSR. If Contractor proposes migrating services to another service, it can only be converted if ordered by the Participating Entity via a TSR and only for services/equipment on the PA Exhibit 1.

- 8.2 Consolidated Monthly Bill:

Contractor shall bill the Individual Customer for all Participating Entity WTNs (Working Telephone Number, ordered via a TSR), based on a consistent single bill cycle, currently the 25th of each month. All new services and equipment purchased by the Individual Customer via a TSR shall be added by the Contractor to the existing consolidated bill (Account) under a new sub-account entitled "WSCA".

Contractor's consolidated bill shall contain, by WTN, the monthly recurring charges (broken out by billable item as included in this PA), usage charges (and call detail records) and one-time equipment and accessory charges. A paper copy of this consolidated invoice shall be mailed to Individual Customer and contain, by each sub-account and by WTN, the monthly recurring charges, non-recurring charges and usage charges.

- 8.3 Contractor Charges:

Contractor shall not invoice the Individual Customer for any new or additional charges (recurring or non-recurring) unless the Contractor receives written approval from Participating Entity. Contractor shall not invoice the Individual Customer nor will the State pay for:

- Items not included in the PA;
- New charges mandated by regulatory bodies, new surcharges instituted by the Contractor after regulatory approval, etc. until the charge is added to this PA. (The Contractor is responsibility to request these be added to the PA and not bill for them until it receives Participating Entity written approval.);
- Contractor's required contributions to the Universal Service Fund;
- Charges for monthly service or usage that was utilized 30 days prior to the beginning of the then current billing cycle or equipment/accessories that were ordered more that 30 days prior to the then current billing cycle;
- Items in dispute;
- Local, state or federal taxes;
- Termination fees;
- Activation / upgrade / conversion fees (or similar);

- 8.4 Monthly Electronic Billing and Format:

Contractor shall furnish a proper monthly consolidated invoicing billing media in a format approved by Individual Customer. Contractor shall provide Individual Customer with on-line secure access to the Individual Customer's raw data download billing feed (the current electronic billing feed). Contractor shall not make changes to the approved format without providing prior 90-day written notice to Individual Customer with the specifics as to the actual changes that will be made and written acceptance by Individual Customer.

- 8.5 Reports to Individual

Contractor shall provide, upon the Individual Customer's request, or written request by the Telecomm Unit of the Department of Administrative Services, an electronic report, Excel file format, listing, by WTN all individual items that are billed on a monthly basis and associated equipment. This report shall be electronically sent to Individual Customer within fourteen days of the written request. The report shall include, at a minimum, all service and features, with associated item/product codes, associated equipment (specific make and model), with associated item/product codes, monthly recurring costs, initial activation date of service, date of last equipment upgrade, date of next available equipment upgrade, Participating Entity employee assigned the device (this information will be provided on the TSR), the original TSR number that activated the service, and last TSR number that affected the WTN.

- 8.6 Payments and Credits

The Individual Customer shall pay for any telecommunication network service/equipment received as a result of a Individual Customer order (TSR) issued by Individual Customer for services/equipment, subject to Section 8.7 below. All applicable charges (rates) submitted for payment must strictly adhere to the Exhibit 1 rates in

effect during the period of this PA. Contractor shall not alter, adjust, or change Exhibit's 1 rates during the term of this PA unless otherwise authorized in writing by the Department of Administrative Services.

Payments to the Contractor will be approved only after properly formatted invoice billing media is received and reconciled. The Individual Customer requires that payments to Contractor be made within forty-five (45) days after receipt of proper invoice billing media. In the case where discrepancies are found, between the rates on the invoice and in Exhibit 1, corrections of defects in service payment will not be made by the Individual Customer until discrepancies are corrected. Payment shall be made in accordance with Connecticut State Statutes 4a-71, 4a-72 and 4a-73.

- 8.7 Disputed Charges

In order to avoid possible past due or termination notices, Contractor must remove any disputed amount from the Individual Customer's monthly bill until resolution of the disputed amount. The Individual Customer shall not pay Contractor for amounts in dispute or for accounts that have not been properly ordered via a TSR and identified with the ordering TSR. However, Individual Customer shall timely pay the undisputed portions of the invoice containing the disputed amounts. Should the disputed amount actually be a valid charge, Contractor can then re-bill the Individual Customer for that amount - clearly identifying the re-billed figure. Should the disputed amount be an invalid or incorrect charge, Contractor will not re-bill that amount to the Individual Customer of Participating Entity.

- 8.8 Payments Posting

Payments received by Contractor from the Individual Customer shall be appropriately posted to the specific account for which the payment was received. At the Individual Customer's request, Contractor shall, within 30 days of the request, provide a complete written report of its accounts receivable procedures including payment history of all Individual Customer accounts/WTNs.

9. Price Agreement Number:

All TSR's issued by Individual Customer within the jurisdiction of this PA shall include the Participating State contract number: 12PSX0409 and the Lead State price agreement number: 1907

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

10. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):

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

The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

Definitions: The following definitions apply to this Participating Addendum

- a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- b) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
- c) Contractor: A person or entity who submits a Bid and who executes a Contract.
- d) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions. If Executive Orders 7C, 14 and 19 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole

determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the National Association of State Procurement Officials, the Nevada's Negotiated Terms and Conditions or the Master Agreement between NASPO and West Publishing Corporation and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

Purposely Left Blank

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

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

Participating State: STATE OF CT / DAS	Contractor: Cellco Partnership d/b/a Verizon Wireless
By: Carol S. Wilson	By: 
Name: CAROL S. WILSON	Name: Todd Loppisano
Title: DAS Proc. Director	Title: Executive Director, Enterprise & Government Contracts
Date: 7/22/13	Date: 8/14/2013

[Additional signatures as required by Participating State]

Exhibit 1

Services and Equipment Available to Executive Branch Agencies of the Participating Entity

Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DAS	Item	Item Code	Description of Service/Equipment	Unit	Monthly Recurring Cost	Usage Cost	Equipment (Non-Recurring) Cost
SERVICE:									
Add	4/26/13	7/23/13	S1	84357	Mobile Broadband Data Plans - Unlimited	line	\$39.99		**Listed below
Add	4/26/13	7/23/13	S2	85320	Mobile Broadband Data Plans – Tablet Only - 2GB	line	\$30.00		**Listed below
Add	4/26/13	7/23/13	S3		Domestic Overage for 2 GB Plan	GB		\$10.00 per GB	**Listed below
Add	4/26/13	7/23/13	S4	77304	Global Data Feature - 100 MB	line	\$19.25		**Listed below
Add	4/26/13	7/23/13	S5		Overage for 100 MB Plan (Global Data Plan Countries)	MB		\$25.00 per 100 MB	**Listed below
Add	4/26/13	7/23/13	S6		Overage for Non-Global Data Plan Countries	KB		\$0.02 per KB (\$20.48/MB)	**Listed below
Add	4/26/13	7/23/13	S7	87640	Machine to Machine 1 MB Plan Group 1	line	\$5.00		**Listed below
Add	4/26/13	7/23/13	S8	87641	Machine to Machine 5 MB Plan Group 1	line	\$7.00		**Listed below
Add	4/26/13	7/23/13	S9	87642	Machine to Machine 25 MB Plan Group 1	line	\$10.00		**Listed below
Add	4/26/13	7/23/13	S10	87643	Machine to Machine 50 MB Plan Group 1	line	\$15.00		**Listed below
Add	4/26/13	7/23/13	S11	87644	Machine to Machine 150 MB Plan Group 1	Line	\$18.00		**Listed below
Add	4/26/13	7/23/13	S12		Overage for Group 1 Data usage	MB		\$1.00 per MB	**Listed below
Add	4/26/13	7/23/13	S13	84645	Machine to Machine 250 MB Plan What is group 2?	line	\$20.00		**Listed below
Add	4/26/13	7/23/13	S14	87646	Machine to Machine 1 GB Plan Group 2	Line	\$25.00		**Listed below
Add	4/26/13	7/23/13	S15	84638	Machine to Machine 5 GB Plan Group 2	line	\$38.50		**Listed below
Add	4/26/13	7/23/13	S16	87648	Machine to Machine 10 GB Plan Group 2	Line	\$61.60		**Listed below
Add	4/26/13	7/23/13	S17		Overage for Group 2 Data usage	MB		\$0.015 per MB	**Listed below
Add	4/26/13	7/23/13	S18		National Access Roaming for Group 1 or 2	KB		\$0.002 per KB Canada /\$0.005 per KB Mexico	**Listed below
Add	4/26/13	7/23/13	S19	77575	Share Everything for Small Business Data Only Jetpacks/Netbooks/Notebooks/USBs/4 G LTE Routers	Line Access	\$20.00 Per Device		**Listed below
Add	4/26/13	7/23/13	S20	77576	Share Everything for Small Business Data Only Tablets	Line Access	\$10.00 Per Device		**Listed below
Add	4/26/13	7/23/13	S21	86494	Share Everything for Small Business Data Only 4GB Shared Data (10 lines Maximum)	Account Access	\$30.00		**Listed below
Add	4/26/13	7/23/13	S22	86495	Share Everything for Small Business Data Only 6GB Shared Data (10 lines Maximum)	Account Access	\$30.80		**Listed below
Add	4/26/13	7/23/13	S23	86496	Share Everything for Small Business Data Only 8GB Shared Data (10 lines Maximum)	Account Access	\$38.50		**Listed below
Add	4/26/13	7/23/13	S24	86497	Share Everything for Small Business Data Only 10GB Shared Data (10	Account Access	\$46.20		**Listed below

					lines Maximum)				
Add	4/26/13	7/23/13	S25	86498	Share Everything for Small Business Data Only 12GB Shared Data (10 lines Maximum)	Account Access	\$53.90		**Listed below
Add	4/26/13	7/23/13	S26	86499	Share Everything for Small Business Data Only 14GB Shared Data (10 lines Maximum)	Account Access	\$61.60		**Listed below
Add	4/26/13	7/23/13	S27	86500	Share Everything for Small Business Data Only 16GB Shared Data (10 lines Maximum)	Account Access	\$69.30		**Listed below
Add	4/26/13	7/23/13	S28	86501	Share Everything for Small Business Data Only 18GB Shared Data (10 lines Maximum)	Account Access	\$77.00		**Listed below
Add	4/26/13	7/23/13	S29	86502	Share Everything for Small Business Data Only 20GB Shared Data (10 lines Maximum)	Account Access	\$84.70		**Listed below
Add	4/26/13	7/23/13	S30	87180	Share Everything for Small Business Data Only 30GB Shared Data (25 lines Maximum)	Account Access	\$142.45		**Listed below
Add	4/26/13	7/23/13	S31	87181	Share Everything for Small Business Data Only 40GB Shared Data (25 lines Maximum)	Account Access	\$200.20		**Listed below
Add	4/26/13	7/23/13	S32	87182	Share Everything for Small Business Data Only 50GB Shared Data (25 lines Maximum)	Account Access	\$257.95		**Listed below
Add	4/26/13	7/23/13	S33		Share Everything Domestic Data Overage	GB	\$15.00 Per GB		**Listed below
Add	4/26/13	7/23/13	S34		Share Everything National Access Roaming	KB		\$0.002 per KB Canada /\$0.005 per KB Mexico	**Listed below

EQUIPMENT:

Add	4/26/13	7/23/13	E1	MD522LL/A	Apple iPad with Wi-Fi 16 GB (4G LTE) - Black	ea			\$629.99
Add	4/26/13	7/23/13	E2	MD523LL/A	Apple iPad with Wi-Fi 32 GB (4G LTE) - Black	ea			\$729.99
Add	4/26/13	7/23/13	E3	MD524LL/A	Apple iPad with Wi-Fi 64 GB (4G LTE) - Black	ea			\$829.99
Add	4/26/13	7/23/13	E4	ME406LL/A	Apple iPad with Wi-Fi 128 GB (4G LTE) - Black	ea			\$929.99
Add	4/26/13	7/23/13	E5	MD525LL/A	Apple iPad with Wi-Fi 16 GB (4G LTE) - White	ea			\$629.99
Add	4/26/13	7/23/13	E6	MD526LL/A	Apple iPad with Wi-Fi 32 GB (4G LTE) - White	ea			\$729.99
Add	4/26/13	7/23/13	E7	MD527LL/A	Apple iPad with Wi-Fi 64 GB (4G LTE) - White	ea			\$829.99
Add	4/26/13	7/23/13	E8	ME407LL/A	Apple iPad with Wi-Fi 128 GB (4G LTE) - White	ea			\$929.99
Add	4/26/13	7/23/13	E9	MD540LL/A	Apple iPad Mini with Wi-Fi 16 GB (4G LTE) - Black	ea			\$459.99
Add	4/26/13	7/23/13	E10	MD541LL/A	Apple iPad Mini with Wi-Fi 32 GB (4G LTE) - Black	ea			\$559.99
Add	4/26/13	7/23/13	E11	MD542LL/A	Apple iPad Mini with Wi-Fi 64 GB (4G LTE) - Black	ea			\$659.99
Add	4/26/13	7/23/13	E12	MD543LL/A	Apple iPad Mini with Wi-Fi 16 GB (4G LTE) - White	ea			\$459.99
Add	4/26/13	7/23/13	E13	MD544LL/A	Apple iPad Mini with Wi-Fi 32 GB (4G LTE) - White	ea			\$559.99
Add	4/26/13	7/23/13	E14	MD545LL/A	Apple iPad Mini with Wi-Fi 64 GB (4G LTE) - White	ea			\$659.99
Add	4/26/13	7/23/13	E15	UML290VW-G	Pantech Global USB Modem UML290 (4G LTE)	ea			\$0.00*
Add	4/26/13	7/23/13	E17	MBR1515LV W	Verizon Wireless 4G LTE Router	ea			\$99.99*

*Line Term Agreement Required

ACCESSORIES:

Add	4/26/13	7/23/13	A1	F5L090TT	Case/Holster (for iPad)	ea			\$74.99
Add	4/26/13	7/23/13	A2	APL21VPCX	Vehicle Charger (for iPad)	ea			\$22.49
Add	4/26/13	7/23/13	A3	APLLIGHTT VL	6FT Lightning Wall Charger	ea			\$22.49

Add	4/26/13	7/23/13	A4	63-1524-05-VZ	Otterbox Case (for iPad)	ea			\$67.49
Add	4/26/13	7/23/13	A5	F8N773TTC OO	Case Folio (for iPad)	ea			\$29.99
Add	4/26/13	7/23/13	A6	ZAGGIPAD BTFOL	Zagg Case w/keyboard (for iPad)	ea			\$74.99
Add	4/26/13	7/23/13	A7	FOSBSLBLK 103	Zagg Case w/Keyboard (for iPad Mini)	ea			\$67.49
Add	4/26/13	7/23/13	A8	ABBTKBRD T	Targus Bluetooth Keyboard	ea			\$59.99
Add	4/26/13	7/23/13	A9	38251VZR	Mophie Battery Pack	ea			\$59.99
Add	4/26/13	7/23/13	A10	MICUNIPW R2	Motorola Universal Power Pack	ea			\$29.99
Add	4/26/13	7/23/13	A11	MD818ZM/A	Lightning to USB Adapter	ea			\$19.99
Add	4/26/13	7/23/13	A12	MD825ZM/A	Lightning to VGA Adapter	ea			\$49.99
Add	4/26/13	7/23/13	A13	MD826ZM/A	Lightning to HDMI Adapter	ea			\$49.99
Add	4/26/13	7/23/13	A14	F7N011TT2	Display Protector for iPad mini	ea			\$14.99
Add	4/26/13	7/23/13	A15	MD963LL/A	Device Cover for iPad Mini	ea			\$29.99
Add	4/26/13	7/23/13	A16	CL-470	Display Protectors (for iPad)	ea			\$14.99
Add	4/26/13	7/23/13	A19	WINDLTEA NT	LTE Mini Window Mount Antenna	ea			\$14.99
Add	4/26/13	7/23/13	A20	MICRDUAL VPC-F	Micro USB VPC Charger	ea			\$22.49

****Non-recurring Verizon Wireless fees**

The following fees do not recur monthly and are only charged to a Verizon Wireless subscriber when applicable:

- Bill Reprint - \$5.00
- Insufficient Funds Check - \$25.00
- Late Payment Fee - 1.0%, whichever is greater

Note: Some of these fees may be waived for certain customers, subject to eligibility.

Other Fees

In certain circumstances additional charges may apply. For example:

- While Verizon does not charge customers for standard wireless equipment delivery terms, there may be charges associated with rush orders or expedited delivery requests.
- Prices listed do not include state and local sales tax and other applicable taxes and regulatory fees, charges or pass-through assessments, which are subject to change without notice.

Surcharges & Fees

List of Verizon Wireless Surcharges that VZW would bill (Rates as of March 1, 2013)

Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE INTERSTATE TELECOMMUNICATIONS SERVICE	16.100000%	Subject to change quarterly
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE TELECOMMUNICATIONS - Rate for most bundled voice plans with no overages.	3.790000%	Subject to change quarterly
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE VOIP INTERSTATE/INTERNATIONAL LD TOLL	16.100000%	Subject to change quarterly
Fed Universal Service Charge	FED UNIVERSAL SERVICE CHARGE VOIP RATE	10.450000%	Subject to change quarterly
Regulatory Charge	REGULATORY CHARGE INTERNET ACCESS Broadband plans	\$0.02	Subject to change
Regulatory Charge	REGULATORY CHARGE TELECOMMUNICATIONS Voice and non-Broadband plans	\$0.16	Subject to change
Regulatory Charge	REGULATORY CHARGE VOIP RATE	\$0.16	Subject to change
CT Telecom Relay Service Surcharge	STATE TELECOM RELAY SRVC SURCHARGE TELECOMMUNICATIONS	0.041000%	Subject to change

State must supply proper exemption documentation to avoid state imposed taxes and governmental fees not listed above.

Exhibit 2

Services and Equipment Available to All Eligible Entities Other Than Executive Branch Agencies of the Participating Entity

(http://purchasing.state.nv.us/Wireless/WSCA_Only/WSCA_Only_PVersion.htm)



1907 WSCA Pricing
Sheet 4 2 2013.pdf

Verizon Wireless Pricing Sheet

Western States Contracting Alliance (WSCA) Contract for Services #1907

WSCA Nationwide for Government Share Calling Plans

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

Monthly Anytime Voice Minutes	WSCA Discount No additional discounts apply	Unlimited Push to Talk	Per-Minute Rate After Allowance
0	\$15.99*	Not Included	\$0.25
100	\$23.68	\$2.00	
200	\$26.94	\$2.00	
100 Messages (Text, Picture and Video)	Included		Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25
Data Sent or Received	\$1.99/ MB or per data package**		
Unlimited Messages (Text, Picture and Video)	\$12 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. *The \$15.99 zero access plan can only be 50% of an accounts total share lines. **3G Smartphones and 3G Data Multimedia Phones require a data package.			

WSCA Nationwide for Government Calling Plans

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

Monthly Anytime Voice Minutes	Monthly Access Fee		Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Non-Shared Minutes	Shared Minutes		
	Monthly Access Fee with a 23% WSCA Discount			
400	\$35.88 \$27.63	\$38.45 \$29.61	Not Included	\$0.25
600	\$52.56 \$40.47	\$55.12 \$42.44	Included*	
1000	\$67.94 \$52.31	\$70.50 \$54.29		
100 Messages (Text, Picture and Video)	Included			Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25
Data Sent or Received	\$1.99/ MB or per data package**			
Unlimited Push-to-Talk	\$2.00			
Unlimited Messages (Text, Picture and Video)	\$12 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 eligibility varies on selected calling plan. ** 3G Smartphones and 3G Data Multimedia Phones require a data package				

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

Monthly Anytime Voice Minutes	Talk	Talk & Text	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% WSCA Discount			
450	\$39.99 \$30.79	\$59.99 \$46.19	Included w/ Share*	\$0.25
900	\$59.99 \$46.19	\$79.99 \$61.59		
Unlimited	\$69.99 \$53.89	\$89.99 \$69.29		
Share Option	\$5 \$3.85 additional monthly access per line		Included*	
100 Messages (Text, Picture and Video)	Included			Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25
Unlimited Push-to-Talk	\$2.00			
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 eligibility varies on selected calling plan. ** 3G Smartphones and 3G Data Multimedia Phones require a data package.

**Share Everything for Small Business Plans:
Talk, Text and Data Government Subscribers**

Monthly Line Access (Is NOT eligible for Monthly Access Charge discounts)

Smartphones	Basic Phones	Jetpacks/Netbooks/Notebooks/ USBs/ 4G LTE Routers	Tablets
\$40.00 per device	\$30.00 per device	\$20.00 per device	\$10.00 per device

Monthly Account Access Fee with a 23% WSCA Discount

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
\$40.00 \$30.80	10	300 MB	\$15.00 per GB
\$50.00 \$38.50		1 GB	
\$60.00 \$46.20		2 GB	
\$70.00 \$53.90		4 GB	
\$80.00 \$61.60		6 GB	
\$100.00 \$77.00		10 GB	
\$110.00 \$84.70		12 GB	
\$120.00 \$92.40		14 GB	
\$130.00 \$100.10		16 GB	
\$140.00 \$107.80		18 GB	
\$150.00 \$115.50	25	20 GB	
\$225.00 \$173.25		30 GB	
\$300.00 \$231.00		40 GB	
\$375.00 \$288.75	50 GB		
General Allowance Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		
Unlimited Domestic Text, Picture, and Video Messages	Included		

Canada and Mexico Only Feature			
Monthly Account Access	Monthly Shared Minutes for Long Distance and Roaming	Maximum Number of Lines (per billing account)	Voice Per Minute Rate after Allowance
\$15.00	1,000	(for plans that share up to 10 lines)	\$0.35 per minute
\$25.00	2,000	(for plans that share up to 25 lines)	
Data Usage (Pay As You Go)		\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	

Global Data Package Feature		
Monthly Account Access (Is eligible for Monthly Access Charge discounts)		
Monthly Line Access	Data Allowance (non-share)	Data Overage
\$25.00 per device	100 MB	\$25.00 per 100 MB

Notes: Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico, and originating from Canada to the U.S. Prevailing rates apply to all other messages. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received. Customers subscribing to Share Everything for Small Business Plans and non-Share Everything for Small Business Plans will be billed on separate billing accounts and invoices.

Voice Sharing (Canada and Mexico only, if selected): At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need. Calling plan changes may not take effect until the next billing cycle following the request.

Global Data Package. Not available in all countries. \$0.02 per KB for countries not included in the global allowance

Sharing: Sharing is available only among Government Subscribers on the Share Everything for Small Business Plans – Talk Text and Data. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from Share Everything for Business plans will not share with any non-Share Everything for Small Business Plans.

Share Everything for Small Business Plans: Basic Phone Talk Only Government Subscribers Up to ten (10) lines Only (per billing account)

Monthly Line Access and Monthly Account Access (Are NOT eligible for Monthly Access Charge discounts)

Basic Phones Only	
Monthly Device Access Charge	\$30.00 per device
Monthly Account Access Charge	\$10.00
Domestic Anytime Voice Allowance Per Month	700 Minutes (shared)
Voice Per Minute Rate (after allowance)	\$0.45
Unlimited Domestic Night & Weekend Minutes	Included
Unlimited Domestic Mobile to Mobile	Included
Domestic Long Distance	Included
National Access Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Domestic Data	\$1.99 per MB
1000 Domestic Text, Picture, and Video Messages	\$10.00 per device
Domestic Text, Picture, and Video Messages (Pay As You Go)	\$0.20 (SMS) Text sent/received \$0.25 (MMS) Picture/Video sent/received

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

Share Everything Talk-only plans are not available for accounts with Smartphones or data devices. Customers subscribing to Share Everything for Small Business Plans and non-Share Everything for Small Business Plans will be billed on separate billing accounts and invoices.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Basic Phone Only Plan. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Canada and Mexico minutes cannot be added to this plan. Domestic Data MBs, and Text, Picture and Video messages are not eligible for sharing. Voice allowances from Share Everything for Small Business Basic Phone Talk Only Plans will not share with any non- Small Business Basic Phone Talk Only Plans.

**Share Everything for Small Business Plans
Basic Phone and/or one (1) Smartphone Only: Talk, Text and Data
Government Subscribers**

Up to ten (10) lines Only (per billing account)

Monthly Line Access is NOT eligible for Monthly Access Charge discounts.
Monthly Account Access is eligible for Monthly Access Charge discounts

Basic Phones and/or one (1) Smartphone Only per account

	Basic Phones	One (1) Smartphone
Monthly Device Access Charge	\$30.00 per device	\$40.00
Monthly Account Access Charge		\$40.00
Domestic Anytime Voice Allowance Per Month		Unlimited
Domestic Long Distance		Included
National Access Roaming		\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Domestic Data		300 MB
Domestic Data Overage		\$15.00 per 300 MB
Unlimited Domestic Text, Picture, and Video Messages		Included

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.
Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans are available for accounts with Basic phones and only one (1) Smartphone device, excludes all other device types. Customers subscribing to Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans will be billed on separate billing accounts and invoices from non-Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Basic Phone and/or one (1) Smartphone Only Plan. Customers with multiple Smartphones must select from Share Everything plans that include 1 GB of data or higher. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Voice allowances from Share Everything for Small Business Basic Phone and/or one (1) Smartphone Only Talk, Text and Data plans will not share with any other voice and or data plans.

WSCA Local Flat Rate Calling Plan

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

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

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *3G Smartphones and 3G Multimedia Phones require a data package.

Nationwide Flat Rate Calling Plans

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

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

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *3G Smartphones and 3G Multimedia Phones require a data package.

Nationwide Non-Share Push to Talk Calling Plan

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

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

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. **3G Smartphones and 3G Multimedia Phones require a data package.

WSCA Share Push to Talk Calling Plan

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

Monthly Access Fee	\$18.99*	Per-Minute Rate After Allowance
Home Airtime Minutes	0	\$0.25
One to One & Group Talk	Unlimited	
Night & Weekend Minutes	Unlimited	
Nationwide Mobile to Mobile	Unlimited	
Long Distance and Roaming	Included	
Data Sent or Received	\$1.99/MB or per data package**	
100 Messages (Text, Picture and Video)	Included	Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *The \$18.99 Push to Talk Plan can only be 50% of an accounts total share lines. **3G Smartphones and 3G Data Multimedia Phones require a data package.

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

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

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

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. **The \$35.99 Add-a-Line plan can only be 50% of an accounts total share lines.

WSCA Smartphone Calling Plans for Government Subscribers

No Additional Discounts Apply

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

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

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

Share Everything for Small Business Data Only Plans: Government Subscribers

Monthly Line Access (Is NOT eligible for Monthly Access Charge discounts)

Jetpacks/Netbooks/Notebooks/USBs/ 4G LTE Routers	Tablets
\$20.00 per device	\$10.00 per device

Monthly Account Access Fee with a 23% WSCA Discount

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
\$30.00	10	4 GB	\$15.00 per GB
\$40.00 \$30.80		6 GB	
\$50.00 \$38.50		8 GB	
\$60.00 \$46.20		10 GB	
\$70.00 \$53.90		12 GB	
\$80.00 \$61.60		14 GB	
\$90.00 \$69.30		16 GB	
\$100.00 \$77.00		18 GB	
\$110.00 \$84.70		20 GB	
\$185.00 \$142.45		25	
\$260.00 \$200.20	40 GB		
\$335.00 \$257.95	50 GB		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		

Notes: Current coverage details can be found at www.verizonwireless.com. Access Charge discounts applied at the account level only. Share Everything Data-only plans are not available for accounts with Smartphones or basic phones. Open Development approved devices cannot be activated on Share Everything plans. Customers subscribing to Share Everything for Small Business Data Only Plans and non-Share Everything for Business Data Only Plans will be billed on separate billing accounts and invoices.

Sharing: Sharing is available only among Government Subscribers to this Share Everything for Small Business Plans Data Only Plans. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Text, Picture and Video messages are not eligible for sharing. Data allowances from Share Everything for Small Business Data Only plans will not share with any non-Share Everything for Business Data Only Plans.

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

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

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

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				

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

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

Calling plans with a monthly access fee of \$34.99 and higher are eligible to receive a monthly access charge discount.

Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB
Monthly Access Charge	\$20.00	\$25.00	\$50.00 \$38.50	\$80.00 \$61.60
Overage Rate Per Megabyte	\$0.015			
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)			

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

VZW Data Package Requirements

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

Data for Feature Phones and Smartphones

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

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). *The \$30.00/2GB data package is eligible for monthly access fee discounts when combined with select Business calling plans. **Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

Mobile Broadband Data Plans

	Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots	
Monthly Access Fee	\$30.00 [†]	\$39.99
Monthly Allowance	2GB	Unlimited
Per GB Rate After Allowance	\$10.00 per each additional GB of usage	
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate ^{††}	\$0.25 per minute	
Domestic Long Distance	Included	

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

WSCA Nationwide Global Email for Government Calling Plans
Unlimited National Mobile to Mobile and Night & Weekend Minutes
No Domestic Roaming or Long Distance Charges
Unlimited Data Allowance for Global Email & Domestic Messaging

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

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

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

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

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

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

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

Global Voice *

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

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

Global Messaging *

Global Text Messaging

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

Global Picture and Video Messaging

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

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

Pay Per Use Data Roaming*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. 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 may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

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

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

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can

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

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

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

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

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

Verizon Wireless Plan and Feature Details

songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

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

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

Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

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

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

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

M2M Data Plan Terms and Conditions

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

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

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

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

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

M2M Data Plan Share Options

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

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

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

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

Regulatory Surcharges and Fees

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

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

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

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

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – July 1, 2013 is 3.60% of the following items:

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

The FUSC on other separately billed interstate and international long distance charges is 15.10%.

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

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

Regulatory Charge

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

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

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