State of Oklahoma
Office of Management and Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This State of Oklahoma Statewide Contract #1012 - Wireless Services and Equipment ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Cellco Partnership d/b/a Verizon Wireless ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for one (1) year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of Wireless Voice and Data Services, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no BAFO, vendor documents, or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

    2.1. Solicitation, Attachment A ;
    2.2. General Terms, Attachment B;
    2.3. Oklahoma Statewide Contract Terms, Attachment C:
    2.4. State of Oklahoma Information Technology Terms, Attachment D;
    2.5. Information Security Requirements, Attachment D1;
    2.6. Additional Terms, Attachment E1;
    2.7. Master Terms, Attachment E2;
    2.8. Pricing, Attachment E3;
    2.9. Value Add Offerings, Attachment E4;
    2.10. Third Party Terms, Attachment E5;
    2.11. Negotiated Exceptions, Attachment F; and

2.12. Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F1.

3. The parties additionally agree:

3.1. Unless mutually agreed to in writing by the Chief Information Officer (CIO) utilizing Attachment F, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If the supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.

3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

3.3. In the event of any conflict in terms, or inconsistencies, between Attachment E1-E5 and the State's terms in Attachments A through D and F, the State's terms in Attachments A through D and F shall prevail and take precedence. The State does not agree to any additional duties, obligations, or liabilities, other than the negotiated exceptions outlined in Attachments A through D and F.

3.4. The terms and conditions negotiated and agreed upon in this Contract shall govern all orders placed under this Contract. While the Customer may be required to acknowledge (click-through) separate terms of service which cannot be customized to align with the negotiated terms of this Contract when purchasing specific services or products, such acknowledgement shall neither expand the obligations of the Customer nor limit the protections afforded to the Customer under this Contract. The Customer's approval of any terms of service is expressly limited and subject to the terms of this Contract. In the event of any conflict between the terms of service and the terms outlined in Attachments A through D and F, the terms of Attachments A through D and F shall prevail and take precedence.

3.5. Supplier, as a software value added reseller, is required to ensure that any software or information technology resold complies with applicable law and the Compliance and Electronic and Information Technology Accessibility clause in the Contract. This includes providing the State with a Voluntary Product Accessibility Template ("VPAT"). If the software or information technology is not compliant, Supplier holds an affirmative obligation to ensure

that the software or information technology becomes compliant or provide notice to the State that the software or information technology cannot be made complaint and why.

3.6. Third party products resold under this Contract shall also be governed by the negotiated electronic license, subscription, maintenance, support or similar agreement between the State and the third-party publisher or supplier. Supplier agrees that all such agreements will pass to any applicable Acquisition placed by the State or Customer hereunder. Any other third-party product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's acceptance of those additional terms.

Attachments referenced in this section are attached hereto and incorporated herein.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE:	**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS:**
Aleta Seaman	Todd Loccisano (Dec 18, 2024 10:53 EST)
Authorized Signature	Authorized Signature
Aleta Seaman	Todd Loccisano
Printed Name	Printed Name
Interim Chief Information Of	Vice President - WLS Contr
Title	Title
18/12/2024	18/12/2024
Date	Date

ATTACHMENT A

EVENT NO. 0000000217

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

Oklahoma Office of Management and Enterprise Services (OMES) Information Services Division (ISD) intends to contract for Wireless Voice and Data Services included within the four (4) categories below to provide Oklahoma agencies and affiliate customers an effective and efficient way to obtain a variety of wireless products and services.

1. Contract Term and Renewal Options.

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. SOW Requirements.

Refer to Exhibit 1 to Attachment A for complete requirement specifications.

EXHIBIT 1 TO
STATEWIDE CONTRACT WITH VERIZON
ATTACHMENT A -SOICITATION

Oklahoma Office of Management and Enterprise Services (OMES) Information Services Division (ISD) intends to contract for Wireless Voice and Data Services included within the four (4) categories below to provide Oklahoma agencies and affiliate customers an effective and efficient way to obtain a variety of wireless products and services.

The State of Oklahoma's objectives are to reduce current expenses with price protected offers while optimizing services to participating agencies and affiliates.

Historical Sales

FY20	FY21	FY22	Total
$32,103,071.44	$49,212,461.34	$46,686,899.04	$130,002,431.82

Bidders may respond to the requirements in one, two, or more of the following categories:

Category 1 – Wireless Voice and Data
Category 2 – Wireless Accessories and Equipment
Category 3 - Turnkey Wireless Solutions and IoT Solutions
Category 4 – Alternative Wireless Transport – Satellite Phones

Section A is a required section and must be satisfactorily completed before the Bidders response can move on to Section B for the individual category evaluation.

Section A (Required)

A. Bidder Information

I. Provide the number of years your company has sold the products/services requested in this solicitation to Oklahoma state agencies, local governments, independent school districts, and institutions of higher education.

II. Indicate whether or not Oklahoma state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services listed in this solicitation from your company within the last 12 months.

III. Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for the same products/services requested in this solicitation.

IV. Bidder shall describe their organizational structure and detailed processes for handling service, technical and billing problems/issues up to and including corporate management.
Specific detail should be provided with respect to handling billing problems and avoidance of inappropriate fee or surcharge billing.

V. Bidder must confirm this organizational structure and escalation procedure will be included, maintained, and updated in a timely fashion.

VI. Discuss if you own at least 50% of the infrastructure you utilize in Oklahoma.

VII. Proposal evaluation will place special emphasis on Bidder's acceptable level of customer support. Bidder must be able to demonstrate the ability to provide satisfactory customer support for the life of the contract.

B. Performance and Escalation

I. Bidder must provide a brief written narrative describing the company's performance levels and outlining the escalation process.

II. The authorized Bidder shall meet customer service expectations, including but not limited to dedicated representation and timely response, problem escalation, providing service level performance standards, etc.

C. Preferred Documentation

Any Bid should include, **as applicable**, hosting provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, Statements of Work (SOW's) Template, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

- A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support. The SLA should include an example performance report and a matrix for service credits that relate to the Suppliers performance under the SLA.
- Billing Information outlines what information is provided in billing and how it is delivered. List what information is provided in the bill and if it can be broken down by department within an agency.
- Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.
- Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.
- Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.
- Statement of Work Template provides an outline of the how the Supplier will provide and execute project-based requirements.

D. Recycling Program

I. For any equipment provided for in the Bidders response discuss what options exist for recycling, wiping or destruction of manufacturers products.

E. Leasing

I. In addition to purchases, and as a value-add option to this solicitation, OMES - ISD and any Supplier awarded a contract as a result of this RFP may agree to provisions that allow leasing of the products offered under the resulting contract.

II. OMES is seeking to provide a Lease option that provides for paying for the use of equipment, not the ownership. Payments are spread out over time and the equipment will be returned at lease end.
III. The Supplier should provide any leasing terms and include rates in the pricing proposal, as applicable.

Section B

Category 1 – Wireless Voice and Data

Bidder shall describe their solution which satisfies the following requirements:

I. Provide Wireless Voice and/or Data Services including but not limited to cellular data services to hand-held devices, as well as required communications interface
devices to State agencies and eligible entities throughout Oklahoma.

II. Optionally provide high-speed data services including Wi-Fi, Wi-Max, LTE, 5G, and other
emerging technologies.

III. Provide e-mail access services and support encrypted VPN access as required by each
entity's data services.

IV. Optionally provide Wireless Voice and Data bundled applications that may be useful to
State agencies and eligible entities.

V. Bidder shall describe the technology used to provide Wireless Voice and/or Data Services
and Equipment in the coverage area.

VI. Bidder shall specify the coverage area provided for Wireless Voice and/or Data Services and
Equipment in Oklahoma, including which areas are primary coverage and which areas are charged for ROAMING. The Bidder will provide a current, published list and corresponding coverage map and indicating corresponding Oklahoma zip codes where Bidder offers Wireless Voice Services operating and providing at least 95% reliability.

VII. Bidder shall detail Bidder's current expansion or upgrade plans for the proposed contract period (i.e., coverage, features, functionality, options, type of user equipment available, etc.).

VIII. Bidders must have systems with ability to access 9-1-1 without incurring a cost to complete
the call.

IX. Customers must have the option to obtain at least one set of each type of communications
device on a loan basis and at no cost, for the purpose of evaluating services and system coverage for a period up to thirty (30) business days outside of their subscription coverage.

X. Customers will be responsible for reporting lost or stolen wireless equipment. Bidder must
have the ability to deactivate wireless equipment immediately upon receiving notice equipment is lost or stolen.

XI. Bidder must describe standard and optional call features.

XII. Bidder must state time frames to activate new service to the end user.

XIII. Bidders must state all equipment and services provided are in compliance with all rules and regulations of the FCC, PUC or other governmental or regulatory body with jurisdiction.

XIV. Subsidized plans that include a device to connect to the wireless network as a part of the monthly plan cost.

a. **Wireless Data Access Service Requirements -**

I. Bidder shall describe the technology used to provide Wireless Data Services in the coverage area.

II. Bidder will address each of the following regarding their proposed Cellular Service Networks:

- **a. Current network coverage**
- **b. Roadmap of Enhancements**
- **c. Quality Performance**
- **d. Dropped Calls**
- **e. Voice Quality**
- **f. Broadband Performance**
- **g. Mobile E911 Technology**
- **h. Network Reliability**
- **i. Bidder shall specify the net end user usable data speed that will be delivered 95% of the time within 95% of the coverage area defined.**
- **j. Disaster Recovery**
- **k. Business Continuity**

b. **Access and VPN Support Requirements**

I. Bidder shall provide data channel support for customer provided encryption services to allow current customer VPN access mechanisms to function properly. Provide details of all types of VPN encryption modes currently operating successfully in the proposed Wireless Data Services.

c. **Service/Support**

I. Bidder shall describe all Service Level Agreements (SLA) for the proposed Service (i.e., hours of operational service and support, response times to resolve problems, etc.). Describe any applicable credits associated with SLA's that are not met.

II. Bidder shall identify its maintenance procedures for this service. Define the process for reporting service problems on a 7-day x 24-hour basis. Define whether maintenance is provided on a 7-day x 24-hour basis.

III. Bidder shall provide toll free 24 hour per day telephone installation support for communications access devices and software required to access cellular data services.

IV. If the Bidder is a reseller of this service, Bidder will detail current and proposed procedures for resolution of problems between the reseller and the facilities-based provider. The Bidder will be responsible for problem resolution.

V. Bidder will describe the web-based services accessible to each customer (agency or eligible entity) to examine billing, usage, performance, and current coverage areas for the Customer.

VI. Bidder shall describe the web-based services available to change rate plans, add options such as international calling, or control any apps that could be loaded onto the phone.

VII. Bidder should have options to pool usage against plan limits, so that if one person goes over but others on the account have unused minutes – there are no overage charges.

VIII. Bidder must provide documentation with each wireless telephone that relates to instruction on use of equipment and services. Bidders must have a 7-day x 24-hour customer assistance

center accessed via a free call. Bidder will explain if equipment or services are available for the hearing or visually impaired, up to and including Braille instructions and/or equipment.

IX. **Bidder must provide replacement documentation to customers as requested.**

X. **Bidder will explain what security and fraud detection capabilities exist with their services.**

XI. **Bidder should describe its credit policies for disconnects, misdialed numbers, etc.**

XII. **Scheduled maintenance that will result in an outage requires an alert notification from Bidder** to OMES of at least ten (10) business days. Also, whenever possible, any scheduled maintenance periods should be conducted during a maintenance window of midnight until 04:00 AM, preferably over weekends, beginning Friday night at 11:59 PM and extending to Monday morning at no later than 04:00 AM. All alerts will be sent to the OMES Help Desk.

d. **Value Add Products and Services**

I. **Bidders desiring to provide optional or additional services for this Solicitation must provide detailed descriptions of these offerings. Bidders will provide pricing elements for these optional or additional offerings, as applicable, in Exhibit 2 Pricing.**

II. **The State may award value-added products at its sole discretion.**

Category 2 – Wireless Accessories and Equipment

Bidder shall describe their solution which satisfies the following requirements:

I. **Bidders will identify and describe all equipment and features proposed in this category.**

II. **Bidders must describe their company's current expansion or upgrade plans for the** proposed period. (i.e., features, functionality, type of units, etc.)

III. **Bidders must describe the process and options available for upgrading equipment.**

IV. **Bidders must have the ability to deactivate device equipment immediately upon receiving** notice equipment is lost or stolen.

V. **Provide length of warranty information for equipment proposed in response to this category.**

VI. **Bidders must state that all equipment and services provided are in compliance with all rules** and regulations of the FCC, PUC or other governmental or regulatory body with legislative authority.

VII. **Wireless Carrier Signal Booster/Extender for Inside/Outside Buildings-**

OMES customers are in need of an agnostic (network neutral) wireless cellular signal boosters to enhance signals inside buildings.
System must provide signal enhancement for ALL wireless cellular signals.
System shall be compatible with current data signals including but not limited to, 2G, 3G, 4G, 5G and LTE data signals.

VIII. **Bidder shall provide details of enhanced range/performance devices that can be installed in** a variety of applications to extend Wireless Data Access range beyond normal notebook or hand-held devices.

IX. **Equipment Service Support Requirements**

a. **Bidders shall describe their approach to supporting this account, i.e., provide account** team/support structure, problem escalation/resolution process, etc.
b. **Bidders shall describe the Service Level Agreement for the proposed service.**
c. **Describe any applicable credits associated with SLA's that are not met.**
d. **Bidders shall identify its maintenance procedures for this service. Define the process for** reporting service problems on a 7-day X 24-hour basis. Define whether maintenance is provided on a 7-day X 24-hour basis.
e. **If Bidder is a reseller of this service, Bidder will detail current and proposed procedures for resolution between the reseller and the service provider. The Bidder will be responsible for problem solution.**
f. **Bidder will explain what security and fraud detection capabilities exist with their services.**

Shipment Notification

X. **The Bidder will notify the State's Representative (via email or fax) once a shipment has been delivered. This notification shall reference the Purchase Order number and the items received. The Supplier will also notify of any undelivered items at this time, along with the estimated time of delivery.**

Receipt of Shipment

XI. **The Bidder is responsible for delivering all ordered materials to OMES, at the location specified. Ordered materials which are not in stock (on hand) must be received within seven (7) business days from the date of order unless prior arrangements have been approved in writing by the State's Representative. Materials in stock must be available for pick up on the date of order. Materials in stock, which are to be delivered, must be delivered within two (2) business days from the date of order.**

Returned Items

XII. **Items ordered, may be returned in their original state (unused) within 60 days of receipt, with no restocking or other fees. The Supplier's Proposal must state if there will be a formal charge or restocking fee after 60 days of return of unused items. If the Supplier's Proposal does not identify a restocking fee for returned items, no such charge will be allowed or paid by the State. If the Bidder is able to provide additional time for returning unused items, they may state so in writing, with their proposal.**

Exchanged Items

XIII. **Exchanged items shall not be subject to restocking or other fees. Once an item has been returned for exchange, the State will be credited the full amount for the item(s) returned.**

Value-Add Equipment

XIV. **Bidders desiring to provide optional or additional equipment for this Solicitation must provide detailed descriptions of these offerings. Bidders will provide pricing elements for these optional or additional offerings, as applicable, in Exhibit 3 Pricing.**

XV. **The State may award value-add products at its sole discretion.**

Category 3 – Turnkey Solutions and IoT

Examples of Turnkey Government Solutions include but are not limited to:

- **Mobile Device Management**
- **Mobile Integration/Mobile Substitution Solutions**
- **Mobile Route Management**
- **Public Safety Systems – Traffic Management**
- **IoT Management**

- **Energy Conservation/Management**
- **Building and Facilities Automation**

I. Bidders shall fully describe each proposed solution separately including:

a. Deployment Plan Examples
b. Examples of Government Applications
c. Data Management and Analytics
d. Security Controls
e. Governance
f. Integration
g. Scalability
h. Connectivity

II. Value Add

a. Bidders desiring to provide optional or additional services and equipment for this Solicitation must provide detailed descriptions of these offerings. Bidders will provide pricing elements for these optional or additional offerings, as applicable, in Exhibit 4 Pricing.
b. The State may award value-add products at its sole discretion.

Category 4 – Alternate Wireless Transport – Satellite Phones

Bidder shall describe their solution which satisfies the following requirements:

I. Bidder(s) must provide a coverage map of the State of Oklahoma, United States and International areas. Respondent(s) must specify the coverage area provided for the device services purposed.
II. The Respondent(s) must provide a spreadsheet listing counties and zip code with coverage in the State of Oklahoma. Respondent(s) must also indicate which zip codes and county device services can be activated using local phone numbers for that zip code and county.
III. Respondent(s) will describe all features proposed.
IV. Respondent(s) will identify all device equipment purposed.

V. Address the following in regard to Bidders Alternate Wireless Transport solution:

a. Security capabilities of the network
b. Disaster Recovery plans to address network failures
c. E911 capabilities
d. Additional services

VI. Satellite Phones - all phones must have U.S. numbers and be dedicated voice phones.

Bidders must provide detailed information on the equipment, phone, accessories, option to adapt faxing capability, etc. offered by manufacturers name, model number etc.

a. Bidders must include satellite carrier service rate plans for emergency use, monthly and annual usage.
b. Where possible all appropriate satellite phone equipment accessories (case, car and wall chargers, spare batteries, and emergency installation kits) should be included as part of a Bidders proposal.
c. International calling or roaming service is not a requirement identified by OMES customers but should be included in the event any OMES Customers have need for this service in the future.

VII. Value Add

a. **Bidders desiring to provide optional or additional services and/or equipment for this Solicitation category must provide detailed descriptions of these offerings. Bidders will provide pricing elements for these optional or additional offerings, as applicable, in Exhibit 5 Pricing.**
b. **The State may award value-add products at its sole discretion.**

Section C

I. **Emerging Technologies**

OMES recognizes that communications technologies and Services are rapidly evolving and advancing. OMES also understands that Bidders may be testing new technologies or developing new services that are not yet available to the public at the time of response to this solicitation. Once these technologies are available, OMES desires to have the ability to amend the contracts awarded under this solicitation to include these new technologies or service offerings.

These offerings should include a description of the offering and the offer must be within the scope of Wireless voice and Data, Devices or Mobile Satellite voice services. Emerging Technologies and Services will only be added if the technology is within scope of the services awarded to the Bidder. OMES may award the Emerging Technologies service within one or more of the other Service Categories awarded to a Bidder, in OMES's sole and absolute discretion. Once the emerging technology or service offering becomes available, it will be OMES's sole and absolute discretion whether or not to amend the contract to include the emerging technology or service offering.

II. **Pricing and Billing Information Requirements**

Bidders proposing Wireless Voice and/or Data Services, Equipment and Alternative Solutions must provide pricing as specified in **Exhibit 2 - Voice and Data; Exhibit 3 - Wireless Accessories and Equipment; Exhibit 4 - Turnkey Solutions and IoT; and Exhibit 5 - Alternate Transport – Satellite Phones**. All pricing provided must be stated in terms of the percent discount from retail prices.

Customer should have the ability to cancel service within a 30-day evaluation period with no termination penalty.

Bidders must include their proposed service plans, costs for service (one-time and recurring), features included in proposed plans, and optional features that can be added on to the service plans. Bidder shall disclose any applicable telecommunications taxes, fees, and surcharges in Exhibit 2 Pricing. **Failure to disclose such taxes, fees and surcharges in Pricing Exhibit 2, waives these taxes, fees and /or surcharges under the Contract.**

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at Information Security Policy, Procedures, Guidelines (oklahoma.gov). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

<u>If sent to the State:</u>
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

<u>With a copy, which shall not constitute notice, to:</u>
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;

c. Purchase Order number or note that the transaction was paid by Purchase Card;

d. City in which products or services were received or specific office or subdivision title;

e. Product manufacturer or type of service;

f. Manufacturer item number, if applicable;

g. Product description;

h. General product category, if applicable;

i. Quantity;

j. Unit list price or MSRP, as applicable;

k. Unit price charged to the purchasing entity; and

l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms ("Information Technology Terms"), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services ("OMES-IS") is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

1.1 **COTS** means software that is commercial off the shelf.

1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.

1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.

1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.

1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

1.8 **Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

1.9 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.

1.10 **State CIO** means the State Chief Information Officer or authorized designee.

1.11 **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

1.12 **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

1.13 **Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to- practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

2.1 Customer removes the product for which the services are provided, from productive use or;

2.2 The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at Information Security Policy, Procedures, Guidelines (oklahoma.gov)

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other

applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third-party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;

9.2 An assignment by the Supplier for the benefit of its creditors;

9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

9.7 Supplier's ceasing of maintenance and support of the software; or

9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.

12.4 All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

12.5 These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

12.6 Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.

12.7 Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

12.8 To the extent that any Third-Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third-Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third-Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third-Party Intellectual Property that may be embodied or reflected in the Work Product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

13.1 If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.

3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. **Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

3. Supplier shall:

a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;

b. Make summary information regarding such procedures available to Customer at Customer's request;

c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.

4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix "A" to said Security Policy, "access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI."**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System ("OLETS") which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices "A" & "B";

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices "D", "E", "F" & "H"; and
5. the Supplemental Guidance in Appendices "J" & "K".

This FBI Security Policy is located and may be downloaded at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

Attachment D-1
Information Security Requirements

1. **General Information Security Requirements**
   a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
   b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
   c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
   d. Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf

2. **HIPAA Requirements**
   a. Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
   b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.
   c. Business Associate Terms Definitions:
      i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business

Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.

iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.

v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

d. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:

i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;

iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;

v. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);

vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;

vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the

form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

viii. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;

ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;

xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;

xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

xiii. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;

xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to

respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;

xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and

xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

e. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

iii. disclose PHI to report violations of law to appropriate federal and state authorities; or

iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].

f. Obligations of Covered Entity
   i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
   ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
   iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
   iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.
   v. Covered Entity shall provide the minimum necessary PHI to Business Associate.

g. Term and Termination:
   i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:
      (1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
      (2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
      (3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
      (4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
      (5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ii. All other applicable obligations of Business Associate under this Agreement shall survive termination.

iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).

h. Miscellaneous Provisions:

i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.

iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.

v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s)

to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

3. 42 C.F.R. Part 2 Related Provisions

a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:

i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;

ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;

iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

iv. Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;

vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;

viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

b. Data Security. The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.

c. Data Destruction. Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.

d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.

e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

4. Federal Tax Information Requirements IRS Publication 1075 (If Applicable)

a. PERFORMANCE: If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent

within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

i. All work will be performed under the supervision of the State of Oklahoma.
ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
vii. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. CRIMINAL/CIVIL SANCTIONS

i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION: The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

5. SSA Requirements (If applicable)

a. PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:

i. All work will be done under the supervision of the State of Oklahoma.

ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

xiii. If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

xiv. In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.

xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.

b. CRIMINAL/CIVIL SANCTIONS: The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.

i. Civil Remedies.

(1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of —

(a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of $1,000; and

(b) the costs of the action together with reasonable attorney fees as determined by the court.

(2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where

parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

(1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(1).

(2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(2).

(3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(3).

6. Child Support FPLS Requirements (If applicable)

a. Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.

ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

7. FERPA Requirements (If applicable)

a. If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

8. CJIS Requirements (If applicable)

a. INTRODUCTION

This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

b. CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix "A" to said Security Policy, "access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI."

c. DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System ("OLETS") which is operated by DPS.

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices "A" & "B";

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

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One Talk℠ and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or **"One Talk"**), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. (See https://www.verizonwireless.com/support/one-talk-features/ for a listing of features currently available with the Service.)
The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.
Customer Agreement. Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).
How the Service Works. For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.
Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Dialers. If available, the One Talk Dialers (Basic, Enhanced, and Native) add various business features to a compatible device's native dialer, which on a compatible smartphones (see https://www.verizonwireless.com/support/compatible-one-talk-devices/ for a current list of supported devices.) With One Talk in Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Customer can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.
One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 6.0 or higher or from the Apple® App Store for devices with iOS 10.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.
Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

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One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon Wireless. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi). Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

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

B. Charges

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

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection.

The following applies if you use the VZW network to connect to the Service:

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

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

One Talk Desktop App. Your download of the One Talk Desktop App will consume approximately 110 MB of data. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

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

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

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

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

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

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

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http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

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B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content. Use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

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

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

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

Software. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

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

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

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

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ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows public safety customers (**"Customer"**) to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which Customer agrees to use and VZW agrees to provide access to EMAG. By using EMAG, Customer accepts these Terms of Service ("**TOS**"), which may be modified by VZW from time to time.

1. Enterprise Messaging. VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Features allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Features supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Features – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.

2. Term and TOS Termination. The term of this TOS shall be one year from the date the Customer signs the TOS (**"Effective Date"**). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

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

4. License Rights and Restrictions. Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse

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engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

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

6. **Consent Requirements**. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

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

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

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

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10. Security and Unauthorized Code. Customer will comply with VZW's information security requirements available at http://www.verizon.com/suppliers (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or

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introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "**Unauthorized Code**" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

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

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

13. Customer Contact. Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.

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

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

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16. **Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF

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CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

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

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

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Verizon Push to Talk Plus (PTT+) Terms and Conditions

This Agreement is between you as our Customer and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT+. By using PTT+, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time. By continuing to use the Service after VZW has notified you of changes, you're agreeing to accept those changes.

1. **Customer Agreement.** For consumers, when you signed up to be a customer of VZW, your company entered into a Customer Agreement with us and PTT+ is subject to all of the terms in that Customer Agreement. For business customers, PTT+ is subject to your company's major account agreement with VZW.

2. **How the Service Works**. You can access PTT+ in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT+ service features are available through all access methods.

2.1 **Service Features.** You can select from several PTT+ service features, including, but not limited to, the following:

- **PTT+ with Dispatch.** Verizon PTT+ with Dispatch is an application that allows instant communication to individuals or groups at the push of a button. With a dispatch console, your corporation's designated users can see group members on a map.
- **PTT+ Group Command.** PTT+ Group Command brings enhanced features such as user check and discreet listening. With user check, you can check the location of a device and also check the battery strength, WiFi and cellular signal strength. With discreet listening, you can listen to a PTT+ conversation for training and other business purposes.

3. **Charges.** Your download of PTT+ will be billed according to the applicable data plan. Your use of PTT+ will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please visit http://www.verizonwireless.com/businessportals/support/faqs/DataServices/faq_push_to_talk.html.

4. **Privacy.** VZW may use information about your activity in PTT+, subject to our Privacy Policy, which can be found at http://www.verizon.com/about/privacy/.

5. **Licenses.** You have a limited, non-exclusive, non-transferable license to use PTT+ and the object code version of PTT+'s software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers. The software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available at www.verizon.com/opensource. Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

PTT+ with Dispatch and PTT+ Group Command requires use of Google Maps. Use of Google Maps within PTT+ is subject to the Google Maps Terms of Service located at http://maps.google.com/help/terms_maps.html, the Google Legal Notices located at http://www.maps.google.com/help/legalnotices_maps.html, and the Google Privacy Policy, located at http://www.google.com/privacy.html. The Google Terms of Service and Google Legal Notices may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the Google Maps Terms or Google's Privacy Policy, including all limitations and restrictions therein as may be updated by Google from time to time, you may not use PTT+. Your use of the Google Maps service within PTT+ will constitute your acceptance of the Google Maps Terms and Google's Privacy Policy

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6. **Consent to Share Location Information.** PTT+ with Dispatch and PTT+ Group Command requires sharing of your Location Information (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT+). With your consent, your Location Information will be shared with your employer, for business purposes only.

7. **Additional Terms for Discreet Listening.** The discreet listening feature within PTT+ Group Command permits your employer to discreetly listen into your conversation while you are using the mobile device. By using PTT+, you consent to your mobile device being monitored by your employer and you consent to any person authorized by your employer listening into your conversation for training and other legitimate business purposes. Employers shall restrict access to the discreet listening feature of PTT+ Group Command to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

8. **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of PTT+ or any included software.

9. **Termination**. VZW may terminate or discontinue PTT+ at any time without notice, including if you breach these Terms and Conditions.

10. **Disclaimer of Warranty; Limitation on Liability.** PTT+ AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

11. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT+ in violation of any such restrictions, laws or regulations. By downloading or using PTT+, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

12. **Safety.** Please do not endanger yourself and others by using PTT+ while driving or engaging in any other activity that requires your full attention.

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Verizon Wireless Network Performance Service Addendum

1. **Service Description**. Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.

2. **Service Features**. The Service includes basic and premium features. Premium can be added for an additional fee.

1. **Basic features**. Basic features include the following:
   1. **Ticket Tracking**. Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
   2. **Unplanned Events**. Near real-time network events displayed on a map, hover over to get more details.
   3. **Planned Maintenance**. Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
   4. **Data Usage**. Shows the enterprise level data usage for the time period of the 15th to the 14th of each month.
   5. **Device Models**. Bar chart for the top 10 devices used by the enterprise customer.
   6. **Static Coverage Map**. Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.

2. **Premium features**. Premium features include all of the basic features in addition to the following:
   1. **Experience**. Single device's overall performance, score trend and anomaly devices. Users can access decision tree to see components making up the score.
   2. **Site Proximity**. Shows the azimuth and approximate distance for the nearest servicing nodes
   3. **Near-Real Time LTE coverage**. Provides map of LTE network coverage, updated about every 15 minutes.
   4. **Device Location**. Shows the general location (within 1000 meters) of connected 3G and 4G devices
   5. **Connected Devices**. Number of devices connected to the network in the last one hour.
   6. **Weather Overlays**. Provides weather overlays, including radar from last 2 hours.
   7. **Custom map Analytics**. Check network and device analytics in a selected custom service area (Network Event Analytics and Impacted devices).
   8. **Service Notifications**. Virtualized self-portal for setting up custom alert on different features.
   9. **Service Diagnostics Tool**. Device level troubleshooting reports.

3. **Service Limitations**. The coverage maps depicted are not a guarantee of coverage and may contain areas with no service. These maps reflect a general depiction of predicted and approximate wireless coverage of the

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Verizon Wireless Network and the networks of other carriers. Even within a coverage area, there are many factors, including a customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers whose coverage depiction is based on their information and public sources, and we cannot ensure its accuracy. Although some alerts displayed on this service may generally impact your coverage area, your wireless service may not be affected. Some alerts reflect scheduled maintenance and have no impact on services. Your authorized contact will receive notifications regarding potential outage impacts.

4. **Customer Obligations.**

1. Customer should use the user's guide before contacting Verizon Wireless for support. The user's guide contains many helpful tools and can be accessed by clicking on the question mark icon in the upper right corner of the tool.
2. Customer must provide its users access to the Wireless Network Performance tool through My Business. Customer acknowledges and agrees that the provision of such access to individual users will allow such users to have access to the Device Location feature, if Customer selects the Premium option. Customer shall be solely responsible for any use by its users of that Device Location functionality, including, but not limited to, providing any training that may be required regarding the appropriate business use of such functionality and ensuring compliance with the terms of section 6 below.

5. **Fees**. Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle. Customer acknowledges that in the event of such an upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of active Devices that are on the same profile/Company ID and billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

6. **Privacy; Notice and Consent**. **"Mobile Device"** (means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers) that Customer provides to its End Users with Verizon Wireless MTNs. **"End User"** means any person (e.g., employee, contractor) to whom Customer has provided a Mobile Device and whose Location Information can be viewed by Customer using the Wireless Network Performance Service. **"Location Information"** means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of

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accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's Verizon Wireless account.

1. **Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information**. Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be

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accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.

2. **Revocation of Consent**. As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn.

3. **Use and Storage of Location Information**. Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.

4. **Privacy and Safeguard Considerations**. Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.

5. **Record Retention**. Customer must maintain records of any notice, consent and revocation for as long as the Wireless Network Performance Services are in use, plus an additional five (5) years. VZW can request this information at any time and it shall be provided to VZW within seven (7) business days of request.

7. **Customer Representations and Warranties**. Customer understands and agrees that Customer and any Customer agents and representatives may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of the Service. In addition and supplemental to Customer's compliance with laws and obligations under the Agreement, the Service must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location-Based Services.

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Intrepid Services Agreement

Terms and Conditions

1. **DEFINITIONS**

In this Agreement, capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Agreement:

"**Customer Data**" means the customer-specific data, including personal data, available to the Customer through the Service. Customer data is further defined as Generic and Unique.

"Generic Customer Data" means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.

"Unique Customer Data" means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.

"Confidential Information" means all information disclosed by one party to the other party that is identified in writing as "confidential" or "proprietary" (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).

"Devices" means all hardware devices of Customer utilizing the Service, whether provided by Intrepid or from any other third party.

"Initial Term" means the period commencing on the Effective Date and ending on the last day of the Service Period.

"Service" means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Intrepid to Customer.

"Service Period" means the period beginning on the Effective Date and continuing for the period set forth on the Order Form.

"User" means any of the Customer's employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Intrepid at Customer's request).

2. **SERVICES**

2.1 Subject to the terms and conditions of this Agreement and payment of all applicable fees and charges, Intrepid grants Customer a non-exclusive, non- transferable, revocable, limited right and license during the Term to use the Service for Customer's internal, in-house business use only within the United States of America. Intrepid reserves all rights in the Service not expressly granted herein.

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2.2 Intrepid reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.

2.3 A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Intrepid.

2.4 Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Intrepid immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Intrepid immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the terms of this Agreement.

2.5 At all times during the Term of this Agreement, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local, or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions, or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.

2.6 Customer warrants that it is legally entitled to allow Intrepid to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Intrepid products or resolve product defects.

2.7 Customer acknowledges and agrees that Intrepid shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

3. **LIMITATIONS AND RESTRICTIONS**

3.1 Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service; (b) modify, adapt or make derivative works based on the software or intellectual property used in the Service; (c) retransmit or link the Service (including "framing" or "mirroring" any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users' compliance with the terms of this Agreement; or (d) store or transmit any Content (as defined herein) that could give rise to civil or criminal liability.

3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such software and intellectual property solely for Customer's own internal processing operations under this Agreement, and that Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based on, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Intrepid any actual or suspected violation of this Section 3.2 and shall take all further steps reasonably requested by Intrepid to prevent or remedy any such violation.

3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees

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that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.

3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content ("Content") sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid

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claims no ownership of any Content that is transmitted, stored, or processed in Customer's account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.

3.5 The Service provides functions that allow Customer and Users to control who may access Content. If Users enable the features that allow sharing Content with others, anyone with whom Content is shared (including the general public, in certain circumstances) may have access to Content. Customer hereby grants Intrepid and its agents the right to reproduce, distribute, display, and disclose Content with others authorized by Customer or its Users to view such Content as part of Intrepid's provision of the Service to such authorized users.

3.6 Customer represents and warrants that: (a) Customer has all the rights in the Content necessary to use the Service and to grant the rights in this Agreement, and (b) the storage, use, or transmission of the Content doesn't violate any law, this Agreement, or the rights of any third parties. Customer will: (i) be solely responsible for the nature, quality, and accuracy of the Content; (ii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Content, including any notices sent by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection, and backup copies of the Content, which may include, Customer's use of additional encryption technology to protect the Content from unauthorized access. Although Intrepid is not responsible for any Content in violation of this provision, Intrepid may delete any Content in violation of any provision in this Agreement of which it becomes aware, at any time without notice. Customer must immediately notify Intrepid in writing of any unauthorized use of (a) any Content (b) any User account, or (c) the Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer or its Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Intrepid with such cooperation and assistance related to any such unauthorized use as Intrepid may reasonably request.

3.7 If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any User or person, Customer must notify Intrepid immediately. Intrepid may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User profiles. Because situations and interpretations vary, Intrepid also reserves the right not to take any action. Under no circumstances will Intrepid be liable in any way for any data or other Content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

4. **PROPERTY RIGHTS**

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or with permission or at the request of Customer or its Users for purposes such as assisting in customer operations, performing customer-specific analysis, or improving Intrepid's products. Customer explicitly grants Intrepid the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Intrepid is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Intrepid during the Term of this Agreement, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. This Agreement does not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under this Agreement), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Intrepid.

5. **WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS**

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5.1 Intrepid warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Intrepid shall, at its option, repair or replace the nonconforming elements of the Service. Intrepid shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. If at any time Customer becomes unsatisfied with the Service, Customer's sole remedy is to cease using the Service.

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EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND INTREPID, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTREPID AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES INTREPID (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

5.2 INTREPID, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS PERFORMANCE, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER TO INTREPID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR $25,000.

5.3 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

5.4 Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in this Agreement are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that Intrepid has set the pricing for the Service and other fees and charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

5.5 Intrepid shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by this Agreement violates any proprietary rights of such third party. This Section 5.5 states Intrepid's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.

5.6 Customer shall indemnify Intrepid, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Intrepid relating to or arising out of a claim alleging that Intrepid's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).

5.7 In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Intrepid, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.

5.8 In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses

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whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim, (b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing

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reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

6. **CONFIDENTIALITY AND DATA PROTECTION**

By virtue of this Agreement, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 7 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the recipient's possession or known by it, without restriction, prior to receipt from the disclosing party, or (iii) was rightfully disclosed to the receiving party by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations under this Agreement. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.

7. **TERM AND TERMINATION**

7.1 This Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below.

Either party may terminate this Agreement upon notice to the other party if the other party materially breaches this Agreement and such breach is not remedied within 30 days of such notice, except for breaches relating to non-payment for which such cure period shall be 5 business days.

Either party may terminate this Agreement immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction.

Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession. Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

7.2 Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement in accordance with their terms.

8. **EXPORT**

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation,

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customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re- export. Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

9. **MISCELLANEOUS**

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9.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Intrepid is not responsible for any delays, delivery failures, or any loss or damage resulting from the same. Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Intrepid hereunder.

9.2 Intrepid may reference Customer's status as a user of the Service on Intrepid's website, in marketing materials and in sale presentations.

9.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.4 Customer may not assign or transfer any of its rights or obligations under this Agreement in whole or in part without Intrepid's prior written consent. Intrepid may freely assign, transfer, and sub-contract this Agreement and any or all of its obligations herein.

9.5 This Agreement shall not be amended or modified except in a writing executed by the duly authorized representatives of Intrepid and Customer.

9.6 If any provision of this Agreement is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of this Agreement will remain in full force and effect.

9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery;

(b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

9.8 This Agreement forms the entire understanding of the parties in respect of the matters dealt with in it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

9.9 This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to this Agreement shall be brought in the courts of Orange County, Florida or in the U.S. District Court for the Middle District of Florida, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.

9.10 The parties acknowledge that they are familiar with transactions of this nature and agree that the fact one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of, or against, such party.

9.11 The parties hereto are independent contractors and this Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party to any third party.

9.12 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be an original.

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

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Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

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

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

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

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EXHIBIT F GOVERNMENT

RIDER TO SUPPLIER

END USER LICENSE AGREEMENT AND TERMS OF SERVICE

1. This Government Rider ("Rider") and attached commercial supplier agreement (e.g. terms of sale or lease, Terms of Service, End User License Agreement, or another similar legal instrument or agreement) as defined in 48 C.F.R. 502.101 ("CSA"), regardless of the media or delivery mechanism used to deliver the CSA, establish the terms and conditions enabling Verizon to provide software and/or services to Government agencies ("Government"). Section 22 applies to licensees under a state or local agency Master Contract, if applicable.

2. Applicability. The CSA is a part of a contract between the Supplier and the Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

3. End user. The CSA shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

4. Law and disputes. The CSA is governed by Federal law and any language in the CSA on the following subjects that is different from that prescribed by applicable Federal law is hereby deleted:

   a. Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws.

   b. Any language requiring dispute resolution in a specific forum or venue.

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c. Any language prescribing a different time period for bringing an action in relation to a dispute.

5. Continued performance. Subject to FAR 52.212-4(f) Excusable delays, Supplier shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed herein. If Supplier believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in the prime contract Disputes clause.

6. Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to the CSA, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.

7. Updating terms. After award, the contractor may unilaterally revise CSA terms if they are not material. A material change is defined as: (1) terms that change the Government's rights or obligations; (2) terms that increase Government prices; (3) terms that decrease overall level of service; or (4) terms that limit any other Government right addressed elsewhere in the prime contract. For revisions that will materially change the terms of the contract, the revised CSA must be incorporated into the contract using a bilateral modification. Any CSA terms revised unilaterally subsequent to award that are inconsistent with any material term or provision shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

8. No automatic renewals. If any license or service tied to periodic payment is provided in the CSA (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

9. Indemnification. Any clause of the CSA requiring the Supplier to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516.

10. Audits. Any clause of the CSA permitting the commercial supplier or licensor to audit a Government end user's compliance with this agreement is hereby amended as follows: (A) discrepancies found in an audit may result in a charge to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order; (B) this charge, if disputed by the ordering activity, will be resolved in accordance with the prime contract's Disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process; (C) any audit requested by the contractor will be performed at the Supplier's expense, without reimbursement by the Government or Verizon.

11. Taxes or surcharges. Any taxes or surcharges which Supplier seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

12. Non-assignment. The CSA may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of GSAR 552.212-4.

13. Confidential information. If the CSA includes a confidentiality clause, such clause is hereby amended to

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state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act (FOIA). Notwithstanding anything herein to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

14. Unilateral Termination. Subject to FAR 52.212-4(f) Excusable delays (JUN 2010), unilateral termination by Supplier does not apply to a Government order. All clauses in the CSA referencing such rights are deleted.

15. Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the CSA are deleted.

16. Customer Indemnities. All CSA clauses requiring Customer Indemnities (as applicable to the Government) are deleted.

17. Future Fees or Penalties. All CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. §1341, 41 U.S.C. § 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. § 3901, 5 U.S.C. § 504 are deleted.

18. Third Party Terms. Should the Government require any modification to the CSA outside of this Rider, the supplier and/or third party manufacturer will be brought into the negotiation.

19. Limitation of Liability: Verizon, Supplier and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Verizon, Supplier and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

20. Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any Government entity is prohibited.

21. Public Access to Information. Supplier agrees that this Rider and the CSA contain no confidential or proprietary information and acknowledges they will be available to the public.

22. Harmonization with State & Local Contracts. To the extent the CSA is part of a Master Contract with any state or local government entity ("Master Contract"), the foregoing provisions are modified as follows:

a. Acceptance. Date of acceptance shall be governed by the Master Contract, and if silent as to such matters, the date of acceptances shall be the date of first use by an authorized end-user.

b. Choice of Law. Section 4 hereof shall be governed by the choice of law provisions of the Master Contract.

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c. Contracting Officer. References to the term "Contracting Officer" shall mean the procurement officer or other person designated as the state entity's administrative or contracting authority under the Master Contract.

d. Laws and Regulations. All references to Federal laws and regulations in this Rider shall be interpreted as incorporating their state and local equivalents in lieu of such Federal references.

23. If any language, provision, or clause of the CSA conflicts or is inconsistent with this Rider, the language, provisions or clause of this Rider shall prevail to the extent of such inconsistency.

24.

25. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

https://enterprise.efax.com/company/terms-and-conditions

EULA for Asavie Moda on Verizon - Government

This End User License Agreement ("**Agreement**") is a legal agreement between Government Customer ("You"/"Your" or "you"/"your") and Asavie Technologies, Inc. ("**Asavie**") which governs your access to and use of the Moda service. Your use of the Moda service and any official apps relating to the Moda service is subject to the terms of this Agreement as set out below [which include our Privacy Statement here and Cookie Statement here]. Your right to use the Moda service is expressly conditioned on acceptance of this Agreement.

1. Information about us

Asavie is a corporation organized under the laws of Delaware and having its address at 3455 Peachtree Road, Atlanta, Georgia, 30326, United States. If you have any questions about this Agreement, the Privacy Statement, the Cookie Statement and any other terms or conditions in relation to the Moda service, please contact us at vzwsupport@asavie.com.

2. Subject to the terms of this Agreement, Asavie hereby grants you a limited, personal, revocable, non- exclusive, non-transferable, non-sublicensable license to access, install and use the Moda service (including any software components that may be downloaded onto your devices or computers, or onto those of your end users, defined below) solely for your internal business purposes as permitted in these terms. Subject to the limited rights expressly granted above, Asavie reserves all right, title and interest in and to the Moda service, its underlying technology, and all intellectual property and proprietary rights therein. You acknowledge that no rights are granted to you other than as expressly set forth in this Agreement. You agree to abide by all applicable national and international laws in connection with the use of the Moda service, including those related to data protection, privacy, international communications and the transmission of technical or personal data. You further acknowledge that these terms do not apply to any third-party service providers and your use of those services may require you to agree to additional terms with Asavie and/or the third party service provider. In particular, you

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acknowledge and agree that the use of a Wi-Fi network will be subject to the terms and conditions of the provider of that Wi-Fi network. Asavie shall not be liable for any failure to use the Moda service and/or loss suffered by you as a result of the use of a Wi-Fi network. You acknowledge that if you use the [DNS Services], such services will be part of the Moda services for the purposes of this Agreement and the terms and conditions of this Agreement shall govern your and your end users' use of the [DNS Services].

3. Responsibilities

You acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the Moda services, and notify Asavie if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the Moda service. Asavie is not responsible for your actions on the network and/or Wi-Fi.

The Moda service may include the ability to send SMS notifications to your end- users. You are solely responsible for notifying your end-users that you may send them SMS notifications and that standard rates for receiving such notifications may apply. You shall only use the SMS notification functionality in the Moda services for notices reasonably related to the Moda service. You undertake that you shall only send SMS notifications where permitted to do so by applicable law.

The Moda service may also include mobile device management ("MDM") services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law. In relation to the use of the Moda service, you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not licence, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Moda service, whether in whole or in part, or any content displayed on the Moda service.
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Moda service.
4. You shall not access or view the Moda service in order to build a similar or competitive website, product, or service to the Moda service.
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Asavie customers.
6. You shall not install and/or use the Moda service on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the Moda service.
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Asavie (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party).

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10. You shall not use the Moda service in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect.
11. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.
12. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Moda service in any form or by any means, except as otherwise permitted in this Agreement.
13. Your use of the Moda service must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
14. You shall not use the Moda service to upload, post, share or otherwise make available on the Moda service any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.
15. You shall display and retain all copyright and other proprietary notice on the Moda service (or on any content displayed on the Moda service) and such must be retained on all copies thereof.
16. You shall not use the Moda service to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.
17. You shall not attempt to gain unauthorized access to the Moda service, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the Moda service and the server. You shall not attack the Moda service via a denial of service attack. You will not misuse the Moda service by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offence and Asavie may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the Moda service will cease immediately.
18. You shall not use the Moda service to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
19. You shall provide Asavie with accurate and complete information and acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
20. You shall not access the Moda service through the use of any mechanism other than through the use of an authorized connection.
21. You shall use reasonable endeavours to prevent any unauthorized access to, or use of, the Moda service and, in the event of any such unauthorized access or use, immediately without delay notify Asavie in writing by email to vdzsupport@asavie.com, and shall immediately without delay telephone Asavie to ensure the email communication has been received.

4. Enforcement Rights

Asavie is not obligated to monitor the access or use of the Moda service, but Asavie reserves the right to do so for the purpose of operating the Moda service, to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Asavie may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Asavie may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. Asavie reserves the right to investigate any violation of these terms and any conduct that negatively affects the Moda service .

5. Data Protection

For the purposes of this clause, "personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of Asavie.

As part of the Moda service, Asavie and its affiliates may collect and process data including, without limitation, the following (which may include personal data): device number (MSISDN), time and date of use of device when using mobile data or Wi-Fi, amount of data sent and received, location of access, websites accessed and the type of website accessed, website access attempts blocked and the type of website access attempt blocked due to policy

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enforcement actions. For managed devices (i.e., devices where Moda is used as the mobile device manager), then Moda may collect the names of applications installed on the device. The application name data will only be collected if you enable the App Control feature in the Moda management portal. You understand that such data will be transmitted and you consent to its usage as described herein.

Asavie (and its affiliates) will only act on the instructions of your named primary administrator regarding the processing of personal data which you have provided to Asavie for the purposes of receiving and operating the Moda service.

Asavie will comply with your instructions as to how you want Asavie to use such personal data, subject always to applicable laws.

Asavie will ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. Although Asavie has undertaken these measures, Asavie cannot guarantee that your personal data is secure when it is sent or transferred by unsecured means.

You acknowledge and agree that Asavie and its affiliates (being any related entity, subsidiary or holding company of Asavie) is required to make use of data (which may include personal data) sent from end-users' devices and computers in order to perform the Moda service. You further acknowledge and agree that Asavie and its affiliates may also make use of this data to generate anonymous statistical data for product development and marketing purposes.

You acknowledge and agree that Asavie may sometimes disclose the above data to agents (being any person or entity authorized by Asavie to act on its behalf), resellers and/or services providers appointed by Asavie who provide services to Asavie in respect of the Moda service. In addition, Asavie may disclose such data, including personal data, in response to a court or administrative order, subpoena, discovery request or other lawful process, or otherwise, in Asavie's sole discretion, to protect the Moda service or you or any end user.

In no event shall Asavie, its affiliates, employees, agents and/or distributors be liable for any costs, expenses or liabilities arising out of any breach of this clause 5.

6. Service Updates

We reserve the right to update, change, discontinue (temporarily or permanently) any feature or component of the Moda service. By continuing to use the Moda service you accept the updates and changes to the Moda service including any changes to or removal of features or components, provided that such update, change or discontinuity does not materially change or decrease the overall functionality of the Moda service . You agree that your obligations (including without limitation your payment obligations) are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Asavie is not liable to you or any third party for any update, change, suspension, discontinuance of any feature or component of the Moda service. Asavie reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed without your notice.

7. Limitation of Liability

To the fullest extent permitted by law, nothing in this Agreement shall exclude or limit Asavie's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Asavie or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the Moda service even if Asavie or its suppliers have been advised of the possibility of such damages, or such loss or damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Asavie resulting from your improper or illegal use of the Moda service.

In no event shall Asavie, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the Moda service be liable for any loss or damages resulting from the conduct of, or products and/or services offered by, any third party on or in relation to the Moda service or from the content posted, shared and/or uploaded by any third party to the Moda service.

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In no event shall Asavie's or its affiliates, suppliers' or licensors liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amounts actually paid by you to Asavie in connection with the Moda service.

8. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ASAVIE AND ITS AFFILIATES, SUPPLIERS AND LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE MODA SERVICE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE MODA SERVICE. THE MODA SERVICE IS PROVIDED "AS IS." ASAVIE ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the foregoing, Asavie does not warrant that the Moda service is free from errors or that you will be able to access and use the Moda service without problems or interruptions. Asavie make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Moda service or any information or content on the Moda service. Some states do not allow the disclaimers, limitations of liability or indemnification provisions in this agreement, so they may not apply to you. Without limiting the generality of the preceding sentence, the disclaimers, limitations of liability and indemnification provisions of this agreement do not apply to New Jersey residents.

10. Cookies

The Moda portal makes use of cookies to support analysis and understanding of how people interact with the portal and provide tailored digital support. We perform this analysis to help us improve the user interface and user experience of the Moda portal and provide proper contextual help to portal users.

Asavie uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

The data collection and reporting behind this analysis is currently provided by Google Analytics and Intercom. Please note that if you disable your Web browser's ability to accept cookies, the Intercom Messenger and contextual help tools will not be able to launch properly. The portal and the service will remain functional.

Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our cookies statement here.

11. General

This Agreement will be governed by Federal law or the law of the state of the Government customer, as applicable, without regard to its conflicts of laws rules. This Agreement (and any associated order form or other agreements referenced herein) constitutes the entire agreement between you and Asavie with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third party beneficiary rights. Asavie's failure to enforce a term of this Agreement is not a waiver of its right to do so later. If a term is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under this Agreement, and any such attempt will be void. Asavie may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Moda service. Upon termination for any reason: all rights granted to you under this Agreement shall cease; you must cease all activities authorized by this Agreement and you must immediately delete, remove and cease access to the Moda service from all devices on which the Moda service has been installed and all copies of the Moda service then in your possession, custody or control. Asavie may also require that you provide it with evidence of compliance with this provision.

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Zero Trust Dynamic Access (iboss, Inc.) End User License Agreement

The Verizon Secure Cloud Gateway constitutes a resale of the iboss Distributed Gateway Platform (together with any related Implementation Services, "**Services**") provided by iboss, Inc. ("**iboss**") and is subject to the terms and conditions in this EULA. To the extent that these terms are inconsistent with the applicable State terms, these terms will govern each Purchasing Entity's use of the Services.

1. **Access Rights**. Subject to the terms and conditions of this End User License Agreement ("Agreement"), iboss, Inc. ("Supplier") hereby grants to Customer ("End User"), during the term of the applicable order for the Supplier services (the "Services") between Verizon and End User (the "Order"), a non-exclusive right to access and use the Services set forth in the Order solely for End User's internal business purposes and in accordance with the applicable User Documentation and Supplier's Acceptable Use Policy located at www.iboss.com/acceptable-use-policy (as may be amended from time to time).

2. **Restrictions**. End User is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. The rights granted to End User in this Agreement are subject to the following restrictions: (a) End User shall not license, sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Services or Supplier products ("Products"), or make the Services or Products available to any third party; (b) End User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services or Products, except and only to the extent that such activity is expressly permitted by applicable law; (c) End User shall not access the Services or Products in order to build a similar or competitive product or service or extend term of the license granted hereunder; (d) except as expressly stated herein, no part of the Services or Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; (e) End User shall not interfere with, disrupt, alter, translate, or modify the Services or Products, or create an undue burden on the Services or networks or services connected to the Supplier Services; (f) End User shall not sublicense any of its rights under this Agreement or use or allow the use of the Services or Products for rental or in the operation of a service bureau or time-sharing arrangement; (g) End User shall not, and shall not allow or assist third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Services or Products without Supplier's prior written approval, such approval to be withheld, delayed or conditioned in Supplier's sole discretion; and (h) End User shall preserve all copyright and other proprietary rights notices in the Services and Products and all copies thereof.

3. **End User Obligations**. End User agrees to take all reasonable steps to safeguard the Services and Products and the login credentials related thereto to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution in any form is made. End User hereby acknowledges and agrees that the Services and Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying of same would be harmful to Supplier. End User shall hold in confidence, and shall not disclose (or permit or suffer its users to disclose) non-public information regarding features, functionality and performance of the Services or Products to any third party ("Confidential Information"). End User may use Confidential Information only for the purpose for which it was disclosed and, except as expressly permitted herein, shall not use or exploit such Confidential Information for its own benefit or the benefit of a third party. The foregoing confidentiality and non-use obligations shall be in addition to, and not in lieu of, any other confidentiality and non-use obligations set forth in this Agreement. End User hereby represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Services and Products and any other End User's activities in connection with this Agreement.

4. **Hardware**. Supplier will ship to End User any hardware set forth in the Order. Parts for hardware may be new or refurbished. Spare parts may also be new or refurbished. All hardware is leased and not purchased. Upon expiration or termination of this Agreement, End User must return hardware to Supplier within seventy-two (72) hours. Hardware returned after thirty (30) days of the expiration or termination date will not be accepted. End User shall be liable to, and agrees to pay Supplier for the cost of replacing or fixing hardware lost or returned damaged, as determined in Supplier's sole discretion, or attempted to be returned after thirty (30) days.

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5. **Updates**. Supplier may revise, update, upgrade or discontinue any Services or Products at any time, without prior notice to End User. If during the Term, Supplier ceases to make available any Services or Products due to a discontinuance by Supplier of such Services or Products, Supplier will provide a pro rata refund to End User for any prepaid fees paid by End User for the applicable Services or Products based on the amount of time remaining in the applicable term. During the Term, Supplier may, in its sole discretion, provide End User with updates or upgrades. Supplier is not obligated to provide any updates or upgrades to the Services or Products. Any future release, update, or other addition to functionality of the Services or Products shall be subject to the terms of this Agreement, unless Supplier expressly states otherwise.

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6. **Implementation Services**. Supplier provides certain implementation services (the "Implementation Services") to enable and optimize the End User's use of the Products and Services. Supplier agrees to employ commercially reasonable efforts to complete the deployment of the Products and Services within a specified period of time, however End User understands and agrees that such deployment might not be completed at the end of the Implementation Services engagement, and that additional Implementation Services, including purchased Implementation Services, may be required to complete the deployment. For any Implementation Services that Supplier provides to the End User, Supplier warrants that the Implementation Services will be performed in a professional and workmanlike manner and that Supplier has the required skills and experience to perform the Implementation Services. If End User believes that the foregoing warranty has been breached, End User must notify Verizon of the breach no later than thirty (30) days following the date the Implementation Services were provided, and provided that a breach has, in fact, occurred, Supplier will promptly correct or re-perform the Implementation Services on behalf of Verizon at its own expense.

7. **Ownership**. End User acknowledges and agrees that all right, title and interest in and to the Supplier Services and Products (excluding any End User Data (defined below)), including all modifications thereto and configurations thereof, and all of Supplier's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to End User by Supplier in providing the Services and Products and all derivatives thereof, are and shall remain Supplier's or its licensors'. Supplier's name, all Supplier logos, and the product names associated with the Services and Products are trademarks of Supplier or third parties, and no right or license is granted to End User to use them except as expressly set forth herein.

8. **End User Data**. End User retains all right, title and interest in and to the End User Data. End User hereby grants Supplier a non-exclusive, royalty-free, non-sublicensable (except as expressly permitted hereunder) and non-assignable (except as assigned as part of this Agreement) right and license to copy, modify, distribute, display and otherwise use the End User Data, (a) as necessary to make available the Services and as required by applicable law and/or (b) on an anonymized basis for its internal business purposes, including to improve and maintain Supplier's products and services. For purposes of this Agreement, the term "End User Data" means data or information of or related to End Users, including but not limited to data or information supplied by Verizon or an End User to Supplier in any report, Order or other communication related to the sale, establishment, billing, maintenance and/or use of the Products or Services, call detail information, Customer Proprietary Network Information or "CPNI" as defined in Section 222 of the Communications Act of 1996, as amended, Personal Information or "PII," and private information of End Users and/or prospective End Users, and the respective employees, customers, or authorized users of such End Users and their affiliates.

9. **Export**. End User shall not export, re-export or import the Services or Products or any portion thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control or any other United States or foreign agency or authority.

10. **Disclaimers**. The Services and Products are provided to End User on an "as-is" basis. Additionally, Supplier and its licensors disclaim all express, implied or statutory warranties relating to the Services and Products, including but not limited to, merchantability, fitness for a particular purpose, title, and non- infringement. Supplier does not represent or warrant that the Services or Products or any networks, software, or systems used with such Services or Products will be free from vulnerability, intrusion, attack, or other damage.

11. **Limitation of Liability**. To the maximum extent permitted by law, neither Supplier nor its licensors shall be responsible or liable to End User for any indirect, incidental, special, punitive, exemplary, or consequential damages including, but not limited to loss of revenues and loss of profits even if advised of the possibility of such damage. To the maximum extent permitted by law, Supplier's aggregate cumulative liability for any cause whatsoever hereunder shall not exceed the greater of fifty dollars ($50.00) or the amount paid by End User for the Services and Products during the 12 months immediately prior to the date on which the incident occurred. The limitations set forth in this section will apply whether an action is in contract or tort and regardless of the theory of liability.

12. **Indemnification**. End User shall indemnify, defend, and hold Supplier and its directors, officers, agents and employees harmless from and against any and all claims, damages, liabilities, judgments, costs, expenses (including legal costs and reasonable attorney fees) resulting from a claim, suit, action, or proceeding brought by any third party that arises out of or results from a claim (a) alleging that the End User Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a

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third party, (b) arising out of End User's use of the Services or Products in breach of this Agreement, or (c) violation of any applicable law or regulations.

13. **Suspension**. In addition to exercising any other rights available to it under this Agreement or otherwise under law, Supplier may suspend End User's access to the Services if End User breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof.

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Absolute (NetMotion) Terms of Use & Legal Notices

Note: Please read these Legal & Copyright terms carefully.
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Materials Available on This Site
Software
NetMotion Software and/or its suppliers own the copyright to any software available for you to download from this Site ("Software"). Your use of the Software is governed by the terms of the End User License Agreement which accompanies or is included with the Software ("EULA"). You may install any Software that is accompanied by or includes a EULA only if you first accept the terms of the EULA. Any patches downloaded from this Site are subject to the terms of the EULA which accompanied the software to which the Patch applies. You may not copy the Software onto any publicly distributed bulletin board or network or broadcast the Software in any media.
The Software may contain or be distributed along with software code or products from third parties ("Third Party Software"). Any Third Party Software that is associated with a separate license agreement ("Third Party License") is provided under the terms of that Third Party License. In any event, the terms of any Third Party License shall apply to the software code or product of the named third party and do not extend to any other portion of the NetMotion software.

End User License Agreements
Mobility
- NetMotion Mobility® End User License Agreement: Version 12.x
- NetMotion Mobility® End User License Agreement: Version 11.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 11.x
- NetMotion Mobility® End User License Agreement: Version 10.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 10.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 9.50
- NetMotion Mobility® Third-Party Software License Agreements: Version 9.2x

Diagnostics
- NetMotion Diagnostics® End User License Agreement: Version 4.0
- NetMotion Diagnostics® Third-Party Software License Agreements: Version 4.0
- NetMotion Diagnostics® End User License Agreement: Version 3.20 to 3.3x
- NetMotion Diagnostics® Third-Party Software License Agreements: Version 3.20 to 3.3x
- NetMotion Locality™ End User License Agreement: Version 2.x to 3.10
- NetMotion Locality™ Third-Party Software License Agreements: Version 2.x to 3.10

Mobile IQ
- NetMotion Mobile IQ® End User License Agreement: Version 3.0
- NetMotion Mobile IQ® Third-Party Software License Agreements: Version 3.0
- NetMotion Mobile IQ® End User License Agreement: Version 2.0
- NetMotion Mobile IQ® End User License Agreement: Version 1.0

Other Materials
NetMotion Software permits you to use other materials from this Site including, but not limited to white papers, press releases, datasheets and FAQs ("Materials") provided that you observe the following: (1) the below Copyright Notice as well as any other applicable proprietary notice(s) appear on all copies of the Materials, (2) use of such Materials is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media unless expressly approved by NetMotion Software, and (3) no modifications of any Materials are made. This permission does not include the right to use the design or layout of the NetMotion Software website (www.netmotionsoftware.com) or any other NetMotion Software

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owned, operated, licensed or controlled site. Elements of the NetMotion Software website are protected by copyright, trade dress and other laws, and they may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the NetMotion Software website may be copied or retransmitted unless expressly permitted by NetMotion Software.
Your use, reproduction or redistribution of the Software which is not in accordance with the EULA and/or any applicable Third Party License or your use of the Materials for other purposes than those set forth above are expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Warranties and Limitations of Liability
Disclaimer of Warranties
For Software
MATERIALS AND RELATED GRAPHICS, AND SERVICES MADE AVAILABLE AT THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS OF SUITABILITY OR ANY WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND COMPLETENESS, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES RELATING TO VIRUSES. NetMotion Software may make
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ATTACHMENT E1
ADDITIONAL TERMS

The terms and conditions contained in this Attachment E1 are subordinate to the terms and conditions contained in Attachments A through D and F. In the event of any conflict, the terms and conditions contained in Attachments A through D and F shall govern and take precedence. The State does not agree to any additional obligations or liabilities beyond those expressly addressed in Attachments A through D and F.

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ATTACHMENT E2

MASTER TERMS

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ATTACHMENT E3
PRICING

verizon

State of Oklahoma Office of Management and Enterprise Services Request for Proposal

Definitions:

1. **Bring Your Own Device (BYOD) Equipment**: Any device that a customer purchases from a third party or Verizon at full retail price, without subsidies, credits or other discounts.
2. **Bring Your Own Device (BYOD) Plans**: Verizon Wireless voice, data, or M2M plans under this agreement that are available for any device that a customer purchases from a third party or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for u/'se on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.
3. **Customer:** A Purchasing Entity as defined under the Agreement
4. **Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.
5. **Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.
6. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
7. **Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.
8. **Machine to Machine Service (M2M Service):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
9. **M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.
10. **Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.
11. **Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
12. **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Term of Lines (Line Term): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that

line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

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

Access Discount: Government Subscribers are eligible for a 22% access discount on qualified plans and features where noted.

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

Subsidized Equipment: Subsidized equipment (Equipment) purchased under is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, at any time during the first 24 months after the Equipment is activated, moves the Equipment to a Lesser Price Plan or disconnects the Equipment from the network, the Customer shall pay an Offer Recovery Fee (as defined below). A Lesser Price Plan is; a) for smart phones, any plan that is less than $19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than $19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than $14.99 per month after any applicable discounts. Subsidized Equipment cannot be placed on BYOD Plans.

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.

ATTACHMENT E3
PRICING

Category 1 - Wireless Voice and Data

Custom Business Plans for Basic and Smartphones Government Subscribers Only These plans reflect the monthly access fee discount. No additional discounts apply.			
	Basic Phones	**Smartphones**	
Monthly Access Fee with Business Email	$25.00 (94664/94578)	$35.00	$45.00
Data Allowance	100 MB (Shared)	4 GB (Shared)	Unlimited
Data Overage Rate	$10.00 per GB		N/A
Mobile Hotspot	N/A	Included[1]	
Monthly Anytime Minutes	Unlimited		
Domestic and International Messaging Allowance[2]	Unlimited		
5G Ultra Wideband Data Service	Included as Available		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones.[1]Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. [2]Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. *If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

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

Custom 4G Business TravelPass Feature[1] Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$2.00
Rest of World Daily Rate[2,3]	$10.00
Non-Travel Pass Countries[4]	Pay As You Go Rates

Notes: [1]This feature requires a 4G LTE GSM/UMTS global-capable device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plans: Custom Business Plans for Basic and Smartphones – Subsidized, Custom Business Plans for Basic and Smartphones -BYOD**

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Custom Business Plans for Smartphones - BYOD** Government Subscribers Only These plans reflect the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee with Business Email	$35.00
Data Allowance	Unlimited
Data Overage Rate	N/A
Mobile Hotspot	Included[1]
Monthly Anytime Minutes	Unlimited
Domestic and International Messaging Allowance[2]	Unlimited
5G Ultra Wideband Data Service	Included as Available

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones.[1]Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. [2]Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. *If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

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

Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.

**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$39.99 (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance(1)	Unlimited
Domestic Messaging Allowance	Unlimited
5G Ultra Wideband Data Service	Included as Available
Optional Service Features	
Domestic Mobile Hotspot	$5.00 additional per month (76440)
Push-to-Talk Plus	$2.00 additional per month (81129/81174)

NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never

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preempted. This service plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:

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

4G Nationwide Email for Government Calling Plans			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (**Account** share)	$64.09 (74511)	$80.76 (74513)	$96.16 (74515)
Monthly Access Fee less discount (share)	$49.99	$62.99	$75.00
Monthly Access Fee (EVP (**Profile**) share)	$64.09 (76369)	$80.76 (76370)	$96.16 (76371)
Monthly Access Fee less discount (EVP (Profile) share)	$49.99	$62.99	$75.00
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited		
5G Ultra Wideband Data Service	Included as Available		
Optional Features			
Domestic Push To Talk Plus	$2.00 (Smartphone- (81129/81174)		
Unlimited Hotspot/Tethering	$10.00 per line (76445 4G)		

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.
Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.
Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Custom Business 5G Ultra Wideband Bolt-On Feature Government Subscribers Only, Not eligible for discounts.	
Monthly Access Fee	$0.00 (1545)

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, where available. Current coverage details can be found at www.verizonwireless.com/5G. This feature is only available to 5G UWB capable smartphones on select Custom Unlimited Business Plan for Smartphones

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.	
Monthly Access Fee	$39.99
Rate Plan # (Jetpack, Mobile Device)	20300
Rate Plan # (Router, Permitted Stationary Device)	53910
Domestic Data Allowance(1)	Unlimited

NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

Custom Mobile Broadband Data Share Plans for Tablets Government Subscribers Only These plans reflect the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee BYOD	$15.00 (18868/31616)
Monthly Access Fee Subsidized	$20.00
Data Allowance	1 GB (Shared)
Data Overage Rate	$10.00 per GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G tablets.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs. **Bring Your Own Device (BYOD)**: Plans where the user will supply their own mobile device and require only network service from the carrier. **Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

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Commercially Available Machine to Machine (M2M)

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage					
The data plans below reflect the monthly access fee discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic **Profile** Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	$5.00	$7.00	$10.00	$15.00	$18.00
Domestic **Account** Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage				
The data plans below reflect the monthly access fee discount. No additional discounts apply.				
Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic **Profile** Shared Data Allowance	**250 MB** (87665)	**1 GB** (87668)	**5 GB** (87671)	**10 GB** (87673)
Monthly Access Fee	$20.00	$25.00	$50.00	$80.00
Monthly Access Fee less discount	$20.00	$25.00	$39.00	$62.40
Domestic **Account** Shared Data Allowance	**250 MB** (87645)	**1 GB** (87646)	**5 GB** (87647)	**10 GB** (87648)
Monthly Access Fee	$20.00	$25.00	$50.00	$80.00
Monthly Access Fee less discount	$20.00	$25.00	$39.00	$62.40
Overage Rate Per Megabyte	$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G. 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. ACCOUNT **Data Sharing:** Sharing among M2M Lines is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. PROFILE (If using profile share the data allowance must be a least 1 MB) **Data Sharing:** Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB.

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Custom Business Plans for Data Devices Government Subscribers Only These plans reflect the monthly access fee discount. No additional discounts apply.			
	Tablets, Notebooks, Jetpacks, USBs, MiFi's and Air cards		
Monthly Access Fee	$10.00 (31598/37343)	$30.00 (31591/31600)	$39.99 (98715/ 53926 - Router only)
Shared Data Allowance	150KB (Shared)	4 GB (Shared)	Unlimited*
Data Overage Rate	$10.00 per GB		N/A

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G data devices, such as USBs, tablets, notebooks, jetpacks, etc., as indicated above. *If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

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

Custom Flat Rate Mobile Broadband - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$34.99 (99716)
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA

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

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Custom Voice and Data Plans

4G FWA Back-up Mobile Broadband Plan These plans are not eligible for monthly access fee discounts.	
Monthly Access Fee	**$20.00**
Domestic Data Allowance	2 GB
Domestic Data Allowance Overage	$10.00 per GB
Service Rate Plan Number	52913

Note: Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Only Customer-provided, 4G+ capable router devices may be activated on this plan. During an outage of the primary connection, all usage within the billing cycle in excess of the Domestic Data Allowance will be charged at the overage rate of $10.00 per GB.
Data Sharing: Sharing among Lines is available only among Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. LTE Mobile Broadband Backup Router Plan may be used with Private Network. Router devices must be approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector* This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$45.00**
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)[1]	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Service Rate Plan #	53974

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com.
These price plans are restricted to the Verizon Wireless 5G Ultra Wideband ® network and 4G network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. Verizon's 4G LTE network is a separate network from Verizon's 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible. [1]Speeds represent the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds. This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to Verizon's 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

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Commercially Available Data Plans

5G UWB Business Unlimited Tablet Pro Plan This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$40.00 (52599)
Data Allowance[1]	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot[2]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on a 5G or 4G HD tablet. [1]This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. A 5G device is required to receive 5G Ultra Wideband (UWB) service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G and 5G Nationwide network areas, and, will apply video streaming up to 4K when in 5G UWB network service areas. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device. [2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G and 5G Nationwide network areas, and, will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

***Plan 52599 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Business TravelPass Feature[1] Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$0.00
Rest of World Daily Rate[2,3]	$10.00
Non-Travel Pass Countries[4]	Pay As You Go Rates
SPO Code	1255

Notes: [1]This feature requires a 4G or 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. **For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option**. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. **This feature can only be added to lines activated on the following plan(s): 53537 Business Unlimited Plus Data Device Plan, 52599 Business Unlimited Pro Tablet Plan**

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Public Safety Plans

Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$22.99 (16810)
Monthly Minutes in U.S	Unlimited
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	$10.00 per GB
Optional Service Features	
Push-to-Talk Plus	$2.00 additional per month (81129)
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses) 485112 Commuter Rail Systems 621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private)	922190 Other Justice, Public Order, and Safety Activities 923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$17.99 (96626 4G Only)
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25
** **NOTICE.** In limited instances, technical support for the PTT+ service may be provided by Motorola's (a Verizon vendor) technical team located in India that also has access to the US-based PTT+ platform under established security protocols. However, the PTT+ service, including all data, is hosted and otherwise supported in the United States. **By purchasing this service, Customer acknowledges and expressly consents to the foregoing.** **NOTE**: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses) 485112 Commuter Rail Systems 621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private)	922190 Other Justice, Public Order, and Safety Activities 923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

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Nationwide Push to Talk Plus Calling Plan (non-share)	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Nationwide Push to Talk Plus (non-share)	Government Subscribers Only
Monthly Access Fee	**$19.99** (94244/92857)
Monthly Anytime Voice Minutes[1]	0
One to One & Group Talk	Unlimited
Data Sent or Received	$1.99/ MB or per data package[2]

****NOTICE.** In limited instances, technical support for the PTT+ service may be provided by Motorola's (a Verizon vendor) technical team located in India that also has access to the US-based PTT+ platform under established security protocols. However, the PTT+ service, including all data, is hosted and otherwise supported in the United States. **By purchasing this service, Customer acknowledges and expressly consents to the foregoing.**

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 Plus terms and conditions apply. [1]Subscribers to the Push to Talk Plus 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 Plus voice calls. [2]Smartphones and Multimedia Phones require a data package.

Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders **Government Liable Subscribers Only**	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee Per MDN	**$0.00** (86124)

NOTE: Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

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Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders Government Liable Subscribers Only	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee Per MDN	$0.00 (86428 Basic/ Smartphone and 86433 Non-Phone)

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

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

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Verizon Mobile for Microsoft Teams Government Subscribers Only		
Features are NOT eligible for monthly access discounts		
Description	**Feature Code**	**Monthly Service Fee**
Verizon Mobile for MS Teams GOVT	89561	$4.00

Note: Verizon Mobile for Teams feature works with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones.**

https://www.verizon.com/support/verizon-mobile-for-ms-teams-legal/

****Disclaimer: Customers should be aware of the following service limitations:

Emergency 911 Calls. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. ***Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations. ***

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations

Availability:
This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

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Call Filter This feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee[1]	$0.00
Notes: Additional feature information can be found at www.verizonwireless.com. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.	

Call Filter Plus This feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee[1]	$0.75 (87867)
Notes: Additional feature information can be found at www.verizonwireless.com. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.	

Name ID Features The features below reflect the monthly access charge discount. No additional discounts apply.	
Feature	**Monthly Access**
Share Name ID	$0.00
Company Name ID	$1.99 per line
Data Sent or Received	$1.99/ MB or per data package[2]

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices
- Users must be subscribed to the My Business portal to use this feature.

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Verizon Device Protection Options:

Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)

Monthly Price: Current Market Rate – See Verizon's current Device Protection for Business Brochure for pricing details.

https://scache.vzw.com/content/dam/support/pdf/device-protection-brochure-business.pdf

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) – unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible.
  - WPP Smartphones/iPhones – 85913
  - WPP All Tablets & Basic - 85912
- Extended Warranty (EW) – unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers.
  - EW – 79184
  - EW Smartphones (NY) – 87309
  - EW Tablets & Basic (NY) - 87310
- Total Equipment Coverage (TEC) – combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible.
  - TEC Smartphones/iPhones – 81495
  - All Tablets & Basic - 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity's account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at Device Protection Brochure & Terms and Conditions Business. Not all options presented in the brochure are available to ordering entities.

Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

IMPORTANT NOTE: Not all device protection options presented in the brochure are available to ordering entities.

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Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls though the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.

Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**you**") and Verizon Wireless ("**Verizon**", "**VZW**", "**we**" or "**us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. **Customer Agreement**. Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

2. **Term**. Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month-to–month basis. You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. **How the Service Works**. For the Service to work, you must select the lines on your companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.

4. **Verizon Mobile for Microsoft Teams Management and Support**

    a. **Verizon Management.** Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.

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5. **Microsoft Management**. Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

6. **Feature Responsibilities**
   a. Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

Feature	Verizon	Microsoft Teams
7 digit dialing		X
10 digit dialing	X	X
911 Call Delivery	X	
911 Location Configuration		X
Alternate Numbers with Distinctive Ring		X
Anonymous Call Rejection		X
Auto Receptionist		X
Barge-In Exempt		X
Busy Lamp Field (Monitoring)		X
Call Forwarding Always		X
Call Forwarding Busy		X
Call Forwarding No Answer		X
Call Forwarding Selective		X
Call Forwarding When Not Reachable (Business Continuity)		X
Call History		X
Call Hold and Resume		X
Call Intercept		X
Call Logs with Click to Dial		X
Call Notify		X
Call Queue Agent		X
Call Recording		X
Call Redial		X

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Call Return		X
Call Transfer		X
Call Waiting (for up to 4 calls)	X	
Call Waiting ID	X	
Connected Line ID Restriction		X
Directed Call Pickup		X
Directed Call Pickup with Barge In		X
Do Not Disturb		X
Enterprise Phone Directory		X
Executive/Executive Assistant		X
Extension Dialing, Variable Length		X
Feature Access Codes / Star Codes		X
File Transfer		X
Hoteling		X
Hoteling Guest		X
Hunt Group		X
Inbound Caller ID Number*	X	
Inbound Caller ID Name*	X	
Inbound Fax to Call		X
Multiple Line Appearance		X
Native Dialer call routing	X	
N-Way Calling		X
Offnet call delivery	X	
Outbound Caller ID Blocking		X
Outbound Caller ID Name*	X	
Outbound Caller ID Number*		X
Personal Phone Directory		X
Priority Alert		X
Privacy		X
RTT/TTY	X	

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Selective Call Acceptance		X
Selective Call Rejection		X
Sequential Ring		X
Shared Call Appearance		X
Share Name ID	X	
Simultaneous Ring		X
SMS/MMS/RCS	X	
Speed Dial 100		X
User Web Portal		X
Video (Point to Point)		X
Visual Voicemail		X
Voicemail		X
VZW VoLTE call delivery	X	

- “x” defines responsible party

Key Definitions

***Inbound Caller ID Number** – This is supported and displayed as received by Verizon.
***Inbound Caller ID Name –** Receipt of Inbound CNAM is dependent on the wireless subscriber’s active subscription to the *Premium Caller ID Calling Name* service offered by Verizon.
***Outbound Caller ID Number** – Supported through Microsoft Teams Caller ID Policy Settings.
***Outbound Caller ID Name** – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

1. **Charges**

Charge Initiation. For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

Charge Termination. Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.

General. Charges for international use may apply according to your Verizon Wireless calling plan. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

2. **Emergency 911 Calls**

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Description. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.

Microsoft Configuration. It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.

Data or Wi-Fi Origination. When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.

Emergency Calling Testing. Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

End User Notification. You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

3. **Privacy**. We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

4. **Confidentiality**. You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

5. **Third Party Products**

General. If you use any third party products or applications with Verizon Mobile for Microsoft Teams, you authorize us to share information with third parties, including Microsoft, that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

Disclaimer. With respect to all third party products and applications, you agree that: (1) we disclaim all warranties, express or implied, (2) we are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for you and your end user's use of such products and applications.

6. **Service Limitations**

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Services Compatibility. The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.

(x)11 Services. Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.

Dial Plan Conflicts. Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified

Short Dial. Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.

Network Performance Dependency. Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non-Verizon owned data networks for app or IP phone connectivity.

Domestic (US Based) Data Handling Dependency. You must address directly with Microsoft Teams their handling of your data.

7. **Important Service Disclosures**. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE THAT YOU AND YOUR END USERS WILL USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

8. **Service.** We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and obtaining available patches to address security, interoperability and/or performance issues.

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

Verizon Wireless Plan and Feature Details

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

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

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

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **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 Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-

checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

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

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

M2M Data Plan Share Options

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

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

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

Call Filter Service Attachment to Verizon Wireless Agreement

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

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's

devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at https://www.verizonwireless.com/solutions-and-services/call-filter/. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges**. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.

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8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at http://www.verizon.com/about/privacy/. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. **Licenses and Restrictions**. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use**. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content**. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9
    Arlington, Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

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NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

i. Signature of copyright owner or person authorized to act on behalf of the owner;
ii. Identification of copyrighted work claimed to be infringed;
iii. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
iv. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
v. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:

– https://realm.io/legal/developer-license-terms/
– https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE
https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
– https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE
– https://github.com/scalessec/Toast/blob/master/license
– http://www.apache.org/licenses/LICENSE-2.0
– https://Mozilla.org/MPL/2.0/
– https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt
– https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf

15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE

AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control**. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer’s full attention.

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Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we 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 state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

Federal Universal Service Charge

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of January 1, 2020, the basic FUSC rate is 21.2% and changes quarterly. If the customer does not exceed the included number of minutes, the FUSC rate for bundled minute plans is 6.148%; the 21.2% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

Regulatory Charge

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

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

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is $0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and $0.15 per line for all other services.

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verizon

State of Oklahoma Office of Management and Enterprise Services Request for Proposal SW1012: Wireless Services and Equipment

Contents

Category 3 Turnkey Solutions and IoT

Verizon Mobile Device Management (MDM): Government Subscribers	
These calling features reflect the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Broadband Hotspot Management[1]	$1.49/device per month or $15/device per year
Unified Endpoint Management[2]	$1.00/device per month or $10/device per year

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. VzMDM supports select devices and operating systems and may require installation of a software agent. VzMDM features are ordered and billed separately; however, all supported options will appear and cannot be blocked. The Verizon MDM portal is a ***CLOUD BASED SYSTEM*** and accessed via an Internet Browser.

- [1] Broadband Hotspot Management (BBHS) currently supports the 5G M1000, MiFi 8800L, MiFi 7730L, AC791L, Jetpack 6620L, MHS 900L/LS, Orbic Speed RC 400L, BPC-100 (Business Phone Connect), and USB730L.
  - Requires iOS 10 or Higher
  - iPad OS 13 and higher
- [2] Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations from the VzMDM's customers' instance.
  - All services are billed at the account level
- Verizon customers, who want to assess new firmware or need more time for custom/corporate applications, are guided towards the Vienna Channel program

**Due to a number of features that require HTML 5, Verizon MDM requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.

VZ MDM Implementation Services			
This service does not qualify for additional discounts			
A certified VZ Solutions Engineer ("SE") will be assigned to provide a full and complete virtual implementation of the VZ MDM solution, including: Facilitate customer through onboarding of mobile devices in the Verizon Mobile Device Enrollment Program (DEP); Creation and assignment of policies and groups, ensuring group and policy orientation meets customer's project needs Provide portal training; Oversee a testing phase with a control group; Oversee initial production rollout			
SKU#	Description	Term	Cost
VZ_IOT_VZMDM_1-10	License Quantity 1-10	One time fee	$99.00
VZ_IOT_VZMDM_11-499	License Quantity 11-499	One time fee	$350.00
VZ_IOT_VZMDM_500-999	License Quantity 500-999	One time fee	$650.00
VZ_IOT_VZMDM_1000_PLUS	License Quantity 1000+	One time fee	$0.70/ license
Notes: This service can be found under the VZ MDM category in BuSS. Multiple tiers cannot be combined during purchase. Separate configurations may use separate tiers.			

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This service is to be used in conjunction with one of the following VZ MDM Services:

1. Broadband Management
2. Unified Endpoint Management

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply

One Talk is a mobile first business telephone system that combines Smartphones and Desk phones (standard and 4G) capabilities into a fully integrated office solution providing a single telephone number ("Mobile Data Number/MDN") with the same type of advanced calling and messaging features.

Desk Phone/Mobile Client (App)

Price Plan Type	**Line Level Plans** (e.g. Flexible Business Plans, **Custom Flexible Business Plans, Nationwide**)	**Account Level Plans** (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk Price Plan (100 MB Data)	$10.00	$0.00 (the new Verizon Plans)
One Talk Feature	$15.00	$15.00
One Talk Line Access Charge	N/A	$10.00

Auto Receptionist (AR) and Hunt Group (HG)

Price Plan Type	**Line Level Plans** (e.g. Flexible Business Plans, **Custom Flexible Business Plans, Nationwide**)	**Account Level Plans** (e.g. Verizon Plans, More Everything)
One Talk Primary MDN	Monthly Access	Monthly Access
One Talk **AR Price Plan** (100 MB Data)	$10.00	$0.00
One Talk **AR Feature**		$10.00
One Talk **AR Line Access Charge**	N/A	
One Talk **HG Price Plan** (100 MB Data)	$0.00	$0.00
One Talk **HG Feature**		
One Talk **HG Line Access Charge**	N/A	

One Talk Side View (Smartphone, One Talk Dialers, and Mobile Client Apps) Only)[3]
Business App Integrations

One Talk Basic Integrations[3] provides access to the Google Workspace/Microsoft 365 apps Contacts, Email, Calendar, and productivity suite. This feature is included with One Talk Smartphone, One Talk Dialers, and Mobile Client App activations

One Talk Basic Integrations	$0.00 (SPO 1922)

Optional Features

One Talk Premium Visual Voicemail for Android Smartphone	$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile App	
One Talk Voicemail To Text for iOS Smartphones	
One Talk Caller Name ID	

Additional Devices per MDN[1]

Standard One Talk Desk Phones: For MDN's activated on a Smartphone, Standard Desk Phone or, Mobile App, a maximum of up to eight (8) additional devices can be shared with the MDN as follows: one (1) Smartphone, up to two (2) standard One Talk desk phones and up to five (5) mobile Apps.

Additional Device Pricing

Smartphone Device	**One Talk Standard Desk Phone**	**Mobile Client (App)**[2] (Includes Smartphones and Tablets)
Additional devices (endpoint) incur a $10.00 monthly access	$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices.

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One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a Smartphone, or Mobile drop if either party leaves Verizon 4G and/or Wi-FI coverage. When outside of the 4G coverage area and without 4G or WiFi service, the Smartphone device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user.

For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. [1]Each One Talk phone number can be shared between devices with the following limits: Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. [2]The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. [3]All Google Workspace business plans are supported, however, Gmail is not supported; and all Microsoft 365 personal and business plans are supported. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract. This is a current retail plan and is subject to change or be discontinued without notice to the customer. This One Talk Connected desk phone is not compatible with Private Network Traffic Management (PNTM) or Private Network. For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/

One Talk Connected 4G Desk Phone Plans Government/Corporate Subscribers Only These plans are NOT eligible for monthly access fee discounts.				
Plan	Monthly Access	Voice Minutes Allowance	Data Allowance	Data Overage
47598 – Flexible Business LTE Desk Phone Unlimited Talk and Text	$10.00	Unlimited	500 MB (Share)	$10.00/GB
48043 – Nationwide for Business LTE Desk Phone Unlimited Talk and Text			500 MB	
48083 - One Talk LTE Desk Phone Unlimited Talk and Text				
48084 - Business Unlimited LTE Desk Phone	$10.00	Unlimited	Unlimited[1]	

Auto Receptionist (AR) and Hunt Group (HG)		
One Talk Primary MDN	Monthly Access	
	Line Level Plans	Account Level Plans
One Talk **Auto Receptionist** Feature	$10.00	$0.00
One Talk **Auto Receptionist** Line Access Charge	N/A	
One Talk **Hunt Group** Feature	$0.00	
One Talk **Hunt Group** Line Access Charge	N/A	

Optional Features	
One Talk **Premium Visual Voicemail** for Android Smartphone	$2.99
One Talk **Premium Visual Voicemail** for Desk Phone & Mobile Client (App)	
One Talk **Voicemail To Text** for iOS Smartphones	
One Talk **Caller Name ID**	

Additional Devices per MDN[1]	
For MDN's activated on a One Talk Connected desk phone, a maximum of up to seven (7) additional devices can be shared with the MDN as follows: one (1) One Talk Connected desk phone, one (1) additional One Talk standard desk phone and up to five (5) Mobile Clients (Apps). ***Current One Talk customers adding a One Talk Connected desk phone must change to this configuration.**	
One Talk Standard Desk Phone	**Mobile Client (App)**[2] (Includes Smartphones and Tablets)
$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. **Only One Talk Connected desk phone devices can be activated on this plan.** One Talk service is applied to the	

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Verizon Wireless MDN and is available on all of the user's devices. One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a One Talk Connected 4G desk phone drop if either party leaves Verizon 4G coverage. When outside of the 4G coverage area devices will only operate over Wi-Fi or LAN with standard voice and SMS messaging capabilities and all One Talk features available to the user. One Talk Connected desk phones will operate over LAN when no 4G service is available.
For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. [1]Each One Talk phone number can be shared between devices with the following limits: [1]Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. [2]The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

[1]After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device This is a current retail plan and is subject to change or be discontinued without notice to the customer. This One Talk Connected desk phone is not compatible with Private Network Traffic Management (PNTM) or Private Network. For additional information regarding One Talk please visit:https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/

One Talk Call Queue Government Subscribers Only No Domestic Roaming or Long Distance Charges		
This plan is NOT eligible for monthly access fee discounts.		
Monthly Access Fee	$25.00	$45.00
Calls in Queue	10 calls held in queue	25 calls held in queue
Monthly Call Queue Agent Feature	$1.00 per line/per month*	

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client (App) eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data.

1. **Call queue has a maximum limit of 40 agents per call queue setup.**
2. **Dial MDN direct or be routed through Auto Receptionist**

For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/

One Talk Messaging for Hunt Group	
This feature is not eligible for further discounts	
Monthly Access Fee	$9.99 (88212)
Hunt Group Recipients	Up to 20 maximum per line
SMS/MMS Unlimited[1]	Included

Note: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon MDN and Hunt Group delivers one or more One Talk phone numbers to provide specialized support to customers. Mobile devices associated with the One Talk App can send and receive text messages to Hunt Groups. [1]One Talk SMS is only available on the Mobile Client (App). *Messaging for Hunt Groups can support having simultaneous call

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sequence – once a customer sends out an SMS it will be sent to all the Messaging for Hunt Group members *For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/

4G Business Unlimited One Talk Plans Government Subscribers Only	
These plans are NOT eligible for monthly access fee discounts.	
Auto Receptionist	
Monthly Access Fee	$10.00 (99319)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited
Mobile Client (App)/Standard One Talk Desk Phone	
Monthly Access Fee	$10.00 (99320)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited
SMS (Text) Domestic Messaging	Unlimited (73503)
One Talk Side View (Smartphone, One Talk Dialers, and Mobile Client Apps) Only)[5] Business App Integrations	
One Talk Basic Integrations[5] provides access to the Google Workspace/Microsoft 365 apps Contacts, Email, Calendar, and productivity suite. This feature is included with One Talk Smartphone, One Talk Dialers, and Mobile Client App activations	
One Talk Basic Integrations	**$0.00 (SPO 1922)**
Additional Devices per MDN[3]	
Standard One Talk Desk Phones: For MDN's activated on a Smartphone, Standard Desk Phone or, Mobile Client, a maximum of **up to eight (8) additional devices** can be shared with the MDN as follows: one (1) Smartphone, up to two (2) standard One Talk desk phones and up to five (5) mobile clients.	
One Talk Connected 4G Desk Phones: For MDN's activated on a One Talk Connected desk phone, a maximum of up to **seven (7) additional devices** can be shared with the MDN as follows: one (1) One Talk Connected desk phone, one (1) additional One Talk standard desk phone and up to five (5) mobile clients	

Additional Device Pricing		
Smartphone Device	**One Talk Standard Desk Phone**	**Mobile Client (App)**[4] (Includes Smartphones and Tablets)
Additional devices (endpoint) incur a $10.00 monthly access	$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)	$0.00 for additional devices (excluding Smartphone devices with One Talk Dialers)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network.

One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a One Talk Connected desk phone drop if either party leaves Verizon 4G coverage. When outside of the 4G coverage area devices will only operate over Wi-Fi or LAN with standard voice and SMS messaging capabilities and all One Talk features available to the user. One Talk Connected desk phones will operate over LAN when no 4G service is available.

For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. [3]Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE

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Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. [4]The Mobile App can be used in eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data. [5]All Google Workspace business plans are supported, however, Gmail is not supported; and all Microsoft 365 personal and business plans are supported.

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

[1]After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/

This is a current retail plan and is subject to change or be discontinued without notice to the customer. Business Unlimited One Talk Plans is not compatible with Private Network Traffic Management (PNTM) or Private Network.

Enterprise Gateway for Public Safety Enterprise Messaging for Public Safety is NOT eligible for monthly access fee discounts		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
Public Safety Unlimited* (83431)	$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.		

Enhanced Messaging Features SMS Only for EMAG Enhanced Features The monthly access fee discounts are reflected in the pricing below. ***NO*** Further discounts apply.		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
1,000,000* (22119)	$0.00	$0.013
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

*The $0.00 Monthly Access Unlimited plan and the $0 Enhanced Messaging Plans above are only available to Public Safety/First Responders classified with the following NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs

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922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

The monthly access fee discounts are reflected in the pricing below. ***NO*** further discounts apply.		
Text Only (SMS)		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
15,000 (98209)	$37.50	$0.01
100,000 (98212)	$150	$0.01
500,000 (98213)	$731.25	$0.01
1,000,000 (98215)	$1,387.50	$0.01
5,000,000 (98233)	$6,750	$0.005
Note: This feature is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.		
Text & Multimedia (SMS/MMS)		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
15,000 (98234)	$75	$0.02
100,000 (98235)	$300	$0.02
500,000 (98236)	$1,462.50	$0.02
1,000,000 (98238)	$2,775	$0.02
5,000,000 (98239)	$13,500	$0.01

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Enhanced Messaging Features SMS Only for EMAG Enhanced Features The monthly access fee discounts are reflected in the pricing below. ***NO*** Further discounts apply.		
Enhanced Messaging Features (SMS Only)		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
15,000 (22041)	$75	$0.02
100,000 (22054)	$468.75	$0.02
500,000 (22088)	$2,250	$0.015
1,000,000 (22119)	$4,200	$0.013
5,000,000 (22127)	$20,250	$0.008
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

Push to Talk Plus Group Advanced Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87381)	$3.00

Note: Group Advanced cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Command and Group Advanced on the same device.

The new Group Advanced features include:

- Large Groups. Increased group sizes up to 3000 members.
- Urgent Calling. Urgent calling can be initiated by a user or remotely by an authorized user. This call provides a distinct tone and is the highest priority call within the PTT+ application.
  - If a Dispatch license is the “Authorized User," the location of the Urgent Caller displays on the map.
  - Either the Initiator of the call or the Authorized User can end the “urgent call”.
  - The “destination” of Urgent call must be on PTT+ client version R9.0 or later.
- Location-Based Temporary Groups. These are dispatcher-managed geographic groups. Members inside the geographic area can be added to Dispatch selected contacts or pre-defined groups.
  - Requires new PTT+ Group Advanced Dispatch software license.

Note: Push to Talk Group Advanced requires Push to Talk Plus (PTT+).

Group Advanced Feature Requirements

- PTT+ Group Advanced feature requires the Push to Talk Plus (PTT+) feature.
- At launch (3/28/19), this bundle only works on smartphones. Select basic devices are supported, beginning in 2Q2019.

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- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/19) for the functionality to show on devices as well as the PTT+ management portal (ECM).
- PTT+ Group Advanced works with the optional LMR feature/functionality.

PTT+ Portal Information

- Large Groups
  - Within the PTT+ portal (ECM), there is a new group type “Large Group” under the Create Groups tab. When the group is created, only those contacts with the new PTT+ Group Advanced feature / SKU can be added to the group.
- Urgent Calling
  - The company POC is able to set the “Authorized User” as well as the primary and secondary contacts that are recipients when the Urgent Call is initiated. “Authorized users” also have to have the PTT+ Group Advanced feature / SKU.
- Location-Based Temporary Groups
  - No impact on the PTT+ management portal (ECM).

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

Push to Talk Plus Group Command Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87382)	$7.50

Note: Group Command cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Advanced and Group Command on the same device.

The new features, effective 5/2/19, include:

- Discreet listening. Enables an authorized user or dispatcher to remotely listen to a user’s PTT+ voice communication.
- User Check. Allows an authorized PTT+ user or dispatcher to obtain user information from another Group Command user, such as:
  - Presence and location
  - Device signal strength (Wi-Fi and cellular)

- Device battery level

- Enable/Disable Radio
  - The ability to temporarily remove a device from a group conversation
- Includes Group Advanced functionality (large groups and urgent calling)

Group Command Feature Requirements

- PTT+ Group Command feature requires Push to Talk Plus (PTT+) feature
- This bundle works on Smartphones, Tablets and basic phones
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/2019) for the functionality to show on both the device as well as the PTT+ management portal (ECM).
- End users MUST enable RADIO MODE for the PTT+ Group Command features to work
- PTT+ Group Command SFO works with the optional LMR feature / functionality
- PTT+ Group Advanced and PTT+ Group Command features are mutually exclusive

Push to Connect – (PTT+)

Customers who use Smartphones, Tablets and basic phones are able to leverage Push to Connect to:

- Share pictures and videos from Gallery, as well as use native device camera
- Share location (current location or meeting location)
- Group Supervisor can set a Geofence, and receive messages when members come or leave area
- Leave a voice message, or create a voice message, and send to an individual or a group
- Send a PDF file to a contact or group

For customers who are familiar with PTT+ LMR Interoperability, PTT+ now has an optional “LMR Client” look, which provides a streamlined interface which simplifies the user experience to 1 screen.

Customers can now leverage Web Browsers to access the PTT+ Dispatch solution, rather than downloading software.

Verizon also has a developer portal for any third-party companies that are interested in integrating the PTT+ voice functionality (developer.pushtotalkplus.com)

PTT+ also has an option to preset the PTT+ button (Programmable key) to a contact or group and works, even when the security screen is enabled.

Verizon offers different levels of Professional Services to facilitate the installation/integration of this functionality. See LMR Interop Professional Services in Detail.

Group Command Software Sku’s No additional discounts apply.			
SKU Name	SKU Description	Term	Cost
PTT+ Group Command for Dispatch	PTT+ Group Command for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Command features (large group and urgent calling).	Monthly (658952)	$100.00
PTT+ Group Command for Dispatch-LMR	PTT+ Group Command for Dispatch-LMR includes support for PTT+ Group Command features (large group and urgent calling),	Monthly (658953)	$106.00

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	LMR Interoperability, and PTT+ for Dispatch features.		
PTT+ Group Command for Cross-Carrier	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658954)	$11.25
PTT+ Group Command for Cross Carrier-LMR	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658955)	$15.75
PTT+ Group Command for Tablet	PTT+ Group Command for Tablet supports the PTT+ Group Command functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658956)	$11.25
PTT+ Group Command for Tablet-LMR	PTT+ Group Command for Tablet-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658957)	$15.75
Group Advanced Software Sku's No additional discounts apply.			
PTT+ Group Advanced for Dispatch	PTT+ Group Advanced for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group	Monthly (657452)	$75.00

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	Advanced features (large group and urgent calling).		
PTT+ Group Advanced for Dispatch LMR includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	PTT+ Group Advanced for Dispatch-LMR includes support for PTT+ Group Advanced features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (657453)	$81.00
PTT+ Group Advanced for Cross-Carrier	PTT+ Group Advanced for Cross Carrier supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. This works on a variety of Android and iOS phones. SupportsPTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657454)	$6.75
PTT+ Group Advanced for Cross Carrier-LMR	PTT+ Group Advanced for Cross Carrier-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657455)	$11.25
PTT+ Group Advanced for Tablet	PTT+ Group Advanced for Tablet supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657456)	$6.75
PTT+ Group Advanced for Tablet-LMR	PTT+ Group Advanced for Tablet-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657457)	$11.25
Note: Sku's are not interchangeable. Group advance Sku's must be used with the group advanced feature code and Group command Sku's must be used with the group command feature code.			

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Wireless Network Performance							
The licenses are not eligible for further monthly access discounts.							
Basic License							
Description	**SKU Name**	**Perpetual Plan ID**	**Monthly Plan ID**		**Tiers**	**Monthly Cost**	**Annual Cost**
WNP-BASIC-GOV	WNP-BASIC-GOV	709053	709052		1-499	$ 7.70	$ 88.55
					500 – 999	$ 11.55	$ 123.20
					1,000 – 4,999	$ 19.25	$ 207.90
					5,000 -9,999	$ 38.50	$ 415.80
					10,000 – 99,999	$ $57.75	$ 616.00
					100K -5M	$ 77.00	$ 770.00
Premium License							
WNP-PREMIUM-GOV	WNP-PREMIUM-GOV	709103	709102		1-499	$ 77.00	$ 770.00
					500 – 999	$ 385.00	$ 4,158.00
					1,000 – 4,999	$ 770.00	$ 8,316.00
					5,000 -9,999	$ 1,925.00	$20,790.00
					10,000 – 99,999	$ 3,850.00	$41,580.00
					100K -5M	$ 7,700.00	$80,850.00

Note: Verizon's Wireless Network Performance (WNP) is a central portal that will provide two broadband capabilities that can be leveraged:

- Analytics
- Mapping

Customers will be able to access WNP through My Business after purchase and must be subscribed to the MyBiz portal to use these licenses. Customer's Tier is determined by the number of active lines in service at the time of purchase. See your account representative for additional information.

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This service does not qualify for additional discounts			
Private Network Professional Services is a white-glove service for Verizon Wireless Private Network customers which provides remote configuration support for customer premise equipment (CPE) to ensure successful turn-up.			
SKU#	Description	Time	Cost
690957 : VZ-CoE-MPN-ENGG-SPRT : ONE TIME	Professional Services	Up to 2 hours	$500.00
Notes: This service is for Verizon Wireless Private Network Customers and any customers who are interested in general configuration expertise on any of the products specified routers. Customers may purchase additional hours of engineering services in 2 hour blocks for $500.			

Absolute NetMotion				
These products Do Not qualify for additional discounts				
Absolute NetMotion is a Mobile Performance Management (MPM) - Software that accelerates, optimizes and secures all traffic with mobile devices across any network, application or operating system. It provides adaptive policies so that IT can specify parameters to fine tune the mobile user experience by prioritizing applications and network access. Absolute NetMotion provides insight into both user behavior and network activity enabling diagnostics to pinpoint and resolve issues. It has highly optimized connectivity even across coverage gaps or when switching networks. Absolute NetMotion prevents data from being lost, applications from crashing and users from having to repeat logins. Absolute NetMotion provides faster throughput with optimized data delivery across even the most bandwidth constrained network.				
SKU	**Description**	**Function**	**Term**	**Price**
NMSVZW-GOV-SILVER	Mobility VPN - Mobility Only	"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-GOLD	Mobility VPN + Modules	"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	Monthly	$6.93
			Annual	$83.20
			2 Year	$166.40
			3 Year	$249.60
NMSVZW-GOV-DIAMOND	MIQ - Operational Intelligence	Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	Monthly	$8.67
			Annual	$104.00
			2 Year	$208.00
			3 Year	$312.00
NMSVZW-GOV-DIAGS	Diagnostics (add-on)	Comprehensive data collection and root cause detection software (add-on feature)	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-MIQ	MobileIQ (add-on)	Visual troubleshooting, analytics and alerting	Monthly	$4.33
			Annual	$52.00

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		dashboards (add-on feature)	2 Year	$104.00
			3 Year	$156.00
ABSA-EdgeC	Absolute Secure Access Edge Cloud	Hosted access to Absolute Secure Access Edge, a secure remote access platform including SDP/ZTNA, enterprise VPN and experience monitoring features. Secure Access Edge for Cloud is a cost- effective, hardware-free deployment option, optimized for Azure. This hosted offering includes 10GB per device, per month. Minimum 100 License deployment requirement.	Monthly	$20.00
			Annual	$240.00
'11NMPS-GOV-8HR-S	Prof. Services - Up to 8 Hours	Professional Services - Up to 8 Hours	One time Charge	$2,000.00
11NMPS-GOV-4HR-S	Prof. Services - Up to 4 Hours	Professional Services - Up to 4 Hours	One time Charge	$1,000.00
11NMTR-GOV-C	Mobility Cert. Training	Mobility Certification Training	One time Charge	$2,295.00
11NMETS-GOV	Elite Tech Svc. 0 - 4999 lic's	Elite Technical Service (0 - 4,999 licenses)	One time Charge	$30,000.00
11NMETS5K-GOV	Elite Tech Svc. 5000+ lic's	Elite Technical Service (5,000+ licenses)	One time Charge	$50,000.00
11NMPS-GOV-TAM	Dedicated Tech Acc't Mgr--1 yr	Dedicated Technical Account Manager (1 year)	One time Charge	$40,000.00

Note: Customer may purchase Absolute NetMotion Software, Inc. ("Absolute NetMotion") licenses and services ("Absolute NetMotion Services") at the prices listed above. Absolute NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other Absolute NetMotion Licenses or Services. Verizon Wireless is not the licensor of the Absolute NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Absolute NetMotion Services are manufactured by Absolute NetMotion. Absolute NetMotion Software is subject to a separate End User License Agreement (EULA) with Absolute NetMotion, found at https://www.Absolute NetMotionsoftware.com/legal-and-copyright. Use of the Absolute NetMotion licenses or Absolute NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional Absolute NetMotion Services must be obtained directly from Absolute NetMotion either upon purchase or installation of the Absolute NetMotion Services. Absolute NetMotion Services are subject to Absolute NetMotion's terms and conditions and can be viewed here: https://www.Absolute NetMotionsoftware.com/legal-and-copyright.

Verizon Wireless will direct Absolute NetMotion to fulfill Customer's Absolute NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for Absolute NetMotion Services must be obtained directly from Absolute NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to Absolute NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Absolute NetMotion representatives.

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Intrepid Networks®: Government Subscribers
Discount reflected below. No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-user-level situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE_LOCATE	INTREPID RESPONSE: LOCATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690053	$60.75
INT_RESPONSE_CONNECT	INTREPID RESPONSE: CONNECT MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689460	$60.75
INT_RESPONSE_ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	$27.00
INT_RESPONSE_LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These	689953	$135.00

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		include faster GPS ping rates, live cell phone locations, cell tower analytics and finishing tool integrations		
INT_RESPONSE_LOCATE_TRIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	$0.00
INT_RESPONSE_CONNECT_TRIAL	INTREPID RESPONSE: CONNECT MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689954	$0.00
INT_RESPONSE_ACTIVATE_TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	$0.00
INT_RESPONSE_LOCATE+_TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690003	$0.00
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	$1,875.00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	One (1) day of training for any product at Intrepid location. Cost includes training materials & instructor.	597971	$750.00

Customer may purchase Intrepid Networks licenses and services (“Intrepid Networks Services”), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Intrepid Networks Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Intrepid Networks Services are manufactured by Intrepid Networks®. Any license for Intrepid Networks Services must be obtained directly from Intrepid Networks either upon purchase or installation of the Intrepid Networks Services. Intrepid Networks Services are subject to Intrepid Networks’ terms and conditions and can be viewed on the attached document. Verizon Wireless will direct Intrepid Networks to fulfill Customer’s Intrepid Networks Services order. Customer support for Intrepid Networks Services must be obtained directly from Intrepid Networks®. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Intrepid Networks Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Intrepid Networks representatives.

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Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-C-P-U1Y-PU	GOV Comprehensive - User w Phishing	Annual	$75.60
MES-GOV-C-P-U1Y-PD	GOV Comprehensive/Dev w Phishing	Annual	$54.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	$8.10
GOV-SPT-MES-PRMPLS-U1Y-PU	GOV Prem Plus Support/User	Annual	$11.34
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	$4.50
GOV-SPT-MES-PRM-U1Y-PU	GOV Premium Support/User	Annual	$6.75

- **Note**: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.
- **Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.**
- **Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.**

Zero Trust Dynamic Access

Powered by iboss

These licenses are not eligible for monthly access discounts.

Zero Trust Dynamic Access can help to prevent breaches by helping to make applications, data and services inaccessible to attackers while allowing trusted users to securely and directly connect to protected resources from almost anywhere. Zero Trust Dynamic Access provides a zero-trust cloud security solution for secure access to the open internet, cloud applications, private applications and data, and public cloud services helping to ensure security, conformance to NIST 800-207 guidelines, and provides reporting and analytics in a web-based portal.

SKU	Description	PPID	Billing	Price
CF-WIRELESS-NNI-SLED[1]	Zero Trust Dynamic Access Core Package from Verizon Wireless	697955	Monthly	$2.72

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MDF-WIRELESS-NNI-SLED[1]	Zero Trust Dynamic Access Advanced Package from Verizon Wireless	699514	Monthly	$4.17

Note: Zero Trust Dynamic Access powered by iboss solution may require a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.

- A minimum quantity of 50 user licenses per order is required.
- For monthly, subscription is paid monthly up front and is a month-to-month term, no proration

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE and 5G Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE and 5G enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Zero Trust Dynamic Access Professional Services

Powered by iboss

These licenses are not eligible for monthly access discounts

The below packages are the implementation services and professional services for Zero Trust Dynamic Access.

SKU ID	Description	Maximum # of Hours	PPID	Price
IBOSS-IMPLE-PKG-1	Implementation Package 1 - up to 1,000 users. 4 implementation service hours included	4	705454	$ 1,814.00
IBOSS-IMPLE-PKG-2	Implementation Package 2 - up to 5,000 users. 20 implementation service hours included	20	705455	$ 9,070.00
IBOSS-IMPLE-PKG-3	Implementation Package 3 - up to 10,000 users. 40 implementation service hours included	40	705558	$ 18,140.00
IBOSS-IMPLE-PKG-4	Implementation Package 4 - up to 20,000 users. 60 implementation service hours included	60	705510	$ 27,211.00
IBOSS-IMPLE-PKG-5	Implementation Package 5 - up to 100,000 users. 120 implementation service hours included	120	705511	$ 54,422.00

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IBOSS-IMPLE-PKG-6	Implementation Package 6 - up to 200,000 users. 200 implementation service hours included	200	705608	$ 90,704.00
IBOSS-PS*	**iboss Professional Services - provides additional implementation support. Requires 2 hours minimum.**		**736452**	**$ 380.00**

Notes: Implementation services are subject to the maximum service hours allotted for each implementation package SKU (the "Maximum Package Hours"). If implementation cannot be completed within the Maximum Package Hours, then additional Implementation Services packages may be purchased.

- If support is unable to complete the implementation within the maximum package hours purchased for onboarding, then additional implementation packages may be purchased.
- ***IBOSS –PS SKU needs to have a scope of work definition to be sold. This Sku cannot be combined with any implementation packages.**

Implementation Services Include

- Implementation Kickoff Call
- Coordination of project and implementation plan with identified milestone and completion dates
- Live technical assistance configuring the SCG platform for activities such as
  - Assistance creating users in the platform
  - Assistance enabling MFA for admin users
  - Time zone configuration
  - Platform maintenance scheduling
  - Email setting configuration
  - Backup configuration
  - Assistance creating a customized SSL decryption certificate
  - Assistance downloading and configuring iboss cloud connectors
  - Policy configuration guidance
  - Creation of IPSEC or GRE tunnel
  - Creation of custom branded block page
  - Creation of custom report schedule
  - Creation of custom IPS rule (requires malware defense package)
  - Customization of PAC script
  - Integration with External SIEM for logging

The following services are out of scope and not included in the implementation package SKU Implementation Services:

- Bulk deployment of cloud connectors to customer devices
- Active Directory, Azure, eDirectory or other directory service configuration or support •
- MDM configuration or support
- Policy migration from legacy secure gateway or firewall
- Configuration of customer Firewalls, Routers, Switches, Computers, or Third Party Software or Applications

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IBM® MaaS360® Enterprise Mobility Management (EMM)					
A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.					
IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.					
Enterprise Mobility Suites: Core Products					
License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	**Essentials**	D1P3GLL	Essentials Suite **per Device**	**$2.25** 598456	**$27.00** 598455
	Deluxe	D1P3LLL	Deluxe Suite **per Device**	**$3.75** 598457	**$45.00** 598458
	Premiere	D1P3RLL	Premier Suite **per Device**	**$4.69** 598459	**$56.25** 598460
	Enterprise	D1P3WLL	Enterprise Suite **per Device**	**$6.75** 598461	**$81.00** 598462
Per User: One (1) license per single user with multiple devices	**Essentials**	D1P3ILL	Essentials Suite **Per User**	**$4.50** 598463	**$54.00** 598464
	Deluxe	D1P3NLL	Deluxe Suite **per User**	**$7.50** 598465	**$90.00** 598466
	Premiere	D1P3TLL	Premier Suite **per User**	**$9.38** 598467	**$112.50** 598468
	Enterprise	D1P3YLL	Enterprise Suite **per User**	**$13.50** 598469	**$162.00** 598470

Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM Fast Start Customer Setup** is required for less than 50 licenses.

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IBM® MaaS360® Enterprise Mobility Management: Add-On Products					
A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.					
These SKUs require an active subscription from the **Core Products** list (see above). This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.					
License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	**Mobile Threat Management**	D1AJPLL	Mobile Threat Mgmt **per Device**	**$0.75** 598473	**$9.00** 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser **per Device**	**$0.75** 598953	**$9.00** 598954
	TeamViewer	D0048ZX	TeamViewer Remote Support SaaS for IBM MaaS360 **per Device**	**$0.75** 625453	**$9.00** 714502
Per User: One (1) license per single user with multiple devices	**Mobile Threat Management**	D1AJSLL	Mobile Threat Mgmt **per User**	**$1.88** 599454	**$22.50** 599455
	Secure Mobile Browser	D1AGZLL	Secure Mobile Browser **per User**	**$1.88** 598955	**$22.50** 598956
	TeamViewer	D0047ZX	TeamViewer Remote Support SaaS for IBM MaaS360 **per User**	**$1.50** 625454	**$18.00** 714452

Product	SKU	Description	Plan ID	Monthly	Annual
Laptop Location	D1AM8LL	Laptop Location	598471	$0.38	
			598472		$4.50

IBM® MaaS360®Enterprise Mobility Management Professional Services				
IBM MaaS360 EEM Professional Services are not eligible for discounts.				
Product	SKU	Plan ID	Description	One-time Cost
IBM Email Setup - One Time Charge	D01XLZX	741452	Provides remotely delivered expertise and guidance in setting up and configuring the MaaS360 Email Access Gateway. The IBM consultant will participate in the discussions and setup remotely via WebEx. Through the initial conversation, the consultant will recommend the appropriate scenario to leverage, and also provide recommendations for redundancy and load balancing as needed. The consultant will assist in deploying any of the following	$730.00

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			scenarios: (1) Email gateway for any access, (2) Email gateway to allow only MaaS360 Secure Mail clients, (3) Email gateway with client authentication using corporate credentials.	
Health Check Success Service	D1RTALL	644452	IBM will assess your current deployment against your use cases, future goals, and industry best practices in a 1 day session. Receive a report with a score and recommendations on how to utilize MaaS360 to its full potential.	$2,800.00
IBM Fast Start Customer Setup Service	D1X6SLL	636958	Fast Start is required for accounts activating less than 50 licenses. Provides set up assistance during a 2-hour phone call with a MaaS360 expert	$500.00
EMM 30-Day Trial	D1P3TRL	598957	**One-Time EMM 30-Day Trial.** Customer can trial MaaS360 for 30 days. At the conclusion of the trial (but before the 30 day period ends), customer may convert the account to a paid subscription. Once the order is processed, the number of paid licenses can be provisioned to the account. Note. If the trial expires past the 30 day period customer must contact Verizon.	$0.00
Mobility Training Success Service	D1RTBLL	644453	A 2 day, curriculum based training workshop to skill up your helpdesk, operations team, and administrators on enterprise mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	$5,700.00
Quick Start Success Service	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	$14,000.00

IBM MaaS360 EMM Core Products					
Included features are determined by IBM MaaS360 UEM License Type					
Feature	**Functionality**	**Included Features by License**			
		EMM Essential	**EMM Deluxe**	**EMM Premier**	**EMM Enterprise**
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓

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App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	□	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	□	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	□	□	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	□	□	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	□	□	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	□	□	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	□	□	✓	✓

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App Security	Enforce authentication & copy/paste restrictions	☐	☐	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	☐	☐	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	☐	☐	☐	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	☐	☐	☐	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	☐	☐	☐	✓

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions and can be viewed here: http://www-03.ibm.com/software/sla/sladb.nsf/sla/saas. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

eFax Corporate

The pricing below reflects the monthly access fee discount. No further discounts apply.

eFax Corporate® is the world's leading cloud fax solution, providing state-of-the-art Digital Cloud Fax Technology (DCFT) to customers seeking an internet-based alternative to traditional paper-based fax machines.

SKU#	Description	Monthly Cost	Annual Cost
GOV_SELECT	Provides up to 2 fax numbers and up to 200 pages.	$7.99 (730005)	$86.29 (730004)
GOV_STANDARD	Up to 5 fax numbers and up to 500 pages.	$17.99 (729957)	$194.29 (729956)
GOV_PRO	Up to 10 fax numbers and up to 1000 pages per month	$35.99 (729953)	$388.29 (729952)
EFAX_OVERAGE	Overage charges for exceeding fax sent/received page allowance per month	Overage (730053)	$0.10 per page

Note: Customers must have an active email address to initiate service and receive eFax welcome email. eFax page allowance is per page (sent/received). Multiple licenses and stacking are permitted. eFax licenses on the same account will share page allowances. The

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eFax application may be used from any internet connection. eFax is compatible with One Talk service and connected multifunction printers with the eFax app installed. eFax licenses are for a 12 month term, no proration. Faxing to International phone numbers is not currently available. Government customers must use the eFax numbers provided by Verizon to receive onshore eFax support (833) 753-2563. Please also refer to the terms of service and privacy statement provided at the links below for additional governing terms.

Terms of Service
https://enterprise.efax.com/company/customer-agreement

Privacy Statement
https://enterprise.efax.com/company/privacy-policy

Akamai (Asavie Moda)

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Description	SKU Name	Plan ID	Quantity	Annual	Monthly
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75
[2]Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual) 677968 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate. Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows. [2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network.

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Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services.
Asavie Services are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Akamai (Asavie IoT Connect®)

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Annual	Monthly
IoT MPN 25 MB	IOTCMPN25MBG	677959 (Annual)	1-199	$24.22	$2.24
			200-499	$20.59	$1.91
			500-999	$18.16	$1.68
		677958 (Monthly)	1000-2499	$15.74	$1.46
			2500-9999	$14.53	$1.35
			10000+	$12.11	$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows. Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Akamai (Asavie IoT Connect® with Cloud Connect)

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

IoT MPN 25 MB CC	IOTCMPN25MBCCG	677953 (Annual)	1-199	31.46	2.99
			200-499	26.74	2.54

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		677952 (Monthly)	500-999	23.59	2.24
			1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN 150 MB	IOTCMPN150MBG	677957 (Annual) 677956 (Monthly)	1-199	$40.42	$3.74
			200-499	$34.36	$3.18
			500-999	$30.31	$2.81
			1000-2499	$26.27	$2.43
			2500-9999	$24.25	$2.25
			10000+	$20.21	$1.87
IoT MPN 150+ MB	IOTCMPN150MBPLUSG	677955 (Annual) 677954 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.78	$6.37
			500-999	$60.69	$5.62
			1000-2499	$52.60	$4.87
			2500-9999	$48.55	$4.50
			10000+	$40.46	$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network. [1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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One Talk℠ and Message+ from Verizon - Government Terms of Service

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

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

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

How the Service Works. For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

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

A. One Talk Components

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

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 6.0 or higher or from the Apple® App Store for devices with iOS 10.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the

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Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

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

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon Wireless. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi). Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

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

B. Charges

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

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection.

The following applies if you use the VZW network to connect to the Service:

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

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

One Talk Desktop App. Your download of the One Talk Desktop App will consume approximately 110 MB of data. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

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

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

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

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

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

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

Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content. Use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

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

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

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

Software. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

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

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

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

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ENTERPRISE MESSAGING TERMS OF SERVICE (PUBLIC SAFETY)

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows public safety customers (**"Customer"**) to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which Customer agrees to use and VZW agrees to provide access to EMAG. By using EMAG, Customer accepts these Terms of Service ("**TOS**"), which may be modified by VZW from time to time.

1. **Enterprise Messaging.** VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Features allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Features supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Features – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves

the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.

2. Term and TOS Termination. The term of this TOS shall be one year from the date the Customer signs the TOS (**"Effective Date"**). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

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

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

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

6. Consent Requirements. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

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

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

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

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

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

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

13. Customer Contact. Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.

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

15. Service Limitations. VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated form time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice.

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There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

16. Disclaimer and Limitation of Liability. EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

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

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

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Verizon Push to Talk Plus (PTT+) Terms and Conditions

This Agreement is between you as our Customer and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT+. By using PTT+, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time. By continuing to use the Service after VZW has notified you of changes, you're agreeing to accept those changes.

1. **Customer Agreement.** For consumers, when you signed up to be a customer of VZW, your company entered into a Customer Agreement with us and PTT+ is subject to all of the terms in that Customer Agreement. For business customers, PTT+ is subject to your company's major account agreement with VZW.

2. **How the Service Works**. You can access PTT+ in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT+ service features are available through all access methods.

2.1 **Service Features.** You can select from several PTT+ service features, including, but not limited to, the following:

- **PTT+ with Dispatch.** Verizon PTT+ with Dispatch is an application that allows instant communication to individuals or groups at the push of a button. With a dispatch console, your corporation's designated users can see group members on a map.

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 PTT+ Group Command. PTT+ Group Command brings enhanced features such as user check and discreet listening. With user check, you can check the location of a device and also check the battery strength, WiFi and cellular signal strength. With discreet listening, you can listen to a PTT+ conversation for training and other business purposes.

3. **Charges.** Your download of PTT+ will be billed according to the applicable data plan. Your use of PTT+ will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please visit http://www.verizonwireless.com/businessportals/support/faqs/DataServices/faq_push_to_talk.html.

4. **Privacy.** VZW may use information about your activity in PTT+, subject to our Privacy Policy, which can be found at http://www.verizon.com/about/privacy/.

5. **Licenses.** You have a limited, non-exclusive, non-transferable license to use PTT+ and the object code version of PTT+'s software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers. The software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available at www.verizon.com/opensource. Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

PTT+ with Dispatch and PTT+ Group Command requires use of Google Maps. Use of Google Maps within PTT+ is subject to the Google Maps Terms of Service located at http://maps.google.com/help/terms_maps.html, the Google Legal Notices located at http://www.maps.google.com/help/legalnotices_maps.html, and the Google Privacy Policy, located at http://www.google.com/privacy.html. The Google Terms of Service and Google Legal Notices may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the Google Maps Terms or Google's Privacy Policy, including all limitations and restrictions therein as may be updated by Google from time to time, you may not use PTT+. Your use of the Google Maps service within PTT+ will constitute your acceptance of the Google Maps Terms and Google's Privacy Policy

6. **Consent to Share Location Information.** PTT+ with Dispatch and PTT+ Group Command requires sharing of your Location Information (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT+). With your consent, your Location Information will be shared with your employer, for business purposes only.

7. **Additional Terms for Discreet Listening.** The discreet listening feature within PTT+ Group Command permits your employer to discreetly listen into your conversation while you are using the mobile device. By using PTT+, you consent to your mobile device being monitored by your employer and you consent to any person authorized by your employer listening into your conversation for training and other legitimate business purposes. Employers shall restrict access to the discreet listening feature of PTT+ Group Command to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

8. **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of PTT+ or any included software.

9. **Termination**. VZW may terminate or discontinue PTT+ at any time without notice, including if you breach these Terms and Conditions.

10. **Disclaimer of Warranty; Limitation on Liability.** PTT+ AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

11. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT+ in violation of any such restrictions, laws or regulations. By downloading or using PTT+, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

12. **Safety.** Please do not endanger yourself and others by using PTT+ while driving or engaging in any other activity that requires your full attention.

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Verizon Wireless Network Performance Service Addendum

1. **Service Description**. Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.

2. **Service Features**. The Service includes basic and premium features. Premium can be added for an additional fee.

   1. **Basic features**. Basic features include the following:

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1. **Ticket Tracking**. Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
2. **Unplanned Events**. Near real-time network events displayed on a map, hover over to get more details.
3. **Planned Maintenance**. Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
4. **Data Usage**. Shows the enterprise level data usage for the time period of the 15th to the 14th of each month.
5. **Device Models**. Bar chart for the top 10 devices used by the enterprise customer.
6. **Static Coverage Map**. Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.

2. **Premium features**. Premium features include all of the basic features in addition to the following:

1. **Experience**. Single device's overall performance, score trend and anomaly devices. Users can access decision tree to see components making up the score.
2. **Site Proximity**. Shows the azimuth and approximate distance for the nearest servicing nodes
3. **Near-Real Time LTE coverage**. Provides map of LTE network coverage, updated about every 15 minutes.
4. **Device Location**. Shows the general location (within 1000 meters) of connected 4G devices
5. **Connected Devices**. Number of devices connected to the network in the last one hour.
6. **Weather Overlays**. Provides weather overlays, including radar from last 2 hours.
7. **Custom map Analytics**. Check network and device analytics in a selected custom service area (Network Event Analytics and Impacted devices).
8. **Service Notifications**. Virtualized self-portal for setting up custom alert on different features.
9. **Service Diagnostics Tool**. Device level troubleshooting reports.

3. **Service Limitations**. The coverage maps depicted are not a guarantee of coverage and may contain areas with no service. These maps reflect a general depiction of predicted and approximate wireless coverage of the Verizon Wireless Network and the networks of other carriers. Even within a coverage area, there are many factors, including a customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers whose coverage depiction is based on their information and public sources, and we cannot ensure its accuracy. Although some alerts displayed on this service may generally impact your coverage area, your wireless service may not be affected. Some alerts reflect scheduled maintenance and have no impact on services. Your authorized contact will receive notifications regarding potential outage impacts.

4. **Customer Obligations.**

1. Customer should use the user's guide before contacting Verizon Wireless for support. The user's guide contains many helpful tools and can be accessed by clicking on the question mark icon in the upper right corner of the tool.
2. Customer must provide its users access to the Wireless Network Performance tool through My Business. Customer acknowledges and agrees that the provision of such access to individual users will allow such users to have access to the Device Location feature, if Customer selects the Premium option. Customer shall be solely responsible for any use by its users of that Device Location functionality, including, but not limited to, providing any training that may be required regarding the appropriate business use of such functionality and ensuring compliance with the terms of section 6 below.

5. **Fees**. Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle.

Customer acknowledges that in the event of such an upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of active Devices that are on the same profile/Company ID and billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

6. **Privacy; Notice and Consent**. **"Mobile Device"** (means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers) that Customer provides to its End Users with Verizon Wireless MTNs. **"End User"** means any person (e.g., employee, contractor) to whom Customer has provided a Mobile Device and whose Location Information can be viewed by Customer using the Wireless Network Performance Service. **"Location Information"** means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's Verizon Wireless account.

1. **Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information**. Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.
2. **Revocation of Consent**. As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn.
3. **Use and Storage of Location Information**. Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.
4. **Privacy and Safeguard Considerations**. Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.
5. **Record Retention**. Customer must maintain records of any notice, consent and revocation for as long as the Wireless Network Performance Services are in use, plus an additional five (5) years. VZW can request this information at any time and it shall be provided to VZW within seven (7) business days of request.

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7. **Customer Representations and Warranties**. Customer understands and agrees that Customer and any Customer agents and representatives may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of the Service. In addition and supplemental to Customer's compliance with laws and obligations under the Agreement, the Service must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location-Based Services.

Intrepid Services Agreement

Terms and Conditions

1. **DEFINITIONS**

In this Agreement, capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Agreement:

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"**Customer Data**" means the customer-specific data, including personal data, available to the Customer through the Service. Customer data is further defined as Generic and Unique.

"Generic Customer Data" means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.

"Unique Customer Data" means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.

"Confidential Information" means all information disclosed by one party to the other party that is identified in writing as "confidential" or "proprietary" (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).

"Devices" means all hardware devices of Customer utilizing the Service, whether provided by Intrepid or from any other third party.

"Initial Term" means the period commencing on the Effective Date and ending on the last day of the Service Period.

"Service" means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Intrepid to Customer.

"Service Period" means the period beginning on the Effective Date and continuing for the period set forth on the Order Form.

"User" means any of the Customer's employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Intrepid at Customer's request).

2. **SERVICES**

2.1 Subject to the terms and conditions of this Agreement and payment of all applicable fees and charges, Intrepid grants Customer a non-exclusive, non- transferable, revocable, limited right and license during the Term to use the Service for Customer's internal, in-house business use only within the United States of America. Intrepid reserves all rights in the Service not expressly granted herein.

2.2 Intrepid reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.

2.3 A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Intrepid.

2.4 Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Intrepid immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Intrepid immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the terms of this Agreement.

2.5 At all times during the Term of this Agreement, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local, or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions, or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.

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2.6 Customer warrants that it is legally entitled to allow Intrepid to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Intrepid products or resolve product defects.

2.7 Customer acknowledges and agrees that Intrepid shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

3. **LIMITATIONS AND RESTRICTIONS**

3.1 Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service; (b) modify, adapt or make derivative works based on the software or intellectual property used in the Service; (c) retransmit or link the Service (including “framing” or “mirroring” any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users’ compliance with the terms of this Agreement; or (d) store or transmit any Content (as defined herein) that could give rise to civil or criminal liability.

3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such software and intellectual property solely for Customer’s own internal processing operations under this Agreement, and that Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based on, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Intrepid any actual or suspected violation of this Section 3.2 and shall take all further steps reasonably requested by Intrepid to prevent or remedy any such violation.

3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.

3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content (“Content”) sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid claims no ownership of any Content that is transmitted, stored, or processed in Customer’s account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.

3.5 The Service provides functions that allow Customer and Users to control who may access Content. If Users enable the features that allow sharing Content with others, anyone with whom Content is shared (including the general public, in certain circumstances) may have access to Content. Customer hereby grants Intrepid and its agents the right to reproduce, distribute, display, and disclose Content with others authorized by Customer or its Users to view such Content as part of Intrepid’s provision of the Service to such authorized users.

3.6 Customer represents and warrants that: (a) Customer has all the rights in the Content necessary to use the Service and to grant the rights in this Agreement, and (b) the storage, use, or transmission of the Content doesn't violate any law, this Agreement, or the rights of any third parties. Customer will: (i) be solely responsible for the nature, quality, and accuracy of the Content; (ii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Content, including any notices sent by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection, and backup copies of the Content, which may include, Customer’s use of additional encryption technology to protect the Content from unauthorized access. Although Intrepid is not responsible for any Content in violation of this provision, Intrepid may delete any Content in violation of any provision in this Agreement of which it becomes aware, at any time without notice. Customer must immediately notify Intrepid in writing of any unauthorized use of (a) any Content (b) any User account, or (c) the

Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer or its Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Intrepid with such cooperation and assistance related to any such unauthorized use as Intrepid may reasonably request.

3.7 If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any User or person, Customer must notify Intrepid immediately. Intrepid may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User profiles. Because situations and interpretations vary, Intrepid also reserves the right not to take any action. Under no circumstances will Intrepid be liable in any way for any data or other Content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

4. **PROPERTY RIGHTS**

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or with permission or at the request of Customer or its Users for purposes such as assisting in customer operations, performing customer-specific analysis, or improving Intrepid's products. Customer explicitly grants Intrepid the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Intrepid is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Intrepid during the Term of this Agreement, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. This Agreement does not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under this Agreement), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Intrepid.

5. **WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS**

5.1 Intrepid warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Intrepid shall, at its option, repair or replace the nonconforming elements of the Service. Intrepid shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. If at any time Customer becomes unsatisfied with the Service, Customer's sole remedy is to cease using the Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND INTREPID, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTREPID AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES INTREPID (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

5.2 INTREPID, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS PERFORMANCE, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER TO INTREPID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR $25,000.

5.3 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

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5.4 Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in this Agreement are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that Intrepid has set the pricing for the Service and other fees and charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

5.5 Intrepid shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by this Agreement violates any proprietary rights of such third party. This Section 5.5 states Intrepid's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.

5.6 Customer shall indemnify Intrepid, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Intrepid relating to or arising out of a claim alleging that Intrepid's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).

5.7 In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Intrepid, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.

5.8 In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim, (b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

6. CONFIDENTIALITY AND DATA PROTECTION

By virtue of this Agreement, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 7 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the recipient's possession or known by it, without restriction, prior to receipt from the disclosing party, or (iii) was rightfully disclosed to the receiving party by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations

under this Agreement. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.

7. **TERM AND TERMINATION**

7.1 This Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below.

Either party may terminate this Agreement upon notice to the other party if the other party materially breaches this Agreement and such breach is not remedied within 30 days of such notice, except for breaches relating to non-payment for which such cure period shall be 5 business days.

Either party may terminate this Agreement immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction.

Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession. Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

7.2 Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement in accordance with their terms.

8. **EXPORT**

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re- export. Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

9. **MISCELLANEOUS**

9.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Intrepid is not responsible for any delays, delivery failures, or any loss or damage resulting from the same. Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Intrepid hereunder.

9.2 Intrepid may reference Customer's status as a user of the Service on Intrepid's website, in marketing materials and in sale presentations.

9.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.4 Customer may not assign or transfer any of its rights or obligations under this Agreement in whole or in part without Intrepid's prior written consent. Intrepid may freely assign, transfer, and sub-contract this Agreement and any or all of its obligations herein.

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9.5 This Agreement shall not be amended or modified except in a writing executed by the duly authorized representatives of Intrepid and Customer.

9.6 If any provision of this Agreement is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of this Agreement will remain in full force and effect.

9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery;

(b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

9.8 This Agreement forms the entire understanding of the parties in respect of the matters dealt with in it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

9.9 This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to this Agreement shall be brought in the courts of Orange County, Florida or in the U.S. District Court for the Middle District of Florida, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.

9.10 The parties acknowledge that they are familiar with transactions of this nature and agree that the fact one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of, or against, such party.

9.11 The parties hereto are independent contractors and this Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party to any third party.

9.12 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be an original.

Verizon Wireless Private Network Terms and Conditions

Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.
Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.
Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges**.**
Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.
IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO

service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

efax

EXHIBIT F

GOVERNMENT RIDER TO SUPPLIER

END USER LICENSE AGREEMENT AND TERMS OF SERVICE

1. This Government Rider ("Rider") and attached commercial supplier agreement (e.g. terms of sale or lease, Terms of Service, End User License Agreement, or another similar legal instrument or agreement) as defined in 48 C.F.R. 502.101 ("CSA"), regardless of the media or delivery mechanism used to deliver the CSA, establish the terms and conditions enabling Verizon to provide software and/or services to Government agencies ("Government"). Section 22 applies to licensees under a state or local agency Master Contract, if applicable.

2. Applicability. The CSA is a part of a contract between the Supplier and the Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

3. End user. The CSA shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

4. Law and disputes. The CSA is governed by Federal law and any language in the CSA on the following subjects that is different from that prescribed by applicable Federal law is hereby deleted:

   a. Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws.

   b. Any language requiring dispute resolution in a specific forum or venue.

   c. Any language prescribing a different time period for bringing an action in relation to a dispute.

5. Continued performance. Subject to FAR 52.212-4(f) Excusable delays, Supplier shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed herein. If Supplier believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in the prime contract Disputes clause.

6. Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to the CSA, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable

or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.

7. Updating terms. After award, the contractor may unilaterally revise CSA terms if they are not material. A material change is defined as: (1) terms that change the Government's rights or obligations; (2) terms that increase Government prices; (3) terms that decrease overall level of service; or (4) terms that limit any other Government right addressed elsewhere in the prime contract. For revisions that will materially change the terms of the contract, the revised CSA must be incorporated into the contract using a bilateral modification. Any CSA terms revised unilaterally subsequent to award that are inconsistent with any material term or provision shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

8. No automatic renewals. If any license or service tied to periodic payment is provided in the CSA (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

9. Indemnification. Any clause of the CSA requiring the Supplier to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516.

10. Audits. Any clause of the CSA permitting the commercial supplier or licensor to audit a Government end user's compliance with this agreement is hereby amended as follows: (A) discrepancies found in an audit may result in a charge to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order; (B) this charge, if disputed by the ordering activity, will be resolved in accordance with the prime contract's Disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process; (C) any audit requested by the contractor will be performed at the Supplier's expense, without reimbursement by the Government or Verizon.

11. Taxes or surcharges. Any taxes or surcharges which Supplier seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

12. Non-assignment. The CSA may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of GSAR 552.212-4.

13. Confidential information. If the CSA includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act (FOIA). Notwithstanding anything herein to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

14. Unilateral Termination. Subject to FAR 52.212-4(f) Excusable delays (JUN 2010), unilateral termination by Supplier does not apply to a Government order. All clauses in the CSA referencing such rights are deleted.

15. Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the CSA are deleted.

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16. Customer Indemnities. All CSA clauses requiring Customer Indemnities (as applicable to the Government) are deleted.

17. Future Fees or Penalties. All CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. §1341, 41 U.S.C. § 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. § 3901, 5 U.S.C. § 504 are deleted.

18. Third Party Terms. Should the Government require any modification to the CSA outside of this Rider, the supplier and/or third party manufacturer will be brought into the negotiation.

19. Limitation of Liability: Verizon, Supplier and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Verizon, Supplier and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

20. Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any Government entity is prohibited.

21. Public Access to Information. Supplier agrees that this Rider and the CSA contain no confidential or proprietary information and acknowledges they will be available to the public.

22. Harmonization with State & Local Contracts. To the extent the CSA is part of a Master Contract with any state or local government entity ("Master Contract"), the foregoing provisions are modified as follows:

a. Acceptance. Date of acceptance shall be governed by the Master Contract, and if silent as to such matters, the date of acceptances shall be the date of first use by an authorized end-user.

b. Choice of Law. Section 4 hereof shall be governed by the choice of law provisions of the Master Contract.

c. Contracting Officer. References to the term "Contracting Officer" shall mean the procurement officer or other person designated as the state entity's administrative or contracting authority under the Master Contract.

d. Laws and Regulations. All references to Federal laws and regulations in this Rider shall be interpreted as incorporating their state and local equivalents in lieu of such Federal references.

23. If any language, provision, or clause of the CSA conflicts or is inconsistent with this Rider, the language, provisions or clause of this Rider shall prevail to the extent of such inconsistency.

24. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

https://enterprise.efax.com/company/terms-and-conditions

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EULA for Asavie Moda on Verizon - Government

End User License Agreement

Written by Mollie
Updated over a week ago

This End User License Agreement ("**Agreement**") is a legal agreement between Government Customer ("You"/"Your" or "you"/"your") and Asavie Technologies, Inc. ("**Asavie**") which governs your access to and use of the Moda service. Your use of the Moda service and any official apps relating to the Moda service is subject to the terms of this Agreement as set out below [which include our Privacy Statement here and Cookie Statement here]. Your right to use the Moda service is expressly conditioned on acceptance of this Agreement.

1. Information about us

Asavie is a corporation organized under the laws of Delaware and having its address at 3455 Peachtree Road, Atlanta, Georgia, 30326, United States. If you have any questions about this Agreement, the Privacy Statement, the Cookie Statement and any other terms or conditions in relation to the Moda service, please contact us at vzwsupport@asavie.com.

2. Subject to the terms of this Agreement, Asavie hereby grants you a limited, personal, revocable, non-exclusive, non- transferable, non-sublicensable license to access, install and use the Moda service (including any software components that may be downloaded onto your devices or computers, or onto those of your end users, defined below) solely for your internal business purposes as permitted in these terms. Subject to the limited rights expressly granted above, Asavie reserves all right, title and interest in and to the Moda service, its underlying technology, and all intellectual property and proprietary rights therein. You acknowledge that no rights are granted

to you other than as expressly set forth in this Agreement. You agree to abide by all applicable national and international laws in connection with the use of the Moda service, including those related to data protection, privacy, international communications and the transmission of technical or personal data. You further acknowledge that these terms do not apply to any third-party service providers and your use of those services may require you to agree to additional terms with Asavie and/or the third party service provider. In particular, you acknowledge and agree that the use of a Wi-Fi network will be subject to the terms and conditions of the provider of that Wi-Fi network. Asavie shall not be liable for any failure to use the Moda service and/or loss suffered by you as a result of the use of a Wi-Fi network. You acknowledge that if you use the [DNS Services], such services will be part of the Moda services for the purposes of this Agreement and the terms and conditions of this Agreement shall govern your and your end users' use of the [DNS Services].

3. Responsibilities

You acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the Moda services, and notify Asavie if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the Moda service. Asavie is not responsible for your actions on the network and/or Wi-Fi.

The Moda service may include the ability to send SMS notifications to your end- users. You are solely responsible for notifying your end-users that you may send them SMS notifications and that standard rates for receiving such notifications may apply. You shall only use the SMS notification functionality in the Moda services for notices reasonably related to the Moda service. You undertake that you shall only send SMS notifications where permitted to do so by applicable law.

The Moda service may also include mobile device management ("MDM") services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law.

In relation to the use of the Moda service, you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not licence, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Moda service, whether in whole or in part, or any content displayed on the Moda service.
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Moda service.
4. You shall not access or view the Moda service in order to build a similar or competitive website, product, or service to the Moda service.
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Asavie customers.
6. You shall not install and/or use the Moda service on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the Moda service.
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Asavie (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party).
10. You shall not use the Moda service in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect.
11. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.

12. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Moda service in any form or by any means, except as otherwise permitted in this Agreement.
13. Your use of the Moda service must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
14. You shall not use the Moda service to upload, post, share or otherwise make available on the Moda service any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.
15. You shall display and retain all copyright and other proprietary notice on the Moda service (or on any content displayed on the Moda service) and such must be retained on all copies thereof.
16. You shall not use the Moda service to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.
17. You shall not attempt to gain unauthorized access to the Moda service, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the Moda service and the server. You shall not attack the Moda service via a denial of service attack. You will not misuse the Moda service by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offence and Asavie may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the Moda service will cease immediately.
18. You shall not use the Moda service to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
19. You shall provide Asavie with accurate and complete information and acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
20. You shall not access the Moda service through the use of any mechanism other than through the use of an authorized connection.
21. You shall use reasonable endeavours to prevent any unauthorized access to, or use of, the Moda service and, in the event of any such unauthorized access or use, immediately without delay notify Asavie in writing by email to vdzsupport@asavie.com, and shall immediately without delay telephone Asavie to ensure the email communication has been received.

4. Enforcement Rights

Asavie is not obligated to monitor the access or use of the Moda service, but Asavie reserves the right to do so for the purpose of operating the Moda service, to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Asavie may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Asavie may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. Asavie reserves the right to investigate any violation of these terms and any conduct that negatively affects the Moda service .

5. Data Protection

For the purposes of this clause, "personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of Asavie.

As part of the Moda service, Asavie and its affiliates may collect and process data including, without limitation, the following (which may include personal data): device number (MSISDN), time and date of use of device when using mobile data or Wi-Fi, amount of data sent and received, location of access, websites accessed and the type of website accessed, website access attempts blocked and the type of website access attempt blocked due to policy enforcement actions. For managed devices (i.e., devices where Moda is used as the mobile device manager), then Moda may collect the names of applications installed on the device. The application name data will only be

collected if you enable the App Control feature in the Moda management portal. You understand that such data will be transmitted and you consent to its usage as described herein.
Asavie (and its affiliates) will only act on the instructions of your named primary administrator regarding the processing of personal data which you have provided to Asavie for the purposes of receiving and operating the Moda service. Asavie will comply with your instructions as to how you want Asavie to use such personal data, subject always to applicable laws.
Asavie will ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. Although Asavie has undertaken these measures, Asavie cannot guarantee that your personal data is secure when it is sent or transferred by unsecured means.
You acknowledge and agree that Asavie and its affiliates (being any related entity, subsidiary or holding company of Asavie) is required to make use of data (which may include personal data) sent from end-users' devices and computers in order to perform the Moda service. You further acknowledge and agree that Asavie and its affiliates may also make use of this data to generate anonymous statistical data for product development and marketing purposes.
You acknowledge and agree that Asavie may sometimes disclose the above data to agents (being any person or entity authorized by Asavie to act on its behalf), resellers and/or services providers appointed by Asavie who provide services to Asavie in respect of the Moda service. In addition, Asavie may disclose such data, including personal data, in response to a court or administrative order, subpoena, discovery request or other lawful process, or otherwise, in Asavie's sole discretion, to protect the Moda service or you or any end user.
In no event shall Asavie, its affiliates, employees, agents and/or distributors be liable for any costs, expenses or liabilities arising out of any breach of this clause 5.

6. Service Updates

We reserve the right to update, change, discontinue (temporarily or permanently) any feature or component of the Moda service. By continuing to use the Moda service you accept the updates and changes to the Moda service including any changes to or removal of features or components, provided that such update, change or discontinuity does not materially change or decrease the overall functionality of the Moda service . You agree that your obligations (including without limitation your payment obligations) are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Asavie is not liable to you or any third party for any update, change, suspension, discontinuance of any feature or component of the Moda service. Asavie reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed without your notice.

7. Limitation of Liability

To the fullest extent permitted by law, nothing in this Agreement shall exclude or limit Asavie's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Asavie or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the Moda service even if Asavie or its suppliers have been advised of the possibility of such damages, or such loss or
damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Asavie resulting from your improper or illegal use of the Moda service.
In no event shall Asavie, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the Moda service be liable for any loss or damages resulting from the conduct of, or products and/or services offered by, any third party on or in relation to the Moda service or from the content posted, shared and/or uploaded by any third party to the Moda service.

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In no event shall Asavie's or its affiliates, suppliers' or licensors liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amounts actually paid by you to Asavie in connection with the Moda service.

8. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ASAVIE AND ITS AFFILIATES, SUPPLIERS AND LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE MODA SERVICE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE MODA SERVICE. THE MODA SERVICE IS PROVIDED "AS IS." ASAVIE ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the foregoing, Asavie does not warrant that the Moda service is free from errors or that you will be able to access and use the Moda service without problems or interruptions. Asavie make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Moda service or any information or content on the Moda service. Some states do not allow the disclaimers, limitations of liability or indemnification provisions in this agreement, so they may not apply to you. Without limiting the generality of the preceding sentence, the disclaimers, limitations of liability and indemnification provisions of this agreement do not apply to New Jersey residents.

10. Cookies

The Moda portal makes use of cookies to support analysis and understanding of how people interact with the portal and provide tailored digital support. We perform this analysis to help us improve the user interface and user experience of the Moda portal and provide proper contextual help to portal users.

Asavie uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

The data collection and reporting behind this analysis is currently provided by Google Analytics and Intercom. Please note that if you disable your Web browser's ability to accept cookies, the Intercom Messenger and contextual help tools will not be able to launch properly. The portal and the service will remain functional. Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our cookies statement here.

11. General

This Agreement will be governed by Federal law or the law of the state of the Government customer, as applicable, without regard to its conflicts of laws rules. This Agreement (and any associated order form or other agreements referenced herein) constitutes the entire agreement between you and Asavie with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third party beneficiary rights. Asavie's failure to enforce a term of this Agreement is not a waiver of its right to do so later. If a term is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under this Agreement, and any such attempt will be void. Asavie may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Moda service. Upon termination for any reason: all rights granted to you under this Agreement shall cease; you must cease all activities authorized by this Agreement and you must immediately delete, remove and cease access to the Moda service from all devices on which the Moda service has been installed and all copies of the Moda service then in your possession, custody or control. Asavie may also require that you provide it with evidence of compliance with this provision.

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Zero Trust Dynamic Access (iboss, Inc.)

End User License Agreement

The Verizon Secure Cloud Gateway constitutes a resale of the iboss Distributed Gateway Platform (together with any related Implementation Services, "**Services**") provided by iboss, Inc. ("**iboss**") and is subject to the terms and conditions in this EULA. To the extent that these terms are inconsistent with the applicable State terms, these terms will govern each Purchasing Entity's use of the Services.

1. **Access Rights**. Subject to the terms and conditions of this End User License Agreement ("Agreement"), iboss, Inc. ("Supplier") hereby grants to Customer ("End User"), during the term of the applicable order for the Supplier services (the "Services") between Verizon and End User (the "Order"), a non-exclusive right to access and use the Services set forth in the Order solely for End User's internal business purposes and in accordance with the applicable User Documentation and Supplier's Acceptable Use Policy located at www.iboss.com/acceptable-use-policy (as may be amended from time to time).

2. **Restrictions**. End User is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. The rights granted to End User in this Agreement are subject to the following restrictions: (a) End User shall not license, sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Services or Supplier products ("Products"), or make the Services or Products available to any third party; (b) End User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services or Products, except and only to the extent that such activity is expressly permitted by applicable law; (c) End User shall not access the Services or Products in order to build a similar or competitive product or service or extend term of the license granted hereunder; (d) except as expressly stated herein, no part of the Services or Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; (e) End User shall not interfere with, disrupt, alter, translate, or modify the Services or Products, or create an undue burden on the Services or networks or services connected to the Supplier Services; (f) End User shall not sublicense any of its rights under this Agreement or use or allow the use of the Services or Products for rental or in the operation of a service bureau or time-sharing arrangement; (g) End User shall not, and shall not allow or assist third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Services or Products without Supplier's prior written approval, such approval to be withheld, delayed or conditioned in Supplier's sole discretion; and (h) End User shall preserve all copyright and other proprietary rights notices in the Services and Products and all copies thereof.

3. **End User Obligations**. End User agrees to take all reasonable steps to safeguard the Services and Products and the login credentials related thereto to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution in any form is made. End User hereby acknowledges and agrees that the Services and Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying of same would be harmful to Supplier. End User shall hold in confidence, and shall not disclose (or permit or suffer its users to disclose) non-public information regarding features, functionality and performance of the Services or Products to any third party ("Confidential Information"). End User may use Confidential Information only for the purpose for which it was disclosed and, except as expressly permitted herein, shall not use or exploit such Confidential Information for its own benefit or the benefit of a third party. The foregoing confidentiality and non-use obligations shall be in addition to, and not in lieu of, any other confidentiality and non-use obligations set forth in this Agreement. End User hereby represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Services and Products and any other End User's activities in connection with this Agreement.

4. **Hardware**. Supplier will ship to End User any hardware set forth in the Order. Parts for hardware may be new or refurbished. Spare parts may also be new or refurbished. All hardware is leased and not purchased. Upon expiration or termination of this Agreement, End User must return hardware to Supplier within seventy-two (72) hours. Hardware returned after thirty (30) days of the expiration or termination date will not be accepted. End User shall be liable to, and agrees to pay Supplier for the cost of replacing or fixing hardware lost or returned damaged, as determined in Supplier's sole discretion, or attempted to be returned after thirty (30) days.

5. **Updates**. Supplier may revise, update, upgrade or discontinue any Services or Products at any time, without prior notice to End User. If during the Term, Supplier ceases to make available any Services or Products due to a discontinuance by Supplier of such Services or Products, Supplier will provide a pro rata refund to End User for any prepaid fees paid by End User for the applicable Services or Products based on the amount of time remaining in the applicable term. During the Term, Supplier may, in its sole discretion, provide End User with updates or upgrades. Supplier is not obligated to provide any updates or upgrades to the Services or Products. Any future release, update, or other addition to functionality of the Services or Products shall be subject to the terms of this

Agreement, unless Supplier expressly states otherwise.

6. **Implementation Services**. Supplier provides certain implementation services (the "Implementation Services") to enable and optimize the End User's use of the Products and Services. Supplier agrees to employ commercially reasonable efforts to complete the deployment of the Products and Services within a specified period of time, however End User understands and agrees that such deployment might not be completed at the end of the Implementation Services engagement, and that additional Implementation Services, including purchased Implementation Services, may be required to complete the deployment. For any Implementation Services that Supplier provides to the End User, Supplier warrants that the Implementation Services will be performed in a professional and workmanlike manner and that Supplier has the required skills and experience to perform the Implementation Services. If End User believes that the foregoing warranty has been breached, End User must notify Verizon of the breach no later than thirty (30) days following the date the Implementation Services were provided, and provided that a breach has, in fact, occurred, Supplier will promptly correct or re-perform the Implementation Services on behalf of Verizon at its own expense.

7. **Ownership**. End User acknowledges and agrees that all right, title and interest in and to the Supplier Services and Products (excluding any End User Data (defined below)), including all modifications thereto and configurations thereof, and all of Supplier's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to End User by Supplier in providing the Services and Products and all derivatives thereof, are and shall remain Supplier's or its licensors'. Supplier's name, all Supplier logos, and the product names associated with the Services and Products are trademarks of Supplier or third parties, and no right or license is granted to End User to use them except as expressly set forth herein.

8. **End User Data**. End User retains all right, title and interest in and to the End User Data. End User hereby grants Supplier a non-exclusive, royalty-free, non-sublicensable (except as expressly permitted hereunder) and non-assignable (except as assigned as part of this Agreement) right and license to copy, modify, distribute, display and otherwise use the End User Data, (a) as necessary to make available the Services and as required by applicable law and/or (b) on an anonymized basis for its internal business purposes, including to improve and maintain Supplier's products and services. For purposes of this Agreement, the term "End User Data" means data or information of or related to End Users, including but not limited to data or information supplied by Verizon or an End User to Supplier in any report, Order or other communication related to the sale, establishment, billing, maintenance and/or use of the Products or Services, call detail information, Customer Proprietary Network Information or "CPNI" as defined in Section 222 of the Communications Act of 1996, as amended, Personal Information or "PII," and private information of End Users and/or prospective End Users, and the respective employees, customers, or authorized users of such End Users and their affiliates.

9. **Export**. End User shall not export, re-export or import the Services or Products or any portion thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control or any other United States or foreign agency or authority.

10. **Disclaimers**. The Services and Products are provided to End User on an "as-is" basis. Additionally, Supplier and its licensors disclaim all express, implied or statutory warranties relating to the Services and Products, including but not limited to, merchantability, fitness for a particular purpose, title, and non- infringement. Supplier does not represent or warrant that the Services or Products or any networks, software, or systems used with such Services or Products will be free from vulnerability, intrusion, attack, or other damage.

11. **Limitation of Liability**. To the maximum extent permitted by law, neither Supplier nor its licensors shall be responsible or liable to End User for any indirect, incidental, special, punitive, exemplary, or consequential damages including, but not limited to loss of revenues and loss of profits even if advised of the possibility of such damage. To the maximum extent permitted by law, Supplier's aggregate cumulative liability for any cause whatsoever hereunder shall not exceed the greater of fifty dollars ($50.00) or the amount paid by End User for the Services and Products during the 12 months immediately prior to the date on which the incident occurred. The limitations set forth in this section will apply whether an action is in contract or tort and regardless of the theory of liability.

12. **Indemnification**. End User shall indemnify, defend, and hold Supplier and its directors, officers, agents and employees harmless from and against any and all claims, damages, liabilities, judgments, costs, expenses (including legal costs and reasonable attorney fees) resulting from a claim, suit, action, or proceeding brought by any third party that arises out of or results from a claim (a) alleging that the End User Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, (b) arising out of End User's use of the Services or Products in breach of this Agreement, or (c) violation of any applicable law or regulations.

13. **Suspension**. In addition to exercising any other rights available to it under this Agreement or otherwise under law, Supplier may

suspend End User's access to the Services if End User breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof.

Absolute (NetMotion) Terms of Use & Legal Notices

Note: Please read these Legal & Copyright terms carefully.
By viewing, downloading or otherwise using any materials published on this website ("Site"), you agree to be bound by these terms. If you do not agree to the terms set forth herein ("Terms"), do not use this Site. This Site is owned and managed by NetMotion Software, Inc. ("NetMotion Software").

Materials Available on This Site

Software

NetMotion Software and/or its suppliers own the copyright to any software available for you to download from this Site ("Software"). Your use of the Software is governed by the terms of the End User License Agreement which accompanies or is included with the Software ("EULA"). You may install any Software that is accompanied by or includes a EULA only if you first accept the terms of the EULA. Any patches downloaded from this Site are subject to the terms of the EULA which accompanied the software to which the Patch applies. You may not copy the Software onto any publicly distributed bulletin board or network or broadcast the Software in any media.
The Software may contain or be distributed along with software code or products from third parties ("Third Party Software"). Any Third Party Software that is associated with a separate license agreement ("Third Party License") is provided under the terms of that Third Party License. In any event, the terms of any Third Party License shall apply to the software code or product of the named third party and do not extend to any other portion of the NetMotion software.

End User License Agreements

Mobility

- NetMotion Mobility® End User License Agreement: Version 12.x
- NetMotion Mobility® End User License Agreement: Version 11.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 11.x
- NetMotion Mobility® End User License Agreement: Version 10.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 10.x
- NetMotion Mobility® Third-Party Software License Agreements: Version 9.50
- NetMotion Mobility® Third-Party Software License Agreements: Version 9.2x

Diagnostics

- NetMotion Diagnostics® End User License Agreement: Version 4.0
- NetMotion Diagnostics® Third-Party Software License Agreements: Version 4.0
- NetMotion Diagnostics® End User License Agreement: Version 3.20 to 3.3x
- NetMotion Diagnostics® Third-Party Software License Agreements: Version 3.20 to 3.3x
- NetMotion Locality™ End User License Agreement: Version 2.x to 3.10
- NetMotion Locality™ Third-Party Software License Agreements: Version 2.x to 3.10

Mobile IQ

- NetMotion Mobile IQ® End User License Agreement: Version 3.0
- NetMotion Mobile IQ® Third-Party Software License Agreements: Version 3.0

ATTACHMENT E3
PRICING

- NetMotion Mobile IQ® End User License Agreement: Version 2.0
- NetMotion Mobile IQ® End User License Agreement: Version 1.0

Other Materials

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NetMotion products are protected by one or more of the following U.S. patents: 6,546,425; 6,826,405; 6,981,047; 7,136,645; 7,293,107; 7,574,208; 7,644,171; 7,778,260; 7,882,247; 8,060,656; 8,078,727; 8,276,035; 8,438,619; 9,083,622; 9,262,370; 9,473,925; 9,959,244; 9,965,440; 9,971,732; 9,990,331; 10,031,885; 10,103,966; 10,198,398. Other U.S. and foreign patents pending.

ATTACHMENT E4

VALUE ADD OFFERINGS

Intentionally left blank.

ATTACHMENT E5

THIRD PARTY TERMS

Intentionally left blank.

ATTACHMENT F
EXCEPTIONS

The Solicitation is hereby amended as set forth below and supersedes all prior exceptions submitted by Verizon or discussed by the parties.

REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE

Term & Section	Language
	Attachment B
Attachment B, State of Oklahoma General Terms, Contract Effectiveness and Order of Priority (Section 2.2, pg. 2)	Section 2.2 shall be modified as follows: Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence: **A.** Any Amendments **B.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract; **C.** the terms contained in this Contract Document; **D.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law; **E.** any statement of work, work order, or other similar ordering document as applicable; and **F.** other mutually agreed Contract Documents; and **G.** any applicable Solicitation
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.21, pg. 5-6)	Section 4.21 shall be modified as follows: Work Product means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date for the Customer's sole use including but not limited to such … and which are or were created, prepared, developed, invented or conceived solely for the use of benefit of Customer in connection with this Contract.

Attachment B, State of Oklahoma General Terms, Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8.1, pg. 9-10)	Section 8.1 shall be modified as follows: As a condition of this Contract, Supplier shall procure at its own expense, and provide certificates of insurance as proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of the Supplier and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall provide the State with thirty (30) days prior written notice of cancellation of any required coverage. The State shall be evidenced as certificate holder, and Supplier shall promptly provide proof to the State of any renewals or changes that reduce coverage to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows: A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law; B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence; C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident; D. If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and E. Additional coverage required in writing in connection with a particular Acquisition.

Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.9, pg. 13)	Section 9.9 shall be modified as follows: Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof that may impact the delivery of products and services under this Contract, involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
Attachment B, State of Oklahoma General Terms, Audits and Records Clause (Section 10.1, pg. 13)	Section 10.1 shall be modified as follows: As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
Attachment B, State of Oklahoma General Terms, Confidentiality (Section 11.6, pg. 15)	Section 11.6 shall be modified as follows: The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for State data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
Attachment B, State of Oklahoma General Terms, Survival (Section 26.13, pg. 24)	Section 26.13 shall be modified as follows: Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations for the period prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

Attachment C	
Oklahoma Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.1 and 6.2, pg. 2-3)	Section 6.1 and 6.2 shall be deleted and replaced with the language below: Transactions that occur under the terms of this Contract the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Contract. Contract shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancelation of the Contract. Oklahoma Admin Fees shall not be reflected as a separate line item in the Supplier's billing to state agencies and authorized users. Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above. Supplier agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Supplier's submitting payment of the Oklahoma Admin Fee. To ensure payment is properly accounted for, Supplier shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number (ii) Oklahoma Admin Fee amount(s) paid, and the applicable quarterly reporting period.
Oklahoma Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.3 v., pg. 3-4)	Section 6.3 Section v shall be modified as follows: **a.** Procuring entity; **b.** Order date; **c.** Purchase Order number or note that the transaction was paid by Purchase Card; **d.** Product manufacturer or type of service; **e.** Manufacturer item number, if applicable; **f.** Product description; **g.** General product category, if applicable; **h.** Quantity; and **i.** Other Contract usage information requested by the State.

Attachment D	
Information Technology Terms, Definitions (Section 1.1, pg. 1)	Section 1.1 shall be modified as follows: **COTS** means products and services that are commercial off the shelf.
Information Technology Terms, Definitions (Section 1.2, pg. 1)	Section 1.2 shall be modified as follows: **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any information of Supplier.
Information Technology Terms, Definitions (Section 1.5, pg. 1)	Section 1.5 shall be modified as follows: **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
Information Technology Terms, Definitions (Section 1.9, pg. 2)	Section 1.9 shall be modified as follows: **Security Incident** means the material attempt or unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
Information Technology Terms, Definitions (Section 1.11, pg. 2)	Section 1.11 shall be modified as follows: **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier or its licensors other than those developed exclusively for Customer, at Customer's expense, outside Supplier's provision of Work Product for Customer under the Contract and those created, prepared, developed, invented or conceived by any Customer personnel

Information Technology Terms, Definitions (Section 1.12, pg. 2)	Section 1.12 shall be modified as follows: **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract,
Information Technology Terms, Definitions (Section 1.13, pg. 2)	Section 1.13 shall be modified as follows: **Work Product means** any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date for the Customer's sole use including but not limited to such … and which are or were created, prepared, developed, invented or conceived solely for the use of benefit of Customer in connection with this Contract
Information Technology Terms, Intellectual Property Ownership (Section 11.1, pg. 7)	Section 11.1 shall be modified as follows: State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: As between Supplier and Customer, the Work Product, and Intellectual Property Rights therein, are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all such Intellectual Property Rights in and-to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

Information Technology Terms, Intellectual Property Ownership (Section 11.2, pg. 7)	Section 11.2 shall be modified as follows: State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights-in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form reasonably determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.
Information Technology Terms, Intellectual Property Ownership (Section 11.5, pg. 8)	Section 11.5 shall be modified as follows: State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein–and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

Information Technology Terms, Intellectual Property Ownership (Section 11.6, pg. 8)	Section 11.6 shall be modified as follows: State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
Information Technology Terms, Intellectual Property Ownership (Section 11.10, pg. 9)	Section 11.10 shall be modified as follows: State and Supplier agree that Supplier is not planning to provide Customer customized computer software developed or modified exclusively for a state agency or the State. Should Supplier and State explicitly agree, in writing, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such
Information Technology Terms, Change Management (Section 13, pg. 10)	Section 13 shall be modified as follows: When a scheduled change is made to products or services controlled by the Supplier and provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks prior written notice of such change through Supplier's Network notification platform. When the change is an emergency change, Supplier shall provide prior written notice of the change through Supplier's Network notification platform as soon as reasonably practicable. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State. Customer must register on Suppliers Network notification platform to receive the notifications described in this section.

Information Technology Terms, Service Level Deficiency (Section 14, pg. 10)	Section 14 shall be deleted in its entirety.

ATTACHMENT F1

STATE OF OKLAHOMA CONTRACT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS RESULTING FROM SOLICITATION NO. 0900000550

Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA

by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____

Procurement Master Agreement

Final Audit Report 2024-12-18

Created:	2024-12-17
By:	Courtney Templeton (courtney.templeton@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACW_cVZ7FwDMKTNF4Whwdd2vz-08JVxf-

"Procurement Master Agreement" History

Document created by Courtney Templeton (courtney.templeton@omes.ok.gov)
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2024-12-17 - 10:04:19 PM GMT

Email viewed by Riki Jones (riki.jones@verizonwireless.com)
2024-12-18 - 2:34:28 PM GMT

Document approved by Riki Jones (riki.jones@verizonwireless.com)
Approval Date: 2024-12-18 - 2:34:51 PM GMT - Time Source: server

Document emailed to Todd Loccisano (todd.loccisano@verizonwireless.com) for signature
2024-12-18 - 2:34:54 PM GMT

Email viewed by Todd Loccisano (todd.loccisano@verizonwireless.com)
2024-12-18 - 3:51:49 PM GMT

Document e-signed by Todd Loccisano (todd.loccisano@verizonwireless.com)
Signature Date: 2024-12-18 - 3:53:07 PM GMT - Time Source: server

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2024-12-18 - 3:53:16 PM GMT

Email viewed by Aleta Seaman (aleta.seaman@omes.ok.gov)
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Document e-signed by Aleta Seaman (aleta.seaman@omes.ok.gov)
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