

**VERIZON WIRELESS LIMITED DISTANCE LEARNING AUTHORIZED
CUSTOMER AGREEMENT**

This agreement (“Authorized Customer Agreement” or “Agreement”) is made by and between Cellco Partnership/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement (“Verizon Wireless”) and Iowa City Community School District, having its principal place of business at 2255 N Dubuque Road Iowa City Iowa 52245 (“Authorized Customer” or “Customer”), a Qualifying Library or School (as defined below).

Whereas, Verizon entered into an agreement (“LAUSD Agreement”) with the LOS ANGELES UNIFIED SCHOOL DISTRICT (“LAUSD” or the “District”) where Verizon agreed to extend negotiated pricing for “ANYTIME-ANYWHERE LEARNING INITIATIVE” DATA PLAN and EQUIPMENT OFFERING(S)” to K-12 public schools and public libraries in Alaska, Arizona, Colorado, Hawaii, Idaho, Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Montana, North Dakota, Nebraska, Nevada, New Mexico, Ohio, South Dakota, Texas, Utah, and Wisconsin (each a “Qualifying Library or School” and together “Qualifying Libraries and Schools”) purchase “ANYTIME-ANYWHERE LEARNING INITIATIVE” DATA PLAN and EQUIPMENT OFFERING(S)” at discounted rates.

Whereas Verizon and Authorized Customer have agreed to the sale of the negotiated “ANYTIME-ANYWHERE LEARNING INITIATIVE” DATA PLAN and EQUIPMENT OFFERING(S)” to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

1. Definitions:

- 1.1. Effective Date:** The date that this Agreement is signed by the last Party to sign below.
- 1.2. Equipment:** Equipment necessary to provide the “ANYTIME-ANYWHERE LEARNING INITIATIVE” DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
- 1.3. Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
- 1.4. Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
- 1.5. Wireless Service:** The “ANYTIME-ANYWHERE LEARNING INITIATIVE” data service and plan.

2. Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until March 12, 2029, or such earlier or later date the LAUSD Agreement terminates. The minimum line term is three (3) months; thereafter, services are on a Month-to-Month basis. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

3. Purchases by Customer: The Los Angeles Unified School District (“LAUSD”) negotiated rates for the “ANYTIME-ANYWHERE LEARNING INITIATIVE” DATA PLAN and EQUIPMENT OFFERING(S) may be made available to Qualified Libraries and Schools, subject to the following and the terms of this Agreement. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. LAUSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the LAUSD Agreement for the products and services described in this Agreement, and no other provision.

4. Purchases made under this Authorized Customer Agreement will only be used to support Qualifying Libraries and Schools within the state where Authorized Customer is located. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not a Qualifying Library and School. Authorized Customer must provision each Data Plan with Mobile Device Management Software that ensures Children’s Internet Privacy Act (CIPA) compliance.

5. In order for the Authorized Customer to benefit from discounted pricing for Qualifying Libraries and Schools under the LAUSD sponsored



“ANYTIME-ANYWHERE LEARNING INITIATIVE”, the Authorized Customer agrees to the disclosure of limited account information as part of the contractual reporting requirements to LAUSD.

6. Customer must provide to Verizon Wireless written notice of those individuals in Customer’s agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your “Points of Contact”). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer’s employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless’s letter of agency naming the third party and indicating the scope of its authority.

7. Devices

7.1. Devices Purchased from Verizon Wireless: You may purchase Devices from us at a discount, subject to the requirements for such discount. Discounted Devices and accessories may not be purchased to resell. You must activate any discounted Device on our network within 30 days of receipt; otherwise, we will charge you the difference between the discounted price you paid and the full retail price of the Device. Violation of this section may, in our sole discretion, result in the (a) limitation or discontinuance of the sale of Devices at a discount; (b) termination of Corporate Subscriber lines or M2M Lines; (c) termination of this Agreement upon Legal Notice; and (d) pursuit of such other legal or equitable remedies. We may adjust Device pricing to reflect higher costs from original equipment manufacturers due to U.S. governmental tariffs on goods manufactured outside of the U.S., if applicable.

7.1.1. Shipping; Risk of Loss; Acceptance of Devices from Verizon: Title and risk of loss pass to Customer, and your acceptance occurs, when Verizon Wireless delivers the Device(s) at the address designated on your order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Devices to you within five business days of receipt of order, subject to availability. Customer may exchange any Device or return it within thirty (30) days from acceptance. Devices provided under the Subsidized Jetpack Plan must be activated within thirty (30) days of delivery.

7.2. Equipment Purchased from Original Equipment Manufacturer (OEM): Customer may activate Equipment that Customer purchases from Original Equipment Manufacturers (OEM), but that Equipment must be on Verizon Wireless’ approved Equipment list when Customer activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Customer’s use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless’s network after termination. Such activities may result in additional charges for which Customer will be responsible.

7.3. Only Equipment purchased from Verizon Wireless under this Agreement or directly from OEMs may be placed on the Data Plan.

7.4. Lost or Stolen Equipment: If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

8. Wireless Service Terms

8.1. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Device or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Devices that are approved to operate on our network. Customer acknowledges that in some areas, Wireless Service may be provided by a third-party roaming carrier, subject to our agreements with such carriers. Data service on these roaming carriers’ networks may be limited or slowed. Third-party roaming carriers are not our affiliates or subcontractors, and we bear no liability for their network performance or their actions or omissions. Customer

must activate your Devices within the areas served by the Verizon Wireless owned and operated network in the United States and must deploy Customer's fixed-location Devices within these areas. Customer's mobile Devices may be used to roam on the networks of our roaming partners in the United States and, if permitted by your plan, other countries, but must be primarily used on our owned and operated networks in the United States. We reserve the right to terminate any Government Subscriber lines and M2M Lines that are not primarily used on our owned and operated network.

- 8.2. Enhancement of Wireless Service:** Customer must obtain our approval and written agreement before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon Wireless may terminate Customer's Government Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8.3. Use of Wireless Service and Devices; MTNs; SIMs:** In order to protect our network, operations, and other customers, we may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate this Agreement, 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 the applicable terms of the Products or Services; or (c) in a manner that, in our sole discretion, has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable laws and regulations. Customer may only use Wireless Service on unmanned aerial vehicles (UAVs) with Devices and plans that Verizon Wireless has designated and approved for such use. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Device requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card.
- 8.4. Termination, Suspension or Limitation of Wireless Service or Agreement:** Verizon Wireless can, immediately and without notice, limit, suspend or terminate Customer's Wireless Service or the Agreement for any good cause, including, but not limited to: (1) if you: (a) breach this Agreement; (b) use your Wireless Service for any illegal, improper or fraudulent purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (c) are unable to pay us or go bankrupt; or (d) default under any device financing agreement with Verizon Wireless; or (2) if Customer, any user of Customer's Device or any Point of Contact on Customer's account: (a) threaten or harass our representatives; or (b) modify Customer's Device from its manufacturer's specifications. We can also temporarily limit Customer's Wireless Service for any operational or governmental reason
- 8.5. Line Term.** Once you complete a Line Term, the line will be on a month-to-month basis.
- 8.6. No Resale.** The resale of Products or Services is strictly prohibited.
- 9. Monthly Bills:** Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.
- 10. Disputed Charges:** Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.
- 11. Payment Terms:** Customer is required to pay undisputed charges within 30 days of the date of each bill.
- 12. Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block

Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

- 13. Taxes; Surcharges; Exemptions:** If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.
- 14. LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
- 15. Confidentiality:** DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUIPMENT pricing to CA Schools is exempt from this Confidentiality provision.
- 16. Assignment:** Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.
- 17. Force Majeure:** Any failure by Verizon Wireless to perform 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, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.
- 18. Notices:** Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:

Customer

Contact Name: Josh Reynolds

Title: IT Manager

Address: 2255 N Dubuque Road Iowa City IA 52245

Address:

If to Verizon:

Verizon Wireless

Sr Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

- 19. Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the state where Authorized Customer is located shall govern the validity, construction and performance of this Agreement.
- 20. Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
- 21. Counterparts:** Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.
- 22. Entire Agreement:** The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

CUSTOMER		Cellco Partnership d/b/a Verizon Wireless	
Signature:	Date:	Signature:	Date:
Printed Name:		Printed Name: Clifton Miller Jr.	
Title:		Title: Sr. Dir – Contract Management	



Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

4G/5G UWB Machine-to-Machine (M2M) Unlimited Plan¹

K12/Library Off-Campus M2M

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee ³	\$15.00
5G Ultra Wideband Data Allowance ²	Unlimited
Plan ID	82904

Notes: These are generally available M2M plan. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Subscribers on these plans cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

¹These plans are for machine-to-machine service, and can only be activated on approved 5G compatible Customer-provided devices. ²Data Allowance: After 22GB of data usage on a line during any billing cycle, usage may be prioritized behind other in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

³The monthly access fee will be pro-rated when changing plans during a billing period.

Video Shaping: To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

Customer must provide equipment (CPE): is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless at the cost designated in the Authorized Customer Agreement.[vzw1] CPE must be a 4G LTE device approved for use on Verizon Wireless' network.

Roaming: Lines activated on this plan cannot be used outside the United States.

⁴Device must remain active for a minimum of 3 months. Customer will be charged a monthly access of \$15.00 per device, per month, for each device that does not remain in service for a minimum of three (3) months for up to a total of \$45.

Custom 4G Unlimited Mobile Broadband Plan for Routers



K12/Library Off-Campus 4G Bus WiFi

Government Subscribers Only

This plan reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	\$34.99
Data Allowance ¹	Unlimited
Plan ID	77557

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide[®] network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only 5G Nationwide and 4G LTE routers can be activated on this plan. Dedicated streaming internet connections, 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 plan.

¹If 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 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Device must remain active for a minimum of 3 months. Customer will be charged a monthly access of \$34.99 per device, per month, for each device that does not remain in service for a minimum of three (3) months for up to a total of \$104.97.

Customer must provide equipment (CPE): is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless at the cost designated in the Authorized Customer Agreement.[vzw1] CPE must be a 4G LTE device approved for use on Verizon Wireless' network.

Roaming: Lines activated on this plan cannot be used outside the United States.

Custom Business Unlimited Mobile Broadband Data + 5G UWB Plan

K12/Library Off-Campus 5G Bus WiFi

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$40.00
Data Allowance ²	Unlimited ³
Plan ID	76407

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide[®] network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.. Lines activating on this plan must be on 5G or 4G LTE mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

¹If 50 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 600 Kbps in 4G LTE network service areas and up to 3 Mbps in 5G UWB network service areas for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

²Data can be used in 4G LTE, 5G Nationwide, or 5G UWB markets. A 5G device is required to receive 5G UWB service. Network default and capability of the device will determine video streaming in 4G LTE and 5G Nationwide markets.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

Device must remain active for a minimum of 3 months. Customer will be charged a monthly access of \$40.00 per device, per month, for

each device that does not remain in service for a minimum of three (3) months for up to a total of \$120.

Customer must provide equipment (CPE): is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless at the cost designated in the Authorized Customer Agreement.[vzw1] CPE must be a 4G LTE device approved for use on Verizon Wireless' network.

Roaming: Lines activated on this plan cannot be used outside the United States.

EQUIPMENT OFFERING(S):

- Orbic Speed Jetpack Device (SKU: ORB400LBVZRT) or comparable device is available for \$57.00 per device.
- Verizon Orbic Speed 5G MiFi or comparable device is available for \$229.99 per device;
- Chromebook NL7CT-L (SKU: CBUS1100006) or comparable device is available for \$399.99 per device
- Customer Provided Equipment ("CPE") may be activated on the DISTANCE LEARNING DATA PLAN and is limited to devices purchased directly through an Original Equipment Manufacturer ("OEM") or from Verizon Wireless.

OPTIONAL OFFERING(S)

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda					
Government Distance Learning Customers Only					
<u>The price below reflects the monthly access discounts. No additional discounts apply.</u>					
<u>Description</u>	<u>SKU Name</u>	<u>Plan ID</u>	<u>Quantity</u>	<u>Annual</u>	<u>Monthly</u>
Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1+	\$42.00	\$3.50



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.

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.

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization’s internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

- Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.
- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

**Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]**

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

Mobile Broadband and metered data plans or features only

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1,500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only



Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an “ageing pool” for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the “data warehouse” database along with the Static IP Address for reporting. A Static IP address is associated with the device’s MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.</p> <p>Eligible 4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer’s Private Network profile.</p>				
<p>Verizon Wireless Private Network Terms and Conditions</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Dynamic Mobile Network Routing (“DMNR”): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer’s network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.</p>				

Verizon Wireless Mobile Device Management (MDM) is a Verizon-branded management portal that integrates Verizon differentiated



services into a unified and intuitive customer experience. Verizon’s MDM solution features Enterprise Firmware Over the Air (FOTA) Management, Device Diagnostics for Verizon Wireless customers, Broadband Mobile Hotspot Management, and Unified Endpoint Management.

The Verizon MDM solution suite consists of the following services:

- **Broadband Hotspot Management** allows administrators to manage selected Jetpacks and USB devices completely over the air for corporate liable devices. Enterprises can apply security policies such as Set Service Identifier (SSID), passphrase, encryption, and administrator password. Administrators can also restrict devices and control settings to prevent end users from circumventing security policies.
- **Unified Endpoint Management (UEM)** manages, configures, and protects iOS and Android devices. UEM can help enterprises: prevent users from changing settings, configure security settings remotely, and restrict device connections; install and block applications on the device; store and manage policies in the cloud and apply policies over the air; lock and wipe devices; dynamically create alerts or change policies based on device conditions; configure Wi-Fi policies; and enforce corporate policies such as passwords and encryption.

Verizon Mobile Device Management (MDM): Distance Learning Subscribers

These calling features reflect the monthly access charge discount. No additional discounts apply

Verizon MDM Feature	Access Fee
Broadband Hotspot Management¹	\$0.00/device per month
Unified Endpoint Management²	\$1.00/device per month or \$10/device per year
UEM Advance Features	\$1.00/device per month
UEM with Advance Features	\$2.00/device per month

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Verizon MDM supports select devices and operating systems and may require installation of a software agent. Verizon MDM features are ordered and billed separately. The Verizon MDM portal is a **CLOUD BASED SYSTEM** and accessed via an Internet Browser.

- ¹ Broadband Hotspot Management (BBHS) currently supports Broadband Hotspots also known as Jetpacks.
- ² Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations within the Verizon MDM’s customers' instance.
 - Requires iOS 12 or Higher
 - Requires iPad OS 13 and higher
- UEM Advance Features
 - Requires Unified Endpoint Management (UEM)
- All services are billed at the account level

**Due to a number of features that require HTML 5, the Verizon MDM portal requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.

VERIZON MOBILE DEVICE MANAGEMENT SERVICE TERMS & CONDITIONS

Verizon Mobile Device Management (MDM) (the "Service") provides device management services from a cloud-based portal to entities to manage their remote assets, smart devices and Jetpacks. Through the Service, entities will be able to (1) manage smart phone and tablet configurations for devices running Android® and Apple® iOS with the Unified Endpoint Management license, and (2) manage security profiles and settings on selected Jetpacks and MiFi with the Broadband Hotspot Management license. By using the Service, the entity purchasing the Service ("Customer") acknowledges that Customer has read all of the terms and conditions of this agreement ("Agreement"), understands them, and agrees to be bound by them. This Agreement is by and between the Customer and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, "VZW").



Customer may separately purchase the Verizon MDM Implementation Service for assistance with the setup, configuration, and onboarding of the Service, as further described in the separate VZMDM Implementation Service Terms referenced in Section 11 and provided as Attachment 1 below.

Verizon Wireless Agreement. This Service is subject to all of the terms in Customer's agreement for wireless service with VZW, which is incorporated herein by reference. To purchase or use the Service, Customer must have an active VZW account.

Billing. Customer's use of the Service will be billed according to the terms of Customer's agreement for wireless service with VZW.

- **Restrictions on Use.** Customer will use the Service solely for Customer's internal use subject to any restrictions or exceptions as set forth in this Agreement. Customer will not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any information contained in the Service; (ii) use the Service in order to build or support, or assist a third party in building or supporting, products or services competitive to VZW; or (iii) license, sell, rent, transfer, assign, or otherwise commercially exploit the Service or any content in the Service other than as expressly permitted in this Agreement.
- **Security Measures.** Customer will implement and maintain security measures with respect to the Service that effectively restrict access to the Service to authorized personnel with a need to know, and that protects the Service from unauthorized use or access. Customer will ensure that the Service is not accessed, used, or made available to third parties or to Customer's employees who are not authorized to access the Service.
- **License.** Subject to the terms and conditions of Customer's agreement with VZW for wireless service, VZW grants Customer a non-exclusive, non-transferable, non-assignable, royalty free license for use of the Service solely for internal business operations. The license granted herein is effective throughout the Term (defined in Section 10 below) of this Agreement.
- **Intellectual Property Rights.** VZW and/or its applicable third party suppliers or vendors own all intellectual property rights in the Service and its devices, components, platform, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW and/or its applicable third party suppliers or vendors.
- **Privacy; Notice and Consent.** "Mobile Device" means any mobile device, including smartphones, tablets, smartwatches and other wearables, laptops and netbook computers that Customer provides to its End Users and are enrolled in Verizon MDM. "End User" means any person (e.g., employee, contractor) with a Mobile Device whose Location Information can be viewed by Customer using the MDM. "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 VZW account.
- **Consent and Revocation.** Customer will be solely responsible for obtaining affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect and disclose Location Information, and for retaining evidence of consent for the period required by law (typically, 5 years after cessation of use). Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer will ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected and disclosed by Customer and/or third parties acting on Customer's behalf (representatives, agents, etc. . .) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the Service and readily available and easily accessible by End Users. Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means at any time. If consent is denied, revoked or withdrawn by an End User, Customer may no longer use the Service to access or collect the End User's Location Information.
- **Use and Storage of Location Information.** Customer may only use Location Information for the purpose of using the Service and only as provided in the notice to the End User for as long as Customer has their consent. VZW does not provide Customer with access to any stored Location Information. Customer must implement appropriate security measures and safeguards that protect End User privacy and safety.
- **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local government laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.
- **Disclaimer of Warranty.** IN NO EVENT SHALL VZW BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF. THE SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, VZW DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. VZW DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.

- **Term.** The term of this Agreement (“Term”) is subject to the term of Customer’s agreement for wireless service with VZW, or while Customer still uses the Service.

Zero Trust Dynamic Access is a cloud-based secure web gateway service that provides security for web traffic and protects users from internet-threats through enforcement of internet policy compliance. Built for the cloud and the modern, distributed organization, Zero Trust Dynamic Access helps meet the cybersecurity needs of today’s organizations who are challenged with enforcing internet policy and security across decentralized networks, branch offices, and remote and mobile users. The Zero Trust Dynamic Access service is powered by iboss, a leading web security company.

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
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

¹These 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
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

Wireless Network Performance 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.

Wireless Network Performance

The licenses are not eligible for further monthly access discounts

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
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.

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 and 5G network coverage, updated about every 15 minutes.
 - 4. Device Location.** Shows the general location (within 1000 meters) of connected 4G and 5G 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 above for the features described in Section 2. 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.

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.

Exhibit B
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. Definitions: The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. Line Term and Termination

2.1. Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

2.2. Termination of Agreement: Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. Rates and Charges: The rates and charges, the data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. Equipment

4.1. Equipment Purchased from Verizon Wireless: Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

4.2. Shipping; Risk of Loss; Acceptance: Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

- 4.3. Equipment Purchased from Original Equipment Manufacturer (OEM):** Authorized User may activate Equipment that Authorized User purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when Authorized User activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Authorized User's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Authorized User does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Authorized User will be responsible.
- 4.4. Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.**
- 4.5. Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.
- 5. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8. DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.

Exhibit C
AUTHORIZED CONTACTS LIST

Customer FEIN Number:	
Customer Verizon Wireless Account Number:	
Customer Verizon Wireless Profile ID(s):	
Verizon Wireless Sales Representative Name/Phone/GID:	

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email

