

## Custom 0 Minute Nationwide for Business SharePlan with Unlimited Email & Data and UNL Messaging: Corporate Subscribers Only

This Plan is NOT eligible for monthly access fee discounts.

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

|   |           |
|---|-----------|
| <b>Monthly Access Fee</b>                     | \$34.99   |
| <b>Monthly Anytime Minutes (with Sharing)</b> | 0         |
| <b>Per Minute Rate after Allowance</b>        | \$0.25    |
| <b>Data Allowance</b>                         | Unlimited |
| <b>Domestic Messaging Allowance</b>           | Unlimited |

**Notes:** Current coverage details and additional plan and feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Activation on this plan requires Corporate Subscribers to choose a twenty-four (24) month Line Term or Line Term extension. **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. Plan changes may not take effect until the billing cycle following the change request.

## Custom Machine to Machine (M2M) Utilities Tiered Plan

The Custom Machine to Machine (M2M) Utilities Tiered Plan is NOT eligible for discounts.

| Monthly Access Fee per Device | Data Usage Tiers (MBs) | Price/MB |
|-------------------------------|------------------------|----------|
| \$0.50                        | 0 – 249.99 MB          | \$1.15   |
|                               | 250 – 999.99 MB        | \$1.00   |
|                               | 1,000 – 2,499.99 MB    | \$0.75   |
|                               | 2,500 MB +             | \$0.50   |

**Note:** This Custom Machine to Machine (M2M) Utilities Tiered SharePlan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. Corporate Subscribers must select a twenty four (24) month Line Term. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active, at any time during the bill cycle, on this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. Each utility entity must maintain a minimum of two hundred (200) M2M Lines.

## State of South Carolina Pricing Offer for Contract # 5000011452

### Definitions:

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

**Employee Subscriber:** An employee of Customer utilizing Wireless Service whose account is registered under this contract and is set up in the employee's name and for which the employee bears responsibility. Verizon Wireless' relationship with Employee Subscribers is governed by the Verizon Wireless retail Customer Agreement.

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

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

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

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

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

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

**Attainment Tier and Monthly Access Fee Discount:** Provided the State of South Carolina or "Customer" maintains a minimum of 5 Government Subscriber Lines on Eligible Calling Plans, Government Subscribers shall receive the monthly access fee discount on Eligible Calling Plans and Eligible Data Features based on Customer's Attainment Tier. In order for the MTNs of Customer's employees to count toward the Attainment Tier, the employee must follow the process set forth in the "Purchases by Employees" section below.

**Attainment Tier and Discount Changes:** If Customer does not achieve at least the lower end of its initial Attainment Tier within 180 days after the Effective Date of the Agreement or thereafter falls below the lower end of its Attainment Tier for 2 consecutive months, Verizon Wireless may adjust the monthly access fee discount for both Government and Employee Subscribers and other benefits under the Agreement, consistent with the applicable lower Attainment Tier. If Customer exceeds its Attainment Tier for at least 2 consecutive months, it may request in writing that Verizon Wireless adjust the Government and Employee Subscriber monthly access fee discount and other benefits under the Agreement, consistent with the applicable higher Attainment Tier.

**Purchases by Employees:** Customer's employees (with proof of employment) may activate new or register existing lines of Wireless Service, not to exceed 5 lines per employee, and obtain the applicable monthly access fee discounts on Eligible Calling Plans available to individual consumers, accessory discounts and Government Equipment Pricing, if eligible, provided such employee first: (a) executes a Verizon Wireless retail customer agreement; and (b) qualifies under Verizon Wireless consumer credit criteria. Employee Subscriber activations or registrations of existing Verizon Wireless lines must be processed via the online business sales channel. If online resources are unavailable, Employee Subscribers may activate via the business sales channel. Government discounts and pricing may not be available to purchases made through agents or at retail store locations. Upon request, Customer shall confirm the employment status of Employee Subscribers.

**Term of Lines ("Line Term"):** The term for each Line 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 (usually 1 or 2 years). Line Term extensions are required when Government Subscribers: (a) take advantage of promotions or services that require a Line Term extension; or (b) purchase or upgrade 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.

**Early Termination Fees ("ETF"):** An ETF of \$175.00 applies to each Employee Subscriber line terminated or ported to another service provider prior to the expiration of the Line Term. For each Line activated or Line Term extended under the Agreement, the ETF will be reduced by \$5.00 for each full month of service completed toward such Line Term. ETFs are waived for government subscribers.

**Accessory Discount:** Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories if Customer maintains a minimum of five (5) Government Subscribers. Employee subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories if Customer has an Attainment Tier of 1,000 or greater and such employee subscribers make such accessory purchases via the online business sales channel.

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

| <b>Government and Employee Subscriber</b><br>Attainment Tier and Monthly Access Fee Discount<br>on Eligible Calling Plans and Eligible Data Features |                                    |
|--|------------------------------------|
| <b>Line Attainment Tiers</b>   | <b>Monthly Access Fee Discount</b> |
| 15,000 +   | 20%                                |

## WIRELESS VOICE CALLING PLANS

State of South Carolina ("State of SC")

### America's Choice 100 Share for State of SC Calling Plan: Government Subscribers Only

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

|  |   |
|--|---|
| Monthly Access Charge (pooled minutes)   | \$23.06 (86289)                               |
| Domestic Anytime Voice Minutes Per Month | 100   |
| Per Minute Rate                          | \$0.25  |
| Domestic Mobile to Mobile                | Unlimited                                     |
| Domestic Night & Weekend                 | Unlimited                                     |
| Verizon Wireless Long Distance Rate      | Included                                      |
| Domestic Roaming                         | Included                                      |
| Domestic Data Sent or Received*          | \$1.99/ MB or per data package                |
| Unlimited Domestic Text                  | \$10.00 (73724)                               |
| Domestic Text/Picture/Video Messages     | 200 (\$0.10 per message Overage Rate) (76159) |

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Smartphone devices require a data package. 4G services require 4G Equipment and 4G coverage. No more than 50% of plans on a single account can be placed on the Add-a-Line Voice plan.

### Custom Carolinas Local Flat Rate Calling Plan: Government Subscribers Only

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

|  |   |
|--|---|
| Monthly Access Charge                    | \$8.99 (83839)                                |
| Domestic Anytime Voice Minutes Per Month | 0   |
| Domestic Per Minute Rate                 | \$0.10  |
| Domestic Long Distance                   | \$0.20 per minute                             |
| Domestic Roaming                         | \$0.69 per minute                             |
| 1000 Domestic Night & Weekend Minutes    | \$5.00 additional monthly access fee per line |
| Or                                       | N&W (72062)                                   |
| 1000 Nationwide Mobile to Mobile         | M2M (75768)                                   |

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

**America's Choice<sup>SM</sup> Add-a-Line Voice Plan for State of SC: Government Subscribers Only**

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

**America's Choice<sup>SM</sup> Add-a-Line Voice Plan**

|   |  |
|---|--|
| Monthly Access Charge                         | \$14.99 (84957)  |
| Domestic Anytime Voice Minutes Per Month      | 0 Minutes<br>Minutes can share minutes from voice and/or voice & data bundle plans |
| Domestic Voice Per Minute Rate                | \$0.25   |
| Domestic Night & Weekend Minutes              | Unlimited  |
| Domestic Mobile to Mobile Minutes             | Unlimited  |
| Included Domestic Text/Picture/Video Messages | 100 (76678)  |
| Domestic Long Distance                        | Included   |

**America's Choice<sup>SM</sup> Add-a-Line Voice & Push to Talk Plan for State of SC**

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

**America's Choice<sup>SM</sup> Add-a-Line Voice & Push to Talk Plan**

|   |  |
|---|--|
| Monthly Access Charge                         | \$17.99 (84960)  |
| Domestic Anytime Voice Minutes Per Month      | 0 Minutes<br>Minutes can share minutes from voice and/or voice & data bundle plans |
| Domestic Voice Per Minute Rate                | \$0.25   |
| Domestic Unlimited Push to Talk               | Included   |
| Domestic Night & Weekend Minutes              | Unlimited  |
| Domestic Mobile to Mobile Minutes             | Unlimited  |
| Included Domestic Text/Picture/Video Messages | 100 (76678)  |
| Domestic Long Distance                        | Included   |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. No more than 50% of plans on a single account can be placed on the Add-a-Line Line Voice or Voice & Push to Talk plans.

### Nationwide Voice Calling Plans for State of SC: Government Subscribers Only

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

| Nationwide Voice Calling Plans for State of SC:   | 200 Voice Minutes                                       | 400 Voice Minutes | 600 Voice Minutes                                 | 1000 Voice Minutes |
|---|---|-------------------|---|--------------------|
| <b>Domestic Anytime Voice Minutes Per Month</b>   | <b>200</b>  | <b>400</b>        | <b>600</b>  | <b>1000</b>        |
| Monthly Access Charge (non-pooled minutes)  | NA  | \$26.91 (73982)   | \$39.41 (73984)                                   | \$50.96 (73986)    |
| Monthly Access Charge (pooled minutes)  | \$26.24 (66307)   | \$28.84 (74048)   | \$41.34 (74049)                                   | \$52.88 (74050)    |
| Friends & Family for Government   | NA  |                   | Up to 10 numbers for entire account, not per user |                    |
| Domestic Overage Rate   | \$0.25 per minute                                       |                   |   |                    |
| Domestic Data Sent or Received  | \$1.99/MB   |                   |   |                    |
| Domestic Night & Weekend Minutes  | Unlimited   |                   |   |                    |
| Domestic Mobile to Mobile Minutes   | Unlimited   |                   |   |                    |
| Domestic Long Distance  | Included  |                   |   |                    |
| Domestic Roaming  | Included  |                   |   |                    |
| Unlimited Domestic Text   | \$12.00 additional monthly access per line (73907)      |                   |   |                    |
| Included Domestic Text/Picture/ Video Messages  | 200 per month (\$0.10 per message Overage Rate) (76159) |                   |   |                    |
| Unlimited Domestic Push-to-Talk   | \$2.00 additional per user, per month (76142)           |                   |   |                    |
| <b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options. |   |                   |   |                    |

### Nationwide Unlimited Push to Talk (PTT) Calling Plan: Government Subscribers Only

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

|   |                               |
|---|-------------------------------|
| Monthly Access Charge   | \$19.99 (76443)               |
| Domestic Anytime Voice Minutes Per Month  | 0                             |
| One to one Push to Talk   | Unlimited                     |
| Domestic Data Sent or Received  | \$1.99/MB or per data package |
| <b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push-to-Talk capable device required. |                               |

### Nationwide Unlimited Push to Talk (PTT) Calling Feature: Government Subscribers Only

The calling feature below reflects the monthly access charge discount. No additional discounts apply.

|   |                |
|---|----------------|
| Monthly Access Charge   | \$5.00 (73745) |
| <b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push-to-Talk capable device required. |                |

## WIRELESS VOICE & DATA BUNDLED PLANS

### (Domestic) America's Choice<sup>SM</sup> Voice & 3G/4G Data Plans for State of SC: Government Subscribers Only

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

| (Domestic) Nationwide Voice & Data Plans for State of SC:        | 400 Minute Voice/Data Bundle | 600 Minute Voice/Data Bundle                      | 1000 Minute Voice/Data Bundle |
|--|------------------------------|---|-------------------------------|
| <b>Domestic Anytime Voice Minutes Per Month</b>                  | <b>400</b>                   | <b>600</b>  | <b>1000</b>                   |
| Monthly Access Charge (non-pooled minutes)                       | \$46.15 (73996)              | \$58.64 (73998)                                   | \$70.19 (74000)               |
| Monthly Access Charge (pooled minutes)                           | \$48.07 (74051)              | \$60.57 (74052)                                   | \$72.11 (74053)               |
| Domestic Overage Rate  | \$0.25 per minute            |   |                               |
| Domestic Data Allowance for Email and Internet/Intranet Browsing | Unlimited                    |   |                               |
| Domestic Night & Weekend Minutes                                 | Unlimited                    |   |                               |
| Domestic Mobile to Mobile Minutes                                | Unlimited                    |   |                               |
| Friends & Family for Government                                  | Not Included                 | Up to 10 numbers For Entire Account, Not Per User |                               |
| Domestic Text/Picture/Video Messages                             | Unlimited                    |   |                               |
| National Access Roaming  | \$0.002 per Kilobyte         |   |                               |
| Data Sent or Received  | \$1.99/MB                    |   |                               |
| Tethering per line   | \$10.00 * (73702)            |   |                               |
| Unlimited Domestic Push to Talk                                  | Included                     |   |                               |
| Domestic Long Distance   | Included                     |   |                               |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

### (Global) America's Choice<sup>SM</sup> Voice & Global 3G Data Plans for State of SC: Government Subscribers Only

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

| (Global) Nationwide Voice & Data Plans for State of SC: | 400 Minute Voice/Global Data Bundle           | 600 Minute Voice/Global Data Bundle               | 1000 Minute Voice/Global Data Bundle |
|---|---|---|--------------------------------------|
| <b>Domestic Anytime Voice Minutes Per Month</b>         | <b>400</b>                                    | <b>600</b>  | <b>1000</b>                          |
| Monthly Access Charge (non-pooled minutes)              | \$64.79 (74524)                               | \$76.99 (74526)                                   | \$88.26 (74528)                      |
| Monthly Access Charge (pooled minutes)                  | \$66.66 (74525)                               | \$78.87 (74527)                                   | \$90.14 (74529)                      |
| Voice Overage Rate                                      | \$0.25 per minute                             |   |                                      |
| Domestic & Global Data Allowance for Email              | Unlimited (US, Canada & Mexico only)          |   |                                      |
| Voice Roaming in CDMA Countries                         | \$0.69 per minute (plus pass through charges) |   |                                      |
| International/Global Phone Roaming                      | Government Subscribers                        | Zone 1 Countries                                  | Zone 2 Countries                     |
|   |   | \$0.99  | \$1.99                               |
| Domestic Night & Weekend Minutes                        | Unlimited                                     |   |                                      |
| Domestic Mobile to Mobile Minutes                       | Unlimited                                     |   |                                      |
| Friends & Family for Government                         | Not Included                                  | Up to 10 numbers For Entire Account, Not Per User |                                      |
| Domestic Text   | Unlimited                                     |   |                                      |
| National Access Roaming                                 | \$0.002 per Kilobyte                          |   |                                      |
| Domestic Long Distance                                  | Included                                      |   |                                      |
| Domestic Roaming  | Included                                      |   |                                      |
| Data Sent or Received                                   | \$1.99/MB                                     |   |                                      |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

## Custom 0 Minute Nationwide for Business SharePlan with Unlimited Email & Data and UNL Messaging: Corporate Subscribers Only

This Plan is NOT eligible for monthly access fee discounts.

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

|   |                 |
|---|-----------------|
| <b>Monthly Access Fee</b>                     | \$34.99 (84964) |
| <b>Monthly Anytime Minutes (with Sharing)</b> | 0               |
| <b>Per Minute Rate after Allowance</b>        | \$0.25          |
| <b>Data Allowance</b>                         | Unlimited       |
| <b>Domestic Messaging Allowance</b>           | Unlimited       |

**Notes:** Current coverage details and additional plan and feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Activation on this plan requires Corporate Subscribers to choose a twenty-four (24) month Line Term or Line Term extension.

**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. Plan changes may not take effect until the billing cycle following the change request.

## WIRELESS DATA PLANS

### (Domestic) BlackBerry/Smartphone Data Plan for State of SC: Government Subscribers Only

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

#### BlackBerry/Smartphone Data Plan for State of SC

|   |                               |
|---|-------------------------------|
| Monthly Access Charge                                   | \$33.65 (74002)               |
| Domestic Data Allowance for Email and Internet/Intranet | Unlimited                     |
| Domestic Voice Per Minute Rate                          | \$0.12                        |
| Domestic Mobile to Mobile Minutes                       | Unlimited                     |
| Other Domestic Data Services/Per Minute Rate            | \$0.25 per minute             |
| Domestic Text/Picture/Video Messages                    | Unlimited                     |
| NationalAccess Roaming                                  | \$0.002 per Kilobyte (Canada) |
| Unlimited Domestic Push to Talk                         | Included                      |
| Domestic Long Distance                                  | Included                      |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

### 3G/4G Mobile BroadbandAccess Calling Plan for State of SC: Government Subscribers Only

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

#### 3G/4G Mobile Broadband Access Only

|  |                      |
|--|----------------------|
| Discounted Monthly Access Fee                                    | \$37.99 (84356)      |
| Domestic Data Allowance for Email and Internet/Intranet Browsing | Unlimited            |
| Overage Rate Per GB  | NA                   |
| Other Data Services/Per Minute Rate                              | \$0.25               |
| National-Access Roaming  | \$0.002 per Kilobyte |
| Domestic Long Distance <sup>1</sup>                              | Included             |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. This plan cannot be used for streaming video or machine-to-machine (M2M) applications.

## Mobile Broadband Data Plans

### Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots

|                                    |   |
|------------------------------------|---|
| <b>Monthly Access Fee</b>          | \$30.00*† (85320 / 85322)                       |
| <b>Monthly Allowance</b>           | 2GB   |
| <b>Per GB Rate After Allowance</b> | \$10.00 per each additional GB of usage         |
| <b>NationalAccess Roaming</b>      | \$0.002 per KB(Canada)/ \$0.005 per KB (Mexico) |
| <b>Domestic Per Minute Rate††</b>  | \$0.25 per minute                               |
| <b>Domestic Long Distance</b>      | Included  |

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

## Public Sector Mobile Broadband Share Plans: Government Subscribers Only

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

| Public Sector Mobile Broadband | 5 Gigabytes          | 10 Gigabytes    | 20 Gigabytes    |
|--------------------------------|----------------------|-----------------|-----------------|
| Monthly Access Charge          | \$37.99 (90238)      | \$59.99 (90240) | \$99.99 (90241) |
| Shared Domestic Data Allowance | 5GB                  | 10GB            | 20GB            |
| Domestic Overage Per Gigabyte  | \$8.00 Per Gigabyte  |                 |                 |
| National Access Roaming        | \$0.002 per Kilobyte |                 |                 |

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

## Domestic Data Package Features for Feature Phones/Smartphones

A discount has been applied; features are not eligible for any further discounts.

| Monthly Access Charge (when added to an eligible voice plan) | Domestic Data Allowance | Overage Rate                           | Optional Business Email Feature (Server based email solutions) |
|--|-------------------------|--|--|
| Not applicable   | 0                       | \$1.99 per MB                          | N/A  |
| \$10.00<br>(3G 73702) (4G 76445)                             | 75 MB                   | \$10.00 per 75 MB                      | N/A  |
| \$30.00<br>(Smartphone 76375)<br>(Basic Phone 76381)         | 2 GB**                  | \$10.00 per GB<br>(\$0.00000953674/kb) | \$15.00  |

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options..

## NATIONWIDE GLOBAL EMAIL FOR GOVERNMENT CALLING PLANS

Unlimited National Mobile to Mobile and Night & Weekend Minutes

No Domestic Roaming or Long Distance Charges

Unlimited Data Allowance for Global Email & Domestic Messaging

| Monthly Anytime Minutes        | Monthly Access Fee Non-Shared Minutes                    | Monthly Access Fee Shared Minutes | Friends & Family (Up to 10 numbers) | Per-Minute Rate After Allowance |
|--------------------------------|--|-----------------------------------|-------------------------------------|---------------------------------|
|                                | No Additional Discounts Apply                            |                                   |                                     |                                 |
| 400                            | \$64.79 (86740)  | \$66.66 (86741)                   | Included*                           | \$0.25                          |
| 600                            | \$76.99 (86742)  | \$78.87 (86743)                   |                                     |                                 |
| 1000                           | \$88.26 (86744)  | \$90.14 (86745)                   |                                     |                                 |
| <b>National Access Roaming</b> | \$0.002 per Kilobyte                                     |                                   |                                     |                                 |
| <b>Unlimited Push to Talk</b>  | \$2.00<br>(Smartphone 76785 / 81129) (Basic Phone 76142) |                                   |                                     |                                 |

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

## Global Data Optional Features

Monthly Access Fee reflects monthly access fee discount, no additional discounts apply.

| Monthly Access Fee | Allowance | Rate After Allowance (Global Data Plan Countries) | Rate per KB (non-Global Data Plan Countries) |
|--------------------|-----------|---|--|
| \$19.25 (77607)    | 100MB     | \$25.00 per each additional 100 MB used           | \$0.02 per KB (\$20.48/MB)                   |

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

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

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

## Global Voice \*

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

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

## Global Messaging \*

### Global Text Messaging

|                        |   |
|------------------------|---|
| <b>Canada</b>          | \$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan |
| <b>Other Countries</b> | \$0.50 per recipient per message sent and \$0.05 per message received   |

### Global Picture and Video Messaging

|                                       |   |
|---------------------------------------|---|
| <b>Canada, Mexico and Puerto Rico</b> | \$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.  |
| <b>Other Countries</b>                | \$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit <a href="http://verizonwireless.com/internationalmms">verizonwireless.com/internationalmms</a> for supported countries. |

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

## PAY PER USE DATA ROAMING\*

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

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

## MACHINE-TO-MACHINE/ TELEMETRY PLANS

### Custom 2MB Machine-to-Machine SharePlan for State of SC

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

| Monthly Access | Data Allowance | Overage Rate per MB | [Optional] 20 MB NationalAccess Roaming |
|----------------|----------------|---------------------|---|
| \$4.00 (86338) | 2MB            | \$0.25              | Included                                |

**Note:** Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features, and options. Customer must maintain a minimum of 5 lines on the Custom Machine to Machine SharePlan in order to share data. Each sharing line's unused KBs will pass to other sharing 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. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available.

Activation on the Custom 2MB Machine to Machine SharePlan requires selection of a 12-month Line Term. Lines on this Custom 2MB Machine to Machine SharePlan can share unused allowance megabytes with the standard Machine to Machine Plans Tier 1 lines.

### Custom 3G Mobile Broadband Telemetry Plan for State of SC

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

| Monthly Access  | Allowance | Overage Rate per MB | Monthly fee for Tier 2 Share Option | NationalAccess Roaming  |
|-----------------|-----------|---------------------|-------------------------------------|-------------------------|
| \$30.00 (86339) | 250 MB    | \$3.00 per MB       | Included                            | \$0.002 per KB (Canada) |

**Note:** Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com).

**Sharing:** Sharing among M2M lines is available only among lines active on plans in the same sharing tier (Tier 2 includes 3G Mobile Broadband M2M plans from 50MB and 250MB). Sharing set up may require separate billing accounts. Sharing is available only among Government Subscribers to the Mobile Broadband M2M Megabyte Plans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of ten (10) M2M Lines choosing a Mobile Broadband M2M Megabyte Plan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the Mobile Broadband M2M Megabyte Plans and migrate existing M2M Lines to the Mobile Broadband M2M Megabyte Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Lines to the total KBs needed by all sharing M2M Lines. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

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

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

| Mobile Broadband Machine-to-Machine Plans:      | 1<br>Megabyte  | 5<br>Megabytes | 25 Megabytes    | 50 Megabytes    | 150<br>Megabytes |
|---|--|----------------|-----------------|-----------------|------------------|
| <b>Domestic Shared Data Allowance Per Month</b> | <b>1 MB</b>  | <b>5 MB</b>    | <b>25 MB</b>    | <b>50 MB</b>    | <b>150</b>       |
| Monthly Access Charge                           | \$5.00 (87640)   | \$7.00 (87641) | \$10.00 (87642) | \$15.00 (87643) | \$18.00 (87644)  |
| Overage Rate Per Megabyte                       | \$1.00   |                |                 |                 |                  |
| National Access Roaming                         | \$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico) |                |                 |                 |                  |

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

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

| Mobile Broadband Machine-to-Machine Plans: | 250 Megabytes  | 1 Gigabyte      | 5 Gigabytes     | 10 Gigabytes    |
|--|--|-----------------|-----------------|-----------------|
| <b>Domestic Data Allowance Per Month</b>   | <b>250 MB</b>  | <b>1 GB</b>     | <b>5 GB</b>     | <b>10 GB</b>    |
| Monthly Access Charge                      | \$20.00 (87645)  | \$25.00 (87646) | \$40.00 (87647) | \$64.00 (87648) |
| Overage Rate Per Megabyte                  | \$0.015  |                 |                 |                 |
| National Access Roaming                    | \$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico) |                 |                 |                 |

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

### Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

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

| Public Sector Mobile Broadband | 5 Gigabytes          | 10 Gigabytes    | 20 Gigabytes    |
|--------------------------------|----------------------|-----------------|-----------------|
| Monthly Access Charge          | \$37.99 (90232)      | \$59.99 (90234) | \$99.99 (90235) |
| Shared Domestic Data Allowance | 5GB                  | 10GB            | 20GB            |
| Overage Per Gigabyte           | \$8.00 Per Gigabyte  |                 |                 |
| National Access Roaming        | \$0.002 per Kilobyte |                 |                 |

**Note:** This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current National Access and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

## Custom Machine to Machine (M2M) Utilities Tiered Plan

The Custom Machine to Machine (M2M) Utilities Tiered Plan is NOT eligible for discounts.

| Monthly Access Fee per Device | Data Usage Tiers (MBs) | Price/MB |
|-------------------------------|------------------------|----------|
| \$0.50 (86054)                | 0 – 249.99 MB          | \$1.15   |
|                               | 250 – 999.99 MB        | \$1.00   |
|                               | 1,000 – 2,499.99 MB    | \$0.75   |
|                               | 2,500 MB +             | \$0.50   |

**Note:** This Custom Machine to Machine (M2M) Utilities Tiered SharePlan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. Corporate Subscribers must select a twenty four (24) month Line Term. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active, at any time during the bill cycle, on this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. Each utility entity must maintain a minimum of two hundred (200) M2M Lines.

## ADDITIONAL WIRELESS SERVICES

### Messaging Features: Voice Allowance Based Plans

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

| Service Feature | Monthly Access | Allowance | Overage   |
|-----------------|----------------|-----------|---|
| Text            | \$2.99 (63660) | 100       | \$0.10 per message/per address (sent or received) |
|                 | \$4.99 (63657) | 250       |   |
|                 | \$7.99 (62647) | 600       |   |
| Picture/Video   | \$2.99 (68819) | 20        |   |
|                 | \$4.99 (68818) | 40        |   |

#### Unlimited Features

|                    |                 |           |     |
|--------------------|-----------------|-----------|-----|
| Text               | \$10.00 (73724) | Unlimited | N/A |
| Text/Picture/Video | \$10.00 (75659) | Unlimited | N/A |

**Note:** Current Messaging terms and conditions apply. The messaging features above can be added to any eligible voice plan under the Agreement and will replace any existing messaging feature that may be associated with the voice plan.

|              |  |
|--------------|--|
| VZ Navigator | \$9.99 (77387) Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).  |
|              | <p>VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform. VZ Navigator is only available on new <u>LBS Compatible Handsets</u></p> <p><a href="http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&amp;apld=4754&amp;bhcp=1">http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&amp;apld=4754&amp;bhcp=1</a>. VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.</p> |

## Enterprise Messaging Plans

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

| Messaging Allowance   | Enterprise Messaging Monthly Access<br>(standard text messaging rates apply for Recipient) | Per Message After Allowance |
|---|--|-----------------------------|
| <b>Unlimited</b>  | \$0.00* (83431)  | --                          |
| (For Public Safety/First Responders Only as defined below*) |  |                             |
| <b>100,000</b>  | \$200.00 (83432)   | \$0.02                      |
| <b>Unlimited</b>  | \$500.00 (83433)   | --                          |

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

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities

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

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

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

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

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

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

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

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

**8. DISCLAIMER AND LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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

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

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

### Wireless Priority Service (WPS)

|                                      |        |
|--------------------------------------|--------|
| Discounted Monthly Access Fee        | \$0.00 |
| Discounted Feature Initiation Charge | \$0.00 |
| Per Minute of Use Charge             | \$0.75 |

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

### Field Force Manager: Government Subscribers Only

#### Data Package Required

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

#### Monthly Access per Basic Device:

(Requires a minimum 75 MB Data Package or higher)

| Limited                  | Basic                    | Pro                      |
|--------------------------|--------------------------|--------------------------|
| \$15.00 per user (76721) | \$20.00 per user (76722) | \$25.00 per user (73723) |

#### Monthly Access per Advanced Device

(Requires a minimum 2 GB Data Package or higher)

| Limited                  | Basic                    | Pro                      |
|--------------------------|--------------------------|--------------------------|
| \$15.00 per user (76636) | \$20.00 per user (76637) | \$25.00 per user (76638) |

**NOTE:** May be added to America's Choice and Nationwide plans. Requires 2 MB of data for initial download. Subsequent downloads are charged. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

### ZipIt (Pager Service)

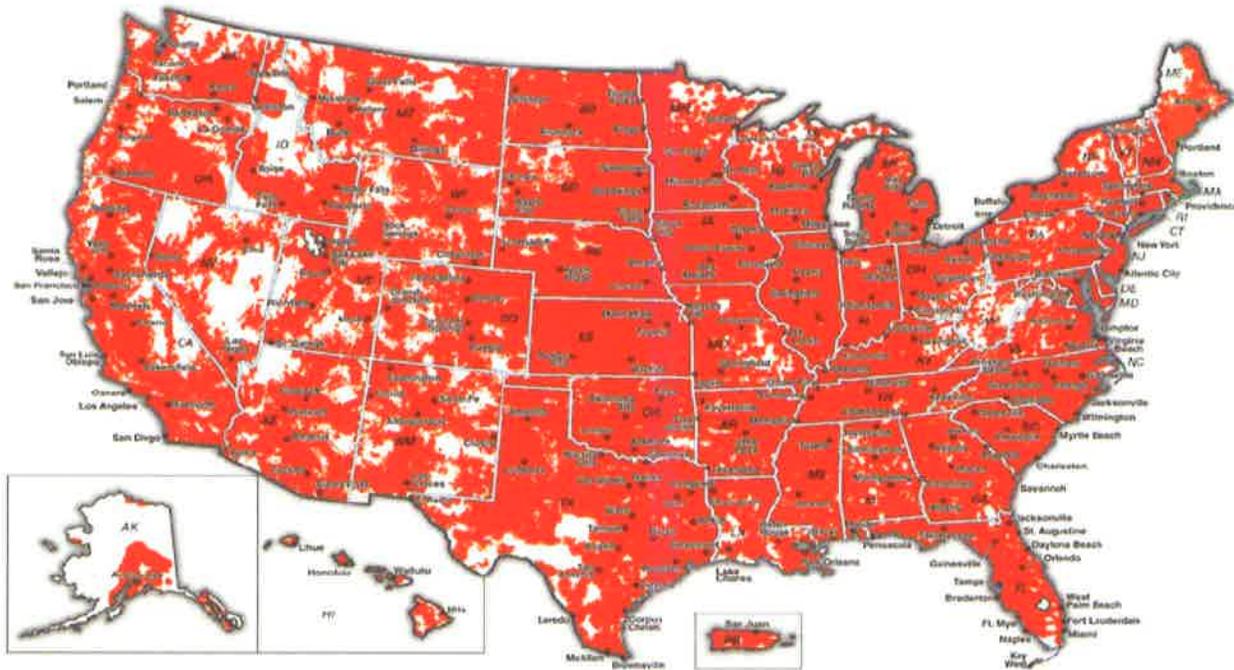
Please take note that, in the event of an award of business pursuant to this proposal, separate agreements must be negotiated and executed between the State of SC and Verizon Wireless for wireless network services, and between the State of SC and ZipIt Wireless, for the services it will provide.

|                               |                         |
|-------------------------------|-------------------------|
| Discounted Monthly Access Fee | \$15.00 (86024)         |
| Monthly Megabyte Allowance    | 35 MB                   |
| Overage Rate Per Kilobyte     | \$0.005 per KB          |
| Text Messages                 | \$0.10 per Text Message |

**NOTE: NOTE:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see [www.verizonwireless.com](http://www.verizonwireless.com) for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>1</sup>Roaming, toll, and long distance charges may apply when messaging outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance. \*Please note installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately, directly through Zipit Wireless.

# Nationwide and National Mobile to Mobile Calling

Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



#### Important Map Information

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather, that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers. Some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See [verizonwireless.com/coveragelocator](http://verizonwireless.com/coveragelocator) for additional coverage information.



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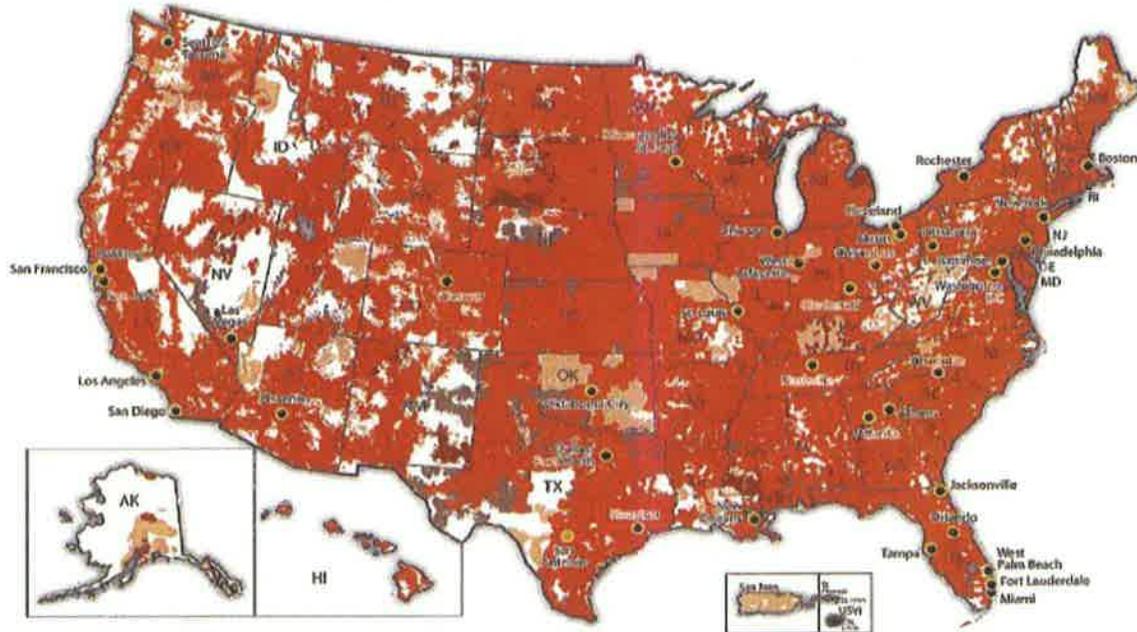
Network details @ [coverage.maps@vzw.com](http://coverage.maps@vzw.com) © 2010 Verizon Wireless

COVERAGE MAP



Transmit at the next level.

The Most Advanced 4G Network in the World.



4G Markets and 3G Data Coverage Map

| Map Key |                             | Enhanced Services             |   |   |   |
|---------|-----------------------------|-------------------------------|---|---|---|
|         | 4G Market                   |                               |   |   |   |
|         | 3G Data Coverage            |                               |   |   |   |
|         | 1X Data Coverage            |                               |   |   |   |
|         | Extended 3G Data Coverage   |                               |   |   |   |
|         | Extended 1X Data Coverage   |                               |   |   |   |
|         | Data Coverage Not Available |                               |   |   |   |
|         |                             | Mobile Broadband              | ✓ | ✓ | ✓ |
|         |                             | National Access               | ✓ | ✓ | ✓ |
|         |                             | VCAST - Video/Music           | ✓ | ✓ | ✓ |
|         |                             | Email/Web/Messaging           | ✓ | ✓ | ✓ |
|         |                             | VZ Navigator/Wireless Locator | ✓ | ✓ | ✓ |
|         |                             | Push to Talk                  | ✓ | ✓ | ✓ |
|         |                             | BlackBerry® Push to Talk      | ✓ | ✓ | ✓ |
|         |                             | Prepaid Data                  | ✓ | ✓ | ✓ |

**Important Map Information:**  
 This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See [verizonwireless.com/coverage/locator](http://verizonwireless.com/coverage/locator) for additional information.

**Handset Banner Information:**  
 "Extended Network" or "Roaming": Included Features and Optional Services may not be available.

MS16171130

Network details © coverage maps at [vzw.com](http://vzw.com). © 2010 Verizon Wireless.

## Verizon Wireless Calling Plan and Feature Details

### Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

**Calling Plans and Associated Charges:** Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**Home Airtime and Roaming:** Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at [www.verizonwireless.com](http://www.verizonwireless.com). Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial \*228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

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

### Verizon Wireless Calling Plan Included Features

|   |                                       |
|---|---------------------------------------|
| Call Waiting <sup>1,6</sup>                                     | Three Way Calling <sup>1,6</sup>      |
| Call Forwarding <sup>6</sup>                                    | No Answer/ Busy Transfer <sup>6</sup> |
| Caller ID <sup>2,6</sup>  | Basic Voice Mail <sup>3,6</sup>       |
| 411 Connect <sup>sm</sup> <sup>4,6</sup> (Directory Assistance) | Basic TXT Messaging <sup>5</sup>      |

<sup>1</sup>Airtime charges apply to all calls simultaneously.

<sup>2</sup>When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing \*67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

<sup>3</sup>Airtime charges apply to message retrieval.

<sup>4</sup>411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

<sup>5</sup>TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

<sup>6</sup>Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

**Push to Talk:** Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. 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 call. Push to Talk 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](http://www.verizonwireless.com) for additional Push to Talk information.

**Mobile to Mobile:** Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.\*

**Night and Weekends:** Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.\*

**\*NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

**TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

**Mobile to Mobile Messaging:** Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries.

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

**V Cast VPak:** Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and feature details. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 feature details apply and can be found at [www.verizonwireless.com](http://www.verizonwireless.com)

**Mobile Web:** Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, plan details. Complete feature details for Mobile Web may be found at [www.verizonwireless.com](http://www.verizonwireless.com)

**International Long Distance:** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

**Verizon Wireless International Long Distance Value Plan:** Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at [www.verizonwireless.com](http://www.verizonwireless.com).

**International Roaming (Global Phone):** Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

**Roaming in CDMA countries outside of the US:** Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

**Roaming in GSM countries:** CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates and plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and

\$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

## VZAccess and VZEmail (Mobile Broadband & Data Services)

**VZAccess and VZEmail Calling Plans and Features:** VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on [www.verizonwireless.com](http://www.verizonwireless.com). VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit [www.verizonwireless.com](http://www.verizonwireless.com). All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

**Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes:** (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For the Mobile Broadband Access for State of SC Calling Plan – 4G, should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.

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

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

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

**VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)):** Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

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

**GlobalAccess:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

**GlobalEmail:** GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

## Share Option

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

**America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers:** (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

## M2M Data Plan Terms and Conditions

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

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

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

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

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

## Verizon Wireless Plan and Feature Details

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

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

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit [www.verizonwireless.com/networkoptimization](http://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 reserve the right to take measures to protect our network and other users from spam, 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](http://verizonwireless.com/privacy)]

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

#### M2M Sharing

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

**Note:** <sup>1</sup>A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.