



**Contract for Services # MA152**

**Solicitation # CJ18012**

**Vendor # 94253A**

**Category 3 Pricing**



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## **Subcategory A: Fleet Management**

### **Reveal Installation Services**

The pricing below reflects one-time charges. No discounts apply

Verizon Connect Fleet USA LLC's Reveal Platform, is a cloud-based fleet, mobile workforce management and asset tracking solution which offers end-to-end capabilities, including advanced analytics, database connectors, integrated maintenance management, advanced administration tools, integrated video monitoring capability, and various levels of support services, training and professional services, and includes all related equipment, services, and features and applicable documentation. Customers pay via a monthly subscription fee and the services include a comprehensive web application and numerous solutions for remote and on the job usage. Users log to the website and can view location and reporting data for vehicles and drivers they have access to.

SKU	Product Name	Product Description	Term	Price Plan ID	Price per Unit
FLT-GV-1300000125	Installation - no show	Installation - no show	One Time Charge	784357	\$150.00
FLT-GV-1400000200	Install: VTU+Features or AT Trip	Install: VTU+Features or AT Trip	One Time Charge	784358	\$80.00
FLT-GV-1400000210	Install: Features Only Trip	Install: Features Only Trip	One Time Charge	784308	\$50.00
FLT-GV-1400000211	Install: Camera (Standalone Trip)	Install: Camera (Standalone Trip)	One Time Charge	784208	\$80.00
FLT-GV-1400000212	Install: Camera (VTU Trip Add-on)	Install: Camera (VTU Trip Add-on)	One Time Charge	784259	\$50.00

### **Reveal Subscription Services**

The pricing below reflects the monthly fee. No discounts apply

SKU	Product Name	Product Description	Term	Price Plan ID	Price per Unit
FLT-GV-1400000004	Powered Asset Tracking Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES RELIABLE TRACKING FOR FIXED AND MOVABLE FLEET ASSETS SUCH AS BULLDOZERS, EXCAVATORS, TRACTORS, CRANES, AND OTHER ASSETS THAT WOULD HAVE A POWER SUPPLY TO POWER THE TRACKING UNIT. THIS IS A HARD WIRED DEVICE AND IT INCLUDES DEVICE, CABLES, AND MONTHLY SOFTWARE SUBSCRIPTION. REQUIRED SUBSCRIPTION TERM IS 36 MONTHS, INCLUDES PRO INSTALL.	Monthly	784257	\$12.95
FLT-GV-1400000016	PTO/Digital Input Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. MONITOR POWER TAKE-OFF (PTO) FOR VEHICLES. PTO - IS A METHOD FOR TAKING POWER FROM A POWER SOURCE, SUCH AS A RUNNING ENGINE, AND TRANSMITTING IT TO AN APPLICATION SUCH AS AN ATTACHED IMPLEMENT OR SEPARATE MACHINE.	Monthly	784302	\$0.00

FLT-GV-1400000018	Non Powered Asset Tracking Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES RELIABLE TRACKING FOR FIXED AND MOVABLE FLEET ASSETS SUCH AS TRAILERS, CONTAINERS/PODS, GENERATORS, HEAVY DUTY EQUIPMENT AND OTHER ASSETS THAT DO NOT HAVE A DEDICATED POWER SUPPLY (I.E. DUMPSTERS). THIS IS A BATTERY POWERED DEVICE WITH 4G TECHNOLOGY. HARDWARE DEVICE AND MONTHLY SOFTWARE SUBSCRIPTION INCLUDED. REQUIRED SUBSCRIPTION TERM IS 36 MONTHS.	Monthly	784304	\$8.95
FLT-GV-1400000019	Driver ID Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DRIVER ID SUBSCRIPTION ALLOWS USERS TO IDENTIFY DRIVERS IN NEAR REAL TIME WITH GPS TRACKING. INITIAL ORDER INCLUDES DRIVER ID HARDWARE AND 3 KEY FOBs.	Monthly	784303	\$0.00
FLT-GV-1400000030	Vehicle Tracking Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOCATION TRACKING SERVICE PROVIDES REPORTING ON LOCATION, SPEEDS, IDLING, ETC. THE VEHICLE TRACKING SUBSCRIPTION INCLUDES REVEAL DEVICE, CABLE, AND MONTHLY SOFTWARE SUBSCRIPTION. REQUIRED SUBSCRIPTION TERM IS 36 MONTHS, INCLUDES PRO INSTALL.	Monthly	784202	\$19.45
FLT-GV-1400000031	Panic Button Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PANIC BUTTON SUBSCRIPTION NON TRADE AGREEMENT ACT COMPLIANT (NON TAA). THE PANIC FEATURE ALLOWS THE DRIVER TO SEND A DISTRESS SIGNAL TO REVEAL. THIS TRIGGERS AN ALERT IN REVEAL TO NOTIFY RECIPIENTS THAT THE PANIC BUTTON HAS BEEN ACTIVATED.	Monthly	784256	\$1.00
FLT-GV-1400000041	Vehicle Tracking Subscription - EZ-Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOCATION TRACKING SERVICE PROVIDES REPORTING ON LOCATION, SPEEDS, IDLING, ETC. THE VEHICLE TRACKING SUBSCRIPTION INCLUDES REVEAL DEVICE AND MONTHLY SOFTWARE SUBSCRIPTION. PLUG N PLAY HARDWARE. REQUIRED SUBSCRIPTION TERM IS 36 MONTHS. INCLUDES PRO INSTALL.	Monthly	784306	\$19.45
FLT-GV-1400000042	Reveal Navigation Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. REVEAL NAVIGATION IS A MOBILE SOFTWARE APP THAT KEEPS DRIVERS SAFE BY ENSURING THEY TRAVEL ON	Monthly	784352	\$7.00

		PERMITTED ROADS ONLY, AVOIDING RESTRICTIONS LIKE LOW BRIDGES OR TUNNELS ALL WHILE PROVIDING UP-TO-DATE ROUTES TO AVOID MAJOR ACCIDENTS, CONSTRUCTIONS AND ROAD CLOSINGS. ALL VTUS ON ACCOUNT REQUIRE SUBSCRIPTION.			
FLT-GV-1400000052	Logbooks Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOG BOOK HELPS YOU STAY COMPLIANT WITH THE FMCSA AND MANAGE YOUR DRIVERS' HOURS BY COMBINING NECESSARY VEHICLE DATA WITH DRIVER STATUS FROM THE VERIZON CONNECT ANDROID OR IOS-BASED MOBILE APPLICATION.	Monthly	784305	\$4.95
FLT-GV-1400000106	Roadside Assistance Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES THE SUBSCRIBER WITH A CONVENIENT MEANS TO SUMMON HELP FOR VEHICLE-RELATED PROBLEMS SUCH AS A BREAKDOWN OR FLAT TIRE. ALL VEHICLE TRACKING UNITS (VTUS) ON ACCOUNT REQUIRE SUBSCRIPTION.	Monthly	784205	\$1.50
FLT-GV-1400000113	64GB Upgrade Subscription	64GB MICRO SD CARD UPGRADE SUBSCRIPTION TO ROAD FACING AI DASHCAM AND DUAL CHANNEL AI DASHCAM TO INCREASE VIDEO CAPTURE STORAGE.	Monthly	784255	\$1.00
FLT-GV-1400000117	128GB Upgrade Subscription for CP2	STANDARD SD CARD 128GB SUBSCRIPTION (DASHCAM MEMORY UPGRADE), CAN BE USED WITH CP2 DASHCAM ONLY.	Monthly	784356	\$2.00
FLT-GV-1400000220	Dual Channel AI Dashcam Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DUAL CHANNEL AI DASHCAM PROVIDES ROAD AND DRIVER FACING VIDEO FOOTAGE FOR HARSH DRIVING EVENTS (HARSH ACCELERATION, CORNERING, ACCELERATION & SUDDEN FORCE). THE DUAL FACING AI DASHCAM SUBSCRIPTION INCLUDES DUAL CAMERA, PRIVACY COVERS, CABLING AND MONTHLY INTEGRATED VIDEO SOFTWARE SUBSCRIPTION. VEHICLE TRACKING SUBSCRIPTION IS REQUIRED AND DASHCAM SUBSCRIPTION TERM IS 36 MONTHS, INCL. PRO INSTALL.	Monthly	784204	\$29.95
FLT-GV-1400000221	Road Facing AI Dashcam Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. ROAD FACING AI DASHCAM PROVIDES ROAD FACING VIDEO FOOTAGE FOR HARSH DRIVING EVENTS (HARSH ACCELERATION, CORNERING, ACCELERATION & SUDDEN FORCE). THE ROAD FACING AI DASHCAM SUBSCRIPTION INCLUDES ROAD	Monthly	784353	\$24.95

		FACING CAMERA, PRIVACY COVER, CABLING AND MONTHLY INTEGRATED VIDEO SOFTWARE SUBSCRIPTION. VEHICLE TRACKING SUBSCRIPTION IS REQUIRED AND DASHCAM SUBSCRIPTION TERM IS 36 MONTHS, INCLUDES PRO INSTALL.			
FLT-GV-1400000222	AI Dashcam Micro SD Card 128GB Subscription for KP2	AI DASHCAM USING MICRO SD CARD 128GB SUBSCRIPTION (DASHCAM MEMORY UPGRADE), CAN BE USED WITH AI DASHCAM (KP2) ONLY.	Monthly	784252	\$1.00
FLT-GV-1400000223	ADAS Forward Facing Video Add-On Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. ADAS FORWARD FACING VIDEO ADD-ON. OPTIONAL ADDITIONAL SUBSCRIPTION FOR THE ROAD & DUAL DASHCAM WHICH ENABLES THE ADVANCED DRIVER ASSISTANCE SYSTEM FOR THE DUAL AND ROAD FACING CAMERAS E.G. TAILGATING, PEDESTRIAN COLLISION WARNINGS.	Monthly	784207	\$1.10
FLT-GV-1400000224	DMS Driver Facing Video Add-On Subscription	Customer would access service through web portal and mobile application. DMS Driver Facing Video Add-On. Optional additional subscription for the Dual & Driver Facing AI Dashcam which enables the Driver Monitoring System for the driver facing camera e.g. Distracted Driving, Phone Calling.	Monthly	784307	\$1.10
FLT-GV-1400000225	Driver Facing AI Dashcam Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DRIVER-FACING CAMERA (DFC) IS AN ADD-ON TO THE INTEGRATED VIDEO PRODUCT. IT ALLOWS THE CUSTOMER TO MONITOR DRIVER BEHAVIOR ALONGSIDE THE STANDARD INTEGRATED VIDEO OFFERING. A CUSTOMER MUST HAVE A ROAD-FACING CAMERA INSTALLED FOR THE DRIVER-FACING CAMERA TO OPERATE.	Monthly	784253	\$5.00
FLT-GV-1400000230	Vehicle Tracking Subscription - Self Install	Customer would access service through web portal and mobile application. Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device, cable, and monthly software subscription. Required subscription term is 36 months, self install.	Monthly	784354	\$17.45
FLT-GV-1400000231	Vehicle Tracking Subscription - EZ - Self Install	Customer would access service through web portal and mobile application. Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device and monthly software subscription. Plug n Play Hardware. Required subscription term is 36 months, self install.	Monthly	784203	\$17.45

FLT-GV-1400000232	Powered Asset Tracking Subscription - Self Install	Customer would access service through web portal and mobile application. Provides reliable tracking for fixed and movable fleet assets such as bulldozers, excavators, tractors, cranes, and other assets that would have a power supply to power the tracking unit. This is a hard wired device and it includes device, cables, and monthly software subscription. Required subscription term is 36 months, self install.	Monthly	784206	\$10.95
FLT-GV-1400000240	Road Facing AI Dashcam Subscription - Self Install	Customer would access service through web portal and mobile application. Road Facing AI Dashcam provides road facing video footage for harsh driving events (harsh acceleration, cornering, acceleration & sudden force). The Road Facing AI Dashcam subscription includes Road facing camera, Privacy cover, cabling and monthly Integrated Video software subscription. Vehicle tracking subscription is required and Dashcam subscription term is 36 months, self install.	Monthly	784355	\$23.45
FLT-GV-1400000250	Dual Channel AI Dashcam Subscription - Self Install	Customer would access service through web portal and mobile application. Dual Channel AI Dashcam provides road and driver facing video footage for harsh driving events (harsh acceleration, cornering, acceleration & sudden force). The Dual Facing AI Dashcam subscription includes Dual camera, privacy covers, cabling and monthly Integrated Video software subscription. Vehicle tracking subscription is required and Dashcam subscription term is 36 months, self install.	Monthly	784254	\$28.45
FLT-GV-1400000351	AI Dashcam Micro SD Card 256GB Subscription for KP2	AI Dashcam using Micro SD Card 256GB Subscription (dashcam memory upgrade), can be used with AI Dashcam (KP2) only.	Monthly	795602	\$1.60



## Reveal Accessories – Vehicle Monitoring

The pricing below reflects the accessory charges. No discounts apply

SKU	Product Name (SkU Name)	Product Description	Term	Price per Unit
FLT-GV-1100000044	XIRGO PANIC KIT REPL	XIRGO PANIC KIT REPLACEMENT	One Time Charge	\$15.00
FLT-GV-1100000388	KEY FOB ID	DRIVER ID KEY FOB NON-TAA	One Time Charge	\$2.50
FLT-GV-1100000571	XIRGO DRIVER ID KIT	XIRGO DRIVER ID KIT NON-TAA	One Time Charge	\$50.00
FLT-GV-1100000682	CBL-0040-TAA XIRGO E	CBL-0040-TAA XIRGO ENHANCED POWER CBL	One Time Charge	\$4.00
FLT-GV-1100000720	POWERED ASSET HW REP	POWERED ASSET HW REPLACEMENT	One Time Charge	\$95.00
FLT-GV-1100000721	NONPOWERED ASSET HW	NONPOWERED ASSET HW REPLACEMENT	One Time Charge	\$95.00
FLT-GV-1100000750	KEY FOB ID TAA (GSA	KEY FOB ID TAA (GSA AND NASPO)	One Time Charge	\$3.95
FLT-GV-1100000763	EXTERNAL BUZZER TAA	EXTERNAL BUZZER TAA	One Time Charge	\$30.00
FLT-GV-1100000778	ALCOHOL WIPE	ALCOHOL WIPE	One Time Charge	\$0.75
FLT-GV-1100000800	XIRGO DRIVER ID KIT	XIRGO DRIVER ID KIT TAA	One Time Charge	\$50.00
FLT-GV-1100000921	AI DASHCAM-DUAL-NA-6	AI DASHCAM-DUAL-NA-64-3W	One Time Charge	\$379.00
FLT-GV-1100000922	AI DASHCAM-ROAD-NA-6	AI DASHCAM-ROAD-NA-64-3W	One Time Charge	\$345.00
FLT-GV-1100000931	MICRO SD CARD 64GB F	MICRO SD CARD 64GB FOR KP2 OR AP1	One Time Charge	\$47.00
FLT-GV-1100000932	CABLE CLIP 5 PCS	CABLE CLIP 5 PCS	One Time Charge	\$1.00
FLT-GV-1100000933	TORX KEY	TORX KEY	One Time Charge	\$4.00
FLT-GV-1100000934	DFC BLANK PLATE FOR	DFC BLANK PLATE FOR KP2	One Time Charge	\$7.50
FLT-GV-1100000935	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II PASSTHROUGH	One Time Charge	\$28.00
FLT-GV-1100000936	INSTALL TOOL	INSTALL TOOL	One Time Charge	\$2.00
FLT-GV-1100000937	POWER ADAPTOR - 9-PI	POWER ADAPTOR - 9-PIN	One Time Charge	\$28.00
FLT-GV-1100000938	POWER ADAPTOR - 6-PI	POWER ADAPTOR - 6-PIN	One Time Charge	\$28.00
FLT-GV-1100000939	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II DIRECT (POWER)	One Time Charge	\$28.00
FLT-GV-1100000940	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II DIRECT (POWER & DATA) (OBDII DATA CABLE KIT REQUIRED FOR ADAS FOR KP2)	One Time Charge	\$56.50
FLT-GV-1100000941	DFC PRIVACY COVER	DFC PRIVACY COVER	One Time Charge	\$2.00

FLT-GV-1100000942	POWER ADAPTOR - 3-WI	POWER ADAPTOR - 3-WIRE (THREE (3)-WIRE CABLE ADAPTOR FOR KP2)	One Time Charge	\$15.00
FLT-GV-1100000951	POWER ADAPTOR – FMS	POWER ADAPTOR – FMS	One Time Charge	\$28.00
FLT-GV-1100000961	SIDE PLATE KIT	SIDE PLATE KIT	One Time Charge	\$6.00
FLT-GV-1100000962	ANGLED BLOCK WEDGE F	ANGLED BLOCK WEDGE FOR KP2	One Time Charge	\$28.00
FLT-GV-1100000968	RFC PRIVACY COVER	RFC PRIVACY COVER	One Time Charge	\$2.00
FLT-GV-1100000969	Micro SD Card 128GB	MICRO SD CARD 128GB	One Time Charge	\$65.75
FLT-GV-1100000971	PRIVACY STICKER	PRIVACY STICKER	One Time Charge	\$1.50
FLT-GV-1100000972	PRIVACY COVER BAG	PRIVACY COVER BAG	One Time Charge	\$4.00
FLT-GV-1100000975	DRIVER FACING CAMERA	DRIVER FACING CAMERA	One Time Charge	\$47.00
FLT-GV-1100000976	MOUNTING BRACKET & C	MOUNTING BRACKET & CABLE (WINDOW MOUNTING BRACKET WITH POWER CABLE FOR KP2)	One Time Charge	\$37.50
FLT-GV-1100000983	3M ADHESIVE REPLACEM	3M ADHESIVE REPLACEMENT FOR KP2	One Time Charge	\$4.00
FLT-GV-1100001061	ACCESSORY HARNESS -	ACCESSORY HARNESS – POWERED – Y XIRGO	One Time Charge	\$7.50
FLT-GV-1100001091	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT NON-TAA (ELD)	One Time Charge	\$145.00
FLT-GV-1100001092	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT NON-TAA	One Time Charge	\$145.00
FLT-GV-1100001122	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT TAA (ELD)	One Time Charge	\$145.00
FLT-GV-1100001142	256G MSD CARD	MICRO SD CARD 256GB	One Time Charge	\$71.00

## Verizon Connect NWF Service Options

The Service Options below have been discounted. No additional discounts apply.

Service Options below are only available for existing lines of service.

No new lines of service may be ordered.

Service Options	Purchase Cost (Monthly Recurring Charge)
Connect	\$2.95
Customizable Update Rates ("CUR") 1 Minute	\$0.00
Customizable Update Rates ("CUR") 45 Seconds	\$1.00
Customizable Update Rates ("CUR") 30 Seconds	\$2.00
Customizable Update Rates ("CUR") 15 Seconds	\$3.00
Satellite	\$34.95
Data Services	\$0.00

**Notes:** Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Verizon Connect NWF Service that are subject to review by end user government agencies. **SERVICE OPTIONS ARE AVAILABLE FOR EXISTING LINES OF SERVICE ONLY. NO NEW LINES OF SERVICE MAY BE ORDERED.**

**Customizable Update Rates (CUR).** Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

Item Number	Accessory	Price (One Time Charge)
PARTS030	Reinstallation Kit	\$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$50.00
PARTS032	Combination Antenna A (standard)	\$30.00
PARTS037	AT-1400 Replacement Battery	\$45.00
PARTS039	AT-1400 Bracket	\$20.00
PARTS069	OBD Harness Extension	\$10.00
PARTS070	16-Pin Heavy Duty Harness	\$35.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	\$145.95
PARTS054	Garmin FMI Modified Cable	\$55.00
A-PEM001	PEM Port Expansion Module	\$140.00
PARTS059	Quick Install Harness	\$10.00
A-SAT001	Satellite Modem	\$550.00
PARTSS063	Satellite Antenna	\$50.00
PARTSS064	Satellite Harness	\$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	\$650.00
PARTS095	ID Reader Adapter Install Kit	\$30.00
PARTS060	Driver ID Reader	\$15.00
PARTS061	Driver ID Key	\$3.50
PARTS087	Audible Driver ID Alert	\$15.00
PARTS071	Bluetooth Extension	\$0.00
PARTS093	Universal Harness (6100)	\$10.00
PARTS058	Universal Harness	\$10.00
PARTS097	5000 9-Pin "D" Mount Harness Type 2	\$35.00
PARTS098	5000 9-Pin Square Harness Type 2	\$35.00
PARTS111	USM 9-Pin "D" Mount Harness Type 2 Pins F-G	\$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	\$35.00

Item Number	Legacy Installation Type	Pricing (per unit)	Notes
<b>Installation Services below are only available to repair or replace existing customer inventory.</b>			
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	\$65.00	Base Installation includes 1 Device and 1 Harness
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$65.00	Sensor Install is \$65.00 PER SENSOR
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	\$35.00	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	\$35.00	
I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	\$35.00	
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	\$65.00	
I-SWAP-UNIT	Device Swap	\$65.00	
I-TRANSFER-UNIT	Device Transfer	\$65.00	
I-REMOVAL-UNIT	Removal	\$65.00	Removal of device.
I-NOSHOW	No Show	\$75.00	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT- UNIT	Troubleshoot; Mileage	\$65.00	Per Trip
TRAINING-HALF	½ Day Installation Training	\$150.00	
TRAINING-FULL	Full Day Installation Training	\$300.00	

### Legacy Pricing: Verizon Connect NWF Service Options

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost (Monthly Recurring Charge)
5200-GPS Only ( <b>only available to repair or replace customer inventory</b> )	\$17.00
5500-Diagnostics + GPS ( <b>only available to repair or replace customer inventory</b> )	\$19.00

**Notes:** Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Verizon Connect NWF Service that are subject to review by end user government agencies.

**Customizable Update Rates (CUR).** Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

## Legacy Pricing: Verizon Connect NWF Device/Hardware Options

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device/Hardware Options	Purchase Cost (One Time Charge)
5200-GPS Only (must be purchased with a Harness from the list below under accessories) <b>(only available to repair or replace customer inventory)</b>	\$.01
5500-Diagnostics + GPS (must be purchased with a Harness from the list below under accessories) <b>(only available to repair or replace customer inventory)</b>	\$.01
<b>Notes:</b> Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.	

Item Number	Legacy Accessory	Price (One Time Charge)
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$35.00
PARTS041	Sensor Input Harness (5500/5200)	\$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	\$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	\$35.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	\$35.00
PARTS046	Universal Harness (5200)	\$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	\$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	\$20.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$74.95
PARTS065	Asset Guard BX Replacement Batter (1)	\$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	\$75.00
<b>Notes:</b> * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).		

See below for [Verizon Connect Networkfleet \(NWF\) Terms & Conditions](#) and [VCF Services – Terms and Conditions](#).

## **Subcategory B: Mobile Device Management/Enterprise Mobility (MDM/EMM)**

### **Asavie Moda**

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

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

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

Description	SKU Name	Plan ID	Quantity	Annual	Monthly
<sup>1</sup> Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.85	\$6.38
			500-999	\$60.75	\$5.63
		677971 (Monthly)	1000-2499	\$52.65	\$4.88
			2500-9999	\$48.60	\$4.50
			10000+	\$40.50	\$3.75
<sup>2</sup> Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.85	\$6.38
			500-999	\$60.75	\$5.63
		677968 (Monthly)	1000-2499	\$52.65	\$4.88
			2500-9999	\$48.60	\$4.50
			10000+	\$40.50	\$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

<sup>1</sup>Asavie Moda for MPN Gov Customers – **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

<sup>2</sup>Asavie Moda Global (OTT) Gov Customers – **Does not** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. (“Asavie”), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services (“Asavie Services”), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer’s Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

See below for [Asavie Moda on Verizon – Government](#) terms and conditions.

## Asavie IoT Connect®

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

**Asavie IoT Connect®** provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

Name	SKU Name	Plan ID	Quantity	Annual	Monthly
IoT MPN 25 MB	IOTCMPN25MBG	677959 (Annual)	1-199	\$24.22	\$2.24
			200-499	\$20.59	\$1.91
			500-999	\$18.16	\$1.68
		677958 (Monthly)	1000-2499	\$15.74	\$1.46
			2500-9999	\$14.53	\$1.35
			10000+	\$12.11	\$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

<sup>1</sup> Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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## Asavie IoT Connect® with Cloud Connect

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Annual	Monthly
IoT MPN 25 MB CC	IOTCMPN25MBCCG	677953 (Annual)	1-199	31.46	2.99
			200-499	26.74	2.54
			500-999	23.59	2.24
		677952 (Monthly)	1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN 150 MB	IOTCMPN150MBG	677957 (Annual)	1-199	\$40.42	\$3.74
			200-499	\$34.36	\$3.18
			500-999	\$30.31	\$2.81
		677956 (Monthly)	1000-2499	\$26.27	\$2.43
			2500-9999	\$24.25	\$2.25
			10000+	\$20.21	\$1.87
IoT MPN 150+ MB	IOTCMPN150MBPLUSG	677955 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.78	\$6.37
			500-999	\$60.69	\$5.62
		677954 (Monthly)	1000-2499	\$52.60	\$4.87
			2500-9999	\$48.55	\$4.50
			10000+	\$40.46	\$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

<sup>1</sup> Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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## Asavie Mobile

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Monthly
SIA MOBILE GOV MONTHLY	SIAMOBG	770204	1-999	\$2.99
			1,000 – 2,499	\$2.69
			2,500+	\$2.24
SIA MOBILE GOV ANNUAL	SIAMOBG	770202	1-999	\$32.32
			1,000 – 2,499	\$29.09
			2,500+	\$24.22
SIA MOBILE GOV CUSTOM 2YR	SIAMOBG	770203	1-999	\$57.46
			1,000 – 2,499	\$51.71
			2,500+	\$43.06

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

<sup>1</sup>Asavie Moda for MPN Gov Customers – **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

<sup>2</sup>Asavie Moda Global (OTT) Gov Customers – **Does not** require Private Network

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## Asavie SIA IoT GOV

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Monthly
SIA IoT GOV MONTHLY	SIAIOTG	770352	1-999	\$1.87
			1,000 – 2,499	\$1.68
			2,500+	\$1.49
SIA IoT GOV ANNUAL	SIAIOTG	770353	1-999	\$20.17
			1,000 – 2,499	\$18.15
			2,500+	\$16.34
SIA IoT GOV CUSTOM 2YR	SIAIOTG	770354	1-999	\$35.86
			1,000 – 2,499	\$32.24
			2,500+	\$28.99

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

<sup>1</sup>Asavie Moda for MPN Gov Customers – **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

<sup>2</sup>Asavie Moda Global (OTT) Gov Customers – **Does not** require Private Network

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## Asavie Professional Services

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Service Name	Sku	Sku Description	PPID	Term	Quantity	Price
Live Services / SD	SIALIVSERG	The role of Live Services individual is to act as a first- and second-line support for all customer on-boarding activities, troubleshooting engagements and primary point for initial escalations once a service is deemed live and in production. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770403	Onetime Charge	1	\$875.00
Software Engineer	SIASOFENG	The role of Software Engineers is to provide support on individual business logic components (albeit platform or application driven). The responsibilities of the Software Engineers include minor business logic development, executing specific test cases, troubleshooting and resolving technical issues. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770405	Onetime Charge	1	\$875.00
SRE Engineer	SIASREG	The role of Senior Software Engineers is to provide subject matter expertise on individual business logic components (albeit platform or application driven). The responsibilities of the Senior Software Engineers include business logic development, installation and configuration of the solution, testing, executing specific test cases, troubleshooting and resolving technical issues. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770456	Onetime Charge	1	\$1,000.00

Senior Software Engineer	SIASENSOFG	The role of Site Reliability Engineer (SRE) is to assume overall technical responsibility of the infrastructure deployment. The SRE Engineer will perform integration responsibilities across Data Centre or cloud environments, perform system/integration testing across the solution, execute test cases as needed, attend meetings regarding technical aspects of the project, and assist Architects and developers as required. This role can be remote or onsite. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770453	Onetime Charge	1	\$1,000.00
Lead Engineer	SIALEADENG	The role of Lead Engineer is to assume overall technical responsibility of the solution implementation. The Lead Engineer will perform integration responsibilities across the development platform and individual network components, system testing across the solution, execute test cases as needed, attend meetings regarding technical aspects of the project, and assist the Senior Software Engineers as required. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770504	Onetime Charge	1	\$1,200.00
Database Analyst	SIADATAG	The role of Database Analyst is to assume overall technical responsibility of the Database design and implementation. The DBA will perform design and integration responsibilities across the platform, execute specific DB testing across the solution, attend meetings regarding technical aspects of the project, and assist Architect and Software Engineers as required. This is a remote service. (Government Rate) Multiple days charged	770552	Onetime Charge	1	\$1,200.00

		separately. E.g.: 7 days = 7 x Daily Rate				
Architect	SIAARCG	The role of Architect will be responsible for the technical solutions at customer level and will interface with all engineering teams on agreed solution. The Architect will act as single point of contact to whom all Akramai engineering and technical communications may be addressed and who has technical authority to make decisions on the solution architecture. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770406	Onetime Charge	1	\$1,200.00
Project Manager	SIAPROJMANG	The role of Project Manager is to manage overall customer project responsibilities and to successfully deliver the project objectives. The customer project team will report to the Project Manager. The responsibilities of Project Manager include managing the overall project schedule and progress, serving as the primary point of contact for Customer to address high risk issues that impact the project as a whole and addressing any issues that cannot be resolved by the project team. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770454	Onetime Charge	1	\$1,200.00
Program Manager	SIAPROGMANG	The role of Program Manager is to serve as the primary point of contact across multiple customer projects. Additional responsibilities of the Program Manager include resolving director level project issues, attending high level meetings as requested by Customer, relationship management with Customer, and managing the	770555	Onetime Charge	1	\$1,500.00

		change request process and in-life project commercials across all Customer projects. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate				
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### eFax Corporate

The pricing below reflects the monthly access fee discount. No additional discounts apply..

eFax Corporate® is the world's leading cloud fax solution, providing state-of-the-art Digital Cloud Fax Technology (DCFT) to customers seeking an internet-based alternative to traditional paper-based fax machines.

SKU#	Description	Monthly Cost	Annual Cost
GOV_SELECT	Provides up to 2 fax numbers and up to 200 pages.	\$7.99 (730005)	\$86.29 (730004)
GOV_STANDARD	Up to 5 fax numbers and up to 500 pages.	\$17.99 (729957)	\$194.29 (729956)
GOV_PRO	Up to 10 fax numbers and up to 1000 pages per month	\$35.99 (729953)	\$388.29 (729952)
EFAX_OVERAGE	Overage charges for exceeding fax sent/received page allowance per month	Overage (730053)	\$0.10 per page

**Note: Customers must have an active email address to initiate service and receive eFax welcome email.** eFax page allowance is per page (sent/received). Multiple licenses and stacking are permitted. eFax licenses on the same account will share page allowances. The eFax application may be used from any internet connection. eFax is compatible with One Talk service and connected multifunction printers with the eFax app installed. eFax licenses are for a 12 month term, no proration. Faxing to International phone numbers is not currently available. Government customers must use the eFax numbers provided by Verizon to receive onshore eFax support (833) 753-2563. Please also refer to the terms of service and privacy statement provided at the links below for additional governing terms.

#### Terms of Service

<https://enterprise.efax.com/company/customer-agreement>

#### Privacy Statement

<https://enterprise.efax.com/company/privacy-policy>



## IBM® MaaS360® Enterprise Mobility Management (EMM)

### Unified Endpoint Management (UEM)

#### IBM® MaaS360® Enterprise Mobility Management (EMM)

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

#### Enterprise Mobility Suites: Core Products

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license <u>per device</u>	Essentials	D1P3GLL	Essentials Suite per Device	\$2.25 598456	\$27.00 598455
	Deluxe	D1P3LLL	Deluxe Suite per Device	\$3.75 598457	\$45.00 598458
	Premiere	D1P3RLL	Premier Suite per Device	\$4.69 598459	\$56.25 598460
	Enterprise	D1P3WLL	Enterprise Suite per Device	\$6.75 598461	\$81.00 598462
Per User: One (1) license <u>per single user</u> with multiple devices	Essentials	D1P3ILL	Essentials Suite Per User	\$4.50 598463	\$54.00 598464
	Deluxe	D1P3NLL	Deluxe Suite per User	\$7.50 598465	\$90.00 598466
	Premiere	D1P3TLL	Premier Suite per User	\$9.38 598467	\$112.50 598468
	Enterprise	D1P3YLL	Enterprise Suite per User	\$13.50 598469	\$162.00 598470

#### Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM Fast Start Customer Setup is required for less than 50 licenses.**

#### IBM® MaaS360® Enterprise Mobility Management: Add-On Products

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

- ✓ These SKUs require an active subscription from the **Core Products** list (see above).
- ✓ This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license <u>per device</u>	Mobile Threat Management	D1AJPLL	Mobile Threat Mgmt per Device	\$0.75 598473	\$9.00 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser per Device	\$0.75 598953	\$9.00 598954
	TeamViewer	D0048ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per Device	\$0.75 625453	\$9.00 714502



Per User: One (1) license per single user with multiple devices	Mobile Threat Management	D1AJSLL	Mobile Threat Mgmt per User	\$1.88 599454	\$22.50 599455
	Secure Mobile Browser	D1AGZLL	Secure Mobile Browser per User	\$1.88 598955	\$22.50 598956
	TeamViewer	D0047ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per User	\$1.50 625454	\$18.00 714452
<b>Product</b>	<b>SKU</b>	<b>Description</b>		<b>Monthly</b>	<b>Annual</b>
<b>Laptop Location</b>	D1AM8LL	Laptop Location	598471	\$0.38	N/A
			598472	N/A	\$4.50

**IBM® MaaS360®Enterprise Mobility Management Professional Services**

IBM MaaS360 EEM Professional Services are not eligible for discounts.

Product	SKU	Plan ID	Description	One-time Cost
<b>IBM Email Setup - One Time Charge</b>	D01XLZX	741452	Provides remotely delivered expertise and guidance in setting up and configuring the MaaS360 Email Access Gateway. The IBM consultant will participate in the discussions and setup remotely via WebEx. Through the initial conversation, the consultant will recommend the appropriate scenario to leverage, and also provide recommendations for redundancy and load balancing as needed. The consultant will assist in deploying any of the following scenarios: (1) Email gateway for any access, (2) Email gateway to allow only MaaS360 Secure Mail clients, (3) Email gateway with client authentication using corporate credentials.	\$730.00
<b>Health Check Success Service</b>	D1RTALL	644452	IBM will assess your current deployment against your use cases, future goals, and industry best practices in a 1 day session. Receive a report with a score and recommendations on how to utilize MaaS360 to its full potential.	\$2,800.00
<b>IBM Fast Start Customer Setup Service</b>	D1X6SLL	636958	Fast Start is <u>required for accounts activating less than 50 licenses</u> . Provides set up assistance during a 2-hour phone call with a MaaS360 expert	\$500.00
<b>EMM 30-Day Trial</b>	D1P3TRL	598957	One-Time EMM 30-Day Trial. Customer can trial MaaS360 for 30 days. At the conclusion of the trial (but before the 30 day period ends), customer may convert the account to a paid subscription. Once the order is processed, the number of paid licenses can be provisioned to the account. Note. If the trial expires past the 30 day period customer must contact Verizon.	\$0.00
<b>Mobility Training Success Service</b>	D1RTBLL	644453	A 2 day, curriculum based training workshop to skill up your helpdesk, operations team, and administrators on enterprise mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	\$5,700.00
<b>Quick Start Success Service</b>	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	\$14,000.00

IBM MaaS360 EMM Core Products					
Included features are determined by IBM MaaS360 UEM License Type					
Feature	Functionality	Included Features by License			
		EMM Essential	EMM Deluxe	EMM Premier	EMM Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	x	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	x	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	x	x	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	x	x	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	x	x	✓	✓
Content Management	Enforce authentication, copy/paste & view-only restrictions	x	x	✓	✓

Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	x	x	✓	✓
App Security	Enforce authentication & copy/paste restrictions	x	x	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	x	x	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	x	x	x	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	x	x	x	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	x	x	x	✓

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## MobileIron [Acquired by Ivanti]

Secure Unified Endpoint Management (UEM) with Direct Support Bundles: Government Subscribers

The pricing below reflects the monthly access fee discount. No additional discounts apply.

**MobileIron Secure UEM Bundle.** Endpoint management for any device (iOS, android, macOS, Windows) Apps@Work, Help@Work, and Sentry.

Optional ADD-ON features: Mobile Threat Defense (MTD) or Mobile Threat Defense Premium (MTD Premium)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit/ Per Year
MI-UEM-D-1YMC-D	MobileIron Secure UEM	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$3.00 (693472)	\$36.00 (693470)
MI-UEM-U-1YMC-D	MobileIron Secure UEM	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$4.50 (693516)	\$54.00 (693517)
MI-UEM-D-1YS-D	MobileIron Secure UEM	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$3.00 (693618)	\$36.00 (693620)
MI-UEM-U-1YS-D	MobileIron Secure UEM	Per User (5 Devices/User) (On-Premise) Subscription License for 1 Year with Direct Support.	\$4.50 (693475)	\$54.00 (693476)

**MobileIron Secure UEM Premium Bundle:** for UEM, Tunnel, AppConnect, Apps, Conditional Access, ZSO One  
The pricing below reflects the monthly access fee discount. No additional discounts apply.

Optional ADD-ON features: Mobile Threat Defense (MTD), Mobile Threat Defense Premium (MTD Premium), Zero Sign-on (ZSO)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit / Per Year
MI-UEMP-D-1YMC-D	MobileIron Secure UEM Premium	Per Device Cloud Subscription License for 1 Year with Direct Support.	\$5.63 (693563)	\$67.50 (693562)
MI-UEMP-U-1YMC-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Cloud Subscription License for 1 Year with Direct Support.	\$9.00 (693511)	\$108.00 (693512)
MI-UEMP-D-1YS-D	MobileIron Secure UEM Premium	Per Device Subscription (On-Premise) License for 1 Year with Direct Support.	\$5.63 (693614)	\$67.50 (693613)
MI-UEMP-U-1YS-D	MobileIron Secure UEM Premium	Per User (5 Devices/User) Subscription (On-Premise) License for 1 Year with Direct Support.	\$9.00 (693464)	\$108.00 (693465)

**\*Refer to the Additional Requirements below for important information**

### MobileIron Zero Sign-On (ZSO) Feature: Cloud

Adaptive security and conditional access for any cloud service or in-house apps

The pricing below reflects the monthly access fee discount. No additional discounts apply.

SKU	Product Name	Product Description	Monthly Cost Per Unit / Per Year	Annual Cost Per Unit / Per Year
MI-ZSO-U-1YC-D	MobileIron Secure UEM	Per User (5 Devices/User) Subscription License for 1 Year with Direct Support.	\$2.25 (693523)	\$27.00 (693520)

NOTE: This feature is an add-on to Secure UEM Premium SKUs only

**\*Refer to the Additional Requirements below for important information**

### MobileIron Threat Defense Features: Cloud

Compatible with both MobileIron Cloud and MI Core/On premise

The pricing below reflects the monthly access fee discount. No additional discounts apply.

**MobileIron Threat Defense Feature:** Intrusion prevention system integrated into the MobileIron Client to defend against Device, Network, and Application based cyber-attacks

The pricing below reflects the monthly access fee discount. No additional discounts apply.

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTD-D-1YS-D	MobileIron Threat Defense	Per Device Cloud Subscription for 1 year with Direct Support.	\$3.00 (658460)	\$36.00 (633460)
MI-MTD-U-1YS-D	MobileIron Threat Defense	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$4.50 (658463)	\$54.00 (633462)

**MobileIron Threat Defense Premium Feature:** Intrusion prevention system integrated into the MobileIron Client and Advanced App Analysis

The pricing below reflects the monthly access fee discount. No additional discounts apply.

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTDPLUS-D-1YS-D	MobileIron Threat Defense Premium	Per Device Cloud Subscription for 1 year with Direct Support.	\$4.50 (658462)	\$54.00 (633461)
MI-MTDPLUS-U-1YS-D	MobileIron Threat Defense Premium	Per User (5 devices/user) Cloud Subscription for 1 year with Direct Support.	\$6.75 (658464)	\$81.00 (633463)

Notes: Includes zConsole (Cloud-based Command & Control Center) Zimperium's mobile threat management platform that monitors security incidents on zIPS-protected mobile devices and provides mobile forensic details (one per customer)

**\*Refer to the Additional Requirements below for important information**

**Additional Requirements:** MobileIron Secure UEM Bundles, MobileIron Secure UEM Premium Bundles, MobileIron Zero Sign-On (ZSO) Feature, MobileIron Threat Defense Features

**Purchase Requirements:**

- **MobileIron Cloud:** Minimum first time purchase of 25 licenses of Unified Endpoint Management Bundle required
- **MI Core/On premise:** Minimum 500+ Licenses Required for initial order/installation required
- **Deployment services** are required for all first time deployments.
- **Support levels** must match across all products purchased
- **Max of 5 devices/user** for Secure UEM and Secure UEM Premium bundles
- **Customers upgrading** from per Device to per User cannot downgrade
- **Enterprise Support** requires Direct Support

Customer may purchase MobileIron, Inc. [Acquired by Ivanti] ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions and can be viewed here: <https://www.ivanti.com/company/legal/miredirect>. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

**MobileIron incapptic Connect Feature: On-Premise**  
**Self-service portal for Customer's custom app development**  
The pricing below reflects the monthly access fee discount. No additional discounts apply.

SKU	Product Name	Product Description	Price Plan ID	Annual Cost (Per 10 Apps)
MI-INCAPPTIC-BAS-D-1YS-D	MobileIron incapptic Connect	Basic license with support for 10 apps using incapptic Connect, an app lifecycle management solution Subscription License for 1 year with Direct Support.	693468	\$15,000.00
MI-INCAPPTIC-APP-D-1YS-D	MobileIron incapptic Connect	Extension package with 10 apps, using incapptic Connect Subscription License for 1 year with Direct Support.	693567	\$15,000.00

Note: Statement of Work required.

**MobileIron Professional Services - Custom Scope SOW Required**  
The pricing below reflects the monthly access fee. No additional discounts apply.

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-SOW-PUF	Professional Services - Custom defined scope (e.g. multi-site, certificate integration, health checks, follow-on services) provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour SOW required  Billed Upfront	682954	\$250.00
MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	Rate per hour. 3-month period minimum. SOW required	510404	\$130.00

Note: Statement of Work required.



**MobileIron Professional Services - Open Scope**  
The pricing below reflects the monthly access fee. No additional discounts apply.

SKU	Product Description	Notes	Price Plan ID	Price per Hour
MI-PS-HOURS-PUF	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour	682955	\$250.00
Note: Statement of Work required.				

**MobileIron Professional Services - Deployment/Implementation Packages**

The pricing below reflects the monthly access fee. No additional discounts apply.

**MobileIron Professional Services: Deployment**

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-SECURE-UEM-CORE	Core Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693623	\$6,250.00
MI-PS-SECURE-UEM-CLOUD	Cloud Deployment for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693525	\$3,750.00
MI-PS-SECURE-UEM-PREM-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693569	\$15,000.00
MI-PS-SECURE-UEM-PREM-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693477	\$12,500.00
MI-PS-SECURE-UEM-PREM-ADV-CORE	Core Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693524	\$18,750.00
MI-PS-SECURE-UEM-PREM-ADV-CLOUD	Cloud Deployment for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693478	\$16,250.00

**MobileIron Professional Services: Implementation**

SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-PREMIUM-IMP	Premium Implementation Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation	Bundled Strategy, Advisory, and Implementation	510397	\$25,000.00

	Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	* On-Site Work is required and need a PO for Travel		
MI-PS-MTD-ENT	MTD Implementation (1000+ devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole, zConsole policy configuration, and OS and device vulnerability risk analysis.	Remote implementation  Must be purchased with or added to MobileIron Core or Cloud implementation services	693570	\$5,000.00
MI-PS-MTD-SMB	MTD Implementation (up to 1,000 devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole and zConsole policy configuration.	Remote implementation  Must be purchased with or added to MobileIron Core or Cloud implementation services	693622	\$2500.00
Note: Statement of Work required.				

MobileIron Professional Services –Other				
The pricing below reflects the monthly access fee. No additional discounts apply.				
SKU	Product Description	Notes	Price Plan ID	Price per Unit
MI-PS-EBF-MIGRATOR-DEVICE-LICENSE	Access to EBF Migrator per Device License(s) to support a migration to MobileIron Cloud or MobileIron Core.	50 minimum quantity purchase. Must be purchased with MobileIron Professional Services to assist with the migration (MI-PS-SOW, MI-PS-SOW-PUF, MI-PS-FIXED, MI-PS-HOURS-PUF, any of the MI-PS-C2C-MIGRATE-XXX SKUs)	682962	\$7.50
Note: Statement of Work required.				

MobileIron Professional Services –Enterprise Support				
The pricing below reflects the monthly access fee. No additional discounts apply.				
SKU	Product Name	Product Description	Price Plan ID	Price per Unit
MI-PSENTERPRISE	MobileIron Professional Services	Enterprise Support and Strategic Account Management (annual fee). Must also have MobileIron Annual Direct Maintenance and Support	682964	\$60,000.00
Note: Statement of Work required.				



MobileIron SKU Mapping for Legacy SKUs		
Current Product	New Product	Add-On
Silver	MobileIron Secure UEM	MTD or MTD Premium
Gold*	MobileIron Secure UEM <b>OR</b> MobileIron Secure UEM Premium	*Dependent upon MI Secure UEM product selected
Platinum	MobileIron Secure UEM Premium	MTD or MTD Premium, ZSO
*Note: Current MobileIron Gold subscriber mapping is dependent upon individual customer requirements. See your account representative for additional details.		

## Samsung Knox for Government

### Samsung Knox Workspace

Samsung Knox licenses are not eligible for any further discounts.

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to agency IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

<https://www.samsungknox.com/en/eula>

Subscription	Monthly (Month to Month)	1 – Year Term (Prepaid)	2 – Year Term (Paid in advance)
License Fee	\$2.70 (684455)	\$32.40 (684466)	\$64.80 (684464)
SKU#	MI-OSKPM01GUT2	MI-OSKP101GUT2	MI-OSKP201GUT2

### Samsung Knox Configure Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. \*Requires upfront proof of device ownership. <https://www.samsungknox.com/en/eula>

SKU#	Description	Term	Price
MI-OVKPS01G	Customization Setup	One Time Charge	\$1,499.00/ per license (684452)

### Samsung Knox Configure (Samsung Devices Only)

- Knox Configure is a cloud based management tool that allows organizations to remotely configure a large number of Samsung devices and tailor them to meet specific needs. Transform Samsung devices into purpose-built solutions for any industry. Upfront proof of device ownership is required, along with Samsung Knox Software v. 2.8+. There are 3 types of Knox Configure licenses: <https://www.samsungknox.com/en/eula>

SKU#	Description	Term	Price
MI-OSKCS11GUT2	KC Setup- 1 Year	1 year (Prepaid)	\$3.75 (684463)
MI-OSKCS21GUT2	KC Setup- 2 Year	2 year (Prepaid)	\$7.50 (684462)
MI-OSKCD11GUT2	KC Dynamic- 1 Year	1 year (Prepaid)	\$7.50 (684461)
MI-OSKCD21GUT2	KC Dynamic- 2 Year	2 year (Prepaid)	\$15.00 (684460)
MI-OSKCD12GUT2	KC-D (per seat ) 1 years	1 year (Prepaid)	\$9.00 (684456)
MI-OSKCD22GUT2	KC-D (per seat ) 2 years	2 year (Prepaid)	\$18.00 (684452)

### Knox Manage EMM

Knox manage is a cloud-based cross-platform agency mobility management solution combined with an on-device secure container for Samsung devices. Manage devices in the cloud. Compatible with Samsung Android, Android, iOS and windows 10 devices. <https://www.samsungknox.com/en/eula>

SKU#	Description	Term	Price
MI-OSKMM10GUT2	Manage Monthly	Month – to – Month	\$1.50 (684459)
MI-OSKM110GUT2	Manage- 1 Year	1 year (Prepaid)	\$18.00 (684458)
MI-OSKM210GUT2	Manage- 2 Year	2 year (Prepaid)	\$36.00 (684457)

### Knox Quick Start

SKU#	Description	Term	Price
MI-OVCPK2G	Quickstart II	One Time Charge	\$499.00 (684454)
MI-OVCPK3G	Quickstart III	One Time Charge	\$1,599.00 (684453)

**Notes:** Customer may purchase Samsung Knox for Enterprise licenses and services (“Knox Services”), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Knox Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Knox Services are

manufactured by Samsung Electronics Co., Ltd. ("Samsung"). Any license for Knox Services must be obtained directly from Samsung either upon purchase or installation of the Knox Services. Knox Services are subject to Knox Services' terms and conditions and can be viewed here: <https://www.samsungknox.com/en/eula>. Verizon Wireless will direct Knox Services to fulfill Customer's Knox Services order. Customer support for Knox Services must be obtained directly from Samsung. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Knox Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Knox Services representatives.

## Verizon Mobile Device Management (MDM): Government Subscribers

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

Verizon MDM Feature	Access Fee
Broadband Hotspot Management <sup>1</sup>	\$1.49/device per month or \$15/device per year
Unified Endpoint Management <sup>2</sup>	\$1.00/device per month or \$10/device per year
UEM Advance Features	\$1.00/device per month
UEM with Advance Features	\$2.00/device per month

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

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

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

See below for [Verizon Mobile Device Management Service Terms & Conditions](#).

## Zero Trust Dynamic Access

Powered by iboss

These licenses are not eligible for monthly access discounts.

Zero Trust Dynamic Access can help to prevent breaches by helping to make applications, data and services inaccessible to attackers while allowing trusted users to securely and directly connect to protected resources from almost anywhere. Zero Trust Dynamic Access provides a zero-trust cloud security solution for secure access to the open internet, cloud applications, private applications and data, and public cloud services helping to ensure security, conformance to NIST 800-207 guidelines, and provides reporting and analytics in a web-based portal.

SKU	Description	PPID	Billing	Price
CF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Core Package from Verizon Wireless	697955	Monthly	\$2.72
MDF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Advanced Package from Verizon Wireless	699514	Monthly	\$4.17

**Note:** Zero Trust Dynamic Access powered by iboss solution may require a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.

- A minimum quantity of 50 user licenses per order is required.
- For monthly, subscription is paid monthly up front and is a month-to-month term, no proration

\*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE and 5G Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE and 5G enabled tablets, phones and laptops

<sup>1</sup>These SKUs are mutually exclusive and cannot be combined.

## Verizon Zero Trust Dynamic Access Professional Services

Powered by iboss

These licenses are not eligible for monthly access discounts

The below packages are the implementation services and professional services for Zero Trust Dynamic Access.

SKU ID	Description	Maximum # of Hours	PPID	Price
IBOSS-IMPLE-PKG-1	Implementation Package 1 - up to 1,000 users. 4 implementation service hours included	4	705454	\$ 1,814.00
IBOSS-IMPLE-PKG-2	Implementation Package 2 - up to 5,000 users. 20 implementation service hours included	20	705455	\$ 9,070.00
IBOSS-IMPLE-PKG-3	Implementation Package 3 - up to 10,000 users. 40 implementation service hours included	40	705558	\$ 18,140.00
IBOSS-IMPLE-PKG-4	Implementation Package 4 - up to 20,000 users. 60 implementation service hours included	60	705510	\$ 27,211.00
IBOSS-IMPLE-PKG-5	Implementation Package 5 - up to 100,000 users. 120 implementation service hours included	120	705511	\$ 54,422.00
IBOSS-IMPLE-PKG-6	Implementation Package 6 - up to 200,000 users. 200 implementation service hours included	200	705608	\$ 90,704.00
IBOSS-PS*	iboss Professional Services - provides additional implementation support. Requires 2 hours minimum.		736452	\$ 380.00

**Notes:** Implementation services are subject to the maximum service hours allotted for each implementation package SKU (the "Maximum Package Hours"). If implementation cannot be completed within the Maximum Package Hours, then additional Implementation Services packages may be purchased.

- If support is unable to complete the implementation within the maximum package hours purchased for onboarding, then additional implementation packages may be purchased.
- \*IBOSS –PS SKU needs to have a scope of work definition to be sold. This Sku cannot be combined with any implementation packages.

### Implementation Services Include:

- Implementation Kickoff Call
- Coordination of project and implementation plan with identified milestone and completion dates
- Live technical assistance configuring the SCG platform for activities such as
  - Assistance creating users in the platform
  - Assistance enabling MFA for admin users
  - Time zone configuration
  - Platform maintenance scheduling
  - Email setting configuration
  - Backup configuration
  - Assistance creating a customized SSL decryption certificate
  - Assistance downloading and configuring iboss cloud connectors
  - Policy configuration guidance
  - Creation of IPSEC or GRE tunnel
  - Creation of custom branded block page
  - Creation of custom report schedule
  - Creation of custom IPS rule (requires malware defense package)
  - Customization of PAC script
  - Integration with External SIEM for logging

The following services are out of scope and not included in the implementation package SKU

### Implementation Services:

- Bulk deployment of cloud connectors to customer devices

- Active Directory, Azure, eDirectory or other directory service configuration or support
- MDM configuration or support
- Policy migration from legacy secure gateway or firewall

Configuration of customer Firewalls, Routers, Switches, Computers, or Third Party Software or Applications

## **Subcategory C: Mobile Integration/Mobile Substitution Solutions**

<b>3<sup>rd</sup> Eye Technology</b> <b>Government Subscribers Only</b> <b>These licenses are not eligible for monthly access discounts.</b>				
3 <sup>rd</sup> Eye Mystic Message Archival is a solution that specializes in securely capturing and storing Short Message Service (SMS) and Multimedia Message Service (MMS) for all devices for the Government.				
SKU	Description	PPID	Billing	Price
2023MYS00333VZ	Message Archiving	86982	Monthly	\$4.35
<b>Note:</b> 3 <sup>rd</sup> Eye Mystic Message Archival Secure solution requires the following: <ol style="list-style-type: none"> <li>1. Customer must have access to Verizon's My Business Portal to facilitate product implementation</li> <li>2. Customer has a government account and an Enterprise Corporate Profile Database Profile (ECPD) with Verizon</li> <li>3. Customer has a designated archive account(s) associated with their ECPD Profile</li> <li>4. Customer has active provisioned SMS and MMS features on employee devices</li> </ol>				

See below for [3<sup>rd</sup> Eye Technologies End User License Agreement](#).

## Connected Solution Group LLC

### PotSolve by CSG

Government Customers Only

These products do not qualify for any discounts.

#### Monthly Charges Software Licenses

SKU NAME	SKU ID	SKU Description	Plan ID	Nonrecurring (NRC)	Monthly Recurring (MRC)
POTSOLVE LIFE AND SAFETY IP-CONVERTED LINE	POTSOLVE_LS_LINE	Managed service: 36-month software (remotely accessed) for M2M connectivity (life & safety) service over IP (as converted from TDM) as a POTS replacement. A software-driven dialing system that is fully compliant with PCI, HIPAA, FCC, NFPA, and UL regulations. Virtual Line of Service utilizes a specialized Analog Telephone Adapter (ATA), physically mounted at the customer's premise and equipped with a battery backup system and an LTE router for guaranteed uptime. Designed to address the unique communication requirements of organizations relying on life safety systems, such as fire alarms, elevators, security systems, and emergency call boxes. Service connects to your infrastructure via an RJ21X connector and a 66-telco block.	749502	N/A	\$25.00
POTSOLVE ANALOG IP-CONVERTED LINE	POTSOLVE_ANALOG_LINE	Managed service: 36-month software (remotely accessed) for M2M connectivity (non-life & safety) service over IP (as converted from TDM) as a POTS replacement. A software-driven dialing system that is fully compliant with PCI, HIPAA, FCC, NFPA, and UL regulations. Virtual Line of Service utilizes Analog Telephone Adapter (ATA) physically mounted at the customer's premise with wireless router for basic telecommunication requirements such as phones, printers, gate entry systems, door buzzers, fax machines and overhead PA systems. Service connects to your infrastructure via an RJ21X connector and a 66-telco block.	749452	N/A	\$25.00
STANDARD INSTALL	POTSOLVE_INSTALL	Under the standard installation process for the POTsolve system, the site point of contact (POC) is asked to contact their monitoring service to place fire and security panels into test mode for at least four hours when life safety lines are involved. The POTsolve enclosure and 66-block are then mounted, by CSG Technicians, the system is	751952	\$299.00	N/A



		powered up, and internet connectivity is confirmed. Two speed tests are performed and documented, and the ATAs are verified to be online. Test calls are made from the 66-block for all provisioned lines before crossconnects are started, and the site POC confirms that fire and security panels are in test mode. Cross- connect wiring is removed from the existing demarc punch down, and connections are made to the POTsolve 66-block for each provisioned line. Each line is tested as close to the device as possible, and if no access is available, testing is conducted at the POTsolve 66-block. The customer may need to contact their vendor to test from fire and security panels. Post-install, photos are taken of the installed POTsolve enclosure, the 66-block, and the interior of the enclosure. Limited to 2 hours.			
SITE SURVEY	POTSOLVE_SITE_SURVEY	POTsolve site survey, by CSG technicians, is On-Site Support (OSS), of the installation process includes identifying the installation area, which requires a 2ft by 2ft backboard space in the demarcation area, and verifying the AC power outlet within 5ft of the install area. OSS also ensures the verification of the Verizon LTE signal and, if the signal is below acceptable levels, the identification and documentation of the best pathway and mounting area for an external antenna. Existing lines being replaced by POTsolve in the demarc area are traced and tagged, and if there are multiple demarcs, the corresponding lines for each demarc are identified. OSS checks for an active LAN connection within 10ft of the install area for life safety lines and verifies that all devices moving to POTsolve are functioning correctly. Post-install, photos are taken of the end devices, the entire room where the demarc is located, demarc punch down fields, proposed backboard space, closest power outlet in relation to the install area, and the closest active LAN connection when life safety lines are involved.	776202	\$299.00	N/A
NONSTANDARD INSTALL PRO SERVICES	NON_STANDARD_INSTALL_PROSVCS	A complex installation of the POTsolve system by CSG Technicians, is characterized by multiple demarcation points in different areas of the property, shared lines that use fire, security, and elevator lines to connect other devices such as fax machines, credit card machines,	751953	\$75.00	N/A

		and postage machines. Additionally, complex installations involve undocumented or untagged existing lines being replaced by POTsolve and situations where the LTE signal is below acceptable levels at the proposed installation area, typically near the demarcation location.			
POTSOLVE MANAGED SERVICE	POTSOLVE_MS	The POTsolve Managed Service SKU provides customers with essential services to ensure their POTsolve system is operating efficiently and effectively. This SKU includes: *Active Remote Monitoring: Continuous monitoring of the POTsolve system to detect and address any issues promptly. *Text Alert Service: Customers will receive text notifications in case of connectivity issues at a specific location. *Unlimited LTE Truck Rolls: In the event of LTE connectivity issues, CSG technicians will be available for on-site assistance without any limitation on the number of truck rolls. *Two Annual Truck Rolls: Customers are provided with two truck rolls per year from CSG technicians for network reconfiguration, in case the location's infrastructure changes. *Tier 3 Support Concierge Service: Access to our expert support team for assistance with any technical issues or questions. *Priority Scheduling for Future- Proofing Network Design: Customers will receive priority scheduling for 5G upgrade coordination, ensuring their network remains up-to-date and efficient.	776253	N/A	\$30.00
<p><b>Notes:</b> Connected Solutions Group (CSG) requires customers to use a 4G FWA POTS Backup Plan \$15 1GB (57484) for POTS Lines to support the application connectivity and a router device.</p> <p>Connected Solutions Group (CSG) activation requirements (Sold Separately)</p> <ol style="list-style-type: none"> <li><b>1. Monthly Services</b> <ol style="list-style-type: none"> <li>a. 4G FWA POTS Backup Plan \$15 1GB (57484)</li> <li>b. Life and/or Safety Lines (Software License)</li> </ol> </li> <li><b>2. Installation</b> <ol style="list-style-type: none"> <li>a. Site Survey prior to ordering is highly recommended</li> <li>b. Standard or non-standard Install</li> <li>c. Requires a Statement of Work before order placement</li> </ol> </li> <li><b>3. Hardware</b> <ol style="list-style-type: none"> <li>a. POTsolve box (Router Device)</li> </ol> </li> </ol> <p><b>Licenses are billed monthly for a period of up to 36-months and cannot be prorated.</b></p>					

Onetime Charges Hardware					
POTSOLVE LIFE & SAFETY HARDWARE IBR200	PS_LS_HW_IBR 200	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (IBR200), BATTERY, WIRING, AND ENCLOSURE	N/A	\$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IBR650	PS_LS_HW_IBR 650	UPFRONT PAYMENT FOR 4-PORT or 8 - PORT ATA, LTE ROUTER (IBR650), BATTERY, WIRING, AND ENCLOSURE	N/A	\$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IBR1 MINI	PS_LS_HW_BR1	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (MAX BR1 MINI), BATTERY, WIRING, AND ENCLOSURE	N/A	\$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IR302	PS_LS_HW_IR3 02	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (INHAND IR302), BATTERY, WIRING, AND ENCLOSURE	N/A	\$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IR615	PS_LS_HW_IR6 15	UPFRONT PAYMENT FOR 4-PORT or 8 - PORT ATA, LTE ROUTER (INHAND615), BATTERY, WIRING, AND ENCLOSURE	N/A	\$199.00	N/A
POTSOLVE SINGLE ANALOG LINE HARDWARE	PS_2PORT_AT A	UPFRONT PAYMENT FOR STANDALONE ATA	N/A	\$199.00	N/A
POTSOLVE MULTI-LINE ANALOG LINE HARDWARE	PS_4PORT_AT A	UPFRONT PAYMENT FOR ADDITIONAL ATA ON OPPORTUNITIES OF 9 OR MORE LINES PER ENCLOSURE, OR 3-4 STANDALONE ANALOG LINES	N/A	\$249.00	N/A

See below for [CSG POTSolve Terms & Conditions](#).

## MarketSpark

These SKU's Do Not qualify for additional discounts

### One Time Charges – Installation and Professional Services

SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
MktSpk- Standard - Install 770512	STANDINST	Standard Installation provides 90 minutes of on-site technician time required to mount the hardware and establish connectivity at the location of service.	One Time Charge	N/A	\$399.99
MktSpk – Self Install 770559	SELFINST	Self Install Remote Support provides 90 minutes of remote installation support service during business hours for customers electing to self-install MarketSpark equipment at their designated locations.	One Time Charge	N/A	\$52.50
MktSpk – SiteSurvey – On Site (Optional) 770409	SSURVEY	This service is for 90 minutes of on-site, site survey pre-work that is not included as part of the core installation service.	One Time Charge	N/A	\$320.00
MktSpk –Custom Inside Wiring Service – On Site (Optional) 770508	CINWIRE	This service is for hourly, on-site, inside wiring work requested by the customer which is not included as part of the core installation service. Inside wiring work includes, but is not limited to, time required by a technician to survey and prepare a location for installation of connectivity solutions delivered by MarketSpark.	One Time Charge	N/A	\$157.50

### Monthly Charges -Converted Lines Licenses

SKU Name / Plan ID	SKU	Description	Frequency	Tier Pricing	Price
Voice IP – Converted Line 770510	VLIN	36-month software license (remotely accessed) for voice connectivity (non-Life & Safety) service over IP (as converted from TDM) as a POTS replacement.	Monthly	1 – 499 Lines	\$35.00
				500 – 999 Lines	\$34.00
				>1, 000 Lines	\$33.00
Specialty IP – Converted Line 770410	SLIN	36-month software license (remotely accessed) for M2M connectivity (Life & Safety) service over IP (as converted from TDM) as a POTS replacement. Examples include fire panels, burglar alarms, fax machines, point-of-sales appliances, modems, call boxes, and SCADA-enabled systems.	Monthly	1 – 499 Lines	\$35.00
				500 – 999 Lines	\$35.00
				>1, 000 Lines	\$35.00

### Monthly Charges – Maintenance Licenses

SKU Name / Plan ID	SKU	Description	Frequency	Quantity	Price
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MktSpk – M1 Maint 770509	M1MAINT	MarketSpark Command Center Software License for right to use the M1 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	\$6.04
MktSpk – MaintenanceM2 4-8 Line 770408	M2MAINT48	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	\$9.96
MktSpk – MaintenanceM2-12-16LINE 770558	M2MAINT1216	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	\$19.25
MktSpk-Voicemail (Optional) 770459	VMAIL	The voicemail feature is a cloud-based solution that allows users to create standardized outgoing messages and record responses from inbound callers.	Monthly	1	\$14.00
MktSpk-Auto Attendant/IVR (Optional) 770511	AATEND	The Auto Attendant feature is a cloud-based solution that answers callers with a pre-recorded greeting and then prompts the caller with a list of interactive options. Multiple Auto Attendants can be stored in the system and	Monthly	1	\$14.00

		programmed to answer at different times such as work hours, after hours, or holidays.			
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**Notes:** MarketSpark requires customers to use a 4G FWA POTS Backup Plan \$15 1GB (57484) for POTS Lines to support the application connectivity and a router device.

MarketSpark activation requirements (Sold Separately)

**1. Monthly Services**

- a. 4G FWA POTS Backup Plan \$15 1GB (57484)
- b. 1 – IP-Converted Line License
- c. Maintenance License

**2. Installation**

- a. Site Survey prior to ordering is highly recommended
- b. Standard or Remote Install
- c. Requires a Statement of Work before order placement

**3. Hardware**

- a. MarketSpark Pots Replacement box (Router Device)

**\*Licenses are billed monthly for up to 36-months and may be prorated at activation**

The MarketSpark solution shall be subject to MarketSpark product-specific Terms and Conditions (attached); however, in the event of a conflict in language between the product-specific Terms and Conditions and the Master Agreement, the language in the Master Agreement will supersede and control.

## MarketSpark

These hardware and accessory Sku's Do Not qualify for additional discounts

### One Time Charges – Hardware

SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
M1 Wireless POTS HW for Voice and Data Solution – 4 line	M10004	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (4-Port), Battery, Antenna	One Time Charge	N/A	\$855.75
M1 Wireless POTS HW for Voice and Data Solution – 8 line	M10008	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (8-Port), Battery, Antenna	One Time Charge	N/A	\$918.75
M2+ Wireless POTS HW for Life Safety Solution – 4 line	M20400	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (4-Port), Battery, Antenna	One Time Charge	N/A	\$855.75
M2+ Wireless POTS HW for Life Safety Solution - 8 line	M20800	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (8-Port), Battery, Antenna	One Time Charge	N/A	\$918.75
M2+ Wireless POTS HW for Life Safety Solution - 12 line	M21200	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (12-Port), Battery, Antenna	One Time Charge	N/A	\$981.75
M2+ Wireless POTS HW for Life Safety Solution - 16 line	M21600	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (16-Port), Battery, Antenna	One Time Charge	N/A	\$1044.75
Antenna HW: 3-Foot Cable (Optional)	AN3FT	Antenna – Directional with 3-Foot Cable	One Time Charge	N/A	\$90.56
Antenna HW: 30-Foot Cable (Optional)	AN30FT	Antenna - LTE 4x4 with 30-Foot Cable	One Time Charge	N/A	\$253.58
Antenna HW: 65-Foot Cable (Optional)	AN65FT	Antenna - LTE 4x4 with 65-Foot Cable	One Time Charge	N/A	\$428.66

See below for [MarketSpark General Terms & Conditions](#).

## One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

**One Talk** is a mobile first business telephone system that combines Smartphones and Desk phones (standard and 4G) capabilities into a fully integrated office solution providing a single telephone number ("Mobile Data Number/MDN") with the same type of advanced calling and messaging features.

### Desk Phone/Mobile Client (app)/eSIM Price Plan

Price Plan Type	Monthly Access	Domestic Data Allowance	Data Overage Rate
One Talk IP Desk Phone (Plan ID 28849)	\$5.00	100 MB	\$15 per GB
One Talk LTE Desk Phone (Plan ID 30186)	\$5.00	5 GB	\$15 per GB
One Talk Mobile Client for Government (Plan ID 32769)	\$0.00	100 MB	\$15 per GB
One Talk Native Dialer	Requires smartphone to be activated on Flexible Business plans or Business Unlimited plans. Monthly access is subject to the selected smartphone price plan.		

### Auto Receptionist (AR) and Call Queue (CQ)

Price Plan Type	Monthly Access
One Talk Auto Receptionist (Plan ID 30194)	\$5
Auto Receptionist Feature mandatory to plan	\$15
One Talk Call Queue Standard (Plan ID 30197)	\$5
Call Queue Feature mandatory to plan	\$15

### One Talk Tiered Pricing Service Feature

Feature Price Tiers (SFO 90540)	Monthly Service Price
1 - 9 lines	\$15
10 - 24 lines	\$14
25 - 99 lines	\$13
100+ lines	\$12

Active desk phone, eSIM, mobile client, native dialer, auto receptionist and call queue lines on this pricing at the end of each bill cycle for all accounts under the customer's government profile with Verizon will aggregate together to determine the volume pricing tier.

### Hunt Group (HG)

Price Plan & Feature	Monthly Access
One Talk Hunt Group Plan (Plan ID 30206)	\$0
One Talk Hunt Group Feature	\$0

### Optional Features

One Talk Premium Visual Voicemail for Android Smartphone (84968)	\$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile App (87720)	
One Talk Voicemail to Text for iOS Smartphones (84969)	



One Talk Caller Name ID and Spam Filter (86064)	\$0.00
Hunt Group Messaging (88212)	\$9.99
Call Queue Agent (1757)	\$1.00

#### Additional Devices per MDN<sup>1</sup>

One Talk pricing for user lines supports multiple devices sharing the single One Talk number. There are two configuration options. Option 1 allows up to 7 devices sharing the number, and option 2 allows up to 8 devices sharing the number.

Option 1: 1 LTE Desk Phone, 1 IP Desk Phone, 5 Mobile Applications

Option 2: 2 IP Desk Phones, 1 Smartphone, 5 Mobile Applications

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices.

Applicable One Talk tiered pricing service features are a required part of the

One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a Smartphone, or Mobile drop if either party leaves Verizon 4G and/or Wi-Fi coverage. When outside of the 4G coverage area and without 4G or WiFi service, the Smartphone device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user.

For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. <sup>1</sup>Each One Talk phone number can be shared between devices with the following limits: Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. <sup>2</sup>The Mobile App can be used on eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data.

The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. .

**Hunt Group Messaging:** Allows up to 20 assigned mobile client user the ability to receive and reply to SMS/MMS messages sent to the phone number assigned to the hunt group. The service provides unlimited SMS/MMS messaging.

**Call Queue:** Up to 40 agents can be assigned to a call queue and up to 25 calls can be held in queue. To be assigned as a call queue agent, the One Talk user's line must have the \$1 call queue agent feature.

For additional information regarding One Talk please visit: <https://www.verizon.com/business/products/voice-collaboration/unified-communications/one-talk/>

## One Talk eSim Plan Unlimited Talk and Text

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

<b>Monthly Access Fee</b>	\$5.00
<b>Anytime Minutes in US/Canada/Mexico<sup>2</sup></b>	Unlimited
<b>Data Allowance in US/Canada/Mexico<sup>2</sup></b>	Unlimited
<b>Data Overage Rate in US/Canada/Mexico<sup>2</sup></b>	\$15 per 5GB
<b>Domestic and International Messaging Allowance<sup>3</sup></b>	Unlimited
<b>International Dialing (within the U.S.)<sup>4</sup></b>	Enabled
<b>Plan #</b>	<b>28798</b>

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide<sup>®</sup> network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (i) a device provided by Customer, (ii) a line that is no longer under a Line Term, or (iii) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

<sup>1</sup>The One Talk eSim Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.

<sup>2</sup>Throughput speeds on the One Talk eSim Plan will be limited up to 256 kbps throughput for the duration of each billing cycle while on the Verizon Wireless 5G Ultra-Wideband 5G Nationwide and 4G LTE networks. Data speeds are not guaranteed while on extended or roaming partner networks.

<sup>3</sup>Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

<sup>4</sup> International Dialing is enabled at a pay per use rate.

\* **One Talk eSim plan requires the \$15 One Talk tier SFO**

See below for [One Talk from Verizon Terms & Conditions](#).

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams. The wireless feature, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless Telephone number into the cloud calling and team collaboration solution offered by Microsoft. Once connected, you are able to use your wireless numbers to receive inbound and make outbound calls directly through your Enterprise Microsoft Teams instance for treatment and management.

## Verizon Mobile for Microsoft Teams

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Service Fee
Verizon Mobile for MS Teams GOVT	89561	\$4.00

Note: Verizon Mobile for Teams feature works with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones.**

<https://www.verizon.com/support/verizon-mobile-for-ms-teams-legal/>

\*\*\*\*Disclaimer: Customers should be aware of the following service limitations:

**Emergency 911 Calls.** 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. **\*Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations.\***

**Voice Mail Removal and Retention.** Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

**Wireless Priority Service.** Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

**Vendor Privacy.** Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations.

Availability:

This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

See below for [Verizon Mobile for Microsoft Teams Terms and Conditions Addendum](#).

## **Subcategory D, E, F: Workforce Management, Field Service Management, Mobile Data**

### **doForms**

A discount has been applied. doForms Licenses and Professional services are not eligible for any further discounts

#### **Core Subscription Costs**

Sku Name	Sku	Per User	Pricing Frequency	Cost	
				Monthly	Annual
30 Day Free Trial <sup>1</sup>	GDFT30	Per User	30 days	\$0.00	-
Standard	GDFSTD	Per User	Monthly or 1 yr.	\$9.95	\$99.95 (675956)
Advanced	GDFADV	Per User	Monthly or 1 yr.	\$14.95	\$149.95 (675960)
Premium	GDFPRE	Per User	Monthly or 1 yr.	\$19.95	\$199.95 (675958)

#### **Professional Services – One Time Charges<sup>2</sup>**

Sku Name	Sku	Pricing Frequency	Price
Professional Services	GDFPSV	One Time Charge per Hour	\$95.00 (675953)

#### **One Time Charges<sup>3</sup>**

The below credits do not expire

1000 Credits	GDFCR1	One Time Charge	\$250.00 (675952)
5000 Credits	GDFCR5	One Time Charge	\$1,000.00 (675954)

Note: Core subscription include access to the doForms web portal to build, manage, and view mobile forms. All Subscriptions are per user and can be accessed via web or mobile on iOS or Android devices. Products cannot be mixed. See attached calling plan and feature details for important information about calling plans, features, and product details options.

1. 30 Day Free Trial. Limit 1 30-day trial at no cost per customer profile.
2. Professional Services. Provides custom forms, custom reports, custom PDF templates, integration support, training, product enhancements, design consulting, custom development.
3. Credit. Credits are required for forms completed or sent outside of the doForms mobile app. Credits are used to when forms are sent as links in emails or embedded in documents as hyperlinks for each form submitted. Website forms require a credit for each form submitted. Scheduled reports require a credit each time they are run (distribution is unlimited). Dispatched form links or Fill & Send forms require a credit when sent and submitted. C \* doForms Credits do not expire as long as Customer's subscription remains active\*

\*\*Should a Business Associate Agreement (BAA) be required, the agreement would be between doForms and the Customer.\*\*

Products shown or referenced are provided by doForms Inc. ("doForms"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. doForms can connect to several different systems including cloud based and server based applications. Customer may purchase doForms licenses and services ("doForm Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the doForm Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. doForm Services are manufactured by doForms, Inc. Any license for doForm Services must be obtained directly from doForms either upon purchase or installation of the doForms Services. doForms Services are subject to doForms' terms and conditions and can be viewed here: <https://www.doforms.com/terms-of-use/> Verizon Wireless will direct doForms to fulfill Customer's doForms Services order. Customer support for doForm Services must be obtained directly from doForms, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related

to doForms Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate doForms representatives.

doForms Service Feature Options			
Features	Standard	Advanced	Premium
Web Portal / Web Browser Client	X	X	X
doForms Mobile App	X	X	X
Form Builder	X	X	X
Reporting	X	X	X
Dispatch Portal / Google Maps		X	X
Job Dispatch / Scheduling		X	X
Barcode Scanning / Labeling		X	X
NFC Tag Reading		X	X
Excel Plug-in		X	X
Secure Email / Scheduled Reporting & Dashboard / Editable Document Forwarding/Transport		X	X
Chain of Custody / Manifest Validation		X	X
Web Services			X
Integration			X
Description: Premium product includes all of the features of Advanced plus the doForms integration options such the Integration Gateway (aka Sync & Save), Web Services, Dispatch Integration, POD Manifest Integration, Included Interfaces (Database Pack, Microsoft Pack, Utility Pack, QuickBooks, Salesforce.com, Verizon Connect).			

## Subcategory I: Public Safety Systems

Group First Response provides the next tier, in terms of Push To Talk features. Specifically, it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets “LMR like” features.

### Group First Response for National Security, Public Safety, and First Responders

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response <sup>1</sup>	87781	\$23.75
Push to Talk Plus Video <sup>1</sup>	87787	\$20.00

**Note:** Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.

**<sup>1</sup>Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

**\*\*\*\*Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

<b>National Security/ First Responders / Public Safety</b> <ul style="list-style-type: none"> <li>• 485111 Mixed Mode Transit Systems (Rail &amp; Buses)</li> <li>• 485112 Commuter Rail Systems</li> <li>• 621910 Ambulance Services</li> <li>• 922110 Courts</li> <li>• 922120 Police Protection</li> <li>• 922130 Legal Counsel and Prosecution</li> <li>• 922140 Correctional Institutions</li> <li>• 922150 Parole Offices and Probation Offices</li> <li>• 922160 Fire Protection (except private)</li> <li>• 922190 Other Justice, Public Order, and Safety Activities</li> <li>• 923120 Administration of Public Health Programs</li> </ul>	<ul style="list-style-type: none"> <li>• 928110 National Security</li> <li>• 926120 Regulation and Administration of Transportation Programs</li> <li>• 926150 Regulation, Licensing, and Inspection of Commercial Sectors</li> <li>• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities</li> <li>• 921150 American Indian and Alaska Native Tribal Governments</li> <li>• 921190 Other General Government Support</li> <li>• 921110 Executive Offices</li> </ul>
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## Group First Response for Non Public Safety Customers

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
<sup>^</sup> Group First Response <sup>1</sup>	89355	\$30.00
Push to Talk Plus Video <sup>1</sup>	87787	\$20.00

**Note:** Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.

**<sup>1</sup>Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

<sup>^</sup>Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

**\*\*\*\*Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to the below NAICS codes.

<b>Water</b> 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems <b>Transportation</b> 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service <b>Information Technology</b> 541512 Computer Integration 541519 Computer Disaster Recovery <b>Chemical</b> 561612 Protective Services 541330, 541690 Chemical Engineering and <b>Consulting</b> 239210 Pharmaceutical <b>Communications</b> 517110 Telecommunications, Wired 517212 Cellular and other Wireless <b>Telecommunications</b> 238210, 334290 and 561620 Alarm Systems	<b>Critical Manufacturing</b> 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management <b>Energy</b> 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal <b>Healthcare and Public Health</b> 621112 Health Care Practitioners 923120 Public Health Programs <b>Education</b> 610000 Educational Services 611110 Elementary and Secondary Schools 611200 Junior Colleges 611300 Colleges, Universities, and Professional Schools 611400 Business Schools and Computer and Management Training 611500 Technical and Trade Schools
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## Group First Response Dispatch and Video Bundles

Government Subscribers Only

License bundles are NOT eligible for a monthly access discount

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	\$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	\$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	\$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	\$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	\$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	\$230.00
PTT Cross Carrier Group Advance LMR Video	PTT_CC_GROUP_ADV_LMR_VIDEO	Monthly	\$35
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	\$29
PTT Cross Carrier Group Command LMR Video	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	\$41
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	\$35
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	\$31
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	\$25
PTT Tablet Group Advance LMR Video	PTT_TABLET_GROUP_ADV_LMR_VIDEO	Monthly	\$35
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	\$29
PTT Tablet Group Command LMR Video	PTT_TABLET_GROUP_CMD_LMR_VIDEO	Monthly	\$41
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	\$35
PTT Tablet LMR Video	PTT_TABLET_LMR_VIDEO	Monthly	\$31
PTT Tablet Video	PTT_TABLET_VIDEO	Monthly	\$25

**Note:** All Licenses must have a Group First Response compatible device with an active Push to Talk Plus and MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.

Description	License Bundles	Frequency	Price
PTT Dispatch Group First Response	DISP_PTT_GFR	Monthly	\$300
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	\$306
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GFR	Monthly	\$506
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	\$500

**Note:** All Licenses must have a Group First Response compatible device with an active MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.



## Push to Talk Plus Group Advanced Feature Only

(when added to a Basic/Smartphone Device with PTT+)

No additional discounts apply.

Basic/Smartphone Device Feature (87381)	\$3.00
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Note: Group Advanced cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Command and Group Advanced on the same device.

The new Group Advanced features include:

- Large Groups. Increased group sizes up to 3000 members.
- Urgent Calling. Urgent calling can be initiated by a user or remotely by an authorized user. This call provides a distinct tone and is the highest priority call within the PTT+ application.
  - If a Dispatch license is the "Authorized User," the location of the Urgent Caller displays on the map.
  - Either the Initiator of the call or the Authorized User can end the "urgent call".
  - The "destination" of Urgent call must be on PTT+ client version R9.0 or later.
- Location-Based Temporary Groups. These are dispatcher-managed geographic groups. Members inside the geographic area can be added to Dispatch selected contacts or pre-defined groups.
  - Requires new PTT+ Group Advanced Dispatch software license.

Note: Push to Talk Group Advanced requires Push to Talk Plus (PTT+).

### Group Advanced Feature Requirements

- PTT+ Group Advanced feature requires the Push to Talk Plus (PTT+) feature.
- At launch (3/28/19), this bundle only works on smartphones. Select basic devices are supported, beginning in 2Q2019.
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/19) for the functionality to show on devices as well as the PTT+ management portal (ECM).
- PTT+ Group Advanced works with the optional LMR feature/functionality.

### PTT+ Portal Information

- Large Groups
  - Within the PTT+ portal (ECM), there is a new group type "Large Group" under the Create Groups tab. When the group is created, only those contacts with the new PTT+ Group Advanced feature / SKU can be added to the group.
- Urgent Calling
  - The company POC is able to set the "Authorized User" as well as the primary and secondary contacts that are recipients when the Urgent Call is initiated. "Authorized users" also have to have the PTT+ Group Advanced feature / SKU.
- Location-Based Temporary Groups
  - No impact on the PTT+ management portal (ECM).

## Push to Talk Plus Group Command Feature Only

(when added to a Basic/Smartphone Device with PTT+)

No additional discounts apply.

Basic/Smartphone Device Feature (87382)	\$7.50
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Note: Group Command cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Advanced and Group Command on the same device.

The new features, effective 5/2/19, include:

- Discreet listening. Enables an authorized user or dispatcher to remotely listen to a user's PTT+ voice communication.
- User Check. Allows an authorized PTT+ user or dispatcher to obtain user information from another Group Command user, such as:
  - Presence and location
  - Device signal strength (Wi-Fi and cellular)
  - Device battery level
- Enable/Disable Radio
  - The ability to temporarily remove a device from a group conversation
- Includes Group Advanced functionality (large groups and urgent calling)

### Group Command Feature Requirements

- PTT+ Group Command feature requires Push to Talk Plus (PTT+) feature
- This bundle works on Smartphones, Tablets and basic phones
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/2019) for the functionality to show on both the device as well as the PTT+ management portal (ECM).
- End users MUST enable RADIO MODE for the PTT+ Group Command features to work
- PTT+ Group Command SFO works with the optional LMR feature / functionality
- PTT+ Group Advanced and PTT+ Group Command features are mutually exclusive

### Push to Connect – (PTT+)

Customers who use Smartphones, Tablets and basic phones are able to leverage Push to Connect to:

- Share pictures and videos from Gallery, as well as use native device camera
- Share location (current location or meeting location)
- Group Supervisor can set a Geofence, and receive messages when members come or leave area
- Leave a voice message, or create a voice message, and send to an individual or a group
- Send a PDF file to a contact or group

For customers who are familiar with [PTT+ LMR Interoperability](#), PTT+ now has an optional "LMR Client" look, which provides a streamlined interface which simplifies the user experience to 1 screen.

Customers can now leverage Web Browsers to access the PTT+ Dispatch solution, rather than downloading software.

Verizon also has a developer portal for any third-party companies that are interested in integrating the PTT+ voice functionality ([developer.pushtotalkplus.com](http://developer.pushtotalkplus.com))

PTT+ also has an option to preset the PTT+ button (Programmable key) to a contact or group and works, even when the security screen is enabled.

Verizon offers different levels of Professional Services to facilitate the installation/integration of this functionality. See [LMR Interop Professional Services in Detail](#).

Group Command Software Sku's No additional discounts apply.			
SKU Name	SKU Description	Term	Cost
PTT+ Group Command for Dispatch	PTT+ Group Command for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Command features (large group and urgent calling).	Monthly (658952)	\$100.00
PTT+ Group Command for Dispatch-LMR	PTT+ Group Command for Dispatch-LMR includes support for PTT+ Group Command features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (658953)	\$106.00
PTT+ Group Command for Cross-Carrier	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658954)	\$11.25
PTT+ Group Command for Cross Carrier-LMR	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658955)	\$15.75
PTT+ Group Command for Tablet	PTT+ Group Command for Tablet supports the PTT+ Group Command functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658956)	\$11.25
PTT+ Group Command for Tablet-LMR	PTT+ Group Command for Tablet-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658957)	\$15.75
Group Advanced Software Sku's No additional discounts apply.			
PTT+ Group Advanced for Dispatch	PTT+ Group Advanced for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	Monthly (657452)	\$75.00
PTT+ Group Advanced for Dispatch LMR includes PTT+ for	PTT+ Group Advanced for Dispatch-LMR includes support for PTT+ Group Advanced features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (657453)	\$81.00

Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).			
PTT+ Group Advanced for Cross-Carrier	PTT+ Group Advanced for Cross Carrier supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657454)	\$6.75
PTT+ Group Advanced for Cross Carrier-LMR	PTT+ Group Advanced for Cross Carrier-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657455)	\$11.25
PTT+ Group Advanced for Tablet	PTT+ Group Advanced for Tablet supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657456)	\$6.75
PTT+ Group Advanced for Tablet-LMR	PTT+ Group Advanced for Tablet-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657457)	\$11.25
Note: Sku's are not interchangeable. Group advance Sku's must be used with the group advanced feature code and Group command Sku's must be used with the group command feature code.			

## Intrepid Networks®: Government Subscribers

Discount reflected below. No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-user-level situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE_LOCATE	INTREPID RESPONSE: LOCATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690053	\$60.75
INT_RESPONSE_CONNECT	INTREPID RESPONSE: CONNECT MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689460	\$60.75
INT_RESPONSE_ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	\$27.00
INT_RESPONSE_LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single	689953	\$135.00

		device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These include faster GPS ping rates, live cell phone locations, cell tower analytics and finishing tool integrations		
INT_RESPONSE_LOCATE_TRIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	\$0.00
INT_RESPONSE_CONNECT_TRIAL	INTREPID RESPONSE: CONNECT MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689954	\$0.00
INT_RESPONSE_ACTIVATE_TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	\$0.00
INT_RESPONSE_LOCATE+_TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the	690003	\$0.00

		Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.		
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	\$1,875.00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	One (1) day of training for any product at Intrepid location. Cost includes training materials & instructor.	597971	\$750.00

See below for [Intrepid Service Agreement](#).

Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License licenses are not eligible for any further discounts.	
Product	Monthly Access
Tablet	\$3.75
Inter-carrier (only any device)	\$3.75
Dispatch (License) Windows PC with PTT and mapping	\$22.50
<b>Notes:</b> Current coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

See below for [Verizon Push to Talk Plus \(PTT+\) Terms & Conditions](#).

## Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only

Push to Talk Plus service is required.

LMR licenses are not eligible for any further discounts.

Product	Monthly Access
LMR Channel per account	\$0.00
<b>Notes:</b> Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	\$4.50 (85280)
<b>Notes:</b> LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
To Tablet	\$8.25
Inter-carrier (any device)	\$8.25
LMR with Dispatch (for Windows PC with PTT+ and mapping)	\$27.00
<b>Notes:</b> Current coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	



## Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment

Additional Discounts Not to Apply for Virtual Deployments.

*Virtual Deployment type	Price Software Plan Id and Description	Provided Via Email	Provided Via Phone	Project Management	Configuration of Equipment	Testing of Equipment	Up to 4 Talk Groups
Onetime Fee							
ROIP Assisted Virtual Deployment	\$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	\$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	\$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

**Note:** \*Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched. Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment). Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

### ROIP Assisted Virtual Deployment

*Customer Requirements:*

Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute	Provide VPN peer details.

knowledge on how to program land mobile radio equipment).

*Virtual Deployment provided:* ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at [KODVZLMRSupport@motorolasolutions.com](mailto:KODVZLMRSupport@motorolasolutions.com).

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

*RoIP Virtual Deployment:*

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

*ISSI Virtual Deployment:*

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

### **ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment**

*Virtual Deployment Includes:*

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:

Phone Requests: (469) 476-0820

Email Requests: [KODVZLMRSupport@motorolasolutions.com](mailto:KODVZLMRSupport@motorolasolutions.com).

*Customer Requirements: Customer shall be required to do the following:*

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.

Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

*RoIP Virtual Deployment:*

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

*ISSI Virtual Deployment:*

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

## Subcategory J: IoT Management

### DNS Safeguard Plus Feature for Public Safety National Security, Public Safety, and First Responders

Government Liable Subscribers Only

These features are not eligible for access discounts.

**DNS Safeguard Plus Feature for Public Safety** is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87898	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	\$0.00
87901	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	\$0.00

**Note:** These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

<b>National Security/ First Responders / Public Safety</b> <ul style="list-style-type: none"> <li>• 485111 Mixed Mode Transit Systems (Rail &amp; Buses)</li> <li>• 485112 Commuter Rail Systems</li> <li>• 621910 Ambulance Services</li> <li>• 922110 Courts</li> <li>• 922120 Police Protection</li> <li>• 922130 Legal Counsel and Prosecution</li> <li>• 922140 Correctional Institutions</li> <li>• 922150 Parole Offices and Probation Offices</li> <li>• 922160 Fire Protection (except private)</li> <li>• 922190 Other Justice, Public Order, and Safety Activities</li> <li>• 923120 Administration of Public Health Programs</li> </ul>	<ul style="list-style-type: none"> <li>• 928110 National Security</li> <li>• 926120 Regulation and Administration of Transportation Programs</li> <li>• 926150 Regulation, Licensing, and Inspection of Commercial Sectors</li> <li>• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities</li> <li>• 921150 American Indian and Alaska Native Tribal Governments</li> <li>• 921190 Other General Government Support</li> <li>• 921110 Executive Offices</li> </ul>
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## DNS Safeguard Plus Feature for Public Sector

Government Liable Subscribers Only

**DNS Safeguard Plus Feature for Public Sector** is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87896	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	\$1.25
87900	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	\$1.25

**Note:** These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

<p><b>Water</b>  924110 Water Infrastructure  221320 Sewage Treatment Facilities  221310 Water Supply and Irrigation Systems</p> <p><b>Transportation</b>  482111 Railway Transportation  481111 Passenger Air Transportation  481112 Freight Air Transportation  483111 Shipping Transportation  491110 Postal Service</p> <p><b>Information Technology</b>  541512 Computer Integration  541519 Computer Disaster Recovery</p> <p><b>Chemical</b>  561612 Protective Services  541330, 541690 Chemical Engineering and</p> <p><b>Consulting</b>  239210 Pharmaceutical</p> <p><b>Communications</b>  517110 Telecommunications, Wired  517212 Cellular and other Wireless</p>	<p><b>Telecommunications</b>  238210, 334290 and 561620 Alarm Systems</p> <p><b>Critical Manufacturing</b>  237310 Highway, Street and Bridge Construction  811310 Industry Equipment Repair  236210 Industrial Building Construction  211113 Extraction;  236220 Construction Management</p> <p><b>Energy</b>  333611 Wind Turbine  221111 Hydroelectric Power Generation  221122 Electric Power Distribution  221118 Other Electric Power Generation  221210 Natural Gas Distribution  221113 Nuclear Electric Power Generation  562211 Hazardous Waste Treatment and Disposal</p> <p><b>Healthcare and Public Health</b>  621112 Health Care Practitioners  923120 Public Health Programs</p>
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## DNS Safeguard Advance Feature for Public Safety and Public Sector

### National Security, Public Safety, and First Responders

Government Liable Subscribers Only

**DNS Safeguard Advance Feature for Public Sector** is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87897	DNS Safe Guard Adv RPC	Android and Other OS Devices only (Non-Apple) Smartphones, Tablets, Routers, Modems, etc. Provisions PSINTERNET and DNS Security Advanced.	\$2.00
87899	DNS Safe Guard Adv RPC APPL	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Advanced.	\$2.00

**Note:** These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Advance features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core. These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

#### National Security/ First Responders / Public Safety

621910 Ambulance Service  
 922110 Courts  
 922120 Police Protection  
 922130 Legal Counsel and Prosecution  
 922140 Correctional Institutions  
 922150 Parole Offices and Probation Offices  
 922160 Fire Protection (except private)  
 922190 Other Justice, Public Order and Safety Activities  
 928110 National Security  
 921190 Other General Government Support  
 921110 Executive Offices  
 921150 American Indian/Alaska Native Tribal Governments

#### Water

924110 Water Infrastructure  
 221320 Sewage Treatment Facilities  
 221310 Water Supply and Irrigation Systems

#### Transportation

482111 Railway Transportation  
 481111 Passenger Air Transportation  
 481112 Freight Air Transportation  
 483111 Shipping Transportation  
 926120 Transportation Administration  
 491110 Postal Service  
**Public Transportation**  
 926120 Regulation and Administration of Transportation Programs  
 485111 Mixed Mode Transit Systems (Rail & Buses)  
 485112 Commuter Rail Systems

#### Information Technology

#### Chemical

561612 Protective Services  
 541330, 541690 Chemical Engineering and Consulting  
 239210 Pharmaceutical

#### Communications

517110 Telecommunications, Wired  
 517212 Cellular and other Wireless **Telecommunications**  
 238210, 334290 and 561620 Alarm Systems  
 Critical Manufacturing

237310 Highway, Street and Bridge Construction  
 811310 Industry Equipment Repair  
 236210 Industrial Building Construction  
 211113 Extraction  
 236220 Construction

#### Management

926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

#### Energy

333611 Wind Turbine  
 221111 Hydroelectric Power Generation  
 221122 Electric Power Distribution  
 221118 Other Electric Power Generation  
 221210 Natural Gas Distribution  
 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities  
 221113 Nuclear Electric Power Generation  
 562211 Hazardous Waste Treatment and Disposal

#### Healthcare and Public Health

621112 Health Care Practitioners  
 923120 Public Health Programs



541512 Computer Integration  
541519 Computer Disaster Recovery

See below for [Verizon DNS Safeguard for Public Safety Terms & Conditions](#).

## Interoperability

Interoperability licenses are not eligible for any further discounts.

### Software Sku's

Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients <sup>1</sup>	Monthly	\$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients <sup>2</sup>	Monthly	\$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection <sup>3</sup>	Monthly	\$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection <sup>4</sup>	Monthly	\$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection <sup>5</sup>	Monthly	\$19.98
U961-985-001-GOV	Public Safety Soft Panic SW <sup>6</sup>	Monthly	\$112.50

### Hardware Sku's One time charge

Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	\$795.00
U990-800-001	All Staging Testing	One time	\$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	\$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	\$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	\$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	\$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	\$399.00

**Note:** Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 4G HD voice-capable smartphones.

Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**\*\* The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time\*\***

## Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-A-U1Y-PD (720115)	Lookout Advanced subscription for threat protection and vulnerability management for 1 year	Annual	\$63.00
MES-GOV-P-U1Y-PD (719969)	Lookout Premium Subscription for threat protection and vulnerability management for 1 year	Annual	\$108.00
GOV-SPT-MES-PRMPLS-U1Y-PD (692953)	GOV Prem Plus Support/Device	Annual	\$8.10
GOV-SPT-MES-PRM-U1Y-PD (693003)	GOV Premium Support/Device	Annual	\$4.50
<ul style="list-style-type: none"> <li><b>Note:</b> In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.</li> <li><b>Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.</b></li> <li><b>Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.</b></li> </ul>			

See below for [Mobile Endpoint Security License Agreement \(Lookout\)](#).



## LTE Vehicle Internet – CradlePoint Devices

These hardware Sku bundles are not eligible for further discounts.

The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.

SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	\$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	\$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	\$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	\$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	\$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	\$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	\$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	\$1,943.10
5691111	3-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB3-600C150M-NNN	\$458.10
5691112	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB5-600C150M-NNN	\$512.10
5642722	1-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA1-2200120B-NNN	\$1,412.10
5642723	3-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA3-2200120B-NNN	\$1,655.10
5642724	5-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA5-2200120B-NNN	\$1,916.10
5691113	3-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB3-020010M-VNN	\$278.10
5691114	5-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB5-020010M-VNN	\$332.10
5642707	LTE Advanced Pro (1200Mbps) modem upgrade for Mobile. Includes IBR1700 & COR Dock doors, no antennas	MA-MC400-1200M-B	\$539.99
5584526	3-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas, North America	MA3-17001200-NNA	\$1,682.10
5642693	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	MA3-09001200-NNA	\$1,123.20

**Note:** NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for

each modem purchase. There are no returns or exchanges accept under the manufactures commercial warranty. There are no prorations for the net cloud services. <https://cradlepoint.com/about-us/terms-of-service/>

## LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	\$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1X)	170628-000	\$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	\$13.49
3774498	Vehicle power adapter for COR	170635-000	\$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	\$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	\$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	\$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	\$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	\$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	\$461.83

**Note:** There are no returns or exchanges accept under the manufactures commercial warranty. Accessories can be purchased separately from hardware bundles.

[http://www.panorama-antennas.com/site/index.php?route=information/information&information\\_id=5](http://www.panorama-antennas.com/site/index.php?route=information/information&information_id=5)

See below for [Master Terms for VSC Products](#).

## Verizon Intelligent Lighting

Intelligent Lighting with Light Sense nodes Bundle:  
250 Light Sense nodes with Lighting Control Service Bundle  
Five (5) Year Term Required

The bundled pricing below reflects the applicable discount. No additional discounts apply.

Total Bundled Cost	Configuration/Implementation	Monthly Fee
<b>250 Light Sense Nodes with Lighting Control Service</b>	<b>\$73,804.91</b> (One-time set-up fee)	<b>\$461.12</b> (60 months)
<b>Bundled Package Includes (unless noted otherwise)</b>	<ul style="list-style-type: none"> <li>• <b>250 Verizon Light Sense nodes<sup>1</sup></b></li> <li>• <b>Installation of Covered Equipment<sup>2</sup></b></li> <li>• <b>Verizon Intelligent Lighting (Lighting Control Service)</b></li> <li>• <b>Field Service (Installation of replacements for defective Covered Equipment)</b></li> <li>• <b>Shipping Charges (within the continental US)</b></li> </ul>	

**Notes:** The bundled pricing for the equipment and services is based on the requirements below. Bundle may not be altered. No modifications, substitutions or changes will not be accepted. If customized options are required, customers must purchase unbundled products and services. Please refer to **Verizon Intelligent Lighting A La Carte Purchase** for unbundled purchase options.

<sup>1</sup>Customer must purchase **250 Verizon Light Sense Nodes** in one (1) bulk order.

<sup>2</sup>Verizon Wireless installation of Covered Equipment is required. **Line Items will appear separately (unbundled) on the Customer's bill.**

"Covered Equipment" means equipment purchased from, and installed by, Verizon as part of this bundled package. With respect to this bundled package, the Covered Equipment is the 250 Verizon Light Sense nodes.

**Equipment Warranty** covers manufacturer defects of Covered Equipment. Verizon Light Sense nodes' ten (10) year manufacturer's limited equipment warranty begins on date of installation for the Light Sense nodes provided as part of this bundled package. Additional details are provided in the Warranty documentation in the Agreement.

**Field Service** provides services to install replacement equipment for defective Covered Equipment only, including any personnel and required special vehicle (e.g., bucket truck) needed to complete equipment installation. As part of this bundled package, Verizon will provide Field Service for the Covered Equipment for the time period which is coterminous with the subscription period of the Verizon Intelligent Lighting service. **Field Service dispatch requires a minimum of five (5) defective Verizon Light Sense Node devices**, and occurs after verification that equipment failure was not due to causes not covered by Field Service (e.g., lack of power/non-Verizon Light Sense node specific issue). Customer is responsible for any equipment which is not covered under Warranty at the time of Field Services request. Additional details are provided in the Field Service documentation in the Agreement.

### Additional Requirements:

- ✓ Customer supplies 24x7 electrical power to each pole and mounting location for Covered Equipment
- ✓ Mounting is available on existing Customer-provided luminaires
- ✓ LED luminaires must be present with NEMA Socket and support lighting control
- ✓ Traffic control is not included
- ✓ Permits and associated fees are not included
- ✓ No union labor requirements
- ✓ No Prevailing Wage requirements
- ✓ No structural analysis required
- ✓ No M/WBE requirements

- ✓ No work required on holidays
- ✓ No electrical service upgrades needed
- ✓ No environmental analysis required

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**Verizon Intelligent Lighting 250 Light Sense nodes Lighting Control Service Bundle SKUs:**

S80-000123	IL-VES-PS-IE	IL-VES-PS-PM	IL-VES-PS-PROV	IL-VSC-INSTALL	S07-000015-M	FS-LIGHTING-NODE-5YR-M
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## Verizon Intelligent Lighting

Intelligent Lighting with Light Sense nodes Bundle:  
1000 Light Sense nodes with Lighting Control Service Bundle  
Five (5) Year Term Required

**The bundled pricing below reflects the applicable discount. No additional discounts apply.**

Total Bundled Cost	Configuration/Implementation	Monthly Fee
<b>1000 Light Sense Nodes with Lighting Control Service</b>	<b>\$209,860.87</b> (One-time set-up fee)	<b>\$1,844.50</b> (60 months)
<b>Bundled Package Includes (unless noted otherwise)</b>	<ul style="list-style-type: none"> <li>• <b>1000 Verizon Light Sense nodes<sup>1</sup></b></li> <li>• <b>Installation of Covered Equipment<sup>2</sup></b></li> <li>• <b>Verizon Intelligent Lighting (Lighting Control Service)</b></li> <li>• <b>Field Service (Installation of replacements for defective Covered Equipment)</b></li> <li>• <b>Shipping Charges (within the continental US)</b></li> </ul>	

**Notes:** The bundled pricing for the equipment and services is based on the requirements below. Bundle may not be altered. No modifications, substitutions or changes will not be accepted. If customized options are required, customers must purchase unbundled products and services. Please refer to **Verizon Intelligent Lighting A La Carte Purchase** for unbundled purchase options.

<sup>1</sup>Customer must purchase **1000 Verizon Light Sense Nodes** in one (1) bulk order.

<sup>2</sup>Verizon Wireless installation of Covered Equipment is required. **Line Items will appear separately (not bundled) on the Customer's bill.**

"Covered Equipment" means equipment purchased from, and installed by, Verizon as part of this bundled package. With respect to this bundled package, the Covered Equipment is the 1,000 Verizon Light Sense nodes.

**Equipment Warranty** covers manufacturer defects of Covered Equipment only. Verizon Light Sense nodes' ten (10) year manufacturer's limited equipment warranty begins on date of installation for the Light Sense nodes provided as part of this bundled package. Additional details are provided in the Warranty documentation in the Agreement.

**Field Service** provides the services to install replacement equipment for defective Covered Equipment only, including any personnel and required special vehicle (e.g., bucket truck) needed to complete equipment installation. As part of this bundled package, Verizon will provide Field Service for the Covered Equipment for the time period which is coterminous with the subscription period of the Verizon Intelligent Lighting service. **Field Service dispatch requires a minimum of five (5) defective Verizon Light Sense node devices**, and occurs after verification that the equipment failure was not due to causes not covered by Field Service (e.g., lack of power/non-Verizon Light Sense node specific issue). Customer is responsible for any equipment which is not covered under Warranty at the time of Field Services request. Additional details are provided in the Field Service documentation in the Agreement

**Additional Requirements:**

- ✓ Customer supplies 24x7 electrical power at each pole and mounting location for Covered Equipment
- ✓ Mounting is available on existing Customer-provided luminaires
- ✓ LED luminaires present with NEMA Socket and support lighting control
- ✓ Traffic control is not included
- ✓ Permits and associated fees are not included
- ✓ No union labor requirements
- ✓ No Prevailing Wage requirements
- ✓ No structural analysis required
- ✓ No M/WBE requirements
- ✓ No work required on holidays
- ✓ No electrical service upgrades needed
- ✓ No environmental analysis required

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**Verizon Intelligent Lighting 1000 Light Sense nodes Lighting Control Service Bundle SKUs:**

S80-000123	IL-VES-PS-IE	IL-VES-PS-PM	IL-VES-PS-PROV	IL-VSC-INSTALL	S07-000015-M	FS-LIGHTING-NODE-5YR-M
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**Verizon Intelligent Lighting**

A La Carte Purchases: Hardware  
One (1) Year Term Required

**The pricing listed below reflects the applicable discount. No additional discounts will apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name	Description	Cost per Node <sup>1</sup>	Required Products: Provisioning/Implementation and Service (Monthly, Annual, or One-time)
S80-000123	LIGHT SENSE 4G LTE 0-10V NEMA 120-277V	Light Sense node 277V	\$85.00	Must purchase IL-VES-PS-PROV, IL-VES-PS-IE, IL-VES-PS-PM and <b>one of each category</b> of the following <b>service</b> SKUs: S07-000012-M, S07-000013-M, S07-000014-M, S07-000015-M, S07-000016-M, S07-000013-A, S07-000014-A, S07-000015-A, S07-000016-A, S07-000012-N, S07-000013-N, S07-000014-N, S07-000015-N, S07-000016-N

**Notes:** Light Sense node includes manufacturer's 10-year limited warranty. Warranty period begins upon the date of shipment (or if installed by Verizon, the date of installation). Can be installed on LED fixtures with NEMA sockets; see product data sheet and warranty terms in Agreement for more information. Requires **Intelligent Lighting service** (monthly, annual, or one-time) SKU, and non-recurring service SKUs for **provisioning /implementation**; all other SKUs are optional. **All services require a Statement of Work (SOW).**

<sup>1</sup>A Node is defined as one (1) Light Sense Node.

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## Verizon Intelligent Lighting

A La Carte Purchases: Non-Recurring Services (Configuration/Implementation)

One (1) Year Term Required

**The A La Carte pricing below reflects the applicable discount. No additional discounts apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name	Description	Cost	Required Products Hardware
IL-VES-PS-IE	Intel Lighting - Implementation Eng	Intelligent Lighting - VES PS Implementation Engineer	\$144.00/hour	S80-000123
IL-VES-PS-PM	Intel Lighting - Project Mgmt	Intelligent Lighting - VES Project Management	\$144.00/hour	S80-000123
IL-VSC-DESIGN	Intelligent Lighting - Design Services	Design Services (e.g., Drawings). Scope of Work required.	Custom	S80-000123
IL-VSC-INSTALL	Intelligent Lighting - Installation Services	Installation Services. Scope of Work required.	Custom	S80-000123
IL-VES-PS-PROV	Intel Lighting - Provisioning Support	Remote Provisioning Support for Intelligent Lighting Products; This is for remote support to provision service and troubleshoot any customer device issues during commissioning.	Custom	S80-000123
IL-VES-PS-CE	Intel Lighting - Consulting Eng	Intelligent Lighting - VES PS Consulting Engineer	\$180.00/hour	S80-000123
IL-VES-PS-PGM	Intel Lighting - Program Mgmt	Intelligent Lighting - VES Program Management	\$180.00/hour	S80-000123
IL-VSC-SURVEY	Intelligent Lighting - Site Survey Services	Site Survey Services. Scope of Work required.	Custom	S80-000123
IL-VSC-COMMISSION	Intelligent Lighting - Commissioning Services	Commissioning & Optimization Services. Scope of Work required.	Custom	S80-000123
IL-VSC-INTEGRATION	Intelligent Lighting - Integration Services	Integration Services. Scope of Work required.	Custom	S80-000123
IL-VSC-TRAINING	Intelligent Lighting - Training Services	Training Services. Scope of Work required.	Custom	S80-000123
IL-VSC-LABOR	Intelligent Lighting - Labor	Labor. Scope of Work required.	Custom	S80-000123
IL-VSC-PERMIT-FEES	Intelligent Lighting - Permit Fees.	Permit Fees. Scope of Work required, reimbursable expenses.	Custom	S80-000123

**All services require a Statement of Work (SOW).**

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## Verizon Intelligent Lighting

A La Carte Purchases: Monthly Recurring Service  
One (1) Year Term Required

**The A La Carte pricing below reflects the applicable discount. No additional discounts apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name	Description	Cost: Per Node <sup>1</sup>	Required Products: Hardware
S07-000012-M	IL service-LSn-1yr, monthly	Intelligent Lighting Service for Light Sense node -1-Year subscription contract, monthly payments	\$0.42/month	S80-000123
S07-000013-M	IL service-LSn-2yr, monthly	Intelligent Lighting Service for Light Sense node – 2-Year subscription contract, monthly payments	\$0.42/month	S80-000123
S07-000014-M	IL service-LSn-3yr, monthly	Intelligent Lighting Service for Light Sense node – 3-Year subscription contract, monthly payments	\$0.42/month	S80-000123
S07-000015-M	IL service-LSn-5yr, monthly	Intelligent Lighting Service for Light Sense node – 5-Year subscription contract, monthly payments	\$0.42/month	S80-000123
S07-000016-M	IL service-LSn-10yr, monthly	Intelligent Lighting Service for Light Sense node – 10-Year subscription contract, monthly payments	\$0.42/month	S80-000123

**All services require a Statement of Work (SOW).**

<sup>1</sup>A Node is defined as one (1) Light Sense Node.

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## Verizon Intelligent Lighting

A La Carte Purchases: Field Service  
One (1) Year Term Required

**The A La Carte pricing below reflects the applicable discount. No additional discounts apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name	Description	Cost: Per Node <sup>1</sup>	Required Products: Monthly Service
FS-LIGHTING-NODE-2YR-A	FS Lighting Node 2Yr, annual	Lighting Field Services Term Coverage per Node - 2 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is annual.	\$21.00/year	S07-000013-A
FS-LIGHTING-NODE-3YR-A	FS Lighting Node 3Yr, annual	Lighting Field Services Term Coverage per Node - 3 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is annual.	\$21.00/year	S07-000014-A
FS-LIGHTING-NODE-5YR-A	FS Lighting Node 5Yr, annual	Lighting Field Services Term Coverage per Node - 5 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is annual.	\$21.00/year	S07-000015-A
FS-LIGHTING-NODE-10YR-A	FS Lighting Node 10Yr, annual	Lighting Field Services Term Coverage per Node - 10 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is annual.	\$21.00/year	S07-000016-A
FS-LIGHTING-NODE-1YR-M	FS Lighting Node 1Yr, monthly	Lighting Field Service Term Coverage per Node - 1 Year. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is monthly	\$1.75/month	S07-000012-M
FS-LIGHTING-NODE-2YR-M	FS Lighting Node 2Yr, monthly	Lighting Field Service Term Coverage per Node - 2 Years. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is monthly.	\$1.75/month	S07-000013-M
FS-LIGHTING-NODE-3YR-M	FS Lighting Node 3Yr, monthly	Lighting Field Service Term Coverage per Node - 3 Years. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is monthly.	\$1.75/month	S07-000014-M
FS-LIGHTING-NODE-5YR-M	FS Lighting Node 5Yr, monthly	Lighting Field Service Term Coverage per Node - 5 Years. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is monthly.	\$1.75/month	S07-000015-M
FS-LIGHTING-NODE-10YR-M	FS Lighting Node 10Yr, monthly	Lighting Field Service Term Coverage per Node - 10 Years. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is monthly.	\$1.75/month	S07-000016-M
FS-LIGHTING-NODE-1YR-N	FS Lighting Node 1Yr, one time	Lighting Field Service Term Coverage per Node - 1 Year. Response Target - 4 hours. Resolution Target - 72 hours. Payment term is one time.	\$21.00/one-time	S07-000012-N
FS-LIGHTING-NODE-2YR-N	FS Lighting Node 2Yr, one time	Lighting Field Service Term Coverage per Node - 2 Years. Response Target - 4 hours.	\$42.00/one-time	S07-000013-N



		Resolution Target - 72 hours. Payment term is one time.		
FS-LIGHTING-NODE-3YR-N	FS Lighting Node 3Yr, one time	Lighting Field Services Term Coverage per Node - 3 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is one time.	\$63.00/one-time	S07-000014-N
FS-LIGHTING-NODE-5YR-N	FS Lighting Node 5Yr, one time	Lighting Field Services Term Coverage per Node - 5 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is one time.	\$105.00/one-time	S07-000015-N
FS-LIGHTING-NODE-10YR-N	FS Lighting Node 10Yr, onetime	Lighting Field Services Term Coverage per Node - 0 Years. Response Time - 4 hours. Resolution Time target - 72 hours. Payment term is one time.	\$210.00/one-time	S07-000016-N

**Notes:** Field Service SKUs are optional but require purchase of the equipment SKU and an Intelligent Lighting Service SKU of corresponding length. Field Service term is effective upon the date of equipment shipment. Field Service is not available beyond the term of the equipment warranty. Intelligent Lighting Services require Customer to own or purchase associated Light Sense node. Customer is responsible for any equipment which is not covered under Warranty at the time of Field Services request. Additional information is provided in the Field Service documentation in the Agreement. **All services require a Statement of Work (SOW).**

<sup>1</sup>A Node is defined as one (1) Light Sense Node.

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## Verizon Intelligent Lighting

A La Carte Purchases: Annual Subscription  
One (1) Year Term Required

**The A La Carte pricing below reflects the applicable discount. No additional discounts apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name	Description	Cost: Per Node <sup>1</sup>	Required Products: Hardware
S07-000013-A	IL service-LSn-2yr, annual	Intelligent Lighting Service for Light Sense node – 2-Year subscription contract, annual payment option.	\$5.00/annual	S80-000123
S07-000014-A	IL service-LSn-3yr, annual	Intelligent Lighting Service for Light Sense node – 3-Year subscription contract, annual payment option.	\$5.00/annual	S80-000123
S07-000015-A	IL service-LSn-5yr, annual	Intelligent Lighting Service for Light Sense node – 5-Year subscription contract, annual payment option.	\$5.00/annual	S80-000123
S07-000016-A	IL service-LSn-10yr, annual	Intelligent Lighting Service for Light Sense node - 10-Year subscription contract, annual payment option.	\$5.00/annual	S80-000123

**All services require a Statement of Work (SOW).**

<sup>1</sup>A Node is defined as one (1) Light Sense Node.

***Our Smart Communities solutions and services may be provided by, and its information accessed by and/or stored in, resources located within and outside the United States. These solutions and services cannot be subject to any requirements to limit the performance of the services, access to or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction***

## Verizon Intelligent Lighting

A La Carte Purchases: Prepaid Subscription

One (1) Year Term Required

**The A La Carte pricing below reflects the applicable discount. No additional discounts apply.  
(Note: For custom pricing information, please refer to your Account Manager for details.)**

SKU	Name		Cost: Per Node <sup>1</sup>	Required Products: Hardware
S07-000012-N	IL service-LSn-1yr, one time	Intelligent Lighting Service for Light Sense node – 1-Year subscription contract, one-time upfront payment	\$5.00/one-time	S80-000123
S07-000013-N	IL service-LSn-2yr, one time	Intelligent Lighting Service for Light Sense node – 2-Year subscription contract, one-time upfront payment	\$10.00/one-time	S80-000123
S07-000014-N	IL service-LSn-3yr, one time	Intelligent Lighting Service for Light Sense node - 3 Year subscription contract, one-time upfront payment	\$15.00/one-time	S80-000123
S07-000015-N	IL service-LSn-5yr, one time	Intelligent Lighting Service for Light Sense node – 5-Year subscription contract, one-time upfront payment	\$25.00/one-time	S80-000123
S07-000016-N	IL service-LSn-10yr, one time	Intelligent Lighting Service for Light Sense node – 10-Year subscription contract, one-time upfront payment	\$50.00/one-time	S80-000123

**All services require a Statement of Work (SOW).**

<sup>1</sup>A Node is defined as one (1) Light Sense Node.

***Our Smart Communities solutions and services may be provided by, and its information accessed by and/or stored in, resources located within and outside the United States. These solutions and services cannot be subject to any requirements to limit the performance of the services, access to or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction***

## Exhibit A

### Wireless Network Performance Fees

Wireless Network Performance (WNP) is a self-serve portal that allows a customer quick, convenient access to network and device analytics. The tool allows a customer to better manage devices, track usage, be notified of outages and use the best information available to make long-term plans or develop on-the-fly contingency plans.

#### Wireless Network Performance Network Performance

The licenses are not eligible for further monthly access discounts.

##### Basic License

Description	SKU Name	Perpetual Plan ID	Monthly Plan ID	Tiers	Monthly Cost	Annual Cost
WNP-BASIC-GOV	WNP-BASIC-GOV	709053	709052	1-499	\$ 7.70	\$ 88.55
				500 – 999	\$ 11.55	\$ 123.20
				1,000 – 4,999	\$ 19.25	\$ 207.90
				5,000 -9,999	\$ 38.50	\$ 415.80
				10,000 – 99,999	\$ \$57.75	\$ 616.00
				100K -5M	\$ 77.00	\$ 770.00

##### Premium License

WNP-PREMIUM-GOV	WNP-PREMIUM-GOV	709103	709102	1-499	\$ 77.00	\$ 770.00
				500 – 999	\$ 385.00	\$ 4,158.00
				1,000 – 4,999	\$ 770.00	\$ 8,316.00
				5,000 -9,999	\$ 1,925.00	\$20,790.00
				10,000 – 99,999	\$ 3,850.00	\$41,580.00
				100K -5M	\$ 7,700.00	\$80,850.00

**Note:** Verizon's Wireless Network Performance (WNP) is a central portal that will provide two broadband capabilities that can be leveraged:

- Analytics
- Mapping

Customers will be able to access WNP through My Business after purchase and must be subscribed to the MyBiz portal to use these licenses. Customer's Tier is determined by the number of active lines in service at the time of purchase. See your account representative for additional information.

See below for [Verizon Wireless Network Performance Service Addendum](#).

## Subcategory M: Enterprise Messaging

### Enterprise Gateway for Public Safety

Enterprise Messaging for Public Safety is NOT eligible for monthly access fee discounts.

# Messages Included	Monthly Access	Per Message Rate After Allowance
Public Safety Unlimited* (83431)	\$0.00 (For Public Safety/First Responders only as defined below*)	N/A

**Note:** This plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.

### Enhanced Messaging Plans

SMS Only for EMAG Enhanced Plans

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***

# Messages Included	Monthly Access	Per Message Rate After Allowance
Enhanced Public Safety Unlimited* (67772)	\$0.00 (For Public Safety/First Responders only as defined below*)	N/A

**Note:** This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.

\* The \$0.00 Monthly Access Unlimited plan and the \$0 Enhanced Messaging Plans above are only available to Public Safety/First Responders classified with the following NAICS Codes:

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

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***

<b>Text Only (SMS)</b>		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (98209)	\$37.50	\$0.01
100,000 (98212)	\$150	\$0.01
500,000 (98213)	\$731.25	\$0.01
1,000,000 (98215)	\$1,387.50	\$0.01
5,000,000 (98233)	\$6,750	\$0.005

**Note:** This feature is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.

<b>Text &amp; Multimedia (SMS/MMS)</b>		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (98234)	\$75	\$0.02
100,000 (98235)	\$300	\$0.02
500,000 (98236)	\$1,462.50	\$0.02
1,000,000 (98238)	\$2,775	\$0.02
5,000,000 (98239)	\$13,500	\$0.01

## Enhanced Messaging Plans

SMS Only for EMAG Enhanced Plans

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***

<b>Enhanced Messaging Features (SMS Only)</b>		
# Messages Included	Monthly Access	Per Message Rate After Allowance
15,000 (22041)	\$75	\$0.02
100,000 (22054)	\$468.75	\$0.02
500,000 (22088)	\$2,250	\$0.015
1,000,000 (22119)	\$4,200	\$0.013
5,000,000 (22127)	\$20,250	\$0.008

**Note:** This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.

See below for [Enterprise Messaging Terms of Service \(Public Safety\)](#).

## Subcategory N: Secure LAN Access

### Absolute NetMotion

These products Do Not qualify for additional discounts

Absolute NetMotion is a Mobile Performance Management (MPM) - Software that accelerates, optimizes and secures all traffic with mobile devices across any network, application or operating system. It provides adaptive policies so that IT can specify parameters to fine tune the mobile user experience by prioritizing applications and network access. Absolute NetMotion provides insight into both user behavior and network activity enabling diagnostics to pinpoint and resolve issues. It has highly optimized connectivity even across coverage gaps or when switching networks. Absolute NetMotion prevents data from being lost, applications from crashing and users from having to repeat logins. Absolute NetMotion provides faster throughput with optimized data delivery across even the most bandwidth constrained network.

SKU	Description	Function	Term	Price
NMSVZW-GOV-SILVER	Mobility VPN - Mobility Only	"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	Monthly	\$4.33
			Annual	\$52.00
			2 Year	\$104.00
			3 Year	\$156.00
NMSVZW-GOV-GOLD	Mobility VPN + Modules	"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	Monthly	\$6.93
			Annual	\$83.20
			2 Year	\$166.40
			3 Year	\$249.60
NMSVZW-GOV-DIAMOND	MIQ - Operational Intelligence	Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	Monthly	\$8.67
			Annual	\$104.00
			2 Year	\$208.00
			3 Year	\$312.00
NMSVZW-GOV-DIAGS	Diagnostics (add-on)	Comprehensive data collection and root cause detection software (add-on feature)	Monthly	\$4.33
			Annual	\$52.00
			2 Year	\$104.00
			3 Year	\$156.00
NMSVZW-GOV-MIQ	MobileIQ (add-on)	Visual troubleshooting, analytics and alerting dashboards (add-on feature)	Monthly	\$4.33
			Annual	\$52.00

			2 Year	\$104.00
			3 Year	\$156.00
ABSA-EdgeC	Absolute Secure Access Edge Cloud	Hosted access to Absolute Secure Access Edge, a secure remote access platform including SDP/ZTNA, enterprise VPN and experience monitoring features. Secure Access Edge for Cloud is a cost- effective, hardware-free deployment option, optimized for Azure. This hosted offering includes 10GB per device, per month. Minimum 100 License deployment requirement.	Monthly	\$20.00
			Annual	\$240.00
*11NMPS-GOV-8HR-S	Prof. Services - Up to 8 Hours	Professional Services - Up to 8 Hours	One time Charge	\$2,000.00
11NMPS-GOV-4HR-S	Prof. Services - Up to 4 Hours	Professional Services - Up to 4 Hours	One time Charge	\$1,000.00
11NMTR-GOV-C	Mobility Cert. Training	Mobility Certification Training	One time Charge	\$2,295.00
11NMETS-GOV	Elite Tech Svc. 0 - 4999 lic's	Elite Technical Service (0 - 4,999 licenses)	One time Charge	\$30,000.00
11NMETS5K-GOV	Elite Tech Svc. 5000+ lic's	Elite Technical Service (5,000+ licenses)	One time Charge	\$50,000.00
11NMPS-GOV-TAM	Dedicated Tech Acc't Mgr--1 yr	Dedicated Technical Account Manager (1 year)	One time Charge	\$40,000.00

**Note:** Customer may purchase Absolute NetMotion Software, Inc. ("Absolute NetMotion") licenses and services ("Absolute NetMotion Services") at the prices listed above. Absolute NetMotion Services listed in the pricing sheet marked with an asterisks \*\*\* cannot be mixed or matched with other Absolute NetMotion Licenses or Services. Verizon Wireless is not the licensor of the Absolute NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Absolute NetMotion Services are manufactured by Absolute NetMotion. Absolute NetMotion Software is subject to a separate End User License Agreement (EULA) with Absolute NetMotion, found at <https://www.AbsoluteNetMotionsoftware.com/legal-and-copyright>. Use of the Absolute NetMotion licenses or Absolute NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional Absolute NetMotion Services must be obtained directly from Absolute NetMotion either upon purchase or installation of the Absolute NetMotion Services. Absolute NetMotion Services are subject to Absolute NetMotion's terms and conditions and can be viewed here: <https://www.AbsoluteNetMotionsoftware.com/legal-and-copyright>.



Verizon Wireless will direct Absolute NetMotion to fulfill Customer's Absolute NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for Absolute NetMotion Services must be obtained directly from Absolute NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to Absolute NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Absolute NetMotion representatives.

### Verizon Wireless Private Network Service Implementation Fees

Network Service	One-Time Implementation fees
Verizon Private Network	\$375.00
Dynamic Mobile Network Routing Implementation	\$187.50
Service Based Access Implementation	\$187.50

- Verizon Wireless Private Network Service ("Private Network"):** Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from Customer's sales representative.
- Customer Minimum Line Requirement:** Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.
- Connection to Verizon Wireless Facility:** Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.
- Private Network Traffic Management (PNTM):** PNTM is an optional configuration of Private Network which permits Customer to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

#### Private Network Traffic Management Pricing

Quality of Service	Bandwidth Allocation	Monthly Fee Per Line
Enhanced (87513)	Up to 2.0 Mbps	\$10.00
Premium (87514)	Up to 12.0 Mbps	\$15.00

PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to select NAICS (formerly SIC) Codes in the following Industries at the discretion of Verizon Wireless.

Industries	
First Responder	Public Safety
National Security	Transportation
Healthcare	Utilities
Government	Education

5. **Direct Internet Access 2.0 (DIA2.0) and IP-Filtering:** DIA 2.0 and IP-Filtering are two optional features available with Private Network which enable Customer to route traffic to the Internet and to their data center according to predefined IP address designations.

a. With DIA2.0, public IP addresses are routed to the Internet while private IP addresses remain secure within the Private Network, according to the RFC-1918 specification. Only mobile originated data traffic is supported. DIA2.0 can be implemented on its own or in combination with an IP-Filtering feature. With DIA 2.0, Customer's device data traffic will be routed to the Verizon Private Network gateway, and a destination IP look up will be made to determine if the destination IP address conforms to the RFC-1918 specification, which indicates a private IP address which is globally non-routable. If the destination IP address does not comply with RFC-1918 specification, Customer's device data traffic will be routed directly to the Internet.

b. With IP-Filtering, Customer can specify public IP addresses for customized Internet data traffic flows. Customer must order and maintain DIA2.0 in order to receive IP-Filtering. Customer may choose from three configurations as follows: (1) Public over Private Network where (1.1) all non-RFC-1918 compliant IP addresses are sent to the Internet, except as otherwise noted in (1.2); and (1.2) all RFC-1918 compliant IP addresses plus Customer specified Public IP subnets (a maximum of 14) will remain within the Private Network; (2) Limited Internet where only (2.1) Customer specified Public IP subnets (a maximum of 20) will be sent to the Internet; (2.2) all RFC-1918 compliant IP addresses and the remaining Public IP addresses not included in "(2.1)" above will remain within the Private Network; and (3) Filtered DIA2.0 where only Customer specified Public IP subnets (no limit) will be sent to the Internet and all RFC-1918 compliant IP addresses plus Customer specified Public IP subnets (a maximum of 14) will remain within Customer's network. With Filtered DIA, if an IP address does not comply with the configurations requirements specified in the foregoing, the IP address will be dropped.

c. Customer is responsible for setting up the destination IP addresses and Verizon Wireless accepts no responsibility for Customer's device data traffic incorrectly being sent to the Internet due to an incorrect destination IP address used by Customer. Only mobile originated data traffic will be routed to the Internet.

DIA2.0 and IP-Filtering are enabled at the account level. The pre-defined routing designations impact each line in the account. Pricing is based on a monthly subscription rate at the line level, with all lines in an account being charged.

## Mobile Private Network for DIA 2.0 and IP-Filtering

Government Subscribers Only

The features are not eligible for any discounts

Feature Name	Monthly Fee	SFO ID
DIA 2.0	\$0.25 per line	89550
IP Filtering	\$0.10 per line	89563

**NOTE: 5G devices operating on 4G/LTE networks are limited to the performance levels of these networks.**

### Direct Internet Access (DIA) 2.0

Direct Internet Access (DIA) 2.0 follows the data routing rules of RFC-1918, with mobile-originated traffic only:

- Non-RFC-1918 Addresses (Public IP):
  - Public-bound traffic is directed to the Internet

- RFC-1918 Addresses (Private IP):
  - Data routes to customer's Mobile Private Network (MPN) connection to their network
  - MPN (Mobile Private Network) SFO must be present on line as a dependency

#### IP - Filtering

- IP-Filtering (with DIA enabled) is available in 3 options, with only 1 selected during set up.
- Each requires subnet entries in VHAP.
  - Public over Private
  - Limited Internet
  - Filtered DIA (Hybrid of Public over Private and Limited)
  - DIA 2.0 SFO must be present on the line as a dependency.
  - DIA2.0 and IP-Filtering can be added together to an existing MPN.
  - A new MPN can be built with these features added in M2M OC (i.e., DIA 2.0 by itself or with DIA2.0 and IP-Filtering together)

6. **Wireless Devices/Network Access:** Customer can only use Private Network-compatible end-user Equipment. At Customer's expense, Customer may submit to Verizon Wireless any devices that have not been identified as Private Network compatible so that Verizon can determine whether these devices can be used on the Private Network. Private Network functionality is available on the Verizon Wireless 4G data network, subject to the limitations defined in this Addendum. 5G devices operating on 4G/LTE networks are limited to the performance levels of these networks. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

7. **Permitted Use/Fraud:** Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

8. **Maintenance/Service Changes/Termination of Private Network Service:** Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the act by any governmental body of competent jurisdiction that interferes with the provision of Private Network.

9. **Subject to the Agreement:** The terms of this Addendum supplement the Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Agreement, the terms of this Addendum shall control with respect to Private Network.

## **Additional Product Information** **(Terms & Conditions)**

### **3<sup>rd</sup> Eye Technologies End User License Agreement**

**PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**IF YOU AND 3rd Eye Technologies, Inc. HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND DUTIES WITH RESPECT TO THE SOFTWARE, THEN THAT WRITTEN AGREEMENT TAKES PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.**

**IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTERPRISE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTERPRISE AND ITS END USERS. IT IS YOUR RESPONSIBILITY TO COMMUNICATE THE INFORMATION IN THIS AGREEMENT TO THE ENTERPRISE'S END USERS AND ENSURE THEIR ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU ARE INDICATING THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL AND/OR USE THE SOFTWARE.**

Capitalized terms used in this Agreement are defined in Section 1 (Definitions).

#### **1. Definitions.**

The following definitions apply to capitalized terms used in this Agreement: a. **"Agreement"** means this End User License Agreement (**"EULA"**).

b. **"Approved Source"** is 3rd Eye Technologies, Inc., or a distributor or reseller authorized by 3rd Eye Technologies, Inc. to distribute Software in the territory in which You are located.

c. **"Beta"** is a version of the Software that (i) is still in its testing phase and has not yet been released commercially.

d. **"Cloud Services"** means those services provided to You by a cloud services provider which pertain to the operation, administration, maintenance, and provisioning of a cloud infrastructure service including activities involved in controlling, planning, allocating, deploying, coordinating, and monitoring the resources of a network, network planning, configuration management, fault management, security management, performance management, bandwidth management, or other such services. Such services may be licensed as a monthly subscription or on a term subscription basis.

- e. **"Documentation"** for a particular Software Version or Release means 3rd Eye's published user guide, release notes and feature listings for that Version or Release.
- f. **"Effective Date"** is the date on which You accept the terms and conditions of this Agreement by clicking "Agree" or otherwise accepting this Agreement through use of the Software.
- g. **"License Metric"** is a parameter for the access or use of the Software, as described in Section 5.
- h. **"License Metric Unit"** is a unit of measurement for the number of seats for the License Metric that You purchased for access or use of the Software.
- i. **"Licensed Server"** is either: (1) a designated environment; (2) a designated service provider cloud environment; or (3) a single server or cluster of servers operating as a single entity at Your facility that You have identified to 3rd Eye at the time of purchase or download which is running a supported operating or computing platform.
- j. **"NFR"** means "Not for Resale" and is limited to demonstration use by a reseller.
- k. **"Per Instance License"** is a license of each specific realization of the Software used to implement the 3rd Eye product(s), and each implementation is referred to as an "Instance" herein.
- l. **"Proof of Entitlement"** is 3rd Eye's acceptance of Your order, by providing You access to the Software identified on Your purchase order with 3rd Eye or its authorized reseller.
- m. **"3rd Eye"** means 3rd Eye Technologies, Inc.
- n. **"3rd Eye Platform"** means any hardware, network appliance, equipment or devices marketed, and sold by 3rd Eye Technologies, Inc.
- o. **"Release"** is a particular object code image of a Software product that is identified by a release naming convention starting with "x.y.z" and optionally followed by an additional image identifying string.
- p. **"Software"** means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated Documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription.
- q. **"Special Purpose License"** means any of the licenses described in Section 6 of the Agreement.
- r. **"Subscription License"** means a license to Software for a finite, fixed term of use.
- s. **"Update"** means software that is an upgrade, bug fix, patch or other Release of Software licensed hereunder that 3rd Eye makes generally available free of incremental charge to customers.
- t. **"Version"** means one or more Releases of a particular Software product with a common "x.y" naming convention in the first two places of the Release identifier.

u. **"You"** means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that is the original end user purchaser of a license to the Software from an Approved Source as set forth in the Proof of Entitlement.

v. **"Your Data"** means the substantive data input by You.

## 2. License Grant.

a. Grant of License. When You purchase or rightfully receive a license to the Software, 3rd Eye grants You, subject to Your payment of the applicable fees, a limited, non-exclusive, revocable, non-sublicensable, non-transferrable right to install (if necessary) and access and use that Software, only in object code form, for the term stated in Your Proof of Entitlement, solely for internal business operations and subject to the terms of this Agreement and in accordance with the Documentation. You may only use the Software in a manner for which You have purchased and obtained a valid license as indicated in Your Proof of Entitlement. The software image that contains Software that You license might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Specific features and functionality are included in Your license to the Software only if 3rd Eye Documentation for that Version of the Software identifies those features and functionality as being included.

b.c - No longer applicable

d. Operating System License Grant. In the event that the Software is loaded on a 3rd Eye Platform, the operating system software installed on the 3rd Eye Platform that You have purchased along with the Software, and their respective Updates, may only be used on said 3rd Eye Platform and may not be installed or used on any other appliance. 3rd Eye virtual appliances may be used on a supported virtual infrastructure.

e. Disaster Recovery. You may make one copy of the Software You have licensed solely for backup and/or disaster recovery purposes

## 3. Software Name.

Each Software product is identified by a unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified for that Version of the Software in the Documentation.

## 4. Term of License.

a. Subscription License. If Your license is a Subscription License, then the term of the Subscription shall be as specified on Your Proof of Entitlement. The Subscription License term specified in Your Proof of Entitlement is non-cancellable and non-refundable. You may, renew or reinstate Your Subscription license subject to the terms of 3rd Eye policies at the time of the renewal and/or reinstatement.

b. Per Instance License. If Your license is a Per Instance License (whether perpetual, subscription or per usage based), then the term shall be as specified on Your Proof of Entitlement.

c. Special Purpose License. If Your license is a Special Purpose License (see Section 6, below), then its term shall be as stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your Special Purpose License shall be up to a



maximum of eight (8) weeks from the date that You first received the Software, whether via download unless otherwise specified in a separate written agreement which You may have entered into with 3rd Eye.

d. Perpetual License. If You have a valid Proof of Entitlement that clearly states that Your license is "Perpetual", then, except as stated below, Your license is perpetual, subject only to termination for non-payment of license fees or other breach of this Agreement. An otherwise Perpetual license to the operating system software installed on the 3rd Eye Platform, along with the Software, and their respective Updates will nonetheless terminate if and when You sell or otherwise transfer the 3rd Eye Platform on which You use it.

## 5. License Metrics.

License Metrics include the following:

- a. Named Users - the number of individuals to which You and Your authorized users grant access for one or more services furnished, managed, or provisioned by any Instance of the Software. A Named User who accesses such services through multiple devices is nonetheless counted as a single Named User.
- b. Concurrent Sessions - the number of connections to which You and Your authorized users grant access for one or more services concurrently furnished, managed, or provisioned by any Instance of the Software.
- c. Other Forms of License. Other License Metrics may be defined for specific Software as specified in Your Proof of Entitlement.

## 6. Special Purpose Licenses.

Special Purpose Licenses are limited, short-term licenses that may not be used for any production or commercial application or similar use.

- a. NFR-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Not for Resale" or with words of like meaning, AND if You are a 3rd Eye-authorized distributor or reseller, then for the license term (see Section 4, above) You may use the Software, but only to demonstrate features and performance of the Software to prospective buyers, and only while You remain a 3rd Eye-authorized distributor or reseller. The Software provided under this license may not be resold.
- b. Evaluation/Beta Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Evaluation Use", "Beta Use" or with words of like meaning, then for the license term (see Section 4, above) You may install and use the Software, but only for internal evaluation of the Software.

## 7. License Restrictions; Limitations and Prohibitions.

This Section 7 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Per Instance, Special Purpose, Subscription, Perpetual or otherwise:

- a. No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.



- b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.
- c. No Sublicensing or Assignment. You may not sublicense, transfer or assign to another entity, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. Any such attempted sublicense, transfer or assignment shall be void.
- d. Restructures. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.
- e. You are Sole Licensee. No rights or licenses in the Software shall arise under this Agreement in favor of anyone other than You.
- f. No longer applicable
- g. Restrictions on Charging a Fee for Access or Use. You shall not allow any authorized user of the Software or other third party to grant anyone else access for a fee or other consideration to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Software, except in the case of vADC where such restrictions may not apply.
- h. Other Use Restrictions and Prohibitions. Neither You nor Your Named Users shall, directly or indirectly:
  - (i) Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires 3rd Eye to provide interface information to You to adapt the Software, 3rd Eye, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that 3rd Eye reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services;
  - (ii) Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by 3rd Eye;
  - (iii) Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image You have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);
  - (iv) Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to 3rd Eye for compliance with all provisions of this Agreement;

(v) Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by 3rd Eye;

(vi) Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity;

(vii) Use the Software or allow anyone else to use the Software for benchmarking or other testing not related to Your internal use;

(viii) Attempt to gain unauthorized access to the Software or its related systems or networks;

(ix) Copy any ideas, features or functions or graphics of the Software

i. [RESERVED]

#### 8. Termination.

a. Early Termination for Breach. This Agreement shall automatically terminate If at any time You:

(i) fail to make timely payment of any applicable fees due in respect of the Software, or (ii) breach any term of this Agreement

b. Effect of Termination or Expiration. If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to 3rd Eye all copies of the Software and related documentation in Your possession or control. In the event You have a paid cloud-based Subscription License, 3rd Eye may permit You to access the Software solely to the extent necessary for You to retrieve a file of Your Data provided You request such access within sixty (60) days prior to the termination of the paid Subscription license. You agree and acknowledge that 3rd Eye has no obligation to retain Your Data and that Your Data may be irretrievably deleted sixty (60) days following the termination of the Subscription License.

c. Survival. The provisions of Sections 1, 7, 8.b, 8.c, and 9-27 shall survive termination or expiration of this Agreement.

#### 9. Confidentiality.

You agree that aspects of the Software and associated documentation are the confidential property of 3rd Eye. As such, You shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which, at a minimum includes restricting access to the Software to Your employees and contractors having a need to use the Software for Your internal business purposes.

#### 10. Your Data

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, exportability, appropriateness, and ownership of Your Data. 3rd Eye treats Your information and Your Data in accordance with its Privacy Policy found at [http:// www.3rd Eyesecure.net/legal/privacy-policy](http://www.3rdEyesecure.net/legal/privacy-policy).

## 11. Ownership.

3rd Eye and 3rd Eye's licensors, respectively, retain exclusive ownership of all right, title, and interest in and to all intellectual property in the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

## 12. Limited Warranties/Intellectual Property Indemnification.

### a. Software Limited Warranty.

(i) ANY SOFTWARE LICENSED UNDER A SPECIAL PURPOSE LICENSE IS FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

(ii) For any other license of Software under this Agreement, 3rd Eye warrants for Your sole benefit that for a period of ninety (90) days from the Effective Date (the "Software Warranty Period"), the Software shall substantially conform to the Documentation. You may not make a software warranty claim after the lapse of the Software Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF 3rd Eye FOR BREACH OF ANY WARRANTY REGARDING SOFTWARE UNDER THIS SECTION 12 SHALL BE THE REPLACEMENT OF THE DEFECTIVE SOFTWARE.

b. No warranty will apply if the Software (i) has been altered, except by 3rd Eye; (ii) has not been installed, operated, repaired, or maintained in accordance with the Documentation and instructions supplied by 3rd Eye; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed pursuant to a Special Purpose License. In addition, Software is not designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product. You are solely responsible for backing up its programs and Your Data to protect against loss or corruption

c. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 12, TO THE EXTENT PERMITTED BY LAW, 3rd Eye DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. 3rd Eye DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

d. Indemnification. 3rd Eye shall defend and indemnify You, at its own expense, from any suit brought against You based upon a claim that the Software infringes any third party trade name, patent or copyright ("IP Claims") and will pay all damages and costs that a court awards against You as a result of such claim, provided that You: (i) promptly give 3rd Eye written notice of such IP Claim after becoming aware of it and furnish 3rd Eye with a copy of each communication, notice or other document exchanged with the claimant relating to the IP Claim; (ii) give 3rd Eye complete control of the defense and settlement of the IP Claim; and (iii) fully cooperate with 3rd Eye in the defense or settlement of such claim. 3rd Eye shall have no obligation or liability with respect to any IP Claim, which is based in whole or part upon: (a)

the combination, operation or use of the Software with any hardware, software or other device supplied by a party other than 3rd Eye and the claim would not have arisen but for such combination, operation or use; (b) any modification of the Software which is not pre- approved by 3rd Eye in writing; (c) any specifications, designs or instructions provided to 3rd Eye by or on behalf of You; (d) Your failure to promptly modify the Software (e.g., install a supported Release provided by 3rd Eye), if the claim could have been avoided had You followed 3rd Eye's directions for the implementation of such modification; or (e) use of the Software in a manner other than that for which it was designed or in a manner other than as specified by 3rd Eye. If use of the Software is enjoined or threatened to be enjoined in connection with an IP Claim, 3rd Eye may, at its expense, either: (y) obtain for You the right to continue to use the Software, or (z) replace the Software with non-infringing software that has substantially similar features and functionality, the use of which is not restricted or prohibited. If in 3rd Eye's sole judgment, neither of the foregoing actions is reasonably available to it, then 3rd Eye will refund the amount paid by You for the Software depreciated on a five year straight-line basis. THE REMEDIES SET FORTH IN THIS SECTION 12.d ARE YOUR SOLE AND EXCLUSIVE REMEDIES FROM 3rd Eye WITH RESPECT TO ANY IP CLAIM.

13. Limitation of Damages. To the extent permitted by law:

a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF 3rd Eye, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE PRICE PAID BY YOU FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE CURRENT TERM.

b. IN NO EVENT SHALL ANY BREACH BY 3rd Eye IN CONNECTION WITH ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE EXCUSE YOUR UNAUTHORIZED USE OF SOFTWARE OR IMPAIR 3rd Eye'S RIGHT TO TERMINATE ANY LICENSE BASED ON YOUR BREACH OF THIS AGREEMENT.

c. NEITHER 3rd Eye NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF YOUR DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR USE OF THE SOFTWARE.

d. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

e. [RESERVED]

f. 3rd Eye has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability stated above. Those disclaimers and limitations reflect an allocation of risk between 3rd Eye and You, and they form an essential basis of the bargain between 3rd Eye and You.

14. Compliance with Laws; Export Requirements.

You shall comply with all applicable laws and regulations in connection with the movement and use of the Software. You acknowledge and agree that the Software as well as related technical data and Documentation may contain encryption or encryption technology and are all subject to legal and

regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country, and that You are not using any Software or technology furnished hereunder to further activities in support of the development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify 3rd Eye if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to 3rd Eye of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government as required.

#### 15. Commercial Computer Software.

The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the Proof of Entitlement.

#### 16. Federal Provisions.

Notwithstanding any provision of law, regulation or policy, if You are an employee of an agency of the government of the United States of America ("federal agency") and are using 3rd Eye software or services on behalf of that federal agency, in performance of your official duties, the following sections of the Agreement are amended as follows. (1) Section 19 Governing Law does not apply. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America; to the extent permitted by federal law, the laws of the State of California will apply in the absence of federal law. (2) The entirety of Section 7.i, concerning license restrictions, limitations, and prohibitions, and the second sentence of Section 13.e, concerning the limitation of damages, do not apply to federal agencies. Liability of a federal agency for any breach of the terms of service or this Agreement, or any claim arising from the terms of service or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of 3rd Eye for any breach of this Agreement, or any claim arising from this Agreement, shall be determined by applicable federal law.

#### 17. Audit.

3rd Eye has the right to inspect and audit You and require You to provide written assurance satisfactory to 3rd Eye to confirm compliance with the EULA, including, without limitation, requesting You to email 3rd Eye a report generated by the Software detailing use of the Software by You. 18. Third Party Software. Any licensor of 3rd Eye whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were 3rd Eye. Certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). This Software is licensed subject to open source software licenses.

#### 19. Governing Law.

See Section 16.

#### 20. Force Majeure.

Except for Your duty to make payment for Software licenses, neither party will be responsible for any

failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of terrorism, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. The performance of the party claiming the Force Majeure event shall be excused for the duration of said event.

#### 21. Transition of This Agreement.

If You licensed any Software from 3rd Eye under a different End User License Agreement, then this Agreement shall apply to that Software if and when, you either purchase additional License Metric Units for the Software, renew the license at the end of the license term, or reinstate the license after the license expires.

#### 22. Complete Agreement; Modifications.

Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

#### 23. Severability.

If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

#### 24. Notification.

Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to 3rd Eye by mail to 13800 Coppermine Rd. Suite 149 Herndon, VA 20171 USA, Attn.: Legal Department, provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address or by mail addressed to Your street address that is associated with Your user account for registration with 3rd Eye. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Approved Source from which You acquired Your license.

#### 25. Waiver.

The failure of 3rd Eye to require Your performance of any provision of this Agreement shall not affect 3rd Eye's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

#### 26. Data Use.

3rd Eye may collect, information about You including:

- Device identifiers and IP addresses
- End user names, email addresses, phone numbers, IMEIs;
- Information provided to us through cloud service sand dashboards associated with the Software.



Subject to applicable contractual and legal restrictions, we use the information described above (sometimes in combination with other information we obtain) for the following purposes:

- To analyze and improve the Software;
- To monitor adoption rates of Updates to the Software;
- To provide maintenance and technical support;
- To provide Updates;
- To manage and renew Subscription Licenses;
- To enforce the legal terms that govern the Software;
- To comply with applicable laws and to protect rights and property; and
- For other purposes requested or authorized by You.

3rd Eye conducts the above activities on the basis of its legitimate interests in operating our business and protecting our customers. Where appropriate, these activities also are conducted on the basis of consent.

## Asavie Moda on Verizon - Government

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

### 1. Information about us

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

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

### 3. Responsibilities

You acknowledge that Asavie’s ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable



for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the Moda services, and notify Asavie if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the Moda service. Asavie is not responsible for your actions on the network and/or Wi-Fi.

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

The Moda service may also include mobile device management (“MDM”) services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law.

In relation to the use of the Moda service, you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Moda service, whether in whole or in part, or any content displayed on the Moda service.
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Moda service.
4. You shall not access or view the Moda service in order to build a similar or competitive website, product, or service to the Moda service.
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Asavie customers.
6. You shall not install and/or use the Moda service on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the Moda service.
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Asavie (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party).
10. You shall not use the Moda service in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect.
11. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.
12. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Moda service in any form or by any means, except as otherwise permitted in this Agreement.
13. Your use of the Moda service must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
14. You shall not use the Moda service to upload, post, share or otherwise make available on the Moda service any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.

15. You shall display and retain all copyright and other proprietary notice on the Moda service (or on any content displayed on the Moda service) and such must be retained on all copies thereof.
16. You shall not use the Moda service to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.
17. You shall not attempt to gain unauthorized access to the Moda service, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the Moda service and the server. You shall not attack the Moda service via a denial of service attack. You will not misuse the Moda service by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offense and Asavie may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the Moda service will cease immediately.
18. You shall not use the Moda service to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
19. You shall provide Asavie with accurate and complete information and acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
20. You shall not access the Moda service through the use of any mechanism other than through the use of an authorized connection.
21. You shall use reasonable endeavors to prevent any unauthorized access to, or use of, the Moda service and, in the event of any such unauthorized access or use, immediately without delay notify Asavie in writing by email to [vdzsupport@asavie.com](mailto:vdzsupport@asavie.com), and shall immediately without delay telephone Asavie to ensure the email communication has been received.

#### **4. Enforcement Rights**

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

#### **5. Data Protection**

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

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

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

Asavie (and its affiliates) will only act on the instructions of your named primary administrator regarding the processing of personal data which you have provided to Asavie for the purposes of receiving and operating the Moda service. Asavie will comply with your instructions as to how you want Asavie to use such personal data, subject always to applicable laws.

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

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

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

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

## **6. Service Updates**

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

## **7. Limitation of Liability**

To the fullest extent permitted by law, nothing in this Agreement shall exclude or limit Asavie's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Asavie or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the Moda service even if Asavie or its suppliers have been advised of the possibility of such damages, or such loss or damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Asavie resulting from your improper or illegal use of the Moda service. In no event shall Asavie, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the Moda service be liable for any loss or damages resulting from the conduct of,

or products and/or services offered by, any third party on or in relation to the Moda service or from the content posted, shared and/or uploaded by any third party to the Moda service.

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

## **8. Disclaimer of Warranty**

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

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

## **10. Cookies**

The Moda portal makes use of cookies to support analysis and understanding of how people interact with the portal and provide tailored digital support. We perform this analysis to help us improve the user interface and user experience of the Moda portal and provide proper contextual help to portal users. Asavie uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

The data collection and reporting behind this analysis is currently provided by Google Analytics and Intercom.

Please note that if you disable your Web browser's ability to accept cookies, the Intercom Messenger and contextual help tools will not be able to launch properly. The portal and the service will remain functional. Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our cookies statement [here](#).

## **11. General**

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

devices on which the Moda service has been installed and all copies of the Moda service then in your possession, custody or control. Asavie may also require that you provide it with evidence of compliance with this provision.

## Call Filter Service Attachment

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.
3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or



blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device (when available). Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-

exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.
11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department  
 1320 North Courthouse Road, Floor 9  
 Arlington, Virginia 22201, U.S.A.  
 Fax 703.351.3669  
 Email [DMCA@verizon.com](mailto:DMCA@verizon.com)

**NOTE:** No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright



infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

**14. Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:

- <https://realm.io/legal/developer-license-terms/>
- <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
- [https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE.txt.html#//apple\\_ref/doc/uid/DTS40007797-LICENSE.txt-DontLinkElementID\\_8](https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE.txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE.txt-DontLinkElementID_8)
- [https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE.txt.html#//apple\\_ref/doc/uid/DTS40007324-LICENSE.txt-DontLinkElementID\\_3](https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE.txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE.txt-DontLinkElementID_3)
- <https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE>
- <https://github.com/scalessec/Toast/blob/master/license>
- <http://www.apache.org/licenses/LICENSE-2.0>
- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

**15. Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.
17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

## CSG POTsolve Terms & Conditions

These Terms and Conditions ("Terms") describe, and govern the acceptance and use of, the POTS replacement services provided by Connected Solutions Group, LLC ("CSG") set forth below by your Organization ("You" or "Customer"). By completing the ordering process for the Services, Customer agrees to these Terms.

**1. Services.** CSG will provide certain POTS replacement services ("Services") to Customer.

### 2. Use of Services.

2.1. **Acceptable Use Policy.** Customer shall not use the Services: (a) for any unlawful or immoral purpose; (b) to reverse engineer, copy, decompile, disassemble, circumvent, or violate the integrity of any aspect of the Services; or (c) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services.

2.2. **User Portal.** In order for Customer to gain full access to our Services, Customer may be required to access an online user portal. This user portal may collect certain Customer information (such as IP address) or place a cookie on Customer devices for Service-related purposes, such as recognizing Customer when Customer accesses the portal. .

### 3. Suspension and Termination.

3.1. Notwithstanding anything to the contrary contained herein, CSG may suspend or terminate the Services, and Customer's account access, if: (a) Customer materially breaches these Terms, including any obligations under the Acceptable Use Policy; or (b) CSG deems necessary to protect the Services.

3.2. Under no circumstances will CSG be liable to Customer by reason of the suspension or termination of the Services in accordance with these Terms for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (i) indirect or consequential damages, (ii) loss of prospective compensation or earnings, (iii) goodwill or loss thereof, or (iv) expenditures, investments, or any type of commitment made in connection with the business of Customer or in reliance on the existence of these Terms.

**4. Representations.** Customer represents to CSG that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.

**5. Intellectual Property.** As between CSG and Customer, CSG shall own and retain all rights, title and interests in and to the Services and any derivative works (collectively, "CSG IP"). Customer acknowledges that it has no right or interest in the CSG IP (except as expressly permitted by these Terms).

**6. DISCLAIMER OF WARRANTY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CSG MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CONDITION

OR QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS, CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE OR USE OR NON- INFRINGEMENT, AND EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION, WARRANTIES AND GUARANTEES WITH RESPECT TO THE SERVICES.

**7. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES.** TO THE EXTENT PERMITTED BY LAW, CSG AND ANY AUTHORIZED RESELLER OF THE SERVICES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY CUSTOMER RELATED TO OR ARISING OUT OF THE SERVICES AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF CSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT WILL CSG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE APPLICABLE CLAIM ARISING. IN NO EVENT WILL CSG OR ANY AUTHORIZED RESELLER OF THE SERVICES BE LIABLE, IN ANY WAY, FOR A SERVICE FAILURE, OR LACK OF SERVICE, IN ANY OF THE FOLLOWING SITUATIONS: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. EACH AND EVERY PROVISION OF THESE TERMS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION.

**8. 911 Terms and Conditions.** The Services are provided subject to the terms and conditions set forth in the Appendix to these Terms.

## **9. General Provisions.**

9.1. Severability. Each provision of these Terms will be valid and enforceable to the fullest extent permitted by law. If any provision of these Terms is found, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected by such invalidity or unenforceability.

9.2. Survival. Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.

## **APPENDIX 911 Terms and Conditions**

1. 911 Terms and Conditions. CSG provides its 911 Services (defined below) subject to the terms and conditions set forth below (the "911 Terms").

1.1. Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:

1.1.1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.

1.1.2. "911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

1.1.3. “Approved Uses” means the provision of Enhanced 911 and/or Basic 911 to (a) 911 Users who principally utilize such services at such 911 User’s residence and occasionally at other locations; (b) 911 Users that are enterprises that use either an on-site or PBX during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which (c) and/or (d), below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations, do not constitute “Approved Uses”; (c) 911 Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center’s business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute “Approved Uses”; and (d) 911 Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as “relay services.”

1.1.4. “Basic 911” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the 911 User’s telephone number or emergency address information unless the 911 User provides such information verbally during the emergency call.

1.1.5. “E911 Authority” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.

1.1.6. “911 User” means the individual placing a 911 Call from a 911 User’s TTN (defined below).

1.1.7. “Enhanced 911” or “E911” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s provided address and to deliver the Subscriber’s telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.

1.1.8. “P-Asserted-Identity” means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.

1.1.9. “Private Branch Exchange” or “PBX” means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

1.1.10. “Public-Service Access Point” or “PSAP” means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.



1.1.11. “Registered Emergency Address” or “REA” means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.

1.1.12. “SIP” means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

1.1.13. “Subscriber” means an end user or telephone device assigned a DID.

1.1.14. “Trunk Number” or “TTN” means a United States or Canada telephone number bought by the Customer and assigned to a trunk for use with CSG’s elastic SIP trunking service.

1.1.15. “VoIP” means Voice over Internet Protocol.

## 1.2. Service Description and Use of Service.

1.2.1. E911 Services. With E911, when a Customer places a 911 Call, such call will typically be routed to the local PSAP that covers Customer’s REA. In limited circumstances, as further described below, the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer’s REA. Customer understands that Customer, and not CSG, must properly provision elastic SIP trunking origination services for each trunk associated with each of their TTNs in order for an emergency operator to receive the associated TTN and Customer’s REA.

1.2.2. Basic 911. With Basic 911, when a Customer places a 911 Call, this call is always sent to the local PSAP serving the Customer’s physical location. 911 professionals answering 911 Calls from Customer will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain Customer’s assigned TTN or REA. Accordingly, Customer must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the Customer is unable to speak, then the 911 professional will not be able to call the Customer back or dispatch emergency assistance to the Customer’s physical location. As additional local PSAPs are able to answer E911 calls, CSG may upgrade Customer from Basic 911 to E911 service. CSG is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

1.2.3. PSAP Service. Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for the 911 User’s name, telephone number, and location, and then transfer the 911 User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the 911 User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the 911 User’s TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the 911 User must provide this information to the 911 professional. Other reasons that a 911 User’s 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

1.3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize CSG's E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.

1.4. Customer will not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.

1.5. Customer acknowledges and agrees that CSG can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by 911 Users successfully registered in CSG's database will be routed using the ten-digit outbound trunks or a 911 professional.

1.6. Customer will provide CSG with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the 911 User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for Customer located in a multi-floor building, Customer must include a floor or suite number as part of the REA. **CSG AND ITS AUTHORIZED RESELLERS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS INFORMATION UPDATED.** Customer will provide a TTN with Customer call presented to CSG for processing. CSG will have no obligation to provide 911 Services with respect to any Customer call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by CSG to provide 911 Services under such circumstances.

1.7. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, CSG will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and CSG reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service. Customer agrees not to move any equipment associated with the 911 Services and acknowledges that any such movement could impact 911 Services functionality and/or the ability to determine the location of the equipment. CSG and its authorized resellers disclaim all liability arising out of any movement of the equipment by Customer.

1.8. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the 911 Term (as defined in below) and will notify CSG if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of CSG.

1.9. Equipment; Connection; Customer's Responsibilities. CSG will not provide any equipment or any electronic tools, except as may be expressly agreed to and set forth in writing. Customer must connect to CSG's network in a manner and at locations determined by CSG. If Customer elects to self-install, Customer will, at Customer's sole cost and liability as between Customer and CSG, be solely responsible for installing any and all equipment, software and the like necessary for Customer to use the 911 Services.

1.10. Charges and Rates. If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").



1.11. Term. The term of these 911 Terms shall be the same as the period during which the CSG is providing the Services (the "911 Term").

1.12. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CSG'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE CSG EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN IN ACCORDANCE WITH THE CUSTOMER DOCUMENTATION

1.13. CUSTOMER ACKNOWLEDGES THAT THERE ARE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE 911 USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CSG RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.

1.14. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER.

1.15. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER CSG, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, MEMBERS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER.

1.16. Limitation of Liability.

1.16.1. Customer agrees that CSG and its authorized resellers, and their respective directors, officers, members, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or 911 Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that CSG remains liable for any gross negligence or willful misconduct by CSG, its directors, members, officers, shareholders, employees, and agents.

1.16.2. In no event will the liability of CSG and its authorized resellers, to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total amount paid by Customer during the twelve (12) month period preceding the first incident out of which the liability arose. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of their essential purpose. Customer further acknowledges, understands and agrees that CSG has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.

## Enterprise Messaging Terms of Service (Public Safety)

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

1. **Enterprise Messaging.** VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Plans allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Plans supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Plans – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.
2. **Term and TOS Termination.** The term of this TOS shall be one year from the date the Customer signs the TOS ("**Effective Date**"). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to

the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

- 3. Intellectual Property.** VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.
- 4. License Rights and Restrictions.** Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.
- 5. Content.** Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Provision of intercarrier messaging is provided through a third-party vendor. Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices)), third-party vendor guidelines and content standards, and VZW content standards (attached hereto as Exhibit "A"), which may updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

- 6. Consent Requirements.** Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.
- 7. HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information ("PHI") as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively, "HIPAA"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.
- 8. Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. VZW reserves the right to increase pricing upon thirty (30) days' notice.
- 9. Public Safety/First Responders:** Additionally, for eligible NAICS Customers, Customer acknowledges and agrees that the SMS only \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety only and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities and no other activities.
- 10. Pilot Mobile Phone.** VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.
- 11. Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at <http://www.verizon.com/suppliers> (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any

fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. **“Unauthorized Code”** means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

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

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

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

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

**16. Service Limitations.** VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated from time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its



sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

**17. Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

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

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

agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

## Exhibit A VZW Content Standards

Customer may only provide content that is legal and does not include or provide access to content or material that falls into the following categories:

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;
- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of VZW or its affiliates.

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, no content and materials included shall disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

## Intrepid Service Agreement

### Terms and Conditions

#### 1. DEFINITIONS

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

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

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

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

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



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

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

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

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

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

## 2. SERVICES

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

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

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

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

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

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

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

### 3. **LIMITATIONS AND RESTRICTIONS**

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

3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such

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

3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.

3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content (“Content”) sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid claims no ownership of any Content that is transmitted, stored, or processed in Customer’s account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.

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

others authorized by Customer or its Users to view such Content as part of Intrepid's provision of the Service to such authorized users.

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

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

#### 4. **PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

5.8 In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim, (b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

## 6. **CONFIDENTIALITY AND DATA PROTECTION**

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

## 7. **TERM AND TERMINATION**



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

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

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

Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession.

Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

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

## 8. EXPORT

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re- export. Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

## 9. MISCELLANEOUS

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

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

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

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

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

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

9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery; (b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

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

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

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

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

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

## **Exhibit A**

### **Response Times**

#### **I. Intrepid Service**

##### **1 Response Times**

Intrepid shall use its commercially reasonable efforts to respond to all written requests for assistance in accordance with the following response times:



Type of Problem	Time to Respond	
	During Normal Business Hours	Outside Normal Business Hours
Level 1 – Service unavailable or data cannot be collected from > 20% of the Users	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>
Level 2 – Part of the functionality of the Service is unavailable or data cannot be collected from <= 5% to 20% of the Users	By 6PM EST of the following 2 business days Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>	By 6PM EST of the following 2 business days Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>
Level 3 – All other issues	Within 5 business days Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>	Within 5 business days Email: <a href="mailto:support@intrepid-networks.com">support@intrepid-networks.com</a>

## MarketSpark General Terms & Conditions

These General Terms and Conditions (these “**Terms**”) govern the provision and use of equipment, software and services related to the conversion of plain old telephone service (“**POTS**”) to reliable cellular connections by MarketSpark, Inc. (“**MarketSpark**”) to your organization (“You” or “Customer”). By completing the ordering process for the Services, Customer agrees to these Terms.

**1. Provision of Equipment and Services.** Customer agrees to acquire from MarketSpark the Services and Equipment (as defined below), which may include accompanying software (“Software”). Customer acknowledges that a site survey is recommended to determine scope of the Services to be provided. Customer agrees to coordinate with MarketSpark on the details of the set-up, installation, and testing of the Services.

**1.1. Equipment.** MarketSpark shall provide the necessary hardware (together with applicable Software, “**Equipment**”) to deliver the Services. Customer acknowledges that the Equipment is provided exclusively for use by Customer. Customer acknowledges that any unauthorized sale may result in the immediate voiding of any warranties that may have been passed through to Customer. Certain equipment required to provide the Services may be supplied by Customer and shall include, but not be limited to, the following: routers, switches, firewalls, digital phones, faxes, signal boosting equipment, and fire panels, among other equipment (such Customer-supplied equipment is collectively the “CPE”).

**2. Services.** For purposes of POTS replacement, MarketSpark shall provide certain services to Customer (“**Services**”), which shall include but not be limited to the following:

**2.1. POTS replacement line(s)** at each of the Customer locations as selected and identified by Customer (“**Customer Locations**”).

2.2. Installation of the Services by MarketSpark up to the demarcation point(s) (each, a “**Dmarc**”) at the Customer Locations. Dmarcs are defined as Customer’s main distribution frame (MDF), intermediate distribution frame (IDF), or computer or server room and may vary by location. Where MarketSpark is provisioning Services to a Dmarc at a Customer Location, Customer is responsible for providing all necessary and/or reasonably requested access rights, space, and power for MarketSpark’s facilities and equipment at the Dmarc. If MarketSpark is unable to access the required

Customer Location at the agreed upon date and time, Customer may be charged additional costs associated with rescheduling the installation.

2.2.1. For clarity, MarketSpark’s obligation is to provide a dial tone to the Dmarc. Any additional installation services or coordination with other service providers or personnel may result in additional fees, which shall be approved by Customer in advance and subject to these Terms. MarketSpark’s technical support team is available for remote services at no additional charge to resolve connectivity with on-premises equipment.

2.3. Setup and installation Services provided by MarketSpark to install Equipment in the Customer Locations as provided in these Terms.

2.4. Testing of new POTS replacement line(s) to the Dmarc(s).

2.5. Monitoring, management, and, solely for Equipment not owned by Customer, break-fix Services for the Equipment installed by MarketSpark in the Customer Locations.

2.6. Access to MarketSpark’s portal for the purposes of monitoring Services at the Customer Locations and making changes such as call forwarding and other changes allowed using the portal.

2.7. MarketSpark is not responsible for the timeline to port Customer’s existing numbers. Although carriers are required to transfer their customers’ numbers upon request, execution time varies and is beyond the control of MarketSpark.

**3. Suspension and Termination.** MarketSpark may suspend or terminate the Services if Customer materially breaches these Terms and fails to cure such breach within thirty (30) days following MarketSpark’s written notice specifying such breach.

**4. Customer Responsibilities.** In addition to Customer’s other responsibilities under these Terms, Customer agrees that anyone using the Services will: (i) not use the Services for any illegal purposes and comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services, the Equipment, or these Terms; (ii) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords, or other features) necessary to restrict access to Customer’s computers, servers, or other CPE through the Services; (iii) be solely responsible for all fraudulent, unauthorized, illegal, or improper use of the Services and/or Equipment by persons accessing those Services through Customer’s facilities, CPE, or Customer Location; and (iv) authorize and identify to MarketSpark at least one individual who is authorized to represent Customer on any aspect of the Services and Customer’s account (including all requests for moves, additions, deletions or changes to the Services) (each, an “**Authorized Individual**”). Customer’s list of Authorized Individuals must be kept current at all times. A change requires the authorization of a currently Authorized Individual for Customer’s account. Updates and authorizations shall be sent to support@MarketSpark.com. Customer

further agrees to keep the Equipment at the Customer Location where it has been installed and to not make any alterations, additions, or replacements to the Equipment except as authorized in writing by MarketSpark.

**5. 911 Terms and Conditions.** The Services are provided subject to the 911 terms and conditions as set forth in the Appendix to these Terms.

**6. LIMITED WARRANTY. OTHER THAN THE WARRANTIES DEFINED IN THESE TERMS, MARKETSPARK DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL WARRANTIES, DUTIES, AND OBLIGATIONS IMPLIED OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE, AND DETERMINE THE SUITABILITY OF MARKETSPARK SERVICES AND THE EQUIPMENT, AND MARKETSPARK WILL HAVE NO LIABILITY FOR THAT SELECTION, USE, OR SUITABILITY. MARKETSPARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THE FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. MARKETSPARK DOES NOT REPRESENT THAT THE SERVICES OR THE EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION, OR FILES ON ANY OF THEM. WHENEVER CUSTOMER IS ENTITLED TO MARKETSPARK'S INTEREST IN ANY EQUIPMENT, MARKETSPARK WILL ASSIGN SUCH EQUIPMENT "AS-IS, WHERE-IS," EXCEPT THAT MARKETSPARK WILL WARRANT THE ABSENCE OF ANY ENCUMBRANCES.**

**7. MarketSpark Intellectual Property.** Customer acknowledges and agrees that in order for MarketSpark to perform one or more of its obligations in connection with specific Software (or any specific parts thereof), MarketSpark may, in some instances, need to utilize certain of MarketSpark's own proprietary pre-existing code, technology, or software ("MarketSpark IP"). Such MarketSpark IP shall not be deemed included in the Services provided hereunder, and all rights in and to such MarketSpark IP are and shall remain the sole and exclusive property of MarketSpark.

**8. Indemnification.** MarketSpark shall release, indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer resulting from any third-party claim, suit, action, or proceeding that (i) the MarketSpark IP, Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights, or (ii) results from MarketSpark's gross negligence or willful misconduct; provided that in each instance, Customer provides prompt notification in writing of such claim and cooperates with MarketSpark.

## **9. LIMITATIONS OF LIABILITY.**

9.1. EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, A BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 10, OR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WHATSOEVER SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS BE LIABLE UNDER ANY CAUSES OF ACTION FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER SIMILAR TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES BASED UPON LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF BUSINESS, OR

LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER CUSTOMER, CUSTOMER'S PERMITTED ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THAT LOSS OR DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, WHETHER UNDER CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION AND WHETHER OR NOT MARKETSPARK OR ITS AUTHORIZED RESELLERS ARE INFORMED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, UNLESS SUCH DAMAGES ARE DUE TO THE WILLFUL MISCONDUCT OF MARKETSPARK. EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, IN NO EVENT SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES. MARKETSPARK IS NOT LIABLE FOR THE CONTENT, ACCURACY, OR QUALITY OF INFORMATION TRANSMITTED THROUGH ITS EQUIPMENT, FACILITIES, OR SERVICES, OR THROUGH THE EQUIPMENT, AND CUSTOMER AGREES TO ASSUME ALL RISK OF TRANSMITTING, RECEIVING, OR USING ANY SUCH CONTENT OR INFORMATION. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION REPRESENT A FUNDAMENTAL TERM OF THE SERVICES AND NEITHER MARKETSPARK NOR CUSTOMER WOULD HAVE AGREED TO THESE TERMS WITHOUT THEIR INCLUSION.

9.2. MarketSpark does not control how emergency 911 calls are answered or handled by any local emergency response center. MarketSpark disclaims all liability and responsibility for the actions and conduct of any and all national and local emergency response centers. MarketSpark relies entirely upon third parties to route emergency 911 calls to local and national emergency response centers. MarketSpark and its authorized resellers disclaim any and all liability and responsibility resulting from the absence, failure or outage of the emergency 911 services, including without limitation the emergency dialing service or access to emergency service personnel, or in the event such third-party data used to route the calls is incorrect or produces an erroneous result. Neither MarketSpark nor its officers, directors, members, shareholders, employees or authorized resellers may be held liable for any claim, damage or loss, and Customer hereby waives any and all such claims or causes of action arising from or related to, emergency 911 Services; provided, however, that this disclaimer will not apply to MarketSpark where such claims arose from MarketSpark's gross negligence, recklessness or willful misconduct. MarketSpark is not liable for errors or omissions in any information about Customer in any published directory. Customer agrees to be solely responsible for ensuring the accuracy of any information about Customer in any published directory.

**10. Confidentiality. "Confidential Information"** shall include, without limitation, knowledge about business formulas, products, processes, techniques, technology, research, services, trade secrets, inventions, copyrights, patents, patent applications, contracts, marketing materials and strategies, software programs, financial information, and all concepts, plans, proposals, or information about MarketSpark's current, future, and proposed business or any of MarketSpark's customers, whether or not such information would be enforceable as a trade secret. Confidential Information also includes proprietary or confidential information of any third party who may disclose information to MarketSpark in its course of business. Except as required by law, Customer will not, without prior written consent from MarketSpark, disclose to any individual or entity any such Confidential Information, and will use such information only as may be reasonably necessary as it pertains to these Terms. Confidential Information disclosed under these Terms shall be treated with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as Customer would normally use to protect its own confidential or proprietary information.

**11. Maintenance.** MarketSpark may perform maintenance that may affect the availability or functionality of all or part of the Services. Except in emergencies, MarketSpark will endeavor to provide prior notice of maintenance windows. Any impact on the Services as a result of maintenance will not be deemed a breach of these Terms and will not entitle Customer to any credit, refund, or right to terminate any affected Service.

**12. Representations.** Customer represents to MarketSpark that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.

### **13. General.**

**13.1. Severability.** If any court should declare any one provision of these Terms to be invalid, then the other provisions will remain in effect.

**13.2. Survivability.** Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.

## **APPENDIX**

### **911 TERMS AND CONDITIONS**

MarketSpark provides its 911 Services (defined below) subject to these 911 Terms and Conditions (the "911 Terms").

**1. 911 Definitions.** For the purposes of these 911 Terms, the following terms will have the following meanings:

1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.

2. "911 Services" means functionality that allows end-users to contact emergency services by dialing the digits 9-1-1.

3. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) End Users who principally utilize such services at such End User's residence and occasionally at other locations; (b) End Users that are enterprises that use either an on-site or hosted Private Branch Exchange ("PBX") during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which Sections 1.c.vii and/or 1.d, below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations and do not constitute "Approved Uses"; (c) End Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that

direct calls to emergency services do not constitute “Approved Uses”; and (d) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as “relay services.”

4. “Basic 911” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User’s telephone number or emergency address information unless the End User provides such information verbally during the emergency call.
5. “E911 Authority” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
6. “End User” means the individual placing a 911 Call from a Customer’s TTN (defined below).
7. “Enhanced 911” or “E911” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s provided address and to deliver the Subscriber’s telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
8. “P-Asserted-Identity” means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
9. “Private Branch Exchange” or “PBX” means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
10. “Public-Service Access Point” or “PSAP” means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.
11. “Registered Emergency Address” or “REA” means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
12. “SIP” means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
13. “Subscriber” means an End User or telephone device assigned a TTN.



14. “TTN” or “MarketSpark Trunk Number” means a United States or Canada telephone number bought by the Customer from MarketSpark and assigned to a trunk for use with MarketSpark’s elastic SIP trunking service.

15. “VoIP” means Voice over Internet Protocol.

## 2. 911 Service Description and Use of Service.

1. **E911 Services.** With E911, when an End User places a 911 Call, such call will typically be routed to the local PSAP that covers Customer’s REA. In limited circumstances, as further described below in Section 1.c.ii, the 911 Call may be routed to a Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer’s REA.

2. **Basic 911.** With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User’s physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain End User’s assigned TTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User’s physical location. As additional local PSAPs are able to answer E911 calls, MarketSpark will upgrade Customer from Basic 911 to E911 service. MarketSpark is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

3. **PSAP Service.** Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User’s name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User’s TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User’s 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize MarketSpark’s E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.

4. Customer will ensure that End Users do not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.



5. Customer acknowledges and agrees that MarketSpark can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in MarketSpark's database will be routed using the ten-digit outbound trunks or a 911 professional.

6. Customer will provide MarketSpark with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. MARKETSPARK WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a TTN with every Subscriber and/or End User call presented to MarketSpark for processing. MarketSpark will have no obligation to provide 911 Services with respect to any Subscriber or End User call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by MarketSpark to provide 911 Services under such circumstances.

7. **Customer Obligations.** (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, MarketSpark will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and MarketSpark reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

8. **Customer Testing.** Customer will be solely responsible to test the 911 Services after installation and periodically throughout the Term and will notify MarketSpark if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of MarketSpark.

9. **Equipment; Connection; Customer's Responsibilities.** MarketSpark will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by Customer and MarketSpark. Customer must connect to MarketSpark's network in a manner and at locations determined by MarketSpark. Customer will, at Customer's sole cost and liability as between Customer and MarketSpark, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services.

10. **Charges and Rates.** If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").

11. CUSTOMER ACKNOWLEDGES AND AGREES THAT MARKETSPARK'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE MARKETSPARK EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE

SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN.

12. CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE END USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. MARKETSPARK RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.

13. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.

14. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER MARKETSPARK, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING THEREFROM.

15. **E911 Limitation of Liability.** Customer agrees that MarketSpark, its affiliates, its authorized resellers, and their respective directors, officers, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or ANY End Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that MarketSpark remains liable for gross negligence or willful misconduct by MarketSpark, its directors, officers, shareholders, employees, and agents.

16. In no event will the liability of MarketSpark or its authorized resellers to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total Charges paid by Customer in the twelve (12) months preceding the claim. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of its essential purpose. Customer further acknowledges, understands and agrees that MarketSpark has no

control over how a foreign administration or third-party carrier establishes its rules and conditions pertaining to international telecommunications service.

## Master Terms for VSC Products

These Master Terms for VSC Products (“VSC Master Terms”) amend the NASPO ValuePoint Master Agreement Terms and Conditions (“NASPO Agreement”). Without limiting the foregoing, the pricing, payment, liability and indemnification terms set forth in the NASPO Agreement shall apply to VSC Products (as defined below). All capitalized terms not defined herein shall have the meaning provided in the NASPO Agreement.

1. **SCOPE.** These VSC Master Terms apply to the following Products available under Category 3: Turnkey Wireless and IoT Solutions offered as a Product (collectively referred herein as “VSC Products”):
  - Category 3J: Intelligent Lighting
  - Category 3J: Real Time Response System (RTRS)
  - Category 3J: Intelligent Video (IV)

In addition to these VSC Master Terms, the VSC Products are subject to additional terms tailored to address specific details about each VSC Product (collectively, the “VSC Product Supplements”). The VSC Product Supplements are set forth in Section 14 below.

The NASPO Agreement, these VSC Master Terms, the relevant VSC Product Supplement, and the relevant Statement of Work (“SOW”), including the exhibits and schedules attached hereto and referenced herein or therein (collectively, the “Agreement”), constitutes the entire understanding with respect to the VSC Products, and supersedes all other agreements, understandings, and arrangements, whether written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by the parties hereto.

In the event of a conflict between the terms applicable to each VSC Product, the terms shall be given precedence in the following order of priority:

- 1) NASPO Master Agreement (Highest Priority);
- 2) VSC Product Terms;
- 3) VSC Product Supplement; and
- 4) the applicable Statement of Work (Lowest Priority).

## 2. DEFINITIONS.

- **Software:** software includes computer programs, including software and firmware embedded in Equipment, as provided to Purchasing Entity by Contractor, and any upgrades, updates, bug fixes or modified versions thereto or backup copies of any of the foregoing.
- **Solution Service:** service that grants Purchasing Entity with access to view data made available to Purchasing Entity for the Subscription Period through a web-based portal (“Portal”) associated with the VSC Product pursuant to these VSC Master Terms and the relevant VSC Product Supplement. The Portal might utilize (a) Verizon’s NetSense® Platform (a cloud-based management platform that serves as a central management system (CMS) for integrating and controlling networked lighting, and a management platform for other Verizon smart community solutions); or (b) a third-party cloud platform.

- Equipment: hardware and associated accessories described in the VSC Product Supplement and applicable SOW for each VSC Product.
- Professional Services: technical or other functions performed by Contractor related to the VSC Products to the extent set forth in an applicable SOW, such as installation, implementation, consulting, technology- or project-related services.
- Subscription Period: the period (e.g., Monthly Subscription, Annual Subscription) during which Participating Entity is entitled to access and use the Solution Service, which period shall be reflected in the applicable Order and shall commence on the date Contractor activates the subscription.

3. VSC PRODUCTS OVERVIEW. If required for the VSC Product to work as described in the VSC Product Supplement, and unless otherwise agreed in writing by Contractor and the Purchasing Entity, then a VSC Product may include the following:

- (A) Solution Service
- (B) Software
- (C) Equipment
- (D) Support Service and Maintenance - included with all VSC Products as further described in Section 8
- (E) Professional Services - to the extent set forth in the relevant SOW.

4. USE OF VSC PRODUCTS.

- 4.1. Right to Access and Use the Solution Service. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a limited, revocable, non-assignable, world-wide, non-exclusive license to access and use the Solution Service during the Subscription Period solely for Purchasing Entity's internal business use purpose and as further detailed in the relevant SOW. Purchasing Entity shall permit access to the Portal only by individuals who are authorized by Purchasing Entity to use the Solution Service and who have been supplied the user credentials by Purchasing Entity (collectively, "Users"). Users may include employees, consultants, contractors and agents of Purchasing Entity. Purchasing Entity shall be liable for the acts and omissions of its Users and any unauthorized users accessing the Solution Service by or through Purchasing Entity and its information system(s) as if such acts or omissions were taken (or omitted to be taken) by Purchasing Entity directly. Contractor can, without notice, limit, suspend, or cancel Purchasing Entity's access to or use of the Solution Service if Purchasing Entity breaches these VSC Product Terms or for good cause, which shall include, but shall not be limited to, any governmental body of competent jurisdiction instituting a law that conflicts with the Agreement and/or causes Contractor to incur additional material expense or undertake additional material burden or obligation in connection with the Solution Service.
- 4.2. Software Use. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a license to use the Software in accordance with the terms in the URL set forth below and any supplemental license terms set forth in the applicable VSC Product Supplement.

Software License URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-software-license-terms.pdf>

#### 4.3. Purchasing Entity Responsibilities for VSC Product.

- (i) Purchasing Entity represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the VSC Products provided in the manner as contemplated in these VSC Master Product Terms and applicable VSC Product Supplement and SOW, including, without limitation, having obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide such VSC Products.
- (ii) Purchasing Entity represents that all access to and use of the VSC Products by Purchasing Entity and its Users, or otherwise through Purchasing Entity's facilities, equipment, identifiers or passwords will be solely for its internal business purposes as contemplated by these VSC Master Product Terms and applicable VSC Product Supplement and SOW.
- (iii) Purchasing Entity is responsible for securing an internet connection at its own cost and must use a supported browser to access the Portal.
- (iv) Purchasing Entity further represents that the performance of its obligations and its Users' access to and use of the VSC Products or other exercise of its rights under this Agreement will not violate any applicable local, state or national laws, rules or regulations (collectively, "Laws"), the rights of any third party, or Contractor's VSC Products Acceptable Use Policy located at the following URL ("AUP").

AUP URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-acceptable-use-policy.pdf>

(v) Without limiting the foregoing, Purchasing Entity represents that it will not, and will not permit any third party to resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile, translate, or disassemble the VSC Products or licensed components thereof or to otherwise attempt to extract any or all of the source code of the VSC Products or licensed components thereof (except to the extent such restriction is expressly prohibited by applicable law or open source terms), access a VSC Product in order to build a competitive product or service or to copy any ideas, features or functions of VSC Products or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving VSC Products or Contractor's Confidential Information (as defined below) that is not authorized by Contractor.

(vi) Upon termination or expiration of the applicable Order for any reason: (a) Customer shall immediately cease using the Solution Service and any other information and materials provided by Contractor in connection therewith, and (b) any and all licenses and access rights granted to Purchasing Entity hereunder shall terminate.

5. **PROFESSIONAL SERVICES.** Contractor may provide to the Purchasing Entity certain technical and consultative Professional Services in connection with the VSC Products. Professional Services may include, but are not limited to, site design, installation, configuration, Equipment testing, training, turn-over and project management. The provision of Professional Services requires the execution of a SOW by both parties. Contractor controls the means, methods, places, and time of its performance of the Professional Services (including the use of subcontractors and consultants).



6. **VSC PRODUCT DEPLOYMENT AND ACCEPTANCE.** Contractor will install and deploy the VSC Product set forth in the applicable VSC Product SOW. Acceptance terms shall be set forth in the applicable VSC Product SOW. Title and risk of loss or damage to Equipment will pass to Purchasing Entity upon Purchasing Entity's Acceptance of the Equipment for Equipment installed by Contractor. If Purchasing Entity chooses not to have the Contractor install the Equipment, then title and risk of loss or damage to Equipment shall pass to Purchasing Entity upon Purchasing Entity's receipt of the Equipment.
7. **EQUIPMENT WARRANTY.** The warranty terms for the Contractor-manufactured Equipment are set forth at the URL set forth below and the length of the warranty period for each VSC Product is set forth in VSC Product Supplement. For any Equipment for which Contractor is not the manufacturer, Contractor will transfer or pass through to Purchasing Entity the benefit of any and all manufacturer warranties which can be transferred or passed through on the same terms as offered by such manufacturers.

Equipment Warranty URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-equipment-warranty.pdf>

## 8. SUPPORT AND UPDATES.

- 8.1. **VSC Product Support.** Contractor will provide support for the VSC Product as described in the URL set forth below. Purchasing Entity acknowledges and agrees that under the applicable VSC Product Supplement, Contractor will remotely access Equipment to (a) verify Purchasing Entity credentials; (b) issue reports and alerts (such as automated support requests and alert messages); (c) provide maintenance, Product Updates (as defined below) and other technical support; (d) apply policy and configuration changes; and (e) extract usage information, service performance information, and infection logs. Purchasing Entity agrees that the VSC Products may be manufactured and supported by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

Service Support & Maintenance URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-service-support-maintenance.pdf>

- 8.2. **Product Updates.** Contractor may, but is not required to, make new applications, tools, data, features or functionality available from time to time through the VSC Product and add new services and features to the "VSC Product" definition from time to time (collectively, "Product Updates"). If any Product Update is contingent upon Purchasing Entity's agreement to additional terms or is a material change to the VSC Product, Contractor will inform Purchasing Entity by either sending an email to the Notice address or alerting Purchasing Entity through the administrator console.
- 8.3. **Material Changes to Products.** Contractor will use commercially reasonable efforts to continue providing the VSC Product without any material adverse change to the Purchasing Entity, unless Contractor determines in its reasonable good faith judgment that (a) it cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) doing so could create a (i) security risk or (ii) substantial economic or technical burden. Notwithstanding the foregoing, Contractor reserves the



right to discontinue VSC Products from time to time as part of its product lifecycle management practices.

9. **DATA PRIVACY.** By using the VSC Product, Purchasing Entity consents to Contractor's collection and use of information in accordance with the terms of Contractor's Privacy Policy, located at <https://www.Verizon.com/about/privacy/>. Purchasing Entity represents and warrants that it has the rights and the authority with respect to information provided by Purchasing Entity or transmitted through Purchasing Entity's use of the VSC Products to grant Contractor the rights necessary to deliver the VSC Products, comply with Laws, and to engage in any other activity set forth in this VSC Product Supplement. Purchasing Entity grants to Contractor and its affiliates (with rights to sublicense to their suppliers) the non-exclusive, fully paid-up, sublicensable, transferable license, and right to collect, access, copy, store and use such data to provide the VSC Products, to analyze, measure and optimize the performance of the VSC Products, to develop new offerings, and for other business purposes of Contractor and its affiliates, including the development of data products for sale, licensing and distribution to third parties. Purchasing Entity agrees that Contractor may access the Equipment and Portal so that Contractor may comply with a valid legal process, or as otherwise required or authorized by applicable Laws (whether video, metadata, or other information is at issue). To the extent practicable and permitted by applicable Laws or the legal process, Contractor will give notice to Purchasing Entity. Except as may be required under applicable Laws or court order or reasonably required to provide the VSC Products, Contractor will not disclose or distribute data provided by Purchasing Entity to a third party in a form that permits individual identification of Purchasing Entity without Purchasing Entity's prior consent. Purchasing Entity will use commercially reasonable efforts to comply with the privacy and security terms contained in the URL set forth below, and shall notify the Contractor promptly of any unauthorized access to, or use of the VSC Product.

Data Privacy & Security URL: <https://enterprise.verizon.com/content/dam/r3sOu4c3s/public-sector/state-local/contracts/naspo/vsc-data-privacy-security-standards.pdf>

10. **INTELLECTUAL PROPERTY.** Contractor and its suppliers own all intellectual property rights in the VSC Products, product documentation and other materials relating thereto, including any modifications, updates, revisions or enhancements of any of the foregoing. Except as expressly granted herein, Purchasing Entity receives no ownership, license, or other interest in or to any VSC Products or intellectual property created, delivered, or otherwise made available by Contractor, whether in connection with its provision of the VSC Products, performance of its obligations under any VSC Product Supplement or otherwise and all rights not explicitly given are reserved by Contractor and its suppliers. Purchasing Entity grants Contractor, a royalty-free, world-wide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the VSC Product and/or other products any suggestions, enhancement requests, recommendations or other feedback provided by Purchasing Entity or its Users relating to the operation and use of the VSC Products (or components thereof).
11. **CONFIDENTIALITY.**
  - 11.1. The confidentiality obligations set forth herein will apply to information exchanged pursuant to this VSC Master Terms and any applicable VSC Product Supplement. Contractor's confidentiality obligations are set forth in the NASPO Agreement and Purchasing Entity agrees that Contractor may disclose Purchasing Entity's Confidential Information (as defined in the NASPO Agreement) to: (a) Contractor's affiliates; (b)

- Contractor or Contractor affiliates' suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Contractor or Contractor affiliates' products or services under or in connection with a VSC Product Supplement; (c) successors in interest to Contractor or Contractor affiliates (by merger or otherwise); or (d) persons to whom Contractor or Contractor affiliates may sell all or part of their respective businesses or assets.
- 11.2. Participating Entity and Purchasing Entity shall treat as confidential and protect from disclosure using the same degree of care it uses for its own confidential information (but no less than a reasonable degree of care), and shall not disclose to any third party except as provided herein, any information received from or disclosed by Contractor in whatever form and designated as confidential by Contractor by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to Contractor (or one of its affiliates or their suppliers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that relates to Contractor's technology, business affairs, marketing, sales plans, customers, products, services, developments, trade secrets, know-how or personnel (collectively, "Contractor's Confidential Information"). Participating Entity and Purchasing Entity shall use Contractor's Confidential Information only for the purpose of the NASPO Agreement. Participating Entity and Purchasing Entity may disclose Contractor's Confidential Information to subcontractors and consultants solely for the purpose of assisting Purchasing Entity with the use of VSC Products as permitted in the Agreement by Purchasing Entity. The foregoing restrictions on use and disclosure of Contractor's Confidential Information do not apply to information that: (i) is or becomes publicly known, through no wrongful act or omission of the Purchasing Entity; (ii) is received without restriction from a third party free to disclose it without obligation to Contractor; (iii) is developed independently without reference to, or use of, the Contractor's Confidential Information; or (iv) is required to be disclosed by law, regulation, or court or governmental order.
- 11.3. As Participating Entity and/or Purchasing Entity is a public entity, Contractor acknowledges and agrees that Participating Entity and/or Purchasing Entity has a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public, including being subject to the Public Records Act ("PRA"). Accordingly, any information provided by Contractor to Participating Entity and/or Purchasing Entity may be required to be disclosed to the public as a result of a public request or court order. If any third party requests that Participating Entity and/or Purchasing Entity disclose the contents of Contractor's Confidential Information pursuant to a PRA or otherwise, Participating Entity and/or Purchasing Entity (as the case may be) agrees to (i) notify Contractor in writing within a reasonable time period after it receives such request; (ii) assert all appropriate defenses or exemptions to disclosure under the PRA; and (iii) not to disclose Confidential Information that qualifies for an applicable exemption under the PRA, unless ordered to do so by a reviewing court of competent jurisdiction.
- 11.4. Participating Entities and/or Purchasing Entities (as the case may be) acknowledges that breach of this section, including disclosure of any Contractor's Confidential Information, will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the

breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Participating Entity and Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANYTHING ELSE IN THE AGREEMENT, THE TOTAL LIABILITY OF CONTRACTOR IN CONNECTION WITH THESE VSC MASTER TERMS AND THE VSC PRODUCTS IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY THE PURCHASING ENTITY THAT INCURS DAMAGE; OR (B) THE AGGREGATE AMOUNT DUE FROM THE AFFECTED PURCHASING ENTITY TO CONTRACTOR UNDER THE RELEVANT ORDER FOR THE SIX MONTHS PRIOR TO ACCRUAL OF THE LATEST CAUSE OF ACTION FOR WHICH THE LIMITATION OF LIABILITY UNDER THIS CLAUSE IS BEING CALCULATED, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY DOES NOT LIMIT (A) ANY PARTY'S LIABILITY: (I) IN TORT FOR DAMAGES PROXIMATELY CAUSED BY ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR BY ITS GROSS NEGLIGENCE, OR (II) WHERE MANDATORY LOCAL LAW DOES NOT ALLOW THE LIMITATION, (B) PURCHASING ENTITY'S PAYMENT OBLIGATIONS UNDER ANY STATEMENT OF WORK OR THE AGREEMENT OR (C) ANY PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
  
13. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VSC PRODUCT SHALL BE ERROR-FREE OR COMPLETELY SECURE. CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEMS AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. CONTRACTOR WILL BEAR NO LIABILITY FOR USE OF THE VSC PRODUCT PROVIDED PURSUANT TO THESE VSC MASTER TERMS IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, CONTRACTOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SOLUTION WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT PURCHASING ENTITY MAY UTILIZE IN CONJUNCTION WITH THE VSC PRODUCT OR TO WHICH PURCHASING ENTITY MAY CONNECT TO THE VSC PRODUCT. THE VSC PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CONTRACTOR.
  
14. **OFFSHORE SUPPORT.** PURCHASING ENTITY AGREES THAT THE VSC PRODUCTS MAY BE PROVIDED BY, AND ITS INFORMATION ACCESSED AND/OR STORED BY, RESOURCES LOCATED WITHIN AND OUTSIDE THE UNITED STATES AND CONSENTS TO SUCH ACCESS AND STORAGE OF ITS INFORMATION.

15. VSC PRODUCT SUPPLEMENTS. The VSC Product Supplement applicable to Purchasing Entity's use of each VSC Product is located at following locations:

- Intelligent Lighting:

<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-lighting-terms.pdf>

- Real Time Response System:

<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-real-time-response-system-terms.pdf>

- Intelligent Video:

<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-video-terms.pdf>

### Mobile Endpoint Security License Agreement (Lookout)

THIS MOBILE ENDPOINT SECURITY LICENSE AGREEMENT (THE "LICENSE AGREEMENT" OR THE "AGREEMENT") IS BETWEEN LOOKOUT, INC. ("LOOKOUT") AND THE ENTITY AGREEING TO THESE TERMS ("CUSTOMER"). THIS AGREEMENT GOVERNS THE SUBSCRIPTION TO AND USE OF LOOKOUT MOBILE ENDPOINT SECURITY SERVICES (THE "SERVICES" OR "ENTERPRISE SERVICES"). READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY **BEFORE** USING THE SERVICES. YOU ARE REQUIRED TO ACCEPT THE FOLLOWING LICENSE AGREEMENT AS A CONDITION TO CREATING AN ENTERPRISE ACCOUNT. AS THE CUSTOMER, YOU AGREE TO THIS AGREEMENT BY CLICKING OR TAPPING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, OR BY YOUR CONTINUED USE OF THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN LOOKOUT IS UNWILLING TO LICENSE THE SERVICES TO YOU, AND YOU SHALL MAKE NO FURTHER USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE REVIEWED THE AGREEMENT ON BEHALF OF CUSTOMER AND YOU ARE WARRANTING THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF CUSTOMER.

#### 1. Definitions.

"Accounts" means all accounts created by the Customer (including accounts created by or for its Administrators within the Service).

"Administrators" means the person(s) designated by Customer to have the authority to utilize the Administrative Console to create and manage Accounts associated with Customer and see the security status of End Users' Device. The Administrator is also considered an End User.

"Administrative Console" means the functionality for managing End Users' security, and other administrative functionality for Accounts and Devices associated with the Services provided to Customer.

"Device" or "Devices" mean all End Users' mobile devices associated with the Enterprise Account.

“End User(s)” means, collectively, any person who is invited by the Administrator to join an Enterprise Account and/or access the Services.

“End User Data” means the electronic data submitted from End User’s Device(s) that is collected and processed by Lookout in connection with provision of the Services.

“Enterprise Account” means, collectively, all Accounts that belong to the Customer’s subscription. An Enterprise Account may represent a team, group or other subdivision within the Customer’s organization or the whole organization.

“Enterprise Services” or “Services” means Lookout’s proprietary commercial off-the-shelf software product(s) specified in the Order (any related purchase orders, statement of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, and any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates and upgrades thereto that Lookout provides to Customer or that is developed in connection with this Agreement.

“Order” means Customer’s order details as set forth in the applicable order form.

“Subscription Term” means the period starting on the Service start date as stated in the Order and continuing for the period specified therein, or if no such period is specified, on an annual basis.

## **2. License.**

a. License to Customer and End Users. Subject to Customer’s and End Users’ continued and full compliance with all of the terms and conditions of this Agreement, Lookout hereby grants to Customer and its End User(s) a revocable, nontransferable, non-exclusive limited license, without any right to sublicense, during the applicable Subscription Term, to (a) install, execute, and use the Services (including any updates, modifications, patches and upgrades thereto that Lookout, in its sole discretion, may provide to Customer hereunder) solely for Customer’s internal use and (b) allow Administrators to access and use the Administrative Console to create and administer Devices registered to Customer.

b. License to Lookout. Customer grants to Lookout a worldwide, limited-term license to host, copy, transmit, and display End User Data and other data Customer submits to Lookout for Lookout to provide the Services in accordance with this Agreement. Customer further grants Lookout a perpetual, irrevocable right to maintain, access, use, and disclose de-identified or aggregated data for any purpose.

**3. Changes to Services.** Lookout may change and improve the Services over the Subscription Term. The Customer’s use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Lookout may alter or remove functionality from the Services without prior notice. However, Lookout will endeavor to provide the Customer with prior notice if a change to the Services results in a material change in functionality, and if the material changes adversely affects Customer, Customer will have the option to cancel any Order without further obligation within 30 days of the material changes, and Lookout will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Services for which no comparable replacement was provided. If Customer is entitled to a refund under this Agreement, and the Services were purchased by Customer through an authorized Lookout partner (“Reseller”), then unless it is otherwise specified, Lookout will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer. Customer agrees, however, that its



Order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lookout regarding future functionality or features.

#### **4. Customer's Obligations.**

a. **Compliance.** Customer is solely responsible for End Users' compliance with this License Agreement. Customer acknowledges and agrees that prior to an End User using the Services, each End User will accept, or Customer will accept on behalf of the End User (and make Lookout a third-party beneficiary thereof) the terms and conditions herein, and this License Agreement will govern the End Users use of the Services. Customer acknowledges that a violation of this License Agreement by an End User can result in the termination of Services and/or Customer's Enterprise Account.

b. **Obligations Concerning End Users.** Customer represents and warrants that it has the necessary rights and will obtain any consents required from each End User (i) to allow the Customer and its Administrators to engage in the activities described in this Agreement or available through the Services (including adding the End User to the Enterprise Account) and (ii) to allow Lookout to provide the Services, including to collect End User Data. Without limiting the foregoing, Customer will provide End Users with prior notice of the scope of the Services, including Lookout's collection and Customer's access to End User Data. Customer – and not Lookout – is responsible for (1) Customer's access to, and potential use of, information obtained through the Enterprise Services, including End User Data; and (2) for all End User(s)' compliance with this Agreement.

c. **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services. Customer is solely responsible for all activity under its Enterprise Account, including all activity by End Users. Lookout will not be liable for any damages or liability resulting from Customer's failure to keep its Enterprise Account and End Users' accounts accurate, up to date, and secure. The Services are not intended for use by End Users under the age of 16. Customer will ensure that it does not allow any person under 16 to use the Services. Customer will promptly notify Lookout of any unauthorized use of, or access to, the Services.

**5. End User Devices.** When invited to join an Enterprise Account, a user can join an Enterprise Account by downloading Lookout Security for Work application to become an End User of the Enterprise Account.

#### **6. Administrative Users Obligations.**

a. **Administrators.** Administrators are responsible for managing Customer's Enterprise Service subscription, any associated Customer account details, and access to End User Devices and Accounts, including other Administrator Accounts, via the Administrative Console and for complying with this Agreement, and applicable laws. Administrators are responsible for (i) maintaining the confidentiality of passwords and Administrator Accounts; (ii) managing access to Administrator Accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

b. **Administrative Responsibilities.** The Enterprise Services are designed to provide the Customer and its Administrators with the ability to self-manage the Services and Devices. Management and administration of the Devices is the responsibility of the Customer and not Lookout. Lookout will not be responsible for any liability arising from adding, removing, or otherwise managing the Devices in accordance with Customer's instructions.



c. Administrative Access to End User Data. Customer and End Users agree that the Administrators of the Enterprise Services will have access to End User Data, including information about malicious applications, and other relevant information, from the End Users' device. By using the Enterprise Services, all parties agree that Lookout shall not be liable in any manner for the access to, and potential use of, information obtained by Administrators via the Enterprise Service.

## **7. Restrictions on Use of Enterprise Services.**

Customer will not, and will ensure that End Users or third parties do not:

- a. Offer for sale or lease, sell, resell, lease or in any way transfer the Services, or otherwise use the Services for a third-party's benefit;
- b. Copy any Enterprise Services (or component thereof), develop any improvement, modification, or derivative works thereof or include any portion thereof in any other equipment or item;
- c. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Services or any software or other component used therein;
- d. Attempt to modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Services;
- e. Attempt to create a substitute or similar service through use of, or access to, the Services;
- f. Access or attempt to access other accounts hosted by Lookout or other computer systems or networks not covered by this Agreement, for which Customer does not have permission;
- g. Remove, alter or obscure any proprietary rights notices associated with the Services (including copyrights or trademarks), or attempt to do any of the foregoing;
- h. Access or use the Services in a way intended to avoid incurring fees or hiding usage that exceed usage limits or quotas, if any;
- i. Allow the transfer, transmission, export or reexport of any Enterprise Service (or any portion thereof) or any Lookout technical data;
- j. Perform any benchmark tests (e.g. speed, battery usage, data usage, or detection coverage) without the prior written consent of Lookout (any results of such permitted benchmark testing shall be deemed confidential information of Lookout);
- k. Access the Enterprise Services for testing or otherwise for competitive intelligence purposes (including to verify a set of known results), or publicly disseminate test-related information about Enterprise Services (which is Lookout's Confidential Information);
- l. Hack or interfere with the Enterprise Services, its servers, or any commercial networks;

m. Register under different usernames or identities, after Customer's account or any End User account has been suspended or terminated; or

n. Circumvent or disable the Enterprise Services or any technology, features, or measures included in the Enterprise Services for any reason, except as required by law. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Services may be provided with notices and open source or similar licenses from such communities and third parties that govern the use of those portions. Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses granted hereunder shall not alter any duties or obligations Customer may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in the Services.

**8. Customer Warranty.** As a condition to Customer's and its End Users' use of the Services, Customer represents, warrants and covenants that Customer will not use the Services for any improper or illegal purposes, including but not limited to:

- a. Infringement of the intellectual property or proprietary rights, or rights of publicity of any third party;
- b. Violation of local, state, and/or federal laws, regulations, or ordinances, including but not limited to all applicable export laws and the U.S. Foreign Corrupt Practices Act and similar foreign antibribery laws;
- c. Compromising information and data security or confidentiality;
- d. Integrating information that has been obtained in violation of any contractual agreement or local, state, or federal law, regulation, or ordinance; and/or
- e. Violation of privacy or constitutional rights of any End User, or any other individuals or entities.

Customer, not Lookout, remains solely responsible for all information or material in any form or format that Customer imports, uses, publishes, or otherwise disseminates using, or in connection with, the Services ("Content"). Customer acknowledges that all Content that Customer accesses through use of the Services is accessed at Customer's own risk and Customer will be solely responsible for any damage or liability to any party resulting from such access.

**9. Third Party Requests.** Customer acknowledges and agrees that the Customer is responsible for responding to a request from a third party for records relating to Customer's or an End User's use of, or Content contained within, the Services ("Third-Party Request"). If Lookout receives a Third-Party Request (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or End User data), Lookout will, to the extent allowed by the law and by the terms of the Third-Party Request, direct the Third Party to Customer to pursue the Third-Party Request. Lookout retains the right to respond to Third Party requests for Customer data where Lookout determines, in its sole discretion, that it is required by law to comply with such a Third-Party request.

**10. Support and Maintenance.** The support and maintenance services (if any) are detailed in the support package selected by Customer in the Order.

Customer will, at its own expense, be responsible for providing support to its End Users regarding issues that are particular to its End Users' access of Enterprise Services. Customer will use commercially reasonable efforts to resolve any such support issues before escalating them to Lookout or its distributor. If Customer cannot resolve a support issue as set forth above, Customer's Administrator may escalate the issue to Lookout or its partner, and Lookout or its partner will use commercially reasonable efforts to work with Customer to resolve the issue.

**11. Confidentiality.** Each party undertakes not to disclose to any third party information that is exchanged between the parties, provided that such information is: (i) clearly marked as confidential at the time of disclosure by the disclosing party, or (ii) if disclosed orally, identified as confidential at the time of disclosure, and summarized in writing and transmitted to the receiving party ("Confidential Information"). Each party agrees that it shall use the same degree of care that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The confidentiality obligation in this Section does not apply to such information that (a) was lawfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by the receiving party without the benefit of any Confidential Information of the disclosing party. Furthermore, Confidential Information of the other party may be disclosed insofar as such disclosure is necessary to allow a party to comply with applicable law, with a decision by a court of law or to comply with requests from government agencies that such party determines require disclosure, but then only after first notifying the other party of the required disclosure, unless such notification is prohibited. Customer shall promptly notify Lookout of any actual or suspected misuse or unauthorized disclosure of Lookout's Confidential Information.

Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Customer's employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section).

The foregoing confidentiality obligation survives termination of this Agreement for a period of five (5) years; provided that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

**12. Intellectual Property Rights.** Except for the limited license rights expressly provided herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property or any rights to use the Lookout trademarks, logos, domain names, or other brand features. No title to or ownership of or other right in or to the Services or software provided by Lookout to access the Services is transferred to Customer or its End Users under this Agreement. Specifically, Lookout retains all rights, title and interest in and to the Enterprise Services, source code, and any other related documentation or material provided by Lookout (including without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights embodied in the foregoing) and all copies, modifications, and derivative works thereof. The Enterprise Services are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement.

**13. Publicity.** Lookout may identify Customer as a Lookout customer in promotional materials, unless Customer requests that Lookout stop doing so by providing written notice to Lookout.

**14. Feedback.** If Customer or its End Users provide Lookout with any suggestions, enhancement request, recommendation, correction, or other feedback, Customer and its End Users grant Lookout a worldwide, perpetual, irrevocable, royalty-free license to use any such feedback without restriction or compensation. If Lookout accepts Customer's or its End User's submission, Lookout does not waive any rights to use similar or related ideas or feedback previously known to Lookout, developed by Lookout employees, or obtained from sources other than Customer.

**15. Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LOOKOUT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY HERETO, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LOOKOUT DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHER, LOOKOUT IS NOT RESPONSIBLE FOR ANY DEFECT OR ERROR RESULTING FROM THE MODIFICATION, MISUSE OR DAMAGE OF ANY OF THE SERVICES NOT DELIVERED BY LOOKOUT. LOOKOUT DOES NOT WARRANT AND SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY SOFTWARE OR OTHER NON-LOOKOUT SERVICES.

#### **16. Indemnification.**

a. By Customer. Customer will indemnify, defend, and hold harmless Lookout from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a claim regarding Customer's (i) breach of its obligations pursuant to Section 4 of this Agreement, or (ii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

b. By Lookout. Lookout will indemnify, defend, and hold harmless Customer from and against all damages, and costs (including settlement costs and reasonable attorneys' fees), if any, finally awarded against Customer from any claim of infringement or violation of any U.S. or E.U. issued patent, copyright or trademark asserted against Customer by a third-party based upon Customer's use of the Services in accordance with the terms of this Agreement. The foregoing indemnification obligation for Lookout shall not apply in the following circumstances (each, an "Indemnity Exclusion"): (1) if the Services are modified by any party other Lookout, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Services are modified by Lookout at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Services are combined with other non-Lookout products or processes not authorized by Lookout; but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Services; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Services that Lookout has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Services.

c. Possible Infringement. If Lookout believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Lookout may at its sole discretion: (i) obtain the right for

Customer, at Lookout's expense, to continue using the Services; (ii) provide a non-infringing replacement with substantially similar functionality; or (iii) modify the Services so that they no longer infringe.

d. **Indemnity Procedures.** The party seeking indemnification will promptly notify the other party of the claim within twenty (20) days of receiving notice of such claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE LOOKOUT AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## **17. Limitation of Liability.**

a. NEITHER LOOKOUT NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY, OR ANY END USER, OR ANY OTHER THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, OR DATA), WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS TERMINATION OR NON-RENEWAL.

b. EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 16 OF THIS AGREEMENT, EACH PARTY AGREES THAT THE AGGREGATE AND CUMULATIVE LIABILITY OF LOOKOUT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO LOOKOUT OR ITS PARTNER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.

**18. Data Protection.** If Customer's use of the Service requires Lookout to process personal data falling within the scope of EU Regulation 2016/679 (the "GDPR"), the GDPR as it forms part of United Kingdom law (the "UK GDPR"), the Swiss Federal Data Protection Act of 19 June 1992, or other relevant US data protection laws that may be applicable, the Data Processing Addendum ("DPA") set out at [https://info.lookout.com/rs/051-ESQ-475/images/Lookout-DPA\\_180516\\_v2.pdf](https://info.lookout.com/rs/051-ESQ-475/images/Lookout-DPA_180516_v2.pdf) shall apply. The DPA shall hereby be incorporated into this Agreement by reference. In the event of any conflict between the terms of the DPA and this Agreement as they relate to End User Data, the DPA shall prevail to the extent of such conflict.

**19. Term.** This Agreement will remain in effect for the Subscription Term specified as set forth in the Order or until the Agreement is terminated as provided below.

**20. Termination.** Either Lookout or Customer may suspend performance or terminate this Agreement if: (i) the other party (including any End User of Customer) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of such breach or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Notwithstanding the foregoing, (i) either party may terminate this Agreement immediately in the event of a material breach by the other party of its obligations under Section 11 and (ii) Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Sections 2, 4, 6, or 7 or if any payment owed by the Customer is more than 60 days overdue.



**21. Effects of Termination.** a. If this Agreement terminates: (i) the rights granted by Lookout to Customer will cease immediately (except as set forth in this section); and (ii) the rights granted by Lookout to End User will cease immediately.

b. The following provisions of this Agreement shall survive the termination or expiration of this Agreement: Sections 1, 2(b)(ii), 7, 9, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22.

## **22. General Terms.**

a. Entire Agreement. This Agreement, together with the Enterprise User Terms of Service and any Orders constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will negotiate in good faith a replacement provision to replicate the intention of such provision to the maximum extent permitted under applicable law.

b. Notices. Except as provided in Section 22(i), notices required or permitted by this Agreement must be in writing and must be delivered as follows: (i) in person or by courier; or (ii) by reputable private domestic or international courier with established tracking capability (such as DHL, FedEx, or UPS), postage pre-paid, and addressed to Customer at the postal address on record by Lookout or such other address as a party may specify by previously confirmed written notice. Notices shall be deemed received upon date of delivery. All notices to Lookout must be sent to: Lookout Inc., 3 Center Plaza, Suite 330, Boston, MA (USA) 02108, Attn: Legal Department, with Subject "NOTICE". Unless otherwise specified, Notices to Customer will be sent to the address on record by Lookout.

c. Governing Law. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR STATUTE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT, OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK U.S.A, INCLUDING ITS STATUTES OF LIMITATIONS, WITHOUT REGARD TO ANY BORROWING STATUTE THAT WOULD RESULT IN THE APPLICATION OF THE STATUTE OF LIMITATIONS OF ANY OTHER JURISDICTION. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF NEW YORK, AND THE PARTIES EXPRESSLY CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act (UCITA), or any similar federal laws or regulations enacted, to the extent allowed by law shall not apply to this Agreement.

d. If Customer is a government or an agency or other unit of government located in the United States (a "US Government Customer") and the law establishing or otherwise governing such Customer expressly



requires Customer to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which Customer is authorized to act, then the preceding paragraph shall not apply with respect to the US Government Customer's use of the Lookout Enterprise Service while performing in its official government capacity.

e. Assignment. Customer may not assign or transfer any part of this Agreement without the written consent of Lookout. Lookout may not assign this Agreement without providing notice to Customer, except Lookout may assign this Agreement without such notice to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

f. No Relationship. No agency, partnership, joint venture or employment is created between the parties as a result of this Agreement. Except as specifically provided herein, neither party is authorized to create any obligation, express or implied, on behalf of the other party, nor to exercise any control over the other party's methods of operation.

g. Force Majeure. If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, hardware failure, interruptions or failure of the Internet or third-party network connections, such party will be excused from performance for the period of the delay and for a reasonable time thereafter.

h. Third Party Beneficiaries. Except as explicitly provided herein, there are no third party beneficiaries to this Agreement.

i. Terms Modification; Waiver. Lookout may revise this Agreement from time to time and the most current version will always be posted on the Lookout website. If a revision, in Lookout's sole discretion, is material, Lookout will notify Customer through the Administrative Console with Subject "NOTICE – AGREEMENT MODIFICATION" or, as otherwise by notice sent to Customer's address on record by Lookout. Other revisions may be posted to Lookout's terms page, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If the amended Agreement includes any material adverse changes to Customer's rights or obligations and Customer does not wish to continue using Enterprise Services under the terms of the Amended Agreement, Customer may cancel the Services by providing Lookout written notice within thirty (30) days of the availability of the amended Agreement. Otherwise, no waiver, amendment or modification of any provision of this Agreement, and no variance from or addition to the terms and conditions of this Agreement in any Order or other written notification, shall be effective unless in writing and agreed to by the parties hereto. No failure or delay by either part in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy. No waiver of any term, condition or default of this Agreement shall be construed as a waiver of any other term, condition or default. This Agreement will not be supplemented or modified by any course of dealing or usage of trade.

j. Export Restrictions. The export and re-export of Services may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and Customer must not use the Services in violation of any export restriction or

embargo by the United States or any other applicable jurisdiction. In addition, Customer must ensure that the Services are not provided to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

k. Government Users. Nothing herein makes Lookout a government contractor. If Customer is a government user or otherwise accessing or using the Lookout Service in a government capacity, the Amendment to License Agreement for Government Users located at <https://www.lookout.com/legal/enterpriselicenseagreement-government> shall apply to Customer.

## One Talk from Verizon Terms & Conditions

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**" or "**One Talk Standard**"), is a business telephone solution that brings together the functions of desk phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features (see <https://www.verizon.com/support/one-talk-features/> for a listing of features available with the Service). Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**You**") and Verizon Wireless ("**VZW**", "**We**" or "**Us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

### 1. Customer Agreement

Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

### 2. Term

Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of this Agreement, the following provision governs the use of the Service. When One Talk is activated, service for each line will be on a month-to-month basis, unless You elect an optional one or two-year contract for desk phone hardware only (for which early termination fees may apply). If You choose month-to-month service, You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

### 3. How the Service Works

For the Service to work, you must select the lines on your company's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft Windows

and/or Apple Mac computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk in Native Dialer or Enhanced Dialer mode. You may only make voice and/or video calls with up to three devices per One Talk phone number at the same time.

#### 4. One Talk Available Options

**Auto Receptionist.** An automated Receptionist (AR) is a telephony system that transfers incoming calls to various extensions as specified by callers, without the intervention of a human operator. The settings for the line must be configured using the One Talk admin portal. You will be charged a monthly recurring fee for each Auto Receptionist line in your company's profile.

**Hunt Group.** Hunt Group is a set of connections and rules that route incoming calls to a group of users until someone is available or all users have been tried. If a call is routed through the Hunt Group and every user is busy, the call is then routed to a designated phone number. The settings for the line must be configured using the One Talk admin portal. You are eligible to activate a Hunt Group within your Enterprise Customer Profile Database (ECPD) profile if you have activated at least one One Talk line on a Smartphone, Desk Phone or Mobile App. You will not be charged a monthly recurring fee for any Hunt Group lines in your company's profile.

**One Talk Call Queue.** One Talk Call Queue allows callers to be virtually put on hold when all the call queue agents are busy, and once an agent becomes available, the call is released from the queue to the available agent. You must add the Call Queue Agent feature to each recipient line that will receive calls from the call queue. A Call Queue Agent is a designated person employed by your business who will receive the calls routed to them by Call Queue. You will be charged a monthly recurring fee for each Call Queue line and Call Queue Agent in your company's profile. The call queue settings must be configured in the One Talk admin portal.

**One Talk Native Dialer and Enhanced Dialers.** The One Talk Native Dialer and Enhanced Dialers add various business features to the native dialer on a compatible smartphone (see <https://www.verizon.com/support/compatible-one-talk-devices/> for a current list of supported devices). With One Talk in Native Dialer or Enhanced Dialer mode, your One Talk phone number will be the same as your VZW phone number. You can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

**One Talk Desk Phones.** Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi).

**One Talk Desktop App.** The One Talk Desktop App is available for Microsoft Windows computers and Apple Mac computers. Please see the One Talk Supported Device List for minimum software requirements, located here <https://www.verizon.com/support/compatible-one-talk-devices/>. To use the Service, you must add a One Talk phone number to the Desktop App, and you must use the Desktop

App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Desktop App.

**One Talk Mobile App.** The One Talk Mobile App is available for smartphones and tablets via the Google Play™ Store or from the Apple App Store®. Please see the One Talk Supported Device List for minimum software requirements located here <https://www.verizon.com/support/compatible-one-talk-devices/>. To use the Service, you must add a One Talk phone number to the Mobile App, and you must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, your device will have two phone numbers – one for its original native dialer and the other for the One Talk number. Other associated devices will share the same One Talk phone number. Users may install the One Talk Mobile App on any compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be VZW subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers.

**Premium Visual Voicemail.** Premium Visual Voicemail is direct-access voicemail with a visual interface. Such an interface presents a list of messages for playback, as opposed to the sequential listening required using traditional voicemail, and includes a transcript of each message.

## 5. Charges

For each One Talk line activated in any of the available One Talk Service, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and either your wireless carrier or your broadband provider will bill data, voice, and messaging charges based on your existing service plan.

The One Talk monthly recurring fee charged to a customer is based on volume tiered pricing and only applies to paid One Talk lines of service:

- Smartphone with One Talk service
- One Talk Desk Phone (primary device)
- One Talk App (primary device) (mobile/desktop client)
- One Talk Auto Receptionist
- One Talk Call Queue

Volume tiered pricing is based on 4 volume tiers:

- 1 - 9 paid One Talk lines
- 10 - 24 paid One Talk lines
- 25 - 99 paid One Talk lines
- 100+ paid One Talk lines

Active lines at the end of each bill cycle for all accounts under the customer's business profile with Verizon will aggregate together to determine the volume pricing tier.

Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

**One Talk Native Dialer and Enhanced Dialer.** If you are using a device on the VZW network and the device supports video calling, the voice portion of the video call will be billed as minutes of use and the video portion will be billed as data under your existing mobile service plan. If you are using a device on Wi-Fi and the device supports video calling, the voice and data portions of the video call will only be billed as data under your broadband plan. Voice calls will be billed as minutes of use only. Adding One Talk Native Dialer and Enhanced Dialer can be done in two ways:

- Add One Talk to your existing corporate liable Verizon Wireless smartphone plan, in which case your One Talk number will be the same as your current number on that plan.
- Add the One Talk eSIM Unlimited Voice and Text plan for Native and Enhanced Dialer to your dual SIM capable smartphone that is compatible with the Verizon network. This provides a secondary line of service with its own One Talk number. The One Talk eSIM plan includes unlimited talk and text in the United States, Mexico and Canada. If more than 50% of your total talk and text in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. This plan does not include data. If you intend to use data on this smartphone line, you must have a data plan on your first line of service. Month-to-month agreement required. Verizon feature functionality may be limited if the smartphone was not purchased from Verizon. For more information about dual sim capable smartphones, visit <https://www.verizon.com/support/dual-sim-with-esim-faqs/>.

**One Talk Mobile App.** Your use of the Service (including your download of the One Talk Mobile App) will be billed as data under either the mobile service plan for the applicable device or by your Wi-Fi broadband provider.

**One Talk Desktop App.** Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

**Desk Phones.** Voice and video calls to and from One Talk Desk Phones may consume data from your existing connectivity provider. Any charges related to such use will depend on the costs associated with your connection (whether broadband, cellular, or otherwise).

Customers who elect a one or two-year commitment must pay an Early Termination Fee (ETF) when disconnecting service prior to the end of the service term. The amount due is based on the length of time left on the service contract. The ETF is calculated based on the contract effective date and disconnect date.

**Virtual Devices.** For virtual devices including Auto Receptionist, Hunt Group and Call Queue, there are no data charges associated with the use of these lines.

**Integrated Messaging Text Message Feature.** The Integrated Messaging feature enables the messaging service for the One Talk mobile application. This allows the user to send

and receive messages within the One Talk app, and allows those messages to be synchronized across up to five (5) One Talk apps that share the same One Talk number

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

## 6. Emergency 911 Calls

Emergency calls to 911 can be placed without dialing a prefix. 911 calls are routed to the local emergency response center based on the 911 address information associated with the user. If it can't be routed directly to the local emergency response center, the 911 call will be routed to the national emergency response center. 911 address information for a user is assigned in the following ways:

- **Desk Phones:** The company's admin that is responsible for the One Talk service can edit/modify the 911 address associated with the user's desk phone within the One Talk portal. Within the One Talk portal, a valid street address, city, state, and zip code can be entered along with additional address information, i.e. suite, apartment, room numbers.
- **Smartphone Mobile Client:** The One Talk mobile client requires the user to place the 911 call through the user's smartphone device vs. using the mobile client. If the user tries to place the 911 call via the One Talk client, it will redirect the call via to the smartphone native phone application
- **Tablet Mobile Client:** The One Talk mobile client requires the user to enter a valid 911 address when setting up the mobile client. The user is prompted to confirm the 911 address when a change in location has been detected.
- **PC/MAC Desktop Client:** The One Talk desktop client requires the user to enter a valid 911 address when setting up the desktop client. The user is prompted to confirm the 911 address when a change in the location has been detected.
- **Native Dialer Smartphone:** 911 calls when using a native dialer smartphone use the e911 service within the wireless network. [E911 compliance FAQs](#)

You can make a 911 call over a Wi-Fi or Ethernet connection when using the service; however, calls over a Wi-Fi or Ethernet connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your address. If you have a power or connectivity loss, an alternate method for contacting 911 may be needed. Before any One Talk Desk Phone can be activated or the Service can be activated on any device, you must enter the U.S. address where you want emergency services to be sent if



you call 911. It is not necessary to use the same address for all devices. It is very important that you update your 911 address whenever you change your location for any of these devices, because this is the location that will be given to emergency services when you dial 911. You can go to your Mobile App Settings and or One Talk Desktop App settings and change your 911 address at any time, or change the 911 address for a One Talk Desk Phone on the web portal.

## 7. Privacy

We may use information about your use of the Service in accordance with the [Verizon Privacy Policy](#).

## 8. Confidentiality

You agree that any information (e.g., IP sourcing data) that is shared with you in configuring One Talk will remain our Confidential Information.

## 9. Third Party Products

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

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

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

## 10. Service Limitations

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

## 11. Important Service Disclosures

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

## 12. Software

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

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

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

## 13. Disclaimer of Warranty

THE SERVICE, THIRD PARTY PRODUCTS AND SOFTWARE ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF

ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Updated: September 2024

## Verizon Connect Networkfleet (NWF) Terms & Conditions

**1. DEFINITIONS.** In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at [www.networkfleet.com](http://www.networkfleet.com).

"Network Fleet" is a wholly owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

**2. Verizon Connect NWF LICENSE.** (a) During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, the Customer shall have a non-exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent. (b) Verizon Connect NWF Data Services, if applicable, are subject to the then current "VCN Data Services Use Policy and Procedure" which is located at [https://static.verizonconnect.com/networkfleet/Data\\_Services\\_Use\\_Policy.pdf](https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf) as it may be updated from time to time.

3. **INSTALLATION SERVICES.** If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at [https://static.verizonconnect.com/networkfleet/Installation\\_Policy.pdf](https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf), as it may be amended from time to time, which is available at the Verizon Connect NWF Website. The parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) calendar days of the date Verizon Wireless accepts the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Verizon Wireless will advise Customer that Customer's needs exceed standard, customary work and will obtain Customer's approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.
  
4. **CUSTOMER OBLIGATIONS.** Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, Privacy Policy and all other policies that Verizon Connect NWF may establish from time to time, which are, or will be available, on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.
  
5. **LIMITED WARRANTY.** (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your right to use such Device pursuant to the terms hereof. "Customer shall benefit from any manufacturer warranty for the Device(s), (b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Verizon Connect NWF by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery. (c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment, (d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service. (e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF's then-current applicable warranty policy. The warranty policy can be found at [https://static.verizonconnect.com/networkfleet/Limited\\_Lifetime\\_Warranty\\_Policy\\_Direct\\_VAR.pdf](https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf) Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with

a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. (f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. **EXCLUSIONS.** The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Verizon Connect NWF installation guides (if installation is not performed by Verizon Connect NWF); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of Support Services provided by Verizon Connect NWF caused by any of the foregoing.
7. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE VERIZON CONNECT NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.
8. **LIMITATION OF LIABILITY.** (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH VERIZON CONNECT NWF'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A



VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

**9. PROPRIETARY RIGHTS.** Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Service Partners and suppliers, and that Verizon Connect NWF, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Verizon Connect NWF Website or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to the Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) reverse engineer, translate, convert, decompile the Verizon Connect NWF Services; (d) remove or alter any proprietary notices in the Verizon Connect NWF Services; (e) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Verizon Connect NWF Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (g) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders.

**10. MODIFICATIONS; WEBSITE MAINTENANCE.** Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided such changes do not materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.



- 12. EXPORT CONTROL.** Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).
- 13. OWNERSHIP AND ACCEPTANCE.** Title transfer and acceptance of products and services occur upon shipment or provision of service.
- 14. GENERAL.** (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

## VCF Services – Terms and Conditions

These terms and conditions ("Terms and Conditions") govern the purchase and use by a purchasing entity ("**Customer**" or "**You**") of the Reveal products and services offered through Verizon Connect Fleet USA LLC ("**VCF**"), as more specifically described in these Terms and Conditions. By purchasing the products and services you agree to the following terms, which control in the event of a conflict with any other terms concerning the subject matter of these Terms and Conditions.

**DATA AND SERVICES OFFSHORING NOTICE AND CONSENT.** Although Customer data is stored within the United States, certain VCF Services may be performed and data may be processed, collected, developed, analyzed, stored, or otherwise handled under the services by persons or entities located or working outside U.S. boundaries. **IF CUSTOMER REQUIRES HANDLING DATA OR PERFORMANCE OF SERVICES SOLELY WITHIN THE U.S., CUSTOMER SHOULD NOT ORDER THIS SERVICE. BY PLACING AN ORDER FOR THIS SERVICE, CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT IT IS AUTHORIZED TO AND PROVIDES CONSENT TO RECEIVE OFFSHORE SUPPORT,** which consent includes a waiver to any applicable offshoring restrictions, on behalf of all users of the products and services purchased by Customer.

**CANCELLATION POLICY.** Customer may terminate an Order or Subscription, as those terms are defined herein, for its convenience on thirty (30) days' advance written notice to VCF.

### 1. DEFINITIONS

- 1.1. Confidential Information:** Any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the performance hereunder, including information which is disclosed on an Order, or in connection with the provision

to, and use by, Customer of VCF Services, whether disclosed in oral, written, graphic, or electronic form or any other form. Confidential Information does not include any information that: (a) the Receiving Party can prove was known prior disclosure by the Disclosing Party; (b) is independently developed by the Receiving Party without reference to the Confidential Information; (c) is received from a third party without obligations of confidence owed directly or indirectly to the Disclosing Party; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.2. **Devices:** The physical equipment designated on an Order.

1.3. **Fees:** The purchase price for Devices and accessories, Installation Services fees for Devices, the fees for VCF Services, and any other fees owed by Customer under an Order and hereunder.

1.4. **Installation Services:** Device installation services in accordance with Section 4 below, including: (i) the installation of Devices and corresponding accessories into Customer Vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Devices.

1.5. **Non-powered Asset Vehicle Tracking Units:** Tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts, and tanks.

1.6. **Order or Purchase Order:** An order for VCF Services.

1.7. **Service Partners:** The companies that VCF may work with to provide the VCF Solutions.

1.8. **Service Term:** The period during which Customer is entitled to use the VCF Solutions under an Order.

1.9. **Third Party Services:** The services that Customer may elect to receive directly from a third party. Additional terms and conditions between such third party and Customer may apply.

1.10. **VCF Services:** The VCF subscription services and software applications specified on an Order, including any associated VCF Software, Devices, and documentation.

1.11. **VCF Software:** The online software applications provided as part of the VCF Services, together with any other software provided in connection with the VCF Services.

1.12. **VCF Solutions:** The Devices, accessories and services offered under these Terms and Conditions (collectively, “**VCF Solutions**”)

1.13. **VCF Subscription or Subscription:** A subscription to the VCF Services, also referred to as a “unit.”

1.14. **VCF Website:** The VCF website currently located at [www.verizonconnect.com](http://www.verizonconnect.com).

1.15. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped (or will be equipped) with a Device.

## 2. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

2.1. **General.** Except as explicitly set forth in these Terms and Conditions, all rights, title, and interest in and to the VCF Services (other than Devices and hardware accessories purchased by Customer) and, upon its creation, all other proprietary rights therein, including in any derivative work, shall at all times remain with VCF, its affiliates, and/or its suppliers. The Customer is only granted those rights expressly stated in these Terms and Conditions, with all other rights reserved by VCF or its licensors and suppliers. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices appearing on the Devices or VCF Services. Except to the extent expressly permitted under these Terms and Conditions, the Customer shall not attempt to copy, modify, adapt, duplicate, create derivative works from, republish, download, display, transmit, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form or distribute all or any portion of the Services, Software, or Equipment, and/or associated documentation, in any form or media and by any means, or permit or assist any third party to do so.

2.2. **LICENSE.** During the Service Term, Customer will have a non-exclusive, non-transferable, non-sublicensable, limited license to (i) access and use the VCF Services as specified herein and on any Order, subject further to any underlying third party license for any component of VCF Services; and (ii) download, print, copy, and use any documentation as reasonably necessary for its internal, in-house use related to the rights granted under subsection (i) of this Section 2.2.

## 3. API DATA SERVICES

Certain Services which are offered hereunder may facilitate the sharing of the data collected by the VCF Services with third parties and/or third party applications (collectively, “**API Data Services**”). If Customer requests API Data Services, the following terms will also apply:

3.1. To enable VCF and its affiliates to provide the API Data Services requested by Customer, Customer authorizes VCF and its affiliates to grant the individual(s) and/or organizations selected by Customer (each, a “Third Party”) access to data from Customer’s subscription services account and related information therein. Customer acknowledges that the data access granted to the Third Party via the API Data Services is being undertaken solely at the direction and for the convenience of Customer. With respect to each specific API Data Service the Third Party requested by Customer provides, this authorization remains in effect until Customer cancels such API Data Services in writing.

3.2. Customer acknowledges and agrees that Customer is responsible for protecting and securing all usernames and passwords from unauthorized use, including use by the Third Party or by any other person/organization to whom Customer grants access (whether directly or through the API Data Services). Customer agrees that access by or to the Third Party or any other person/organization to whom Customer provides or allows access, directly or indirectly, is at Customer’s sole risk and expense.

3.3. Customer agrees to comply with all data protection laws and regulations, including the California Consumer Privacy Act (CCPA) where applicable. Customer represents and warrants

that it has secured all necessary consents from end users in order to grant the access to Third Parties described herein.

#### 4. **INSTALLATION**

**4.1. Installation Services:** Where requested in an Order, VCF will perform Installation Services either directly or through a Service Partner, at a mutually agreed-upon time and location. Non-powered Asset Vehicle Tracking Units that are part of a VCF Solution require Self-Install (as described below). VCF or its Service Partners will install Devices in Vehicles at a mutually agreed location. Prior to performance of Installation Services, Customer must provide to VCF an accurate list of Devices to be installed and the address(es) where Devices should be shipped. Customer personnel must be onsite during performance of Installation Services to: (i) provide keys and access to Vehicles; (ii) allow for Vehicle inspections; and (iii) acknowledge any installation-related issues. If Customer personnel do not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of Installation Services, which VCF will not be obligated to perform: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Devices or other hardware. Generally, VCF will require two to three weeks' lead time to begin installations. Installers will follow generally accepted industry standards when performing Installation Services. Customer must provide any specific installation requests in advance in writing. Before proceeding with any Installation Service that involves more work than is standard and customary, VCF will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer shall be liable for a "no-show" charge at then-current standard rates per Vehicle in the event that (i) Customer, any Vehicle, or delivered Device is not available or prepared for a scheduled installation; or (ii) Customer cancels a scheduled installation appointment, or changes the installation location and/or time, less than 24 hours prior to the previously agreed date and time. VCF's inability to install a Device in Customer Vehicles due to unavailability of Customer or Vehicles shall not relieve Customer of its duty to pay any fees pertaining to such Vehicle(s). Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCF has no obligation to restore the Vehicle to its original state after removal of Devices. When Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found.

**4.2. Self-Install of Devices:** In the event that Customer or its employees, agents, representatives, or contractors carries out installation or de-installation of Devices ("Self-Install"), Customer shall be responsible for compliance with all applicable laws related thereto and the proper installation of the Device. Non-powered Asset Vehicle Tracking Units that are part of a VCF Solution require Self-Install. Customer acknowledges and understands that VCF will not be obligated in any way for the installation of any Self-Install Devices. VCF shall not be liable for any issues, losses, or damages whatsoever in connection with the Self-Install of Devices, including, without limitation, if Devices or VCF Services are not able to properly function, unless such damage has been caused by the negligent act or omission of VCF, or is the result of an issue covered by the warranty for the Device. For Self-Installed Devices, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle.

#### 5. **TRAINING AND SUPPORT SERVICES**

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and VCF Services and will require such coordinator(s) to participate in training provided from time to time at no charge.

5.2. During the time Customer is entitled to receive VCF Services, and subject to Section 7 below (Exclusions), VCF or its designee will provide Customer with reasonable telephone or email consultation and technical assistance regarding the VCF Solutions during VCF's regular working hours. Customer may call VCF or its designee at 800-906-9545 or e-mail inquiries to [reveal.govt@verizonconnect.com](mailto:reveal.govt@verizonconnect.com) or support services.

## 6. CUSTOMER OBLIGATIONS

6.1. Customer agrees to use the VCF Services in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCF's Website Acceptable Use Policy (available at <https://www.verizonconnect.com/terms/>). Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for use with VCF Services, which collects data associated with the Vehicle's location and manner of operation.

6.2. Customer shall cooperate in good faith on all matters concerning the VCF Services and these Terms and Conditions, including by providing (i) all necessary and timely access to its premises and Vehicles for installation of the Devices, and (ii) all necessary access to information as may be required to render the VCF Services.

6.3. Customer shall ensure that (i) only authorized users access the VCF Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies VCF of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by VCF from time to time. Customer is responsible for all use of the VCF Services using any usernames and passwords registered by or allocated to it.

6.4. Customer understands and specifically consents that (a) the Devices or VCF Services can be used to record both video content and oral communications, (b) VCF will have access to the recordings generated by the Devices or VCF Services, and (c) VCF may retain backup copies of such recordings. Customer represents and agrees that it will take measures to ensure that every individual who will operate or occupy a Vehicle equipped with Devices or VCF Services, or anyone whose private communications the Devices or VCF Services could foreseeably intercept, has provided lawful consent to being recorded and has further consented to VCF accessing and retaining such recordings. VCF specifically relies on these representations.

6.5. Customer covenants that to the extent required under applicable law or regulation, it shall provide notice to and receive consents from all its employees, contractors, agents, and other authorized users of: (a) the nature of the VCF Services, including the collection of Collected Data (defined below), as well as any Video and Audio Content and the anticipated use of any such information and content, which may include his or her personal data, by Customer and by VCF in connection thereto; and (b) VCF's collection, use, and disclosure of such information and content as set out in these Terms and Conditions. In addition to the foregoing, Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and VCF Services in compliance with these Terms and Conditions and any applicable laws and regulations, including,



without limitation, local law provisions regarding remote employee monitoring, automated processing of personal information, and the recording, storage, and use of Video and Audio Content.

6.5. In addition to the foregoing, Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and VCF Services in compliance with these Terms and Conditions and any applicable law and regulation, including, without limitation, (a) local law provisions regarding remote employee monitoring and/or automated processing of personal information; (b) laws governing the recording, storage, and use of Video and Audio Content (as defined below); (c) the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*; and (d) state and local laws governing unlawful eavesdropping, wiretapping, recording, or surveillance; and (e) all freedom of information laws (including, but not limited to, FOIA, sunshine records laws, open records laws, and/or government data laws).

## 7. LIMITED WARRANTY AND EXCLUSIONS

7.1 **LIMITED WARRANTY:** Subject to the exclusions in Section 7.2 below, for the applicable Service Term (the “Warranty Period”), the Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such Devices. If a VCF Device is defective within the Warranty Period, VCF will repair or replace it within a reasonable period using components or replacements that are new or equivalent to new in accordance with industry standards and practice. Customer will provide VCF or its designated representatives reasonable access to Vehicles to effect such repairs or replacements. THE FOREGOING SETS FORTH THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY REGARDING THE VCF SERVICES AND DEVICES AND SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE TO THE CUSTOMER AT LAW OR IN EQUITY.

7.2 **EXCLUSIONS:** The Limited Warranty for VCF Solutions does not include repair, replacement, or correction of any defect, damage, or malfunctions caused by: (a) damage caused by incorrect installation, use, modification, or repair by any unauthorized third party or by Customer or its representative; (b) misuse of or abuse to any element of the Device system or component thereof; (c) damage caused by any party other than VCF or other external force; or (d) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer. Customer will be responsible for the cost of any support services provided by VCF resulting from any of the foregoing exclusions. Under no circumstances shall VCF be liable to Customer or any third party for loss of use of any Vehicle when a VCF Device is being repaired or replaced or for any indirect or consequential loss. If a Device and/or accessory is not eligible to be replaced at no charge pursuant to the warranty terms specified above, Customer will be charged the price specified in pricing information for any replacement Device and/or accessory shipped to Customer.

## 8. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7.1 ABOVE, NEITHER VCF NOR ITS AFFILIATES NOR THEIR SUPPLIERS MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES, THE INSTALLATION SERVICES, OR THE VCF SERVICES, INCLUDING MAPPING INFORMATION, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (SUCH AS HOURS OF SERVICE



REPORTS), QUALITY, RELIABILITY, OR ACCURACY THEREOF. THE DEVICES AND VCF SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS BASIS”. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. VCF AND ITS AFFILIATES DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, MAP DATA, AND OTHER CONTENT FROM VCF OR ITS AFFILIATES TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY, OR COMPLETE OR MEET THE CUSTOMER’S REQUIREMENTS. VCF AND ITS AFFILIATES MAKE NO WARRANTIES OF ANY KIND, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WITH RESPECT TO THE CONTENT OF ANY THIRD PARTY INFORMATION WHICH THEY MAY MAKE AVAILABLE TO CUSTOMER IN THE COURSE OF PROVIDING ONE OR MORE OF THE VCF SERVICES. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCF OR ITS AFFILIATES WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

## 9. FEES AND INVOICING TERMS FOR VCF SOLUTIONS

9.1. Unless otherwise provided in a written agreement between VCF and Customer:

9.1.1 **VCF Bundled Devices and VCF Services:** The monthly bundled rate for a VCF Device and VCF Services (includes VCF Device, applicable accessory, VCF Services, initial Installation Service, and ground shipping) is invoiced monthly following the VCF Bundle Start Date. The “**VCF Bundle Start Date**” is the earlier of (i) completion of the VCF Device installation; or (ii) the passage of ninety (90) days after the date the Device is shipped. Fees begin on the VCF Bundle Start Date.

9.1.2 **VCF Replacement Devices not Covered by Warranty:** The charge for VCF Replacement Devices not covered by warranty will be invoiced upon shipment to Customer.

9.1.3 **Device Installation Fee:** Where applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. Additional charges may apply if there are multiple installation locations or if more than one visit is necessary to complete the Installation Service.

9.2. All other Fees are due and payable as set forth in an Order.

9.3. Fees are exclusive of applicable taxes and surcharges. VCF may charge, and Customer agrees to pay, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCF Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

## 10. TERM AND TERMINATION

10.1. **Service Term:** The Service Term for each Order shall be for the period set forth on the Order. Unless otherwise specified in the Order, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply. The Service Term will continue after the period indicated in the Order for one-month periods until either party elects to terminate the VCF Services by providing written notice to the other party, or the Service Term is otherwise terminated, as set forth herein.

10.2. **Termination:** Either party may terminate its obligations pursuant to an Order by giving written notice to the other party immediately if the other party breaches its obligations under these Terms and Conditions and fails to cure such breach within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If notice of breach is sent by VCF, VCF may suspend Customer's access to and use of the applicable VCF Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured. Customer may further terminate an Order or Subscription for its convenience on thirty (30) days' advance written notice.

10.3. **Subsidy Recovery:** VCF is able to make Devices available at no upfront charge by offering various subsidies in exchange for Customer meeting certain conditions. Therefore, if Customer terminates a VCF Subscription prior to the end of the initial 12-months after the date of activation, VCF may recover a subsidy recovery equal to the price of the Device linked to the terminated VCF Subscription less 1/12 that amount for each full month the Device was under an active VCF Subscription.

10.4. **Effect of Termination:** Customer will pay to VCF any Fees for Devices received or VCF Services provided prior to the effective date of the termination, and the parties' respective rights and obligations that by their nature survive termination shall so survive.

## 11. LIMITATION OF LIABILITY

11.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VCF'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCF UNDER AN ORDER DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 14 (CONFIDENTIALITY) OR SECTION 15 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE EXCLUSION OR LIMITATIONS WILL NOT APPLY.

11.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCF, VCF IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION, OR PROVISION OF DEVICES OR VCF OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCF CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT VCF SHALL NOT BE LIABLE FOR

ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCF SERVICES.

11.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICES ARE WIRELESS DEVICES AND THAT THE VCF SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH DATA CENTER(S) AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VCF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VCF SERVICES ARE SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER CONDITIONS THAT VCF DOES NOT CONTROL; AND (C) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

## 12. **CONFIDENTIALITY**

12.1. To the extent permitted by law, a Receiving Party (party receiving information of the other) will protect Confidential Information of the Disclosing Party (the party whose information is provided or shared) against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations and exercise its rights under these Terms and Conditions. The Receiving Party will not disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) expressly permitted by these Terms and Conditions; (b) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (c) consented to in writing by the Disclosing Party.

12.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the last Order for a period of three (3) years, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for as long as such information is deemed a trade secret.

12.3. The provisions of this Section 12 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive or equitable relief.

## 13. **PROPRIETARY RIGHTS**

13.1. Customer acknowledges and agrees that the Devices and the VCF Services (including the components incorporated therein, such as hardware, software, data, websites, and services) may include proprietary information and know-how, techniques, algorithms, processes, patent,

copyright, trademark, service mark, trade secrets, or other intellectual property that are protected by and subject to intellectual property rights (collectively, “**Proprietary Rights**”) of VCF, its affiliates, or the Service Partners, and that VCF, its affiliates, and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes, or enhancements made by or for VCF, its affiliates, and/or the Service Partners to any aspect of the the VCF Services (including the Devices), regardless of whether such items or services are created or suggested by Customer.

13.2. Customer shall not use the VCF Solutions to develop any other software, product, or service including, but not limited to, any other software, product, or service that is competitive with the VCF Solutions, and shall not assist or permit any third party to do so. Customer agrees that it shall not decompile, disassemble, or reverse engineer the VCF Solutions or otherwise attempt to gain access to any underlying code used to implement or deploy the VCF Services.

13.3. Customer agrees that with respect to the VCF Solutions, it shall not, nor shall it permit any third party to: (a) except with the express written consent of VCF, assign, transfer, lease, rent, sell, distribute, or import such VCF Solutions to any third party; (b) except with the express written consent of VCF, combine, embed, or incorporate the VCF Solutions into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Devices; (c) remove or alter any proprietary notices in or on the VCF Solutions; (d) use the VCF Solutions in connection with the transmission, sale, license, or delivery of any infringing, competitive, defamatory, offensive, or illegal products, services, or materials; (e) use the VCF Solutions in any manner that threatens the integrity, performance, or availability of the VCF Services; or (f) use the VCF Solutions in any manner that violates local, state, or federal laws, regulations, or orders.

#### 14. **MODIFICATIONS; WEBSITE MAINTENANCE**

VCF and its affiliates may alter or modify all or part of the Devices, the VCF Services, and/or associated websites from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of those VCF Services delivered to Customer. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, or software, or changes in instructions. If such alterations or modifications in fact materially adversely affect such intended use, Customer may, as its sole and exclusive right and remedy, elect to terminate an Order on thirty (30) days’ written notice to VCF. VCF reserves the right to perform scheduled maintenance for the VCF Services and associated website(s) from time to time. This may include application and database maintenance as well as general website maintenance, and may or may not involve unavailability of the VCF Services and/or its associated website(s).

#### 15. **DATA**

15.1. **Collected Data:** In the course of providing the VCF Services, VCF or its affiliates may receive or collect spatial data or data relating to the Vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including, but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, tracking data, rate of travel, ignition on/off, idle time, number of stops, names and ID numbers of employees, addresses of customers, and other similar information (“**Collected**

**Data**”). Customer represents and warrants that it has all necessary rights and authority with respect to the Collected Data sufficient to grant the license to VCF contemplated herein. Customer hereby grants to VCF for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) a non-exclusive, irrevocable, worldwide, paid up limited license in the Collected Data, to use the Collected Data for the delivery of the VCF Services and as otherwise provided in these Terms and Conditions. The collection, amalgamation, manipulation, or recording of Collected Data may give rise to intellectual property rights, including database rights, copyrights, rights in know-how and confidential information, design rights, and other similar rights anywhere in the world (“**Vehicle IP**”). Customer acknowledges and agrees that as between Customer and VCF, VCF owns all Vehicle IP, including all rights in and to such Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Vehicle IP. Customer has the right to use any Collected Data and Vehicle IP provided to Customer as part of the VCF Services for its own internal business purposes.

**15.2. Video and Audio Content:** Collected Data shall not include any video or audio content recorded by cameras associated with the Integrated Video service (“**Video and Audio Content**”). The Video and Audio Content shall be owned by Customer, including all rights in and to such Video and Audio Content. Without limiting the generality of the foregoing, Customer acknowledges and agrees that VCF may review, analyze, manipulate, copy, and modify the Video and Audio Content. VCF may also distribute reports, analyses and data based upon the Video and Audio Content; provided, however, that VCF agrees that it shall not disclose to any third parties any Video and Audio Content that specifically identifies Customer, or any of the drivers of Customer’s Vehicles, without Customer’s prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Video and Audio Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to VCF’s affiliates or related companies, and/or (v) made to Service Partners for delivering services on behalf of VCF.

**15.3. Use of Collected Data:** Customer agrees that during and after termination of the VCF Services, (i) VCF may retain and use Collected Data for purposes of providing the VCF Services and conducting research and development; (ii) VCF may share Collected Data with its affiliates, providers of Third Party Services, and other third parties providing services to VCF and its affiliates, subject to the obligation of confidentiality; (iii) VCF and its affiliates may disclose Collected Data if required under applicable law, regulation, or court order; and (iv) VCF and its affiliates may use and share with third parties any Collected Data that either is in aggregated or de-identified form such that the source of the Collected Data cannot be identified, or is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCF and its affiliates for commercial marketing purposes, subject to the permissions and restrictions set forth above and in these Terms and Conditions, and in Verizon’s Privacy Policy (available at [www.verizon.com/privacy](http://www.verizon.com/privacy)). If Customer has provided consent, VCF may continue to receive and collect the Collected Data after the termination of the VCF Services for purposes of facilitating API Data Services, including Third Party Services (defined in Section 1 above), that are requested by Customer.

## 16. SERVICE PARTNERS



Nothing set forth in an Order or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between, Customer and any Service Partners. The Service Partners have no legal, equitable, or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefore. Customer is not a third-party beneficiary of any agreement between or among VCF and the Service Partners, but the Service Partners are intended third party beneficiaries of these Terms and Conditions.

## 17. EXPORT CONTROL

Customer understands and agrees that: (a) the software used in connection with the VCF Services is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrants that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations, or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

## 18. GENERAL

18.1. No amendment, change, modification, or waiver to any provision of any Order or these Terms and Conditions will be binding unless signed by an authorized representative of each party.

18.2. Any waiver or failure to enforce any provision of these Terms and Conditions or an Order on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.

18.3. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Terms and Conditions will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

18.4. Customer agrees that the VCF Services may be provided by, and all related information (including Collected Data and Video and Audio Content) accessed by, resources located within and outside the United States and consents to such performance of services, including access to information, from outside the United States. In no event shall VCF access or otherwise process Collected Data or Video and Audio Content from any high-risk countries as identified in relevant U.S. federal laws, regulations, and industry guidance.

18.5. Captions and headings in these Terms and Conditions are for ease of reference only and do not constitute a part of these Terms and Conditions.

18.6. In the event of a conflict of language between these product-specific Terms and Conditions and the Master Agreement, the language in the Master Agreement will supersede and control.



1. GENERAL
  - 1.1 Service Definition
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4. DEFINITIONS

## 1. GENERAL

- 1.1 **Service Definition.** Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

- 1.2 **Service Features for DNS Service Plus.** The following service features are included with DNS Service Plus:

- 1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call-backs are blocked over any port or protocol before such threats can reach users and network.

- 1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

- 1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2.1 **Service Activation and Implementation**

2.1.1 **Service Activation.** The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

2.1.2 **Offshore Support.** Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 **Services Agreement Flow Down Terms**

2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 **Customer Responsibilities**

2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 **Warranties**

2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS

Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

**2.4.2 Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

**2.4.3 Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

**2.5 Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

**2.5.1 User Data.** Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

**2.5.2 Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating

Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

- 2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

## 2.6 **Term and Termination**

- 2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.
- 2.6.2 **Service Cancellation.** If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

## 3. **FINANCIAL TERMS**

- 3.1 **General.** Customer will pay the applicable monthly recurring charge (MRC) for the Service Tier ordered, as shown in the Agreement and other applicable charges at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm).

4. **DEFINITIONS.** The following definitions apply to DNS Service, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)

Term	Definition
<b>Feedback</b>	Any suggested changes, clarifications, additions, modifications or recommended product improvements to the Services that Customer provides as part of technical support or otherwise by phone conversation, email or otherwise.
<b>Network Data</b>	Any technical data and related information about Customer's computer network generated as part of Customer's usage of the Services, including, but not limited to the operating system type and version; network host data; origin and nature of malware, endpoint GUID's (globally unique identifiers); IP addresses; MAC addresses; log files; network configurations; network security policies; information related to the usage, origin of use, traffic patterns, and behavior of the users on a network; and any aggregate, demographic or network traffic data.

<b>Order Confirmation Date</b>	Verizon will confirm Customer's order via email or via direct assistance from a Verizon sales representative. The Order Confirmation will confirm the DNS Service service(s) requested.
<b>Service Tier</b>	The DNS Service offering specified in Customer's Order: either DNS Safeguard Plus or DNS Safeguard Advanced.
<b>Statistical Data</b>	Any information or data that is created from the Network Data, provided that such information or data is aggregated and de-identified or otherwise cannot be used to identify Customer's network.
<b>User Data</b>	All information and materials, including personal information, that Customer provides in connection with Customer's use of the Services, but does not include Network Data.

## Verizon Mobile Device Management Service Terms & Conditions

Verizon Mobile Device Management (MDM) (the "Service") provides device management services from a cloud-based portal to entities to manage their remote assets, smart devices and Jetpacks. Through the Service, entities will be able to (1) manage smart phone and tablet configurations for devices running Android® and Apple® iOS with the Unified Endpoint Management license, and (2) manage security profiles and settings on selected Jetpacks and MiFi with the Broadband Hotspot Management license. By using the Service, the entity purchasing the Service ("Customer") acknowledges that Customer has read all of the terms and conditions of this agreement ("Agreement"), understands them, and agrees to be bound by them. This Agreement is by and between the Customer and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, "VZW"). Customer may separately purchase the Verizon MDM Implementation Service for assistance with the setup, configuration, and onboarding of the Service, as further described in the separate VZMDM Implementation Service Terms referenced in Section 11 and provided as Attachment 1 below.

- Verizon Wireless Agreement.** This Service is subject to all of the terms in Customer's agreement for wireless service with VZW, which is incorporated herein by reference. To purchase or use the Service, Customer must have an active VZW account.
- Billing.** Customer's use of the Service will be billed according to the terms of Customer's agreement for wireless service with VZW.
- Restrictions on Use.** Customer will use the Service solely for Customer's internal use subject to any restrictions or exceptions as set forth in this Agreement. Customer will not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any information contained in the Service; (ii) use the Service in order to build or support, or assist a third party in building or supporting, products or services competitive to VZW; or (iii) license, sell, rent, transfer, assign, or otherwise commercially exploit the Service or any content in the Service other than as expressly permitted in this Agreement.
- Security Measures.** Customer will implement and maintain security measures with respect to the Service that effectively restrict access to the Service to authorized personnel with a need to know, and that protects the Service from unauthorized use or access. Customer will ensure that the Service is not accessed, used, or made available to third parties or to Customer's employees who are not authorized to access the Service.
- License.** Subject to the terms and conditions of Customer's agreement with VZW for wireless service, VZW grants Customer a non-exclusive, non-transferable, non-assignable, royalty free license for use of the Service solely for internal business operations. The

license granted herein is effective throughout the Term (defined in Section 10 below) of this Agreement.

6. **Intellectual Property Rights.** VZW and/or its applicable third party suppliers or vendors own all intellectual property rights in the Service and its devices, components, platform, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW and/or its applicable third party suppliers or vendors.
7. **Privacy; Notice and Consent.** "Mobile Device" means any mobile device, including smartphones, tablets, smartwatches and other wearables, laptops and netbook computers that Customer provides to its End Users and are enrolled in Verizon MDM. "End User" means any person (e.g., employee, contractor) with a Mobile Device whose Location Information can be viewed by Customer using the MDM. "Location Information" means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's VZW account.
  1. **Consent and Revocation.** Customer will be solely responsible for obtaining affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect and disclose Location Information, and for retaining evidence of consent for the period required by law (typically, 5 years after cessation of use). Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer will ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected and disclosed by Customer and/or third parties acting on Customer's behalf (representatives, agents, etc. . .) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the Service and readily available and easily accessible by End Users. Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means at any time. If consent is denied, revoked or withdrawn by an End User, Customer may no longer use the Service to access or collect the End User's Location Information.
  2. **Use and Storage of Location Information.** Customer may only use Location Information for the purpose of using the Service and only as provided in the notice to the End User for as long as Customer has their consent. VZW does not provide Customer with access to any stored Location Information. Customer must implement appropriate security measures and safeguards that protect End User privacy and safety.
8. **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local government laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.
9. **Disclaimer of Warranty.** IN NO EVENT SHALL VZW BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF. THE SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, VZW DISCLAIMS



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

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

## Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls through the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.

Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**you**") and Verizon Wireless ("**Verizon**", "**VZW**", "**we**" or "**us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. **Customer Agreement.** Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.
2. **Term.** Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month-to-month basis. You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.
3. **How the Service Works.** For the Service to work, you must select the lines on your companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.

#### 4. Verizon Mobile for Microsoft Teams Management and Support

**Verizon Management.** Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.

**Microsoft Management.** Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

#### 5. Feature Responsibilities

Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

Feature	Verizon	Microsoft Teams
7 digit dialing		X
10 digit dialing	X	X
911 Call Delivery	X	
911 Location Configuration		X
Alternate Numbers with Disti Ring		X
Anonymous Call Rejection		X
Auto Receptionist		X
Barge-In Exempt		X
Busy Lamp Field (Monitoring)		X
Call Forwarding Always		X
Call Forwarding Busy		X
Call Forwarding No Answer		X

Call Forwarding Selective		X
Call Forwarding When Not Reachable (Business Continuity)		X
Call History		X
Call Hold and Resume		X
Call Intercept		X
Call Logs with Click to Dial		X
Call Notify		X
Call Queue Agent		X
Call Recording		X
Call Redial		X
Call Return		X
Call Transfer		X
Call Waiting (for up to 4 calls)	X	
Call Waiting ID	X	
Connected Line ID Restriction		X
Directed Call Pickup		X
Directed Call Pickup with Bar		X
Do Not Disturb		X
Enterprise Phone Directory		X
Executive/Executive Assistant		X
Extension Dialing, Variable Length		X
Feature Access Codes / Star Codes		X
File Transfer		X
Hoteling		X
Hoteling Guest		X
Hunt Group		X
Inbound Caller ID Number*	X	

Inbound Caller ID Name*	X	
Inbound Fax to Call		X
Multiple Line Appearance		X
Native Dialer call routing	X	
N-Way Calling		X
Offnet call delivery	X	
Outbound Caller ID Blocking		X
Outbound Caller ID Name*	X	
Outbound Caller ID Number*		X
Personal Phone Directory		X
Priority Alert		X
Privacy		X
RTT/TTY	X	
Selective Call Acceptance		X
Selective Call Rejection		X
Sequential Ring		X
Shared Call Appearance		X
Share Name ID	X	
Simultaneous Ring		X
SMS/MMS/RCS	X	
Speed Dial 100		X
User Web Portal		X
Video (Point to Point)		X
Visual Voicemail		X
Voicemail		X
VZW VoLTE call delivery	X	

- “x” defines responsible party

## Key Definitions

**\*Inbound Caller ID Number** – This is supported and displayed as received by Verizon.

**\*Inbound Caller ID Name** – Receipt of Inbound CNAM is dependent on the wireless subscriber's active subscription to the *Premium Caller ID Calling Name* service offered by Verizon.

**\*Outbound Caller ID Number** – Supported through Microsoft Teams Caller ID Policy Settings.

**\*Outbound Caller ID Name** – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

## 6. Charges

**Charge Initiation.** For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

**Charge Termination.** Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.

**General.** Charges for international use may apply according to your Verizon Wireless calling plan. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

## 7. Emergency 911 Calls

**Description.** 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.

**Microsoft Configuration.** It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.

**Data or Wi-Fi Origination.** When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised

that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.

**Emergency Calling Testing.** Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

**End User Notification.** You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

8. **Privacy.** We may use information about your use of the Service in accordance with the [Verizon Privacy Policy](#).

**Vendor Privacy.** Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

9. **Confidentiality.** You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

## 10. Third Party Products

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

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

## 11. Service Limitations



**Services Compatibility.** The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.

**(x)11 Services.** Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.

**Dial Plan Conflicts.** Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified

**Short Dial.** Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.

**Voice Mail Removal and Retention.** Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

**Wireless Priority Service.** Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.

**Network Performance Dependency.** Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non-Verizon owned data networks for app or IP phone connectivity.

**Domestic (US Based) Data Handling Dependency.** You must address directly with Microsoft Teams their handling of your data.

12. **Important Service Disclosures.** YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE THAT YOU AND YOUR END USERS WILL USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER

THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

13. **Service.** We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and obtaining available patches to address security, interoperability and/or performance issues.

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

### Verizon Push to Talk Plus (PTT+) Terms & Conditions

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

1. **Customer Agreement.** For consumers, when you signed up to be a customer of VZW, your company entered into a Customer Agreement with us and PTT+ is subject to all of the terms in that Customer Agreement. For business customers, PTT+ is subject to your company's major account agreement with VZW.
2. **How the Service Works.** You can access PTT+ in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from [the VZW website](#) (the "**Computer Client**"). Not all PTT+ service features are available through all access methods.
- 2.1 **Service Features.** You can select from several PTT+ service features, including, but not limited to, the following:
  - **PTT+ with Dispatch.** Verizon PTT+ with Dispatch is an application that allows instant communication to individuals or groups at the push of a button. With a dispatch console, your corporation's designated users can see group members on a map.

- **PTT+ Group Command.** PTT+ Group Command brings enhanced features such as user check and discreet listening. With user check, you can check the location of a device and also check the battery strength, WiFi and cellular signal strength. With discreet listening, you can listen to a PTT+ conversation for training and other business purposes.
- 3. **Charges.** Your download of PTT+ will be billed according to the applicable data plan. Your use of PTT+ will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please visit [http://www.verizonwireless.com/businessportals/support/faqs/DataServices/faq\\_push\\_to\\_talk.html](http://www.verizonwireless.com/businessportals/support/faqs/DataServices/faq_push_to_talk.html).
- 4. **Privacy.** VZW may use information about your activity in PTT+, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>.
- 5. **Licenses.** You have a limited, non-exclusive, non-transferable license to use PTT+ and the object code version of PTT+'s software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers. The software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available at [www.verizon.com/opensource](http://www.verizon.com/opensource). Nothing in this Agreement will be construed to limit any rights granted under such open source licenses. PTT+ with Dispatch and PTT+ Group Command requires use of Google Maps. Use of Google Maps within PTT+ is subject to the Google Maps Terms of Service located at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html), the Google Legal Notices located at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html), and the Google Privacy Policy, located at <http://www.google.com/privacy.html>. The Google Terms of Service and Google Legal Notices may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the Google Maps Terms or Google's Privacy Policy, including all limitations and restrictions therein as may be updated by Google from time to time, you may not use PTT+. Your use of the Google Maps service within PTT+ will constitute your acceptance of the Google Maps Terms and Google's Privacy Policy
- 6. **Consent to Share Location Information.** PTT+ with Dispatch and PTT+ Group Command requires sharing of your Location Information (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT+). With your consent, your Location Information will be shared with your employer, for business purposes only.
- 7. **Additional Terms for Discreet Listening.** The discreet listening feature within PTT+ Group Command permits your employer to discreetly listen into your conversation while you are using the mobile device. By using PTT+, you consent to your mobile device being monitored by your employer and you consent to any person authorized by your employer listening into your conversation for training and other legitimate business purposes. Employers shall restrict access to the discreet listening feature of PTT+ Group Command to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.
- 8. **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of PTT+ or any included software.
- 9. **Termination.** VZW may terminate or discontinue PTT+ at any time without notice, including if you breach these Terms and Conditions.

10. **Disclaimer of Warranty; Limitation on Liability.** PTT+ AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).
11. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT+ in violation of any such restrictions, laws or regulations. By downloading or using PTT+, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.
12. **Safety.** Please do not endanger yourself and others by using PTT+ while driving or engaging in any other activity that requires your full attention.

### Verizon Wireless Network Performance Service Addendum

This Wireless Network Performance Service Addendum (the "Addendum") to the [Insert Name of Agreement] (the "Agreement"), between Celco Partnership, a Delaware General Partnership doing business as Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates ("Verizon Wireless") and [Insert Name of Customer] ("Customer"), Contract No. xxxx, effective as of xxxxx to which this Addendum is made a part of, together, set forth the terms and conditions governing the use or Wireless Network Performance. Except as otherwise provided in this Addendum, any capitalized but undefined terms used in this Addendum shall have the meanings given such terms in the Agreement.

1. **Service Description.** Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.
2. **Service Features.** The Service includes basic and premium features. Premium can be added for an additional fee.
  1. **Basic features.** Basic features include the following:
    1. **Ticket Tracking.** Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
    2. **Unplanned Events.** Near real-time network events displayed on a map, hover over to get more details.
    3. **Planned Maintenance.** Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
    4. **Data Usage.** Shows the enterprise level data usage for the time period of the 15<sup>th</sup> to the 14<sup>th</sup> of each month.
    5. **Device Models.** Bar chart for the top 10 devices used by the enterprise customer.
    6. **Static Coverage Map.** Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.

**2.2. Premium features.** Premium features include all of the basic features in addition to the following:

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

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

**4. Customer Obligations.**

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

5. **Fees.** Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle. Customer acknowledges that in the event of such an



upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of active Devices that are on the same profile/Company ID and billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

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

1. **Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information.** Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.
2. **Revocation of Consent.** As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn.
3. **Use and Storage of Location Information.** Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.
4. **Privacy and Safeguard Considerations.** Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location



Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.

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

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