## Purchase Order

**PO Number:** P0002952  
**Issue Date:** 05/14/09  
**Page No.:** 1  
**Delivery Date:**

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

### SHIP TO:
- **Address:** 845 N Dixie Ave  
  Univ Serv Bldg  
  Cookeville TN 38505

### BILLING
- **Address:** Tennessee Technological University  
  Business Office, Box 5037  
  Cookeville, Tennessee 38505-0001

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**TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<td>1</td>
<td>EA</td>
<td>Cellular Voice &amp; Data Equipment and Services to Tennessee Technological University in accordance with the attached agreement dated 5/14/09. The term of this Contract is May 14, 2009 through May 13, 2011, with the option to renew three (3) additional years. The terms, conditions and pricing of this contract may be extended under separate agreement between the parties to all Tennessee Board of Regents (TBR) and University of Tennessee (UT) institutions.</td>
<td>1.0000</td>
<td>200,000.00</td>
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**TOTAL:** 200,000.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

### AUTHORIZED SIGNATURE:

[Signature]

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
CONTRACT BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Contract, by and between Tennessee Technological University, hereinafter referred to as the "Institution" and Cellco Partnership d/b/a Verizon Wireless, hereinafter referred to as the "Contractor," is for the purpose of providing Cellular Voice and Data Services as further defined in the "SCOPE OF SERVICES."

The Contractor is a partnership, with its place of organization being New Jersey. The Contractor's Federal ID number is 22-3372889.

A. SCOPE OF SERVICES:
A.1. To furnish the Institution with cellular voice and/or data equipment and services in accordance with the provisions as contained herein.

B. CONTRACT TERM:
B.1. Contract Term. This Contract shall be effective for the period commencing on the date of final execution for a period of two (2) years thereafter. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for up to three (3) additional years for a total contract term of no more than five (5) years. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:
C.1. Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed two hundred thousand dollars ($200,000). The prices listed herein include all applicable taxes, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor except for applicable surcharges and fees, which are payable by the University in compliance with applicable governmental requirements and mandates or Contractor charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on Contractor, and costs associated with governmental regulations and mandates on Contractor's business. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests goods/services and the Contractor delivers/perform satisfactory goods/services.

C.2. Compensation Firm. The Service Plan Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless the Contract is amended.
C.3. **Payment Methodology.** The Contractor shall be compensated based on services/goods authorized/purchased by the Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

C.4 **Billing Requirements.** Monthly billing will be required for all charges (i.e. January 1 – 31, etc.) and should be received in the Institution’s Telecommunications Office no later than ten (10) business days after the end of the billing cycle.

The Contractor must mail two complete paper copies of each monthly bill to the Telecommunications Office (TTU P. O. Box 5155, Cookeville, TN 38505). A complete copy consists of an individual bill for each cellular number assigned to the Institution's account with the call detail for all calls (both local and long distance) included on the bill. Page breaks are required between the individual cell numbers within the overall account. Individual cellular numbers, user names, and the total amount due should be transferred to a summary bill for one combined total. The Institution will process a single payment from the summary bill.

In addition, the Contractor typically provides a customer invoice through its online reporting tool. With this online reporting tool, the Institution will have the ability to send memo bills for review via e-mail, to end subscribers or any alternative destination.

Upon receipt of written notification of any billing errors or discrepancies found in the monthly bills, the Contractor agrees to review and research the errors and apply the appropriate credits to the next billing cycle upon resolution. Credits applied to the Institution's bill shall be applied in a lump sum amount to the following month's summary bill, unless a specific error requires an individual credit be applied to an individual cellular number.

The Institution shall have thirty (30) days from the date of receipt of invoice to examine the cellular bill for accuracy and process a payment for the correct amount due. The Contractor agrees to waive late fees if applied to the account during that 30-day period. All payments shall be made in accordance with the Prompt Pay Act of 1985, TCA 12-4-701 et. seq.

The Contractor acknowledges the Institution is tax exempt and will process all invoices for service plans and equipment purchases accordingly. The Contractor agrees to issue credit(s) for any taxes that are applied on all future purchases of equipment or accessories upon written notification by the Institution of the billing error. A copy of the Institution's Tax Exempt Certificate is provided as Attachment A.

See Section D.1 for the designated contact person for billing support. The Contractor also has a Government Support Center (GSC). The GSC is a group of lead coordinators who will provide a single point of contact for the Institution. The GSC can be reached at a dedicated, toll-free number, 1-800-295-1614, Monday through Friday, 7:00 AM - 11:00 PM EST for billing support.

C.5. **Payment of Invoice.** The payment of the invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are mutually agreed upon by the parties, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. **Price Reductions.** Contractor agrees to pass along any reductions in pricing of applicable service plans as they occur in accordance with its GSA FSS contract.
D. CONTRACTOR RESPONSIBILITIES / TECHNICAL REQUIREMENTS:

D.1 The Contractor agrees to provide the following national and local account team members to serve as the Institution's primary points of contact during normal business hours to address issues, concerns and wireless communications objectives. The local team member may be available for on-site support, training demos and product updates.

   Name: Roderick Carrasco  
   Title: Major Accounts Manager  
   Address: 455 Duke Street, Franklin, TN 37067  
   Telephone (615) 351-7770  
   Fax: (615) 224-5557  
   Email: roderick.carrasco@verizonwireless.com

In addition, the Contractor's Government Support Center (GSC) in Laurel, MD will work closely with the Institution and the Government Account Manager to ensure effective account implementation, timely order fulfillment, account maintenance and quality assurance. The GSC may be reached at a dedicated toll free number, 1-800-285-1614, Monday through Friday, 7:00 a.m. - 11:00 p.m. EST.

The GSC coordinators are trained in customer care, account management, sales support and multiple billing systems to provide Contractor's customers and sales teams with the following types of support:

- Analyze, research and resolve billing, service and equipment inquiries and make any necessary adjustments
- Explain features and benefits of products and services
- Troubleshoot service and equipment issues
- Process orders, activations, disconnects, suspension requests
- Price plan analysis and changes
- Scheduling installation and/or repair appointments
- Contract adherence and maintenance.

Technical Support. Contractor provides technical support to troubleshoot and to help resolve technical-related issues. Technical Support Specialists are available 24 hours a day, 7 days a week. This group can be reached through the GSC's toll free number or toll and airtime free by dialing 611 or *611 from the wireless phone.

D.2 International Calling. The Contractor currently offers the following international calling solutions:

D.2.1 CDMA Roaming – Using their existing Verizon Wireless phones, the Institution’s subscribers can make calls from more than 29 countries including certain parts of Aruba, Bahamas, Bangladesh, Barbados, Belize, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, India, Indonesia, Israel, Jamaica, Macau, Mexico, Netherland Antilles (Bonaire, Curacao and St. Maarten), New Zealand, Northern Mariana Islands (Saipan, Rota and Tinian), Peru, Puerto Rico, South Korea, Taiwan, Thailand, U.S. Virgin Islands, Venezuela and Vietnam.

D.2.2 Global Phone – For subscribers who need both domestic and international voice service, Verizon Wireless offers its Global Phone. The Global Phone enables subscribers to roam internationally on both CDMA and GSM networks using one phone and one phone number. Global Phone subscribers can talk anywhere on the Verizon Wireless network in the US, on
CDMA roaming partners' networks abroad and on GSM networks in more than 185 countries around the world. Global Phone devices will not, however, operate on GSM networks in the US.

D.2.3 Global Access — International travelers who need Internet access can expand the reach of their Mobile Broadband service with Global Access service. Rather than depending on Wi-Fi hot spots when abroad, Global Access will enable user's PC to access Vodafone's high-speed, wide area 3G network using Vodafone Mobile Connect. Global Access subscribers will use one data card for accessing Contractor's high-speed Mobile Broadband and National Access service in the US, Canada and in parts of more than 104 countries in Europe, Asia, Australia and Africa. With these high-speed connections, business travelers will experience true international mobility with the ability to download complex files and large attachments quickly and easily while traveling in the US or abroad.

D.2.4 GlobalEmail — is a wireless email service that will keep mobile workers connected to corporate email and data access while traveling internationally. Global Email is supported by a US-based technical support team available toll-free to international travelers 24/7. Global Email is available as a stand-alone Data Plan (no voice) or as an add-on to a voice calling plan. Subscribers can also opt for a Pay-Per-use pricing option.

D.2.5 International Text Messaging — Contractor's subscribers can exchange international text messages from their Verizon Wireless handsets with customers of select carriers. A table of participating countries and carriers is available at www.vtext.com.

D.3 Nationwide Coverage Area. The Verizon Wireless America's Choice Calling Plans allow the Institution's subscribers to send and receive calls within the United States, which includes Hawaii, Alaska and Puerto Rico. Attachment A provides a detailed map of the nationwide coverage areas under this plan.

D.4 Service Plans. The service plans listed in Attachment B are included in this Contract. The Institution reserves the right to add additional service plans to the Contract, which may become available during the term of this contract, with mutual agreement of the Institution and the Contractor.

D.5 The following are standard features included in the service plans applicable to this Contract.

- Mobile to Mobile
- Basic Voice Mail
- Message Waiting Indicator
- Caller ID (available with specific equipment)
- Caller ID Blocking
- Call Waiting
- Call Forwarding (not available in all areas)
- No answer/Busy Transfer
- Three-Way Calling
- Call Blocking

D.6 Maintenance/Disaster Recovery. Contractor shall maintain internal network measures to insure the security of its network. Contractor shall also employ a corrective and preventative maintenance system to enable high performance of its internal system while minimizing downtime for routine maintenance as well as provide business continuity in the event of a natural disaster or during a state of emergency.
D.7 Intentionally omitted.

D.8 Text and Picture Messaging shall be available for all service plans included in the contract, and Contractor shall allow this feature to be added to any service plan at any time during the term of the Contract. The Institution will provide a list of cellular numbers that will require text messaging and/or text/picture messaging at the beginning of the contract. Individual users may elect to add the text messaging or text/picture messaging feature(s) in the future at the same cost per month, as listed in the Contract for the duration of the term of the Contract.

D.9 Equipment. Contractor shall provide, as a minimum, the following equipment for service to the Institution:

- Flip phones to be supplied with a camera, an AC charger and all warranty information and feature/service user manuals;
- Data phones or devices to enable voice and data communication, to be compatible as a minimum with Windows Mobile 5.0 or higher and interface with Exchange Server 2003, Service Pack 2. Each smart phone or data device must have the capacity for a built-in QWERTY keyboard and must include an AC charger, all required data kit accessories, warranty information and feature/service user manuals.
- Wireless aircard or device to support access to Internet connection from a laptop computer.

In the event the original equipment proposed or provided in the Contract is discontinued by the manufacturer, the Contractor agrees to provide equipment and accessories that meet or exceed the specifications of the original proposed or provided equipment subject to availability.

Equipment is being made available to the Institution’s Government Liable Subscribers as Open Market items. Verizon Wireless GSA FSS customers receive the benefit of equipment discounts equivalent to a customer who has ordered 10,000+ lines. Verizon Wireless offers occasional equipment promotions under its GSA FSS contract. At any given time, Verizon Wireless also offers several cell phone devices free of charge with service activation on a qualifying plan. However, Verizon Wireless cannot guarantee that it will always have devices at free of charge.

The Institution reserves the right to add additional equipment and/or new features, which may become available during the term of this Contract.

D.10 The Contractor agrees to meet a delivery time of equipment of no more than five (5) days from receipt of the Purchase Order and the date the order is placed by the Institution, subject to equipment availability. All new equipment purchased or obtained due to the additional service plans or when replacing non-functional equipment shall be shipped or delivered to the Telecommunications office at the following street address: TTU Telecommunications Office, 845 North Dixie Ave., Cookeville, TN 38505.

D.11 New equipment or devices must be ready to use or ready to activate upon receipt. Acceptable receiving hours for cellular equipment are Monday through Friday from 8:00 a.m. to 3:30 p.m. Central Time. Exceptions may be made with the prior approval of the Institution.

D.12 All equipment provided under the Contract is subject to the applicable manufacturer’s warranty. The Contractor will reasonably assist the University with obtaining repair or replacement of equipment under warranty.

D.13 If the Institution exercises its option to extend the Contract and seeks to replace the cell phone equipment after fulfilling 10 months of service, the Contractor agrees to ship the replacement equipment and/or devices to the Institution’s designated representative, in advance of the exchange date, to enable the Institution’s representative to identify, label and prepare each cell phone or device prior to the designated date for activation and distribution. The Institution’s representative shall coordinate the equipment exchange date and designated location to enable
all phones to be exchanged in one or two business days. During the exchange, the Contractor agrees to bring sufficient equipment necessary to transfer stored contact information from existing equipment to new equipment.

D.14 The Contractor agrees to provide the following employee discounts for qualifying employees. Qualifying employees shall receive a 15% discount off of published consumer calling plans with a monthly access fee of $34.99 or greater. Employee accounts are subject to individual credit check, 2-year Customer Agreement, a $35 Activation Fee and $175 early termination fee. Please note that this employee discount program is not associated with Verizon Wireless' GSA FSS contract.

E. STANDARD TERMS AND CONDITIONS:

E.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations, as signed on the signature page of the Contract.

E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

E.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

E.4. Termination for Convenience. Either party may terminate this Contract without cause for any reason. Such termination shall not be deemed a Breach of Contract by the Institution. Prior notice of cancellation shall be provided by the party desiring cancellation at least one hundred twenty (120) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. Breach. A party shall be deemed to have breached the Contract if any of the following, including but not limited to, occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."
a. Contractor Breach—Institution shall notify Contractor in writing of a Breach. In the event of a Breach by Contractor, the Institution shall have available the remedy of actual Damages and any other remedy available at law or in equity.

b. Institution Breach—In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Institution will be liable for costs incurred to date service is terminated for wireless services and equipment. Contractor may avail itself of any remedy at law in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.7. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; however, the Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

E.8. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution, which shall not be unreasonably withheld. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections E.9 and E.10). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

E.9. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

E.10. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or Tennessee constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.11. **Records.** The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and, to the extent required by applicable law, shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
E.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives, in accordance with applicable law.

E.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate liability and other appropriate forms of insurance, including workers' compensation coverage as required by applicable law on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

E.15. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

E.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

E.17. Institution and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

E.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

E.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

E.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E.21 Insurance. Contractor must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of
$100,000. A current certificate of insurance must be provided to the University upon request. If any policy providing insurance by the Contract is cancelled prior to the policy expiration date, the Proposer or its broker, upon receiving a notice of cancellation shall give immediate notice to the Institution. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the Contractor under this Contract. Failure to provide evidence of insurance coverage is a material breach for termination of the Contract. Any insurance required by the Institution shall be in form and substance reasonable acceptable to the Institution.

F. SPECIAL TERMS AND CONDITIONS:

F.1. Communications and Contacts.

The Institution:
For Contractual Issues:

Judy Hull
Director of Business Services
Tennessee Technological University
P.O. Box 5041
220 W. 10th Street
Cookeville, TN 38505
Phone Number: (931) 372-3491
Fax Number: (931) 372-3727
jmhull@tntech.edu

For Technical and Billing Issues:
Tammy Cobb
Telecommunications Office
Tennessee Technological University
P.O. Box 5155
845 N. Dixie Avenue
Cookeville, TN 38505
Phone Number: (931) 372-3806
Fax Number: (931) 372-3805
tcobb@tntech.edu

The Contractor:
Mr. Rich Lopez
Major Accounts Manager
455 Duke Street
Franklin, TN 37067
Phone: (615) 754-7427
Mobile: (615) 351-7770
Rich.Lopez@VerizonWireless.com

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

F.2. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. This Contract document, its attachments and amendments
b. The Institution’s Request for Proposal (RFP) and its associated amendments

c. The Contractor’s Proposal in response to the RFP.

d. GSA-FSS Contract# GS-35F-0119P.

In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.

F.3. **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor’s relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor’s services are endorsed, without the prior written approval of the appropriate Institutional official.

F.4. **Hold Harmless.** the Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract, except to the extent caused by the negligence or willful misconduct of the Institution. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Contractor shall give the Institution immediate notice thereof and shall provide all assistance required by the Institution in the Institution’s defense. The Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor’s own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-108.

To the extent provided by law, Verizon Wireless shall not be liable to TTU, its employees, agents, or any third party for injuries to persons or property arising from TTU’s use of the wireless telephone radio unit or related equipment, any defect in the equipment, or the installation, repair or maintenance of the equipment by any parties who are not employees of Verizon Wireless, subcontractors of Verizon Wireless, or otherwise acting on Verizon Wireless’ behalf. Verizon Wireless’ performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage beyond Verizon Wireless’ reasonable control or any other causes beyond Verizon Wireless’ reasonable control.

**TO THE EXTENT PROVIDED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.**

**TO THE EXTENT PROVIDED BY LAW, IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF TTU’S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR TTU’S INABILITY TO ACCESS 911 OR E911 SERVICE.**
F.5. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or Institution department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

F.6. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which was included in the RFP Package.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state agency for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

F.7. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 18, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP:

a. The State will not contract with either a former state employee who, to the best of the contractor's knowledge, received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a
contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: www.state.tn.us/finance/rsd/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS:

[Signature]

Name: Todd Loccisano – Director, Federal Contracts
Title: 

Date: 5/12/2009

TENNESSEE TECHNOLOGICAL UNIVERSITY:

[Signature]

Dr. Claire Stinson

Date: 5-14-09

Vice President for Business & Fiscal Affairs
ATTACHMENT A

TENNESSEE DEPARTMENT OF REVENUE

Certificate of Exemption

Tennessee Technological University
Office of VP for Bus/Fiscal Affairs
Derryberry Hall Room 100, Box 5037
Cookeville TN 38505

February 1, 2008
Account Type: S&U EXEMPT
Account No.: 100053827

Under the provisions of T.C.A. Section 67-6-322, the organization named above is granted authority from the Tennessee Department of Revenue to make purchases, without payment of the Sales or Use Tax, of tangible personal property or taxable services to be used or consumed by the organization itself or to be given away.

The organization must furnish the suppliers of goods and services with a COPY of this exemption certificate. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies. Invoices must contain the name of the organization and the number given above.

This authority does not extend to purchases made by representatives of the organization when the items purchased or services rendered are paid for with personal funds. It does not extend to items purchased to be resold.

THE ORGANIZATION MUST NOTIFY THE DEPARTMENT IMMEDIATELY IF IT CEASES TO EXIST, MOVES, OR IN ANY WAY CHANGES THE ORGANIZATION FROM ITS PRESENT FORM.

EFFECTIVE DATE: July 1, 2007

Reagan Farr
COMMISSIONER OF REVENUE

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: SUPPLIER'S NAME: Cellco Partnership dba Verizon Wireless
ADDRESS: 455 Duke St.
CITY: Franklin STATE: TN ZIP: 37064

I _, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away. I further affirm that the organization will not use this authority to purchase items for resale.

Under penalty of perjury, I affirm this to be a true and correct statement.

PRINT NAME OF ORGANIZATION: Tennessee Technological University
PRINT NAME OF PURCHASER: Dr. Claire Stimson, Vice President for Business and Fiscal Affairs
SIGNATURE OF PURCHASER: [Signature]
1. **Voice and Data Service Plans**

Activation Fees and Early Termination Fees are waived for Government Subscribers

**a. America’s Choice for the Federal Government Plans**

<table>
<thead>
<tr>
<th>Service</th>
<th>Discounted Monthly Access Fee</th>
<th>Anytime Minutes</th>
<th>Coverage Rate</th>
<th>Nights and Weekends Minutes</th>
<th>Mobile to Mobile Minutes</th>
<th>Shared Minute Option</th>
<th>Unlimited Push to Talk</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$27.99</td>
<td>300</td>
<td>$0.25 per minute</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>$2.00</td>
<td>$5.00</td>
</tr>
<tr>
<td></td>
<td>$40.99</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$52.99</td>
<td>1000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for the Federal Government Calling Plan Map for details. *Nights and Weekends terms and conditions apply ‡Mobile to Mobile minutes included with Share Plans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Each subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes, during the same monthly billing period. National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice.

Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website [www.verizonwireless.com](http://www.verizonwireless.com) for additional Push to Talk information.
Voice and Data Bundles for Business: GSA-FSS SUBSCRIBERS ONLY

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

<table>
<thead>
<tr>
<th></th>
<th>AC for Business 300 Voice &amp; Data Bundle Plan</th>
<th>AC for Business 500 Voice &amp; Data Bundle Plan</th>
<th>AC for Business 1000 Voice &amp; Data Bundle Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discounted Monthly</td>
<td>$47.99</td>
<td>$80.99</td>
<td>$72.99</td>
</tr>
<tr>
<td>Access Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anytime Minutes</td>
<td>300</td>
<td>600</td>
<td>1000</td>
</tr>
<tr>
<td>Overage Rate</td>
<td>$0.26 per minute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic MB Allowance</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nights and Weekends Minutes†</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile to Mobile Minutes‡</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Text Messages</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Access Roaming</td>
<td>$0.002 per minute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Global Email Unlimited MB Allowance</td>
<td>$18.00 (monthly access per subscriber in addition to standard monthly access fee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared Minute Option</td>
<td>$2.00 (monthly access per subscriber in addition to standard monthly access fee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. **Nights and Weekends terms and conditions apply. ***Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home area rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Sharing is available only among Government Subscribers choosing the Share Option. Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. Unused minutes for free billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

International Rates

Please reference the International Voice & Data Country charts located in the Technical Proposal for corresponding country listings:

**Voice**

| Zone 1 Countries: | $0.69/minute plus pass through charges |
| Zone 2 Countries: | $1.99/minute plus pass through charges |

**Data**

Global Email PDA/Smartphone Subscribers may also choose a Pay Per Use Global Email feature with no monthly access fee $0.002 per KB in Canada, $0.020 per KB in Western Europe, $0.030 per KB rest of the world.

**Global Email Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe.**

- 5 -
<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Features</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>National Access/Mobile Broadband/National Access Calling Plans: GSA-FSS Subscribers Only</strong></td>
<td>Discounted Monthly Access Fee: $42.99</td>
<td><strong>BlackBerry/PDA Calling Plans: GSA-FSS Subscribers Only</strong></td>
</tr>
<tr>
<td></td>
<td>Optional Feature Access Fee: N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Domestic MB Allowance: Unlimited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overage Rate Per KB: n/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>National Access Roaming: $0.002 per Kilobyte</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Home Airtime/Min. Rate: $0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roaming Airtime/Min. Rate: $0.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Domestic Long Distance: Included</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Global Email Unlimited MB Allowance: $16.00</td>
<td></td>
</tr>
</tbody>
</table>

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

**Mobile Broadband Connect Feature Plans (for Internet browsing, email, or instant access)**
<table>
<thead>
<tr>
<th>Feature</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Voice &amp; Unlimited VZEmail Optional Feature Subscribers</td>
<td>$10.00</td>
</tr>
<tr>
<td>M3 Allowance</td>
<td>Unlimited</td>
</tr>
<tr>
<td>National Access Roaming</td>
<td>$0.002 per Kilobyte</td>
</tr>
</tbody>
</table>

**Notes**: Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/National Access service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. The LG 9800 is not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-National Access data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.
| America's Choice\textsuperscript{TM} for Business II Calling Plans |  
| A discount has been applied and this plan is not eligible for any further discounts. |  
| Monthly Access Fee | $32.39 | $48.89 | $64.79 | $80.99 | $121.49 |  
| Monthly Access Fee With Share Option | $36.44 | $52.84 | $68.84 | $85.04 | $125.64 |  
| Home Altrima Minutes | 450 | 900 | 1350 | 2000 | 4000 |  
| Overage Rate | $0.25 per minute |  
| Verizon Wireless Long Distance Rate | Included |  
| Unlimited Push to Talk | Included |  
| (monthly access per subscriber in addition to discounted monthly access fee) |  

Subscribers may choose one of the following two options:

1. **Option 1 (No Additional Charge)**
   - Unlimited Nights and Weekends Minutes
   - Unlimited Mobile to Mobile Minutes

2. **Option 2 (No Additional Charge)**
   - Additional Anytime Minutes: 100, 200, 300, 500, 1000
   - Mobile to Mobile Minutes: Unlimited
Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. *Mobile to Mobile minutes included with SharePlanes are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (18 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay of twice a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk Services cannot be used for (1) access to the Internet, Internets or other data networks, except as the device’s native applications & capabilities permit, (2) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Information.
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Monthly Access Fee</td>
<td>$28.34</td>
</tr>
<tr>
<td>Anytime Minutes</td>
<td>200</td>
</tr>
<tr>
<td>Coverage Rate</td>
<td>$0.25 per minute</td>
</tr>
<tr>
<td>Nights and Weekends Minutes†</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Mobile to Mobile Minutes†</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Share Option (Non-National)</td>
<td>Included</td>
</tr>
<tr>
<td>Unlimited Push to Talk</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

(monthly access per subscriber in addition to discounted monthly access fee)

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. *Nights and Weekends terms and conditions apply. **Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoices. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, Intranets or other data networks, except as the device native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Information.
**Push to Talk Unlimited Calling Plans**

A discount has been applied and this plan is not eligible for any further discounts.

<table>
<thead>
<tr>
<th>Regular Cellular Voice Allowance</th>
<th>N/A</th>
</tr>
</thead>
</table>

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the origination). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the origination). Existing Push to Talk Subscribers may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network Registration Information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area. Each time the subscriber travels in the National Enhanced Services Rate and Coverage Area, and every 12 hours if the subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the subscriber’s MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device’s native applications & capabilities permit, (ii) any applications that tether equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

**America’s Choice For Business Flat Rate Calling Plan**

<table>
<thead>
<tr>
<th>Standard Monthly Access Fee</th>
<th>$11.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Airtime Minutes</td>
<td>0</td>
</tr>
<tr>
<td>Per Minute Rate</td>
<td>$0.25</td>
</tr>
<tr>
<td>Verizon Wireless Long Distance Rate</td>
<td>Included</td>
</tr>
</tbody>
</table>

Notes: The America’s Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America’s Choice Calling Plan Map for details. If Domestic Long Distance is included when placing calls in the America’s Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and Long Distance charges may apply when making or receiving calls in Puerto Rico. *Roaming and toll charges may apply when making and receiving calls in CDMA countries, see International Roaming terms and conditions.
### Voice and Data Choice Bundles for Business

A discount has been applied and this plan is not eligible for any further discounts.

<table>
<thead>
<tr>
<th></th>
<th>Core Choice for Business</th>
<th>Extra Choice for Business</th>
<th>Max Choice for Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$64.39</td>
<td>$88.79</td>
<td>$137.49</td>
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<tr>
<td>Monthly Access Fee With Share Option</td>
<td>$64.44</td>
<td>$92.84</td>
<td>$141.54</td>
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<tr>
<td>Home Airtime Minutes</td>
<td>450</td>
<td>1350</td>
<td>4000</td>
</tr>
<tr>
<td>Overage Rate</td>
<td>$0.25 per minute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verizon Wireless Long Distance</td>
<td>Included</td>
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<tr>
<td>VZEmail Allowance</td>
<td>UNLIMITED</td>
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<tr>
<td>NationalAccess Roaming</td>
<td>$0.002 per KB</td>
<td></td>
<td></td>
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</tbody>
</table>

Subscribers may choose one of the following two options:

**Option 1 (No Additional Charge)**
- Unlimited Mobile to Mobile & Unlimited Nights and Weekends Option
- Nights and Weekends Minutes: Unlimited
- Mobile to Mobile Minutes: Unlimited

**Option 2 (No Additional Charge)**
- Additional Anytime Minutes: 100 (550 total)
- Mobile to Mobile-Calling Minutes: Unlimited

Additional Anytime Minutes: 300 (1650 total) and 1000 (5000 total)

Notes: Current America's Choice Calling Plan coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice and Data Choice Bundles for Business combine America's Choice for Business calling plan with an Unlimited VZEmail Feature. Customers selecting Voice and Data Choice Bundles for Business will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages offered.*
### VZEmail Calling Plans (PDA/Smartphone and BlackBerry Solution)
A discount has been applied and this plan is not eligible for any further discounts.

<table>
<thead>
<tr>
<th></th>
<th>PDA / Smartphone / BlackBerry Solution</th>
<th>GlobalEmail*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$29.99</td>
<td>$58.69</td>
</tr>
<tr>
<td>Optional Feature Access Fee^^</td>
<td>$24.99</td>
<td>$51.99</td>
</tr>
<tr>
<td>MB Allowance</td>
<td>10 MB</td>
<td>Unlimited**</td>
</tr>
<tr>
<td>Overage Rate Per KB</td>
<td>$0.005</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Wireless Sync or BlackBerry Solution Included

<table>
<thead>
<tr>
<th>National-Access Roaming (International)</th>
<th>$0.002 per kilobyte (Canada)</th>
<th>$0.030 per kilobyte (beyond tier 1 countries)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Airtime Rate***</td>
<td>$0.25 per minute</td>
<td></td>
</tr>
</tbody>
</table>

Domestic Long Distance* Included

Notes: Current NationalAccess, Mobile Broadband, and VZGlobal coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. ^^Optional Features may also be added onto an eligible calling plan with a monthly access fee of $34.99 or higher. PDA/Smartphone Subscribers may also choose a $16 access fee feature with 9MB and $0.10 per KB overage (Wireless Sync not included, but can be added for $5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice airline, and domestic long distance. ***Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee $0.025 per KB/Canada, $0.035 per KB/Western Europe, $0.030 per KB/rest of the world. **GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit [www.VerizonWireless.com](http://www.VerizonWireless.com) for country tiers and listings.

### VZAccess Calling Plans (NationalAccess/Mobile Broadband and GlobalAccess)
A discount has been applied and this plan is not eligible for any further discounts.

<table>
<thead>
<tr>
<th></th>
<th>NationalAccess / Mobile Broadband</th>
<th>GlobalAccess*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$48.59</td>
<td>$105.29</td>
</tr>
<tr>
<td>MB Allowance</td>
<td>Unlimited</td>
<td>Unlimited (U.S. and Canada)</td>
</tr>
<tr>
<td>National/Access Roaming (International)</td>
<td>$0.002 per kilobyte**</td>
<td>$0.030 per kilobyte (beyond tier 1 countries)</td>
</tr>
<tr>
<td>Home Airtime Rate†</td>
<td>$0.25 per minute</td>
<td></td>
</tr>
</tbody>
</table>

Domestic Long Distance Included

Notes: Current NationalAccess, Mobile Broadband and GlobalAccess coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to Mobile Broadband and NationalAccess usage within the United States and Canada as well as an allowance of 100MB ($0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB ($0.030/KB) in Tier 2 Countries. ‡Subscribers to NationalAccess and Mobile Broadband Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.
### Mobile Broadband Connect Feature Plans

Eligible for monthly access fee discounts. Discount has already been applied as indicated herein and is not eligible for any further discount.

<table>
<thead>
<tr>
<th>Optional Feature Access Fee</th>
<th>MB Allowance</th>
<th>National Access Roaming</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Unlimited VZEmail Optional Feature Subscribers (with a voice &amp; unlimited data plan)</td>
<td>$10.00</td>
<td>Unlimited</td>
</tr>
<tr>
<td>For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data plan)</td>
<td>$24.00</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Mobile Broadband Connect is currently available on select voice and data devices, including the BlackBerry 7130, BlackBerry 7250, BlackBerry 8703, LG 9800, LG 8100, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/or a software update may be required. Bluetooth is not supported with Mobile Broadband Connect. The LG 8100/ LG 8800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.26 per minute. Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher.

### Wireless Priority Service (WPS) Access

| WPS Access Feature Initiation Fee | $0.00 |
| WPS Access Monthly Access Charge | $0.00 |
| WPS Access Per Minute Charge | $0.75 |

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.
<table>
<thead>
<tr>
<th>BlackBerry® Enterprise Server (BES) v4.1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackBerry Enterprise Server 4.1 — Includes 20 Client Access Licenses (CALs) seats (supports up to 2000 seats)</td>
<td>$4,099.00</td>
</tr>
<tr>
<td><strong>Number of CALs/ seats</strong></td>
<td>1 CAL</td>
</tr>
<tr>
<td><strong>MSRP</strong></td>
<td>$99</td>
</tr>
<tr>
<td><strong>Number of Users</strong></td>
<td>5 User</td>
</tr>
<tr>
<td><strong>MSRP</strong></td>
<td>$549.99</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wireless Sync Enterprise Server</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless Sync Enterprise Server* (unlimited number of VZEmail users included) (Microsoft Exchange, Lotus Notes/ Domino)</td>
<td>$1,999.00</td>
</tr>
<tr>
<td>Device Management Feature (VZEmail Subscribers only)</td>
<td>$5.99 per month per Subscriber line</td>
</tr>
<tr>
<td>File Sync Feature (VZEmail Subscribers only)</td>
<td>$5.99 per month per Subscriber line</td>
</tr>
<tr>
<td><strong>License Pack</strong></td>
<td>5 Users</td>
</tr>
<tr>
<td><strong>Price per Pack</strong></td>
<td>$495.00</td>
</tr>
<tr>
<td><strong>Price per user</strong></td>
<td>$99.00</td>
</tr>
</tbody>
</table>

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Customer may add the Device Management feature and/or File Sync feature to VZEmail Subscriber line for an additional $5.99, per feature, per month or Customer may purchase a Device Management CAL, and/or File Sync CAL for VZEmail and Non-Verizon Wireless Email users. Wireless Sync Enterprise Server provides e-mail synchronization for subscribers using compatible PDAs on multiple wireless carriers. All of Customer’s Verizon Wireless Subscribers with compatible PDAs with VZEmail plans and/or features are included at no extra charge with Customer’s purchase of the Wireless Sync Enterprise Server; however, Customer must purchase CAL’s for its non-Verizon Wireless users. Other carriers’ subscribers must contact their carrier or the server manufacturer for support. Additional information including a list of approved devices is available at www.wireless.com/veses. *Wireless Sync Enterprise Server qualifies for accessory discounts. Separate CALs are required for each feature for each user. **Individual Wireless Sync CALs are not available; Wireless Sync CALs are only available in packs. BES and Wireless Sync prices are subject to change.
# Calling Plan Optional Features

**Calling Features**

Calling Plan Features are not eligible for any additional discounts.

| Included Features (no additional monthly fee) | Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger†, and 411 Connect™ (Airtime and other charges may apply). |

The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

<table>
<thead>
<tr>
<th>TXT Messaging &amp; Enhanced TXT Messaging³</th>
<th>$2.99 (100 TXT msgs. included)</th>
<th>$4.99 (250 TXT msgs. included)</th>
<th>$7.99 (600 TXT msgs. included)</th>
<th>$9.99 (1000 TXT msgs. included)</th>
<th>$10.00 (Unlimited msgs. included)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.02 per additional inbound message / $0.10 per additional outbound message per address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Mobile to Mobile Messaging Bundles**

Send Unlimited Mobile to Mobile TXT, PIX and FLIX messages to any other VZW customer’s mobile phone. Also includes allowance of messages for sending to or receiving from non-VZ Or wireless customers. Unlimited Mobile to Mobile Messaging only applies when a VZW customer sends a TXT/PIX/FLIX message to another VZW customer’s 10-digit mobile number (mobile to mobile). Unlimited In Messages does NOT apply toward PIX Place, VTEXT/TXT Alerts/Get Alerts, Instant Messaging (IM), Email, Google requests and Messages sent to non-VZW customers.

<table>
<thead>
<tr>
<th>$5.00 per Month</th>
<th>$10.00 per Month</th>
<th>$15.00 per Month</th>
<th>$20.00 per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited Mobile to Mobile Messaging</td>
<td>Unlimited Mobile to Mobile Messaging</td>
<td>Unlimited Mobile to Mobile Messaging</td>
<td>Unlimited Mobile to Mobile Messaging</td>
</tr>
<tr>
<td>250 Messages</td>
<td>500 Messages</td>
<td>1500 Messages</td>
<td>5000 Messages</td>
</tr>
</tbody>
</table>

**Enhanced TXT Downloads³**

<table>
<thead>
<tr>
<th>$0.99 per Monophonic TXT Download</th>
<th>$1.99 per Polyphonic or Graphic TXT Download</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.99 (20 picture messages included)</td>
<td>$4.99 (40 picture messages included)</td>
</tr>
<tr>
<td>$0.25 per additional message</td>
<td></td>
</tr>
</tbody>
</table>

**Get Pix - Picture Messaging⁴**

| $4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. ¹Mobile Web by VZW with MSN is $4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at $0.02 per message. Outbound messages over the included number of messages per month are charged at $0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. |
|----------------------------------|-----------------------------------------------|
| $6.95 (100 Included Messages)/$8.95 (200 Included Messages)/$12.95 (600 Included Messages) |

**GSM International Roaming⁵ Global Phone**

<table>
<thead>
<tr>
<th>Zone 1 Countries</th>
<th>$0.69/minute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 2 Countries</td>
<td>$1.99/minute</td>
</tr>
</tbody>
</table>

**Verizon Wireless International Long Distance Value Plan**

| $3.99 plus applicable airtime and long distance charges |

*Only available on plans with $39.99 or higher Access Fee, Mobile to Mobile terms and conditions apply. Calling plans with Mobile to Mobile minutes included do not qualify for additional Mobile to Mobile minutes in this table. **Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included do not qualify for additional Nights and Weekend minutes in this table. ***TXT Messaging terms and conditions apply. †Get Pix terms and conditions apply. ‡Mobile Web terms and conditions apply. §Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.
Verizon Wireless Terms and Conditions

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

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

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

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

<table>
<thead>
<tr>
<th>Verizon Wireless Calling Plan Included Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Waiting&lt;sup&gt;1,6&lt;/sup&gt;</td>
</tr>
<tr>
<td>Call Forwarding&lt;sup&gt;5&lt;/sup&gt;</td>
</tr>
<tr>
<td>Caller ID&lt;sup&gt;6.4&lt;/sup&gt;</td>
</tr>
<tr>
<td>411 Connect&lt;sup&gt;6.4,5&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

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

<sup>2</sup>When making a call, Subscriber’s MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *87 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

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

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

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

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

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-
digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e., Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc.) while roaming on other carriers’ networks at this time.

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

Night and Weekends: Applies to calls made in a calling plan’s home rate and coverage area only during the following hours: 9:01 pm Friday through 5:59 am Monday and 9:01 pm to 6:59 am Monday through Friday.*

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

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

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

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

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

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.
Tennessee Technological University

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

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

Roaming in CDMA countries outside of the US: Roaming In CDMA countries is $0.89 per minute and only In "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming In GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks. In published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where TXT messaging is available, Customer will be charged $0.55 for each message sent and $0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) countries of foreign wireless carriers that participate in International text messaging. Check www.viext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail Call Plans and Features: VZAccess includes NationalAccess (iXRTT) and Mobile Broadband (EVD) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and Mobile Broadband data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handheld with its compatible Mobile Office 9G, and must be placed within NationalAccess service area. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible Voice Equipment to switch to the new calling plan. For current NationalAccess and Mobile Broadband service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours of inactivity. Data session is inactive when no data is being transferred. Data session may remain inactive while data is actively being transferred to Equipment, or may remain active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically relitigate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with Mobile Broadband. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing.
instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZMail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZMail features and applications, Subscriber’s PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber’s request.

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

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

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

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

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

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

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

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

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

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

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Calling Plan choosing the Share Option on PDA, Smartphone or BlackBerry Devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Calling Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves...
the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.