

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

---

This is Amendment 3 to Service Attachment 1 to the Master Service Agreement for Wireless Voice and Data Services and, effective August 6, 2009 (“Agreement”) and as amended between the Department of Administrative Services (“DAS”) on behalf of the State of Ohio (“the State”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless” or “Vendor”), jointly referred hereto as (“the Parties”).

WHEREAS, the Vendor desires to amend Fee Structure, Custom State of Ohio Plans - Voice Only Plan with Optional SharePlans (Nationwide Footprint), as attached hereto;

WHEREAS, the Vendor desires to add the Custom Nationwide for Business SharePlan, as attached hereto;

WHEREAS, the Vendor desires to add the Custom Nationwide for Business Email SharePlan, as attached hereto;

WHEREAS, the Vendor desires to add the Nationwide Unlimited Calling Plans, as attached hereto;

WHEREAS, the Vendor desires to add Wireless Priority Service Access, as attached hereto;

WHEREAS, the Vendor desires to amend the State of Ohio Custom Mobile Broadband Plan as attached hereto;

WHEREAS, the Vendor desires to add the State Zipit Now Messaging Solution 35MB Price Plan attached hereto;

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

---

NOW, THEREFORE, be it resolved that the Parties accept the additions and deletions to the Agreement, effective on the date signed by DAS.

All provisions of Service Attachment 1 not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

**CELLCO PARTNERSHIP  
DBA VERIZON WIRELESS**

  
\_\_\_\_\_  
Signature

Todd Loccisano  
\_\_\_\_\_  
Printed Name

Executive Director - Enterprise &  
Government Contracts

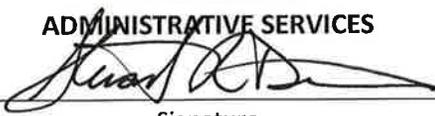
\_\_\_\_\_  
Title

20-JAN-2012

\_\_\_\_\_  
Date

22-3372889  
\_\_\_\_\_  
Federal Tax ID

**STATE OF OHIO,  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES**

  
\_\_\_\_\_  
Signature

Stuart R. Davis  
\_\_\_\_\_  
Printed Name

Assistant Director/State CIO

\_\_\_\_\_  
Title

2/13/12

\_\_\_\_\_  
Effective Date

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

1. Section 5 Fee Structure, Pages 6 and 7, "Custom State of Ohio Plans - Voice Only Plan with Optional SharePlans (*Nationwide Footprint*) and Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) Plans (*Nationwide Footprint*)", of Service Attachment 1 to the Master Service Agreement, Dated August 6, 2009, is deleted in its entirety and replaced with the following:

<b>Custom State of Ohio Plans - Voice Only Plan with Optional SharePlans (<i>Nationwide Footprint</i>)</b>						
<b>Description</b>	<b>State of Ohio 400 Voice Only</b>	<b>State of Ohio 400 Voice Only SharePlan</b>	<b>State of Ohio 600 Voice Only</b>	<b>State of Ohio Voice Only 600 SharePlan</b>	<b>State of Ohio 1,000 Voice Only</b>	<b>State of Ohio 1,000 Voice Only SharePlan</b>
Gross Access	\$35.88	\$38.45	\$52.55	\$55.12	\$67.94	\$70.50
<b>Monthly Access less 23% discount</b>	<b>\$27.62</b>	<b>\$29.61</b>	<b>\$40.46</b>	<b>\$42.44</b>	<b>\$52.31</b>	<b>\$54.29</b>
Monthly Airtime Allowance	400	400	600	600	1000	1000
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

2. The Custom Nationwide for Business SharePlan is added to Service Attachment 1, dated August 6, 2009.

<b>Custom Nationwide for Business SharePlan: Government Subscribers Only</b>	
The Custom Nationwide for Business Calling Plan is NOT eligible for monthly access fee discounts	
<b>Monthly Access Fee With Sharing</b>	\$19.99
<b>Monthly Access Fee With Sharing less 19% Discount</b>	\$16.19
<b>Home Airtime Minutes</b>	0
<b>Overage Rate</b>	\$0.25 per minute
<b>Mobile to Mobile Calling Minutes</b>	Unlimited
<b>Night and Weekend Minutes</b>	Unlimited
<b>Domestic Long Distance</b>	Included
<b>Data Sent or Received*</b>	\$1.99/ MB or per data package*
<p><b>Notes:</b> Current Nationwide Calling Plan coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a twelve (12) month Line Term or Line Term extension. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. *3G Smartphones and 3G Multimedia Phones require a data package. Customer may not have more than 50% of their Total Shareplan Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all additional Government Subscribers to the Nationwide for Business SharePlan with a Monthly Access Fee of \$34.99. Standard features can be added to this plan. Custom or non-standard features cannot be added to this plan.</p>	

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

3. The Custom Nationwide for Business Email SharePlan is added to Service Attachment 1, dated August 6, 2009.

<b>Custom Nationwide for Business Email SharePlan: Government Subscribers Only</b>	
<small>The Custom Nationwide for Business Email Calling Plan is NOT eligible for monthly access fee discounts</small>	
<b>Monthly Access Fee With Sharing</b>	\$35.99
<b>Anytime Minutes</b>	0
<b>Domestic MB Allowance</b>	Unlimited
<b>Overage Rate</b>	\$0.25 per minute
<b>Mobile to Mobile Calling Minutes</b>	Unlimited
<b>Night and Weekend Minutes</b>	Unlimited
<b>Domestic Text Messaging</b>	Unlimited
<b>Domestic Long Distance</b>	Included
<b>Overage Rate Per KB</b>	n/a
<b>National-Access Roaming†</b>	\$0.002 per KB (Canada)/\$0.005 per KB (Mexico)
<p><b>Notes:</b> Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Current Nationwide Calling Plan coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. *Smartphones and Multimedia Phones require a data package. Customer may not have more than 50% of their Total Shareplan Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all existing Government Subscribers on this plan per account to the Nationwide for Business Email SharePlan with a Monthly Access Fee of \$49.99, is eligible for monthly access fee discount, and includes all same elements of this price plan. Standard features can be added to this plan. Custom or Non-Standard features cannot be added to this plan. Mobile Broadband is available only in specific markets; please see <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.</p>	

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

4. The Nationwide Unlimited Calling Plans are added to Service Attachment 2, dated August 6, 2009.

<b>Nationwide Unlimited Calling Plans</b>				
Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:				
Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Unlimited Text Messages for Talk & Text Plans		
Monthly Anytime Minutes	Talk	Talk & Text	Friends & Family (Up to 5 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee			
Unlimited	\$69.99	\$89.99	Included*	N/A
Unlimited less 19% Discount	\$56.69	\$72.89	Included*	N/A
<b>Data Sent or Received</b>	\$1.99/ MB or per data package**			
<b>Notes:</b> Current coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. **3G Smartphones and 3G Multimedia Phones require a data package.				

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

---

5. Wireless Priority Service is added to Service Attachment 1, dated August 6, 2009.

**Wireless Priority Service**

<b>Wireless Priority Service (WPS) Access</b>	
<b>WPS Access Feature Initiation Fee</b>	<b>\$0.00</b>
<b>WPS Access Monthly Access Charge</b>	<b>\$0.00</b>
<b>WPS Access Per Minute Charge</b>	<b>\$0.75</b>

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of the resulting 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). Please refer to <http://wps.ncs.gov> for details. 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. Please contact your Verizon Wireless Government Account Manager for complete details on WPS Access.

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

6. Page 8, of Amendment 2 to Service Attachment 1, The State of Ohio Custom Mobile Broadband Plan, is deleted in its entirety and replaced with the following:

<b>State of Ohio Custom Mobile Broadband Plan</b>	
The State of Ohio Custom Mobile Broadband Calling Plan has been discounted and is not eligible for additional monthly access fee discounts.	
<b>Monthly Access Fee</b>	\$37.99
<b>Monthly Allowance</b>	Unlimited
<b>Per Minute Rate<sup>†</sup></b>	\$0.25 per minute
<b>NationalAccess Roaming</b>	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
<b>Domestic Long Distance</b>	Included
<p><b>Notes:</b> Current coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. See <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for important information about calling plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, 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. <sup>†</sup> Per Minute Rate applies to voice calls, IS-95 and other non- Mobile Broadband/NationalAccess data usage in the United States. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Account online, or by contacting Customer Service. The State of Ohio Custom Mobile Broadband Plan MAY NOT be used for automated Machine-to-Machine connections. Machine-to-Machine ("M2M") refers to the transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.</p>	

**AMENDMENT 3  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

7. Zipit Now Messaging Solution 35MB Price Plan is added to Service Attachment 1, dated August 6, 2009.

Verizon Wireless is offering the attached price plan as part of the Zipit Now Messaging Solution. Any agreement for the paging equipment will be directly between Zipit Wireless and the subscribing entity. Please note that installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately. Zipit Wireless, not Verizon Wireless, will be responsible for any services it provides to you, and you will be responsible for payment to Zipit Wireless for these products and services.

<b>Zipit Now Messaging Solution 35MB Price Plan</b>	
This plan has been discounted and is not eligible for any additional discounts or promotions.	
	<b>Zipit</b>
<b>Discounted Monthly Access Fee</b>	\$15.00
<b>Optional Feature Access Fee</b>	N/A
<b>Domestic MB Allowance</b>	35 MB
<b>Overage Rate Per KB</b>	\$0.005 / KB
<b>National-Access Roaming</b>	N/A
<b>Home Airtime/Min. Rate</b>	N/A
<b>Domestic Text Messages</b>	Standard Rate
<b>Domestic Long Distance<sup>1</sup></b>	Included
<p><b>NOTE:</b> Current coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>1</sup>Roaming, toll, and long distance charges may apply when messaging outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance.</p>	