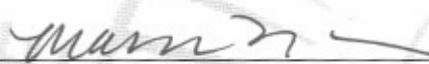
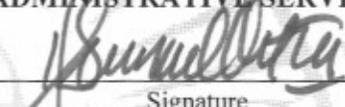


**MASTER SERVICE AGREEMENT  
BY AND BETWEEN  
VERIZON WIRELESS AND  
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE  
SERVICES**

**THIS MASTER SERVICE AGREEMENT (the "Agreement")**, is by and between Cellco Partnership d/b/a Verizon Wireless ("Vendor") having an office at 1 Verizon Way, Basking Ridge, NJ 07920 and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

<b>VENDOR</b>	<b>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</b>
	
Signature	Signature
Marni Walden	H. Samuel Orthog
Printed Name	Printed Name
Area President	State CIO
Title	Title
7/29/09	8/6/09
Date	Effective Date
22-337-2889	
Federal Tax ID	

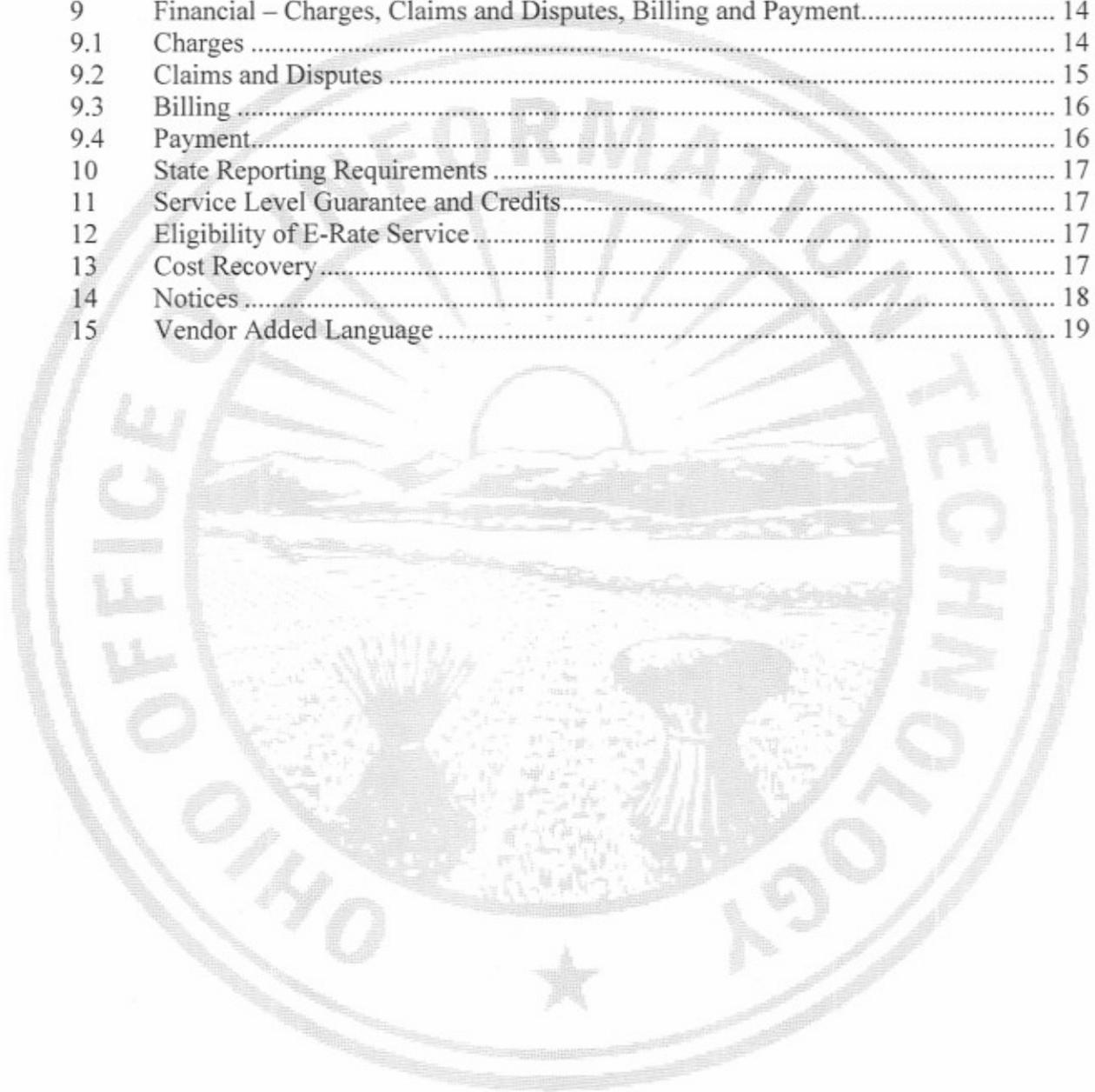
APPROVED AS  
TO LEGAL FORM  
  
7/29/09

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# Terms and Conditions

Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

## 1 General Information

### 1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

### 1.2 Relationship of Parties and Subscribing Entity(s)

A. The Parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the Parties. Considering the Parties are independent contractors, the Vendor, their employees, contractors and/or subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the members of the public that they are Government officials. In addition, the Vendor, their employees, contractors and/or subcontractors may not make any representation that they are acting, speaking, representing or otherwise advocating any position, agreement, service or otherwise on behalf of the State.

B. For purposes of this Agreement and any Service Attachments, the Department of Administrative Services and Subscribing Entity(s) shall be authorized to inquire of the Vendor's Services, invoices, payment and receive reports as described in Section 10 of this Agreement or other information from the Vendor.

### 1.3 Subscribing Entity(s)

"Subscribing Entity(s)", when context is so applicable, means Agencies, Boards, Commissions, Cooperative Purchasing Members, and other entities, or institutions that State of Ohio deems as a government entity or authorize as able to participate as a Subscribing Entity.

### 1.4 Cooperative Purchasing Members

Cooperative Purchasing Members are defined in Section 125.04 of the Ohio Revised Code ("ORC") and include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts created under ORC Chapter 1545; any other political subdivision that has been approved by the Department of Administrative Services to participate in the Cooperative Purchasing Program; and other entities set forth in ORC Section 125.04. Cooperative Purchasing Members may purchase services from the Vendor subject to the Terms and Conditions of this Agreement so long as they have entered into a Cooperative Purchasing Agreement with the Department of Administrative Services as detailed in the ORC 125.04. All records as described in Section 10 of this Agreement concerning the Services purchased under this Agreement shall be made available to State by the

## Terms and Conditions

Vendor. However, except for aggregate customer information, call detail records of other (non-State) Cooperative Purchasing Members shall not be provided to the State.

### 1.5 Subscribing Entity Reliance on Agreement.

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Contract to issue a purchase order, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. The State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

### 1.6 Third-Party Suppliers.

A. The Vendor must identify third-party suppliers, except telecommunications services providers, that the Vendor will rely upon to provide services directly to the State under this Contract, and the Vendor must act as a reseller for any such third party suppliers, and incorporate the costs of their services in the Vendor's fees identified on the applicable Service Attachment under this Contract.

B. Neither the State's approval of the use of such third party suppliers or the Vendor's use of such suppliers means that the State will pay for them. Except as otherwise agreed and provided in a Service Attachment, the Vendor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Vendor to meet its obligations under this Agreement in the required manner. The Vendor will hold the State harmless for and will indemnify the State against any such claims.

C. The Vendor assumes responsibility for all services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Vendor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all service requests.

### 1.7 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

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## 1.8 Entire Agreement

A. This Agreement, together with any Service Attachments or Amendments and all applicable tariffs incorporated herein by this reference, sets forth the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.

B. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both parties. The Vendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

## 1.9 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

## 1.10 Survival

A. The Terms and Conditions of this Agreement and/or Service Attachments and any associated Amendments will survive the expiration or other termination of this Agreement to the extent that any Lines remain in service at the request of the State or Subscribing Entity, for one year following the expiration or termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. The Terms and Conditions of this Agreement and/or Service Attachments and any associated amendments will not survive termination or expiration of this Agreement as to all Lines that do not remain in service except for the following sections of this Agreement: 1.17 Confidentiality, 2 Indemnification, 3.10 Antitrust and 9.2 Claims and Disputes.

B. If any Service Attachment should expire, terminate or cancel, the Terms and Conditions of this Agreement shall survive as to all other Service Attachments not expired, terminated or cancelled.

## 1.11 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

## 1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

# Terms and Conditions

## 1.13 Standard State Terms and Conditions

A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

## 1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

## 1.15 Order of Precedence

A. In event of a conflict related to the general Terms and Conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

## 1.16 Required Service Level Performance

The Required Service Level Performance, if any, will be the Service Level Performance detailed in the applicable Service Attachment.

## 1.17 Confidentiality

A. The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Vendor may not disclose any information obtained by it as a result of this Agreement, without the written permission of the State. The Vendor must assume that all state information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Vendor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

B. The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to seek temporary and permanent injunctive

# Terms and Conditions

relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

## 1.18 Competitive Pricing and Services

For the purposes of maintaining pricing and service competitiveness through the term of the Agreement, the Vendor agrees to an annual joint review of its pricing and service offerings. The annual review shall include, but is not limited to, a customer-like review wherein the Vendor shall provide an analysis that will include prices available to other customers similar to the State to ensure the State and Subscribing Entity(s) receive cost-competitive and technologically competitive Services. The Vendor agrees that written amendments to the Service Attachments to reduce rates and introduce technological service improvements may be submitted throughout the term of the Agreement.

## 1.19 Contract Compliance and Conflict Resolution

A. The Vendor shall comply with all Terms and Conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any material obligation under this Agreement or the Service Attachments, and such failure to perform is not cured within thirty (30) days of written notice from the State, it will be in default and the State may proceed in the following manner:

1. The State may terminate this Agreement and/or Service Attachment as according to Section 7 of this Agreement; or
2. The State may suspend rather than terminate this Agreement and/or Service Attachment where the State believes that doing so would better serve its interest. The notice of suspension will be effective immediately, on the Vendor's receipts of the notice. The Vendor shall be entitled to compensation for Services rendered and properly invoiced before the suspension; or
3. The State may file a complaint with the Public Utilities Commission of Ohio for resolution of the matter. ; or
4. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.

B. The State may withhold payment for an affected Service if the Vendor is noncompliant with any Term and Condition of this Agreement or Service Attachment, insofar as the Vendor's noncompliance directly impacts the provision of the affected Service, and the Vendor is noncompliant with such Term or Condition for more than 180 days successively until the Vendor cures the noncompliance or the Parties arrive at a mutual agreement as to the corrective action for the noncompliance.

## 2 Indemnification / Limitation of Liability

### 2.1 Indemnification

The Vendor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors.

# Terms and Conditions

## 2.2 Limitation of Liability – State

The State's and Subscribing Entity(s) liability for damages, whether in contract or in tort, shall not exceed the amount of compensation payable to Vendor for the previous twelve months of Service related to the specific Attachment under which the damages occurred, or the amount of direct damages incurred by the Vendor, whichever is less.

## 2.3 Limitation of Liability – Vendor

A. The Vendor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement providing such liability, claim, loss, or damage is due to the fault or negligence of the Vendor, its employees, agent or subcontractors.

B. NOTWITHSTANDING THE PREVIOUS SENTENCE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

## 3 Standard Clauses

### 3.1 Excusable Delay

Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. In the event of any such excusable delay, the dates of performance or of delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party may also describe the cause of the delay and what steps it is taking to remove the cause. Neither Party shall be required to provide information in relation to the remediation which is deemed proprietary and confidential by Ohio or Federal law. The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay.

### 3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

### 3.3 Sales, Use, Excise and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax imposed as an end-user tax, other than taxes collected by the serving carrier on roaming services. Vendor reserves the right to request verification of a Subscribing Entity's tax exempt status. To the extent non end-user sales, use, excise, or any similar tax is imposed on the Vendor in connection with this Agreement, such

## Terms and Conditions

will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time, except in situations described in Section 9.1(C).

### 3.4 Equal Employment Opportunity

A. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/eod/aapv.htm>

C. Use of MBE and EDGE Vendors. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

### 3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

### 3.6 Conflicts of Interest

As described in Chapter 102 and Chapter 2921 of the Ohio Revised Code, public officials and employees are subject to certain ethical considerations. In turn, Vendors doing business with the State are required to comply with Ohio ethics laws. As such, no personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, to the extent that Vendor becomes aware, the Vendor will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement or the Project to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

### 3.7 Assignment

The Vendor may assign this Agreement in its entirety, without the State's consent, to either of the following: (a) any parent, subsidiary or affiliate entity; or (b) a successor in

## Terms and Conditions

interest of all or substantially all of its assets, stock or businesses. The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement to any other entity without the prior, written consent of the State. Subject to the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto. "Affiliate" means, with respect to the Vendor under this Agreement, any Person, that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Vendor. For purposes of this definition, "control," when used with respect to any specified Person, means that a Party hereto has the power to direct the management and policies of such Person, directly or indirectly, or has ownership of at least 10 percent (10%) of the voting securities of such Person. "Person" shall mean any individual person, corporation, subsidiary, partnership, co-partnership, limited liability company, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, or other entity, however organized.

### **3.8 Governing Law**

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

### **3.9 Finding for Recovery**

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the Parties signed this Agreement, the Agreement is void ab initio.

### **3.10 Anti-trust**

The Parties recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the Subscribing Entity(s). The Vendor assigns to the State and Subscribing Entity(s) all state and federal antitrust claims and causes of action, for violations which concern materials or services supplied by third parties to the Vendor toward fulfillment of this Agreement, which are either initiated by the Vendor or not otherwise negotiated and settled by Vendor within 2 years from the date the alleged antitrust violation was discovered or otherwise tolled by a written tolling agreement, and that are directly and specifically related to the equipment or services that are purchased and activated under this Agreement. Vendor shall not be required to contribute to any costs of any action not initiated by Vendor.

### **3.11 Use of Name**

Neither Party will use the other Party's name in any marketing without the other Party's written consent.

# Terms and Conditions

## 3.12 Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

## 3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

## 3.14 Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

1. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
2. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,
3. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

## 3.15 Safety and Security Rules

When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises.

# Terms and Conditions

## 4 Appropriation and Certification of Funds

### 4.1 Appropriation of Funds.

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

### 4.2 Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

## 5 Orders Requesting Service, Cancellation, or Modification

### 5.1 Service, Cancellation, or Modification.

A. All Orders for Service as well as any Cancellations, or Modifications to an order must be made through the State's Technology (formerly Telecommunications) Service Request ("TSR") system or any similar system in use by the State at the time an order for Service, Cancellation or Modification is requested. Therefore the Vendor will notify the State when an order is received that was placed outside the TSR or similar system and the Vendor will not accept the order. If a Vendor accepts an order outside the TSR or similar system, the State may either withhold payment for the unverified order or request suspension of the Service occurring due to the unverified order without penalty to the State.

B. The Vendor agrees to keep Subscribing Entities' orders updated and current in the TSR System.

C. The Vendor is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Vendor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Vendor may not require a Subscribing Entity to contact any of the Vendor's third-party suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a seamless, single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

# Terms and Conditions

## 5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system.

## 1 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2011.

### 1.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

### 1.2 Service Attachment(s) - Renewal

A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.

B. After the first renewal but not before July 1st, 2013, the Parties agree that pricing of services under the Service Attachment may be renegotiated to reflect more favorable rates to the State. Upon termination of this Agreement, all rights of the Subscribing Entity(s) to order new Services cease and the Vendor has no further obligations to furnish new Services to the Subscribing Entity(s). The Subscribing Entity(s) have the option anytime during the Agreement period to upgrade to a new technology or service offering with the Vendor without incurring termination charges as more specifically outlined in the individual Service Attachments.

## 2 Termination - Agreement and Service Attachments

A. For the State's convenience, the State may terminate this Agreement and/or Service Attachment(s) during the Initial or any Renewal Term with thirty (30) days advanced written notice to the Vendor. The Subscribing Entity(s) shall pay for all accrued and unpaid charges for Service and any Cancellation Charges as outlined in the appropriate Service Attachment(s), through the effective date of such termination.

## Terms and Conditions

C. In addition, it is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State and Subscribing Entity(s) obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State and Subscribing Entity(s).

### 8 Cancellation of Services as Described in a Service Attachment

Under this Agreement and Service Attachment(s), Service(s) may be cancelled by either the Subscribing Entity(s) or the Vendor as follows:

#### 8.1 By the Subscribing Entity(s)

A. For the Subscribing Entity(s) convenience, the Subscribing Entity(s) may cancel the service(s) at any time for any reason. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date as well as any Cancellation Charges as outlined in the appropriate Service Attachment(s).

B. If the cancellation of the service(s) is for cause or non-appropriation of funds as described in Section 4, the Subscribing Entity(s) shall not be held liable for any Cancellation Charges as outlined in the appropriate Service Attachment(s).

#### 8.2 By the Vendor

A. If a Subscribing Entity(s) materially defaults in the performance of any of its duties or obligations under this Agreement and/or Service Attachment(s), the Vendor may, by giving at least thirty days (30) written notice thereof cancel the service and provide the cancellation date. If the Subscribing Entity(s) cures the default to the satisfaction of the Vendor and prior to the cancellation of services date, the Agreement shall remain in full force and effect.

B. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date, and any Cancellation Charges as outlined in the appropriate Service Attachment(s).

### 9 Financial – Charges, Claims and Disputes, Billing and Payment

#### 9.1 Charges

A. All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscribing Entity(s) will not be responsible for any charges not documented in the Service Attachment(s) nor will the Subscribing Entity(s) be responsible for any charges waived by the Vendor as described in the Service Attachment(s). The charge waived by the Vendor is limited to the following:

Administrative Fee

Vendor may pass through and recover other charges and fees from the State or Subscribing Entity in the form of a surcharge if such a charge is applicable and not explicitly waived either in this Agreement or a Service Attachment. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge.

## Terms and Conditions

These charges are Vendor charges, not taxes, and are subject to change. Because these charges are not taxes, the State or Subscribing Entity's tax exemptions, if any, will not apply to these charges.

B. To the extent that any non end-user sales, use, excise or any similar tax is imposed on the Vendor in connection with this Agreement, such will be the sole responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time Service is rendered or at a later time during the Term

C. The Subscribing Entity(s) will pay ONLY any taxes, fees, surcharges or assessments, as outlined in the appropriate Service Attachment(s), to the extent the Subscribing Entity is not exempt from such taxes, surcharges or assessments, and will appear as a separate line item on the invoice.

D. The Subscribing Entity(s) are not subject to increases in the monthly recurring charge or usage charges during the term of this Agreement.

E. Subscribing Entities are not responsible for any charges from the Vendor's third-party suppliers/carriers for any Services ordered under this Agreement, unless a Service Attachment expressly provides otherwise. In this regard, the Vendor is the seller or reseller of all Services covered by this Agreement, and any payments due to the Vendor's third-party suppliers/carriers for services under this Agreement are included in the Vendor's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

### 9.2 Claims and Disputes

A. The Subscribing Entity(s) are only authorized to pay correct invoices.

B. In the event of disputed charges, within two years of the date of the invoice, the Subscribing Entity must provide written notice including the date of the invoice, disputed amounts, the reason for the dispute, and any supporting documentation. The Parties will use their good faith efforts to reconcile the dispute within 60 days of the date of notification. During the pendency of the investigation into the disputed charges, upon written notification to the Vendor, the State may withhold payment of the disputed invoice, if not already paid, for sixty days (60) during the good faith effort reconciliation period described above.

C. Once the investigation into the disputed charge(s) has been completed;

- If in favor of the Subscribing Entity, the Vendor will issue a credit on the next invoice. If the credit exceeds the service charges on the next invoice, the Vendor will issue payment to the State in the form of a check in the amount exceeding the service charges.
- If in favor of the Vendor, the Subscribing Entity will submit payment within thirty (30) days of receiving notification at the office designated to receive the invoice.

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### 9.3 Billing

A. Invoices will be issued at the account level, however the Subscribing Entity(s) may require a recap at the Agency, Division, or District level based on the organizational structure of the Subscribing Entity(s).

B. Invoices may be submitted in paper form or electronically, either in the form of an internet download or optical/magnetic media which form is to be determined at the State's option, to the office designated in the purchase order or TSR as the "bill to address". The invoice shall be submitted within ninety (90) days of the Service. If the State does not receive the invoice for a Vendor provided Service within ninety (90) days of the date of Service, the State shall be entitled to deny payment of the invoice. However, if Service being billed was provided by a third party telecommunications provider or supplier of Vendor, the invoice may not reflect such a charge within the ninety (90) day billing period therefore Vendor shall submit a proper invoice or sufficient notification to the State for the third party telecommunications provider or supplier outstanding charge not reflected on a previous invoice within the biennium in which the service for the third party telecommunications provider or supplier occurred or otherwise waived if mutually agreed by the Parties. Upon written request from the State, Vendor will credit the amounts billed for Service provided past the ninety (90) day billing limitation period. In addition, for those third party telecommunication provider or supplier charges, upon written request from the State, Vendor will credit those charges not invoiced within the biennium in which Service was provided or not sufficiently notified to the State by the Vendor before the end of a biennium.

C. If a Vendor is using additional vendors/entities to provide the Services described in the Service Attachments, the Vendor, at the State's option, must generate a consolidated invoice and submit the consolidated invoice to the State, unless a Service Attachment expressly provides otherwise.

D. A proper invoice must include the following information and/or attached documentation:

1. Name and address of the Vendor as designated in the Agreement or Amendment.
2. Invoice remittance address as designated in the Agreement.
3. A sufficient enough description of the Services that allows the State to identify the Services or perform an audit of the Services, as defined in the Service Attachment.

### 9.4 Payment

A. Payments for services under this Agreement will be due on the 30th calendar day after the receipt of a proper invoice to the office designated to receive the invoice.

B. The date of the warrant issued in payment will be considered the date payment is made.

C. Without diminishing the foregoing payment rights and obligations, the payment will be overdue if it is not received by Vendor within 30 days after the receipt of a proper invoice the office designated to receive the invoice.

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D. At the Vendor's option, if a payment is overdue, then interest will be paid under the provisions of Section 126.30 of the Ohio Revised Code ("Code").

### 10 State Reporting Requirements

The Vendor shall provide the State with a recap of all services provided to the Subscribing Entity on a monthly basis. Specific reporting data requirements will be outlined in the Service Attachment and/or Amendments.

### 11 Service Level Guarantee and Credits

If detailed in the applicable Service Attachment, the Vendor will issue credit allowances for service outages as mutually agreed in the Service Level Agreement.

### 12 Eligibility of E-Rate Service

A. Some services under this Agreement and/or the Service Attachments may be eligible for the Universal Service Administrative Company's ("USAC's") Education Rate (E-Rate) Program. If a Vendor makes a determination that certain administrative fees are E-Rate eligible, the Vendor must line-item each invoice to the State indicating which administrative fees are E-Rate eligible. Vendors and customers party to this contract must follow the rules as set forth by USAC. Please refer to the follow web location, if available:

<http://www.sl.universalservice.org>

B. Under current USAC rules, administrative fees assessed by the State are excluded from e-Rate reimbursement for telecommunications services. Any applicable administrative fees are identified in Section 13, Cost Recovery. Vendor will be responsible for all E-Rate federal reimbursement requirements.

### 13 Cost Recovery

A. The Vendor will establish a State of Ohio Cost Recovery Fee Account. This Cost Recovery Fee is an estimated charge to recover costs/fees incurred by the State in the management and administration of the Services for all the parties and/or Subscribing Entities in the Agreement described herein and/or the Service Attachments.

B. The Cost Recovery Fee to be paid to State will be calculated by multiplying Two Percent (2%) times the net access and usage charges invoiced for Services under this Agreement. Such access and usage charges will include feature charges, equipment and accessory charges. The State will generate notification to the Vendor via email on the last day of the quarter advising the Vendor to complete a revenue reporting form provided by the State. The Vendor will complete and return the revenue reporting form via email within thirty (30) days following the close of the quarter. The State will compare quarterly the net access and usage charges on the revenue reporting forms provided by the Vendor to net access and usage expenditure data from the State's general ledger, for Services provided under this Agreement only, to insure minimum

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reporting amount was met. The minimum would include all state expenditures under this Agreement without cooperative purchasing expenditures. The State will generate an invoice to the Vendor for the quarterly Cost Recovery Fee based on reported net access and usage revenue. Only charges that are billed to the Subscribing Entity(s) account and included in the monthly invoice will be eligible for inclusion in the Cost Recovery Fee calculation.

C. The Vendor will remit to the State the 2% Cost Recovery Fee within thirty (30) days of receipt of the invoice from the State by check to the State of Ohio, Office of Information Technology. THE CHECK SHALL BE MADE OUT TO: TREASURER, STATE OF OHIO, FUND 133 and shall be sent to the State at the following address:

Office of Information Technology  
ISD Business Office  
30 E Broad St, 39<sup>th</sup> Floor  
Columbus, OH 43215  
Attn: Business Manager

D. To ensure that the payment is credited properly, the Vendor will identify the check as State of Ohio Cost Recovery Fee and reference this Agreement between the Vendor and The State of Ohio, Office of Information Technology and reference the Quarterly Activity Reports supporting the check amount. The data requirements for the Quarterly Activity Reports will be detailed in the Service Attachment(s). Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

E. A copy of the Quarterly Activity Report shall be sent to the Contract Manager at the following address:

Office of Information Technology  
Infrastructure Service Delivery  
30 E Broad St, 39<sup>th</sup> Floor  
Columbus, OH 43215  
Attention: Contract Manager

F. The first payment will be calculated against all services rendered to the existing Subscribing Entity(s) transferred to the Agreement in the month of effective date. Subsequent payments will be calculated against all Subscribing Entity(s) as stated above.

### 14 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; d) facsimile transmission or e) email upon confirmation of receipt.

If to the State:

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Office of Information Technology  
Infrastructure Service Delivery  
30 E Broad St, 39<sup>th</sup> Floor  
Columbus, OH 43215  
Attention: Contract Manager

If to the Vendor:

Attn: Area General Counsel  
Verizon Wireless  
1515 E Woodfield Rd  
Schaumburg, Illinois 60173

### 15 Vendor Added Language

This Section has been added to provide the Vendor with the flexibility to add to the Terms and Conditions outlined in Sections 1 through 15 of this Agreement. Any additions or changes in this section must follow the format as outlined in the Master Service Agreement and Service Attachment instructions document. Please note that all Terms and Conditions which are specific to the services will be addressed in the Service Attachment(s) and not in this section.

#### General Provisions for Wireless Service

##### 1. Definitions:

- i. Equipment: Mobile, transportable, or portable cellular telephones or similar devices and ancillary accessories used by subscribers in conjunction with wireless service.
- ii. Line: An individual Subscribing Entity's line of Wireless Service, whether such line utilizes voice service, data service or both. Each Line is associated with a single mobile telephone number ("MTN")
- iii. Line Term: The term for each Line begins on the date Wireless Service is activated for that Line and continues for the period required by the calling plan or Equipment selected for that Line (usually 1 or 2 years).
- iv. Wireless Service or Service: Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

##### 2. Lost or Stolen Equipment:

If Subscribing Entity's Equipment is lost or stolen, Subscribing Entity may request that Vendor suspend service and billing to the affected Line for the lesser of 30 days or until the date of replacement or recovery of the Equipment, after which service and billing for such Line shall resume. To the extent that a Line Term is applicable, the time of any suspension will not count toward satisfying the Line Term. Vendor may request reasonable documentation in support of such suspension. Until Vendor receives Subscribing Entity's

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notification, Subscribing Entity may be responsible for all charges associated with the Line.

### **3. Equipment Modifications:**

Absent specific prior written approval from Vendor, if Subscribing Entity, either on its own or through a third party, adds, changes, integrates or uses hardware or software to or with the Equipment ("Modifications"), then Vendor shall not be responsible for defects, malfunctions, repair, replacement or claims resulting from such Modifications. Subscribing Entity may be responsible for any increased usage and charges resulting from such Modifications.

### **4. Wireless Service Availability:**

Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls, caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan rate and coverage area, within the operating range of the wireless systems, and with Equipment available to Vendor customers.

### **5. Enhancement of Wireless Service:**

Due to regulatory provisions regarding Vendor's network licenses, Subscribing Entity shall obtain Vendor's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Vendor may terminate Lines and, upon thirty (30) days Notice as set forth in Section 14 of this Agreement, and opportunity to cure, may terminate this Agreement and pursue any other available remedies if Subscribing Entity violates this section.

### **6. Use of Wireless Service and Equipment:**

In order to protect the Vendor's network, operations and other customers, Vendor may suspend or terminate service to affected Lines if the Subscribing Entity uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable calling plan; or (c) in a manner that has an adverse impact on Vendor's network, operations or customers and in the opinion of Vendor's network engineers, cannot be otherwise expeditiously resolved by Vendor, the State or Subscribing Entity. If Subscribing Entity continues using the Wireless Service in such a manner, Vendor may deny activation to new Lines or, upon Notice as set forth in Section 14 of this Agreement, may terminate this Agreement.

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### 7. Interrupted Service

If an answered voice call in the calling plan rate and coverage area is disconnected by Vendor's network and the Subscribing Entity redials the call within 5 minutes of being disconnected, Subscribing Entity may receive a one-minute credit. If, due to the fault of Vendor, a Line is unable to receive Wireless Service while in the Vendor coverage area for more than 24 continuous hours, Subscribing Entity may request a pro rata daily credit for the period without Wireless Service. Credits will not exceed the amount of the monthly access charge for the affected Subscribing Entity. To receive any credits under this section, Subscribing Entity or Subscribing Entity must notify Vendor within 90 days after the call was disconnected or Wireless Service was unavailable by contacting the Vendor. The Subscribing Entity may call 800-VZW-4BIZ, an airtime-free and toll-free number to report the disconnected call.

### 8. Training

Vendor may provide training to Subscribing Entities on Vendor's products and services provided under this Agreement.

