

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

This is a Service Attachment to the Master Service Agreement effective _____, ("Agreement"), between the Department of Administrative Services ("DAS") on behalf of the State of Ohio ("the State"), and Cellco Partnership dba Verizon Wireless ("Verizon Wireless" or "Vendor"), jointly referred hereto as ("the Parties").

WHEREAS, the Vendor desires to include additional services and the corresponding general provisions thereof; and

WHEREAS, the above named Parties desire to execute this Service Attachment to said Agreement;

NOW THEREFORE, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. The Addition of Service Attachment 1 – Wireless Voice and Data Services
2. As of the Effective Date of this Service Attachment, the following Amendments to the previously executed agreement titled "Agreement for Wireless Services" dated May 24, 2004 will no longer be in effect:
 - Amendment 1 – Add Voice Plans effective November 11, 2004
 - Amendment 2 – Add Terms and Conditions effective November 14, 2005
 - Amendment 8 – Add Voice/Data Flat Discount effective November 11, 2006
3. All other Terms and Conditions of the Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by DAS.

**Cellco Partnership
dba Verizon Wireless**

Marni Walden
Signature

Marni Walden

Printed Name

Area President

Title

7/29/09

Date

22-3372889

Federal Tax ID

**Department of
Administrative Services**

H. Samuel Atkins
Signature

H. Samuel Atkins

Printed Name

State CIO

Title

8/6/09

Effective Date



Terms and Conditions

1. Service Overview –This Service Attachment provides the Subscribing Entity(s) with the ability to purchase all Wireless and Data Services that are offered by Verizon Wireless.

2. Description of Service – The Subscribing Entity(s) will have the following options for purchasing wireless voice service and data services under this Service Attachment:

Option 1 – Commercially Available and Promotional Plans – Voice and Data Services

These are any generally available Verizon Wireless voice or data calling plans or special plan packages which are available to all commercial customers.

Option 2 – Custom Ohio Plans – Voice and Data Services

These are custom plans specifically for Subscribing Entity(s) in Ohio only. These custom plans include the availability of Voice with Data (Blackberry/PDA) and Blackberry/PDA only plans.

3. Standard Service Features – This section provides an overview of the Standard Features available for each plan option.

Option 1 – Commercially Available and Promotional Plans – Voice and Data Services

The Service Features will vary depending on the rate plan selected. Subscribing Entity agrees to refer to www.verizonwireless.com/B2Bresources for current information about calling plans and their associated rates, terms, conditions and features before activating new service or changing calling plans. For those plans that do not include text messaging, Text Messaging charges will be as follows:

Basic Text Messaging - \$0/month, \$0.02/message Inbound or
\$0.10/message Outbound

Option 2 – Custom Ohio Plans – Voice and Data Services

The following Service Features are standard and will be included at no charge on the Custom Ohio Plans:

- Unlimited Mobile to Mobile (Verizon Wireless Subscribers only)
- Unlimited Night and Weekend
- Call Waiting - \$0/month, Airtime charges apply to all calls simultaneously
- Three Way Calling - \$0/month, Airtime charges apply to all calls simultaneously
- Call Forwarding - \$0/month, Airtime charges apply to this feature
- No Answer Transfer/Busy Transfer - \$0/month, Airtime charges apply to this feature
- Basic Voicemail with Message Waiting Indicator - \$0/month, Airtime charges apply for message retrieval from the cellular phone
- Domestic Long Distance – Verizon Wireless Long Distance Included
- Caller ID

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- Directory Assistance with Automatic Call Completion - \$0/month, \$1.25 per use, plus airtime charges apply
- Basic Text Messaging - \$0/month, \$0.02/message Inbound or \$0.10/message Outbound
- MMS Messaging - \$0/month, \$0.25/message sent or received
- No Activation Fee
- International Calling/Roaming - \$0/month, for complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international

The following Service Features are standard and will be included at no charge on the Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) Plans:

- Unlimited Data
- Unlimited Text Messages (Domestic)
- Unlimited Night and Weekend
- Unlimited Mobile to Mobile (Verizon Wireless Subscribers only)
- Call Waiting - \$0/month, Airtime charges apply to all calls simultaneously
- Three Way Calling - \$0/month, Airtime charges apply to all calls simultaneously
- Call Forwarding - \$0/month, Airtime charges apply to this feature
- No Answer Transfer/Busy Transfer - \$0/month, Airtime charges apply to this feature
- Basic Voicemail with Message Waiting Indicator - \$0/month, Airtime charges apply for message retrieval from the cellular phone
- Domestic Long Distance – Verizon Wireless Long Distance Included
- Caller ID
- Directory Assistance with Automatic Call Completion - \$0/month, \$1.25 per use, plus airtime charges apply
- No Activation Fee
- International Calling/Roaming - \$0/month, for complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international

The following Service Features are standard and will be included at no charge on the Custom State of Ohio Bundle plans and the Custom State of Ohio - Blackberry/PDA Only plan:

- Unlimited Data
- Unlimited Text Messages (Domestic)
- Unlimited Mobile to Mobile (Verizon Wireless Subscribers only)
- Call Waiting - \$0/month, Airtime charges apply to all calls simultaneously

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- Three Way Calling - \$0/month, Airtime charges apply to all calls simultaneously
- Call Forwarding - \$0/month, Airtime charges apply to this feature
- No Answer Transfer/Busy Transfer - \$0/month, Airtime charges apply to this feature
- Basic Voicemail with Message Waiting Indicator - \$0/month, Airtime charges apply for message retrieval from the cellular phone
- Domestic Long Distance – Verizon Wireless Long Distance Included
- Caller ID
- Directory Assistance with Automatic Call Completion - \$0/month, \$1.25 per use, plus airtime charges apply
- No Activation Fee
- International Calling/Roaming - \$0/month, for complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international

The following Service Features are standard and will be included as stated below for the Ohio 1 Plan:

- Call Waiting - \$0/month, Airtime charges apply to all calls simultaneously
- Three Way Calling - \$0/month, Airtime charges apply to all calls simultaneously
- Call Forwarding - \$0/month, Airtime charges apply to this feature
- No Answer Transfer/Busy Transfer - \$0/month, Airtime charges apply to this feature
- Basic Voicemail with Message Waiting Indicator - \$0/month, Airtime charges apply for message retrieval from the cellular phone
- Domestic Long Distance – Verizon Wireless Long Distance Included
- Caller ID
- Directory Assistance with Automatic Call Completion - \$0/month, \$1.25 per use, plus airtime charges apply
- Domestic and Canadian Roaming Charges - \$0/month, \$0.13/minute on Verizon Wireless network, \$0.69/minute off Verizon Wireless network
- Basic Text Messaging - \$0/month, \$0.02/message Inbound or \$0.10/message Outbound
- MMS Messaging - \$0/month, \$0.25/message sent or received
- No Activation Fee
- International Calling/Roaming - \$0/month, for complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international

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4. Optional Service Features – (List and provide a description of all service features that are available for an additional charge.)

Option 1 – Commercially Available and Promotional Plans – Voice and Data Services

The Service Features will vary depending on the rate plan selected. Subscribing Entity agrees to refer to www.verizonwireless.com/B2Bresources for current information about calling plans and their associated rates, terms, conditions and features before activating new service or changing calling plans.

Wireless Priority Service is available to the Subscribing Entity. Please see <http://b2b.vzw.com/govt/overview.html?lid=//global//business//government> or your Account Manager for details on this service

Option 2 – Custom Ohio Plans – Voice and Data Services

The following Optional Services Features are available on Custom State of Ohio Plans – Voice Only Plans with Optional Share Plans:

- Wireless Priority Service - Please see <http://b2b.vzw.com/govt/overview.html?lid=//global//business//government> or your Account Manager for details on this service
- Unlimited Text Messages (Domestic) - \$12.00 per month
- Push to Talk (Unlimited with Group Calling included) - \$5.00 per month

The following Optional Services Features are available on Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) and Custom State of Ohio – Blackberry/PDA Only plan:

- Wireless Priority Service-Please see <http://b2b.vzw.com/govt/overview.html?lid=//global//business//government> or your Account Manager for details on this service(Please see <http://b2b.vzw.com/govt/overview.html?lid=//global//business//government> or your Account Manager for more information on Wireless Priority Service)
- Tethered Modem Capability - \$10.00 per month

The following Optional Services Features are available on the Ohio 1 Plan:

- Push to Talk (Unlimited with Group Calling included) - \$16.00 per month (Not eligible for any further discounts)
- Blackberry/PDA Unlimited Data Feature - \$44.99 per month (Eligible for 20% discount off feature only.)
- Mobile to Mobile Calling (Not eligible for any further discounts):
 - \$5.00 per month for 500 Minutes
 - \$10.00 per month for 1,000 Minutes
- Night and Weekend Calling (Not eligible for any further discounts):
 - \$5.00 per month for 500 Night and Weekend Minutes
 - \$10.00 per month for 1,000 Night and Weekend Minutes
- Field Force Manager:

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Limited - \$19.99 per user per month (Not eligible for any further discounts)

Basic - \$29.99 per user per month (Eligible for 20% discount off feature)

Premium - \$49.99 per user per month (Eligible for a 20% discount off feature)

- Monthly Access for Advanced Devices:

Limited - \$15.00 per user per month (Not eligible for further discounts)

Basic - \$20.00 per user per month (Not eligible for further discounts)

Premium - \$30.00 per user per month (Eligible for 20% discount off feature. This may not be available on all devices. Please see your Account Manager for a current list of devices.)

5. Fee Structure – This section provides information regarding the fee structure for each Subscribing Entity(s) purchasing wireless voice and data services under this Service Attachment.

Option 1 – Commercially Available and Promotional Plans – Voice and Data Services

The Subscribing Entity(s) will receive a nineteen percent (19%) discount off monthly access charge on any generally available Verizon Wireless voice or data calling plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts. Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts will receive a twenty percent (20%) discount off the monthly access charge for the data feature.

Option 2 – Custom Ohio Plans – Voice and Data Services

Custom State of Ohio Plans - Voice Only Plan with Optional Share Plans <i>(Nationwide Footprint)</i>						
Description	State of Ohio 300 Voice Only	State of Ohio 300 Voice Only Share Plan	State of Ohio 600 Voice Only	State of Ohio Voice Only 600 Share Plan	State of Ohio 1,000 Voice Only	State of Ohio 1,000 Voice Only Share Plan
Gross Access	\$35.88	\$38.45	\$52.55	\$55.12	\$67.94	\$70.50
Monthly Access less 19% discount	\$29.06	\$31.14	\$42.57	\$44.65	\$55.03	\$57.11
Monthly Airtime Allowance	300	300	600	600	1000	1000
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

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Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) Plans <i>(Nationwide Footprint)</i>						
Description	State 300 Bundle	State 300 Bundle Share	State 600 Bundle	State 600 Bundle Share	State 1,000 Bundle	State 1,000 Bundle Share
Gross Access	\$72.49	\$74.99	\$88.74	\$91.24	\$103.74	\$106.24
Monthly Access less 19% discount	\$58.72	\$60.74	\$71.88	\$73.90	\$84.03	\$86.05
Monthly Airtime Allowance	300	300	600	600	1000	1000
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

Custom State of Ohio - Blackberry/PDA Data Only Plan <i>(Nationwide Footprint)</i>	
Description	State of Ohio Data-Only
Gross Access	\$47.49
Monthly Access less 19% discount	\$38.47
Monthly Data Allowance	Unlimited
Per Minute Rate for Voice	\$0.12
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)

Custom State of Ohio - Mobile Broadband Access (Not eligible for any further discounts) <i>(Nationwide Footprint)</i> (With a PC Card or USB Modem, or notetebok with Mobile Broadband Built-In)	
Description	State of Ohio Mobile Broadband - Only
Monthly Access	\$39.99
Monthly Airtime Allowance	5 GB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Overage Per MB	\$0.25 per MB
Per Minute Rate for Voice	\$0.25 per minute

Custom State of Ohio - Push to Talk Only Plan (Not eligible for any further discounts) <i>(Nationwide Footprint)</i>	
Description	State of Ohio Push to Talk Only Plan
Monthly Access	\$24.99
Monthly Airtime Allowance	0
One to One Push to Talk – and Group Calling	Unlimited
Data Sent or Received	\$1.99 per MB

Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area).

Custom State of Ohio Data Plans – Mobile Broadband Router Solutions <i>(Nationwide Footprint)</i>				
Gross Access	\$39.99	\$49.99	\$59.99	\$99.99
Monthly Access less 19% discount	\$32.39	\$40.49	\$48.59	\$80.99
Monthly Data Allowance	50 MB	250 MB	1 GB	5 GB
Overage Per MB	\$0.31	\$0.31	\$0.31	\$0.31

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The Ohio 1 Plan – Voice and Data Services

The Ohio 1 Plan will be comprised of the following charges:

Zero general allowance minutes included

A flat Monthly Service Fee of \$10.99/month (Not eligible for any further discounts)

- Per minute usage charge at \$0.13/minute (Not eligible for any further discounts)
- Roaming outside of The State of Ohio on Verizon Wireless' network is at \$0.13 per minute. (Not eligible for any further discounts)
- Roaming outside of the State of Ohio off Verizon Wireless' Network but within USA or Canada is \$0.69 per minute. (Not eligible for any further discounts)

6. Terms and Conditions – This section contains the additional Terms and Conditions that are specific to wireless services:

a) Charges

- Fixed Percentage Discounts and Rates. Except as expressly stated otherwise in this Agreement, the percentage discount for Wireless Voice and Data Service is fixed for the Term of the Contract and Verizon Wireless may not modify the underlying rate to which the percentage discount is applied under Option Two – Custom Ohio Plans unless otherwise specified in the Agreement.
- The monthly recurring access charge for Option One – Commercially Available and Promotional Plans - will be determined by the published rates on the date when the Subscribing Entity places the order in the TSR system. The Subscribing Entity will receive this rate for the duration of the service, unless it chooses to change rate plans.

b) Conditions of Service

- Due to the variety of plan options available, the Subscribing Entities will be responsible for reviewing and complying with any conditions that apply to the service. Conditions of service may be obtained from the Verizon Wireless account team.

c) Equipment Upgrade Discount Eligibility

The Subscribing Entity will be eligible to upgrade existing equipment at any time but may not be eligible for an Equipment Discount unless the upgrade occurs no sooner than 2 months before the expiration of a 12 month line term at the Equipment Discounts referenced below of this Service Attachment.

d) Plan Changes

A Subscribing Entity may change rate plans for wireless voice and / or data services at any time to any plan option as described in this Service Attachment without incurring a fee or charge for making the change.

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e) Termination Fees

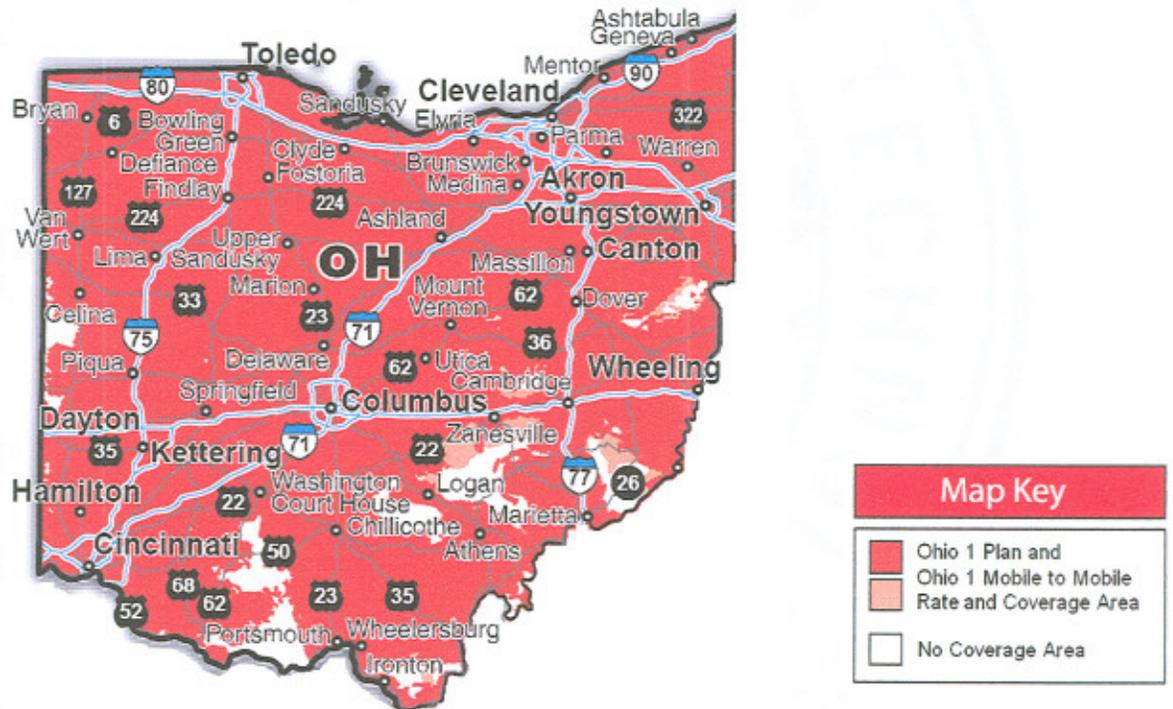
Subscribing Entity(s) may cancel individual lines without incurring an Early Termination Fee. Subscribing Entity(s) may switch plans and features without penalty during the term of this contract.

f) Coverage Maps

Plan coverage areas for both voice and data services will vary depending upon the selected rate plan. Information on plan coverage may be obtained from the account team or by Verizon Wireless' website.

<http://www.verizonwireless.com>

Ohio 1 Plan

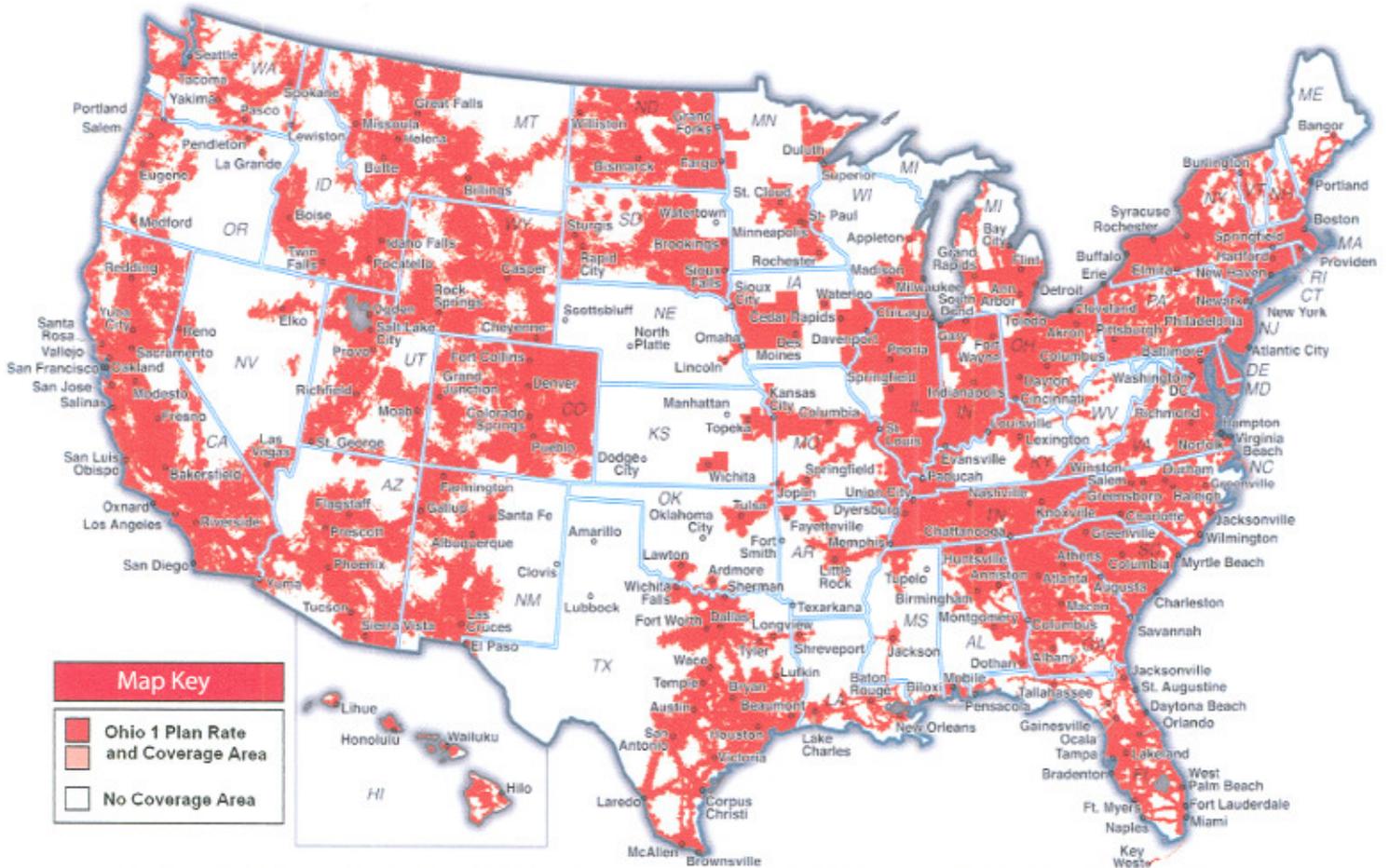


Important Map Information:

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area there are many factors, including customer's equipment, terrain, proximity to buildings, foliage and weather, that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Ohio 1 Plan Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.

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Ohio 1 Plan - Extended



Important Map Information:

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area there are many factors, including customer's equipment, terrain, proximity to buildings, foliage and weather, that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Ohio 1 Plan Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.

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7. Equipment Discounts – Verizon Wireless will offer the State of Ohio equipment priced at not less than ten percent (10%) off retail and almost always a zero cost device will be available with a one year term commitment. Since Verizon Wireless does not know what equipment may be introduced in the future, Verizon Wireless reserves the right to exclude a device or accessory from this offer. Verizon Wireless will offer the State of Ohio accessories priced at twenty-five percent (25%) off retail price.

8. Billing Conversion Plan – The objective of the Billing Conversion Plan is to ensure that all eligible active service existing prior to the Effective Date of this Agreement:

- Receives the appropriate discount
- Are included in the Cost Recovery Fee calculations

The State will work with Verizon Wireless to develop a communications plan to notify all eligible Subscribing Entity's of the new discounts and plans available under this Agreement.

Verizon Wireless will increase the discounts on existing Subscribing Entity's within thirty (30) days from the execution date of the Agreement.

In order to change a rate plan on existing services, the Subscribing Entity will need to submit a TSR request.

Verizon Wireless is not responsible for any obligations State of Ohio may have to other service providers. Verizon Wireless will not issue credits to compensate for any difference between previously authorized discounts and discounts provided herein prior to TSR request submitted by the Subscribing Entity.

9. Cost Recovery - On a quarterly basis, Verizon Wireless will provide the following data to the DAS in the form of a state level recap and a recap for each Subscribing Entity:

- Total dollar amount invoiced for services to include all usage and features
- Number of minutes invoiced for usage
- Total dollar amount invoiced/purchased for devices and accessories
- Total dollar amount invoiced for additional services, recapped by service
- Total dollar amount of late payment fees
- Total dollar amount of invoiced adjustments
- Grand total dollar amount invoiced
- Grand total dollar amount invoiced less late payment fees and surcharges (Note: Cost recovery amount will be based on this total).

Verizon Wireless and DAS Information Technology Service Delivery will mutually agree upon an electronic file format for reporting details.

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10. Monthly Inventory/ Usage Report: Verizon Wireless will provide the State with an inventory of lines and usage for all Subscribing Entities. The report will be provided electronically in Microsoft Excel format or some other mutually acceptable format. The following table provides a sample of the data that will be provided under this report. Additional fields may be added or fields deleted in the report if applicable and mutually agreed upon.

Field	Description
Rpt Bus Nm	Report Business Name
Level	Branch Level
Ecpd Profile Nm	ECPD Profile Name
Acct Num	Account Number
Mtn	Mobile Telephone Number
Upgrade Dt	Upgrade Date
Cntrct End Dt	Contract End Date
Prod Nm	Product Name
Esn Num	ESN Number
Pplan Cd	Price Plan Code
Pplan Desc	Price Plan Description
Access Amt	Access Amount
Billed Access Amt	Billed Access Amount
Nm First	First Name
Nm Last	Last Name
Bus Nm	Business Name
Addr Line1	Address Line 1
Addr Line2	Address Line 2
Addr Line3	Address Line 3
City Nm	City Name
State Cd	State Code
Zip5 Cd	Zip Code
Cycle Dt	Bill Cycle Date
Allow Min	Allowance Minutes
Tot Ld Amt	Total Long Distance Amount
Tot Ld Mou	Total Long Distance Minutes of Use
Data Usg Amt	Data Usage Amount
Data Access Amt	Data Access Amount
Data Mou	Data Minutes of Use
Data Kbu	Data Kilobytes of Use
Eqp Amt	Equipment Amount
Voice Usg Amt	Voice Usage Amount
Voice Feat Amt	Voice Feature Amount
Data Feat Amt	Data Feature Amount
Tot Feat Amt	Total Feature Amount
Dir 411 Amt	411 Directory Assistance Amount
Pk Mou	Peak Minutes of Use
Off Pk Mou	Off Peak Minutes of Use
Mtm Mou	Mobile to Mobile Minutes of Use
Tot Mou	Total Minutes of Use

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Tot Roam Mou	Total Roam Minutes of Use
Voice Roam Amt	Voice Roam Amount
Data Roam Amt	Data Roam Amount
Tot Roam Amt	Total Roam Amount
Voice Roam Glbl Amt	Voice Roam Global Amount
Data Roam Glbl Amt	Data Roam Global Amount
Tot Glbl Roam Amt	Total Global Roam Amount
Ptt Mou	Push to Talk Minutes of Use
Ld Local Amt	Long Distance Local Amount
Ld Local Mou	Long Distance Local Minutes of Use
Ld Roam Amt	Long Distance Roam Amount
Ld Roam Mou	Long Distance Roam Minutes of Use
Ld Intl Amt	Long Distance International Amount
Ld Intl Mou	Long Distance International Minutes of Use
Tot Tax Surchg Amt	Total Tax and Surcharge Amount
Tot Est Chg	Total Estimated Charges

11. Additional Fees and Surcharges –

Subscribing Entity will be responsible for all fees, surcharges and customer usage regardless of type. Understanding that the Subscribing Entity will be the customer of record and Verizon Wireless will re-bill the Subscribing Entity for all services used under the scope of the final agreement between both parties, the Subscribing Entity agrees to assume full responsibility for payment to Verizon Wireless of all commercial voice and data services used and billed by Government Subscribers. Such services include, but are not limited to: 411 Search®, Get it Now download applications, premium TXT - TXT/PIX messaging, pay-as-you-go usage, international long distance, roaming charges, toll charges. These and other such additional optional services and features may not be discounted.

Verizon Wireless will pass through surcharges and fees to the Subscribing Entity provided that such fees and surcharges are identified on the invoice under a separate line item; the fees and surcharges are not otherwise waived by Verizon Wireless either under this Service Attachment or the Agreement,; or is the type of fee or surcharge that a Subscribing Entity is not exempt from paying.

Such fees and surcharges charged to a Subscribing Entity may include (but are not limited to) the following:

- Regulatory charge
- Federal Universal Service Fee

The following fees will be waived under this Service Attachment:

- Non-recurring Verizon Wireless Fees
- Termination Fees