

**AMENDMENT 2  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

This is Amendment 2 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 change the discount off monthly access charge of any generally available Verizon Wireless voice or data calling plan with a monthly access of fee of \$34.99 or higher that does not prohibit discounts, described in Section 5 Fee Structure of Service Attachment 1 of the Agreement, from nineteen (19%) to a range of nineteen (19%) to twenty-three (23%) percent;

WHEREAS, the Vendor desires to add the Enterprise Messaging plan as attached hereto;

WHEREAS, the Vendor desires to add the State of Ohio Regional Flat Rate Plan as attached hereto;

WHEREAS, the Vendor desires to amend Fee Structure Option 2 – Custom State of Ohio Plans - Voice Only Plan with Optional Share Plans (*Nationwide Footprint*) and Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) Plans (*Nationwide Footprint*) as attached hereto;

WHEREAS, the Vendor desires to add the Mobile Learning Devices – State of Ohio Custom Email plan 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 of Ohio Global Custom Voice and Data Bundle Plans as attached hereto;

WHEREAS, the Vendor desires to amend Fee Structure Option 2 – Custom State of Ohio – Push to Talk Only Plan as attached hereto;

WHEREAS, the Vendor desires to add the State of Ohio Custom Text Messaging Plan as attached hereto;

**AMENDMENT 2  
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.

**CELLCO PARTNERSHIP  
DBA VERIZON WIRELESS**

  
\_\_\_\_\_  
Signature

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

Executive Director - Enterprise &  
Government Contracts

\_\_\_\_\_  
Title

6/2/2011  
\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Signature

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

State CIO and Asst. Director  
\_\_\_\_\_  
Title

6-27-11  
\_\_\_\_\_  
Effective Date

**AMENDMENT 2**  
**TO SERVICE ATTACHMENT 1**  
**TO THE MASTER SERVICE AGREEMENT**  
**WIRELESS VOICE AND DATA SERVICES**

1. Enterprise Messaging is added to Service Attachment 1, Dated August 6, 2009.

<b>Enterprise Messaging</b>		
<b>Enterprise Messaging is NOT eligible for monthly access fee discounts</b>		
<b>Messaging Allowance</b>	<b>Enterprise Messaging Monthly Access</b> (standard text messaging rates apply for Recipient)	<b>Per Message After Allowance</b>
100,000	\$200.00	\$0.02
Unlimited	\$500.00	N/A

**1. ENTERPRISE MESSAGING:** In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

**2. REQUIREMENTS AND RESTRICTIONS:** Enterprise Messaging is only available to Customers that have a valid Agreement with at least one hundred (100) active Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers and Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines ([www.mmaglobal.com](http://www.mmaglobal.com)) Customer can use compatible, properly configured SNPP, WCTP, XML and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content ([www.verizon.com/contentpolicy](http://www.verizon.com/contentpolicy)) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

**3. LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

**4. CUSTOMER'S ENTERPRISE MESSAGING CONTACT:** Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

**5. PILOT MOBILE PHONE:** Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

**AMENDMENT 2**  
**TO SERVICE ATTACHMENT 1**  
**TO THE MASTER SERVICE AGREEMENT**  
**WIRELESS VOICE AND DATA SERVICES**

**6. IP ADDRESSES:** Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

**7. TERMINATION OF SERVICE:** VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AMENDMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Amendment or the Master Service Agreement for Wireless Voice and Data Services, effective August 6, 2009 between the Department of Administrative Services on behalf of the State of Ohio and Cellco Partnership d/b/a Verizon Wireless.; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Amendment; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Amendment; or (f) operational or other governmental reasons.

**8. DISCLAIMER AND LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

**9. INDEMNIFICATION:** Shall be as provided in Section 2.1 of the Agreement dated August 6, 2009.

**10. NO RESELLING:** Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

**11. SUBJECT TO CUSTOMER'S MASTER SERVICE AGREEMENT:** These terms supplement the Master Service Agreement for Wireless Voice and Data Services, effective August 6, 2009 between the Department of Administrative Services on behalf of the State of Ohio and Cellco Partnership d/b/a Verizon Wireless. as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. The terms and conditions of Section 1, Enterprise Messaging, of Amendment 2 specifically apply to the Customer's use of Enterprise Messaging. All terms and conditions of the Master Service Agreement apply except as modified herein.

**AMENDMENT 2  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

2. State of Ohio Flat Rate Plan is added to Service Attachment 1, Dated August 6, 2009.

<b>State of Ohio Regional Flat Rate Plan</b>					
<b>The State of Ohio Regional Flat Rate Calling Plan is not eligible for monthly access fee discounts</b>					
Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Long Distance)	Verizon Wireless Long Distance	Home Calling Area*
\$4.99	0	\$0.07	\$0.50	Included for Domestic Long Distance Calls Made from Home Calling Area	State of Ohio
<b>Subscribers may choose the following options for an additional fee</b>					
<b>500 Mobile to Mobile Calling Minutes</b>			\$5.00 additional monthly access fee per line		
<b>1000 Mobile to Mobile Calling Minutes</b>			\$10.00 additional monthly access fee per line		
<b>500 Night and Weekend Minutes</b>			\$5.00 additional monthly access fee per line		
<b>1000 Night and Weekend Minutes</b>			\$10.00 additional monthly access fee per line		
<b>Unlimited Blackberry/PDA Data Feature</b>			\$44.99		
<b>Unlimited Blackberry/PDA Data Feature less 20% Discount</b>			\$35.99		
<p><b>Note:</b> * This plan includes a home airtime area that encompasses the State of Ohio only. See <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for important information about calling plans, features and options. Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), <i>Get it Now</i>, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.</p>					

**AMENDMENT 2**  
**TO SERVICE ATTACHMENT 1**  
**TO THE MASTER SERVICE AGREEMENT**  
**WIRELESS VOICE AND DATA SERVICES**

3. Section 5 Fee Structure, Pages 6 and 7, "Custom State of Ohio Plans - Voice Only Plan with Optional Share Plans (*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 Share Plans (<i>Nationwide Footprint</i>)</b>						
<b>Description</b>	<b>State of Ohio 400 Voice Only</b>	<b>State of Ohio 400 Voice Only Share Plan</b>	<b>State of Ohio 600 Voice Only</b>	<b>State of Ohio Voice Only 600 Share Plan</b>	<b>State of Ohio 1,000 Voice Only</b>	<b>State of Ohio 1,000 Voice Only Share Plan</b>
Gross Access	\$35.88	\$38.45	\$52.55	\$55.12	\$67.94	\$70.50
<b>Monthly Access less 19% discount</b>	<b>\$29.06</b>	<b>\$31.14</b>	<b>\$42.57</b>	<b>\$44.65</b>	<b>\$55.03</b>	<b>\$57.11</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

<b>Custom State of Ohio Bundle Plans – Voice with Data (Blackberry/PDA) Plans (<i>Nationwide Footprint</i>)</b>							
<b>Description</b>	<b>State 400 Bundle</b>	<b>State 400 Bundle Share</b>	<b>State 600 Bundle</b>	<b>State 600 Bundle Share</b>	<b>State 1,000 Bundle</b>	<b>State 1,000 Bundle Share</b>	<b>State of Ohio Data- Only</b>
Gross Access	\$72.49	\$74.99	\$88.74	\$91.24	\$103.74	\$106.24	\$47.49
<b>Monthly Access less 23% discount</b>	<b>\$55.82</b>	<b>\$57.74</b>	<b>\$68.33</b>	<b>\$70.25</b>	<b>\$79.88</b>	<b>\$81.80</b>	<b>\$36.57</b>
Monthly Airtime Allowance	400	400	600	600	1000	1000	N/A
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.12

**AMENDMENT 2  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

4. Mobile Learning Devices – State of Ohio Custom Email Plan is added to Service Attachment 1, Dated August 6, 2009.

<b>Mobile Learning Devices: Government Subscribers Only State of Ohio Custom Email</b>	
<b>Compatible with server based email solutions and Windows based PDA smartphone devices The Mobile Broadband Plans are eligible for monthly access fee discounts.</b>	
	<b>Stand-Alone Data Plan</b>
<b>Monthly Access Fee</b>	\$38.45
<b>Monthly Access Fee less 19% Discount</b>	\$31.14
<b>MB Allowance</b>	50 MB
<b>Rate After Allowance</b>	\$0.005 Per KB (\$5.12/MB)
<b>NationalAccess Roaming</b>	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
<b>Per Minute Rate†</b>	\$0.25 per minute
<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 attached Calling Plan and Feature Details for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. This plan is not eligible to participate in Friends &amp; Family. Customer must be an educational institution in order to qualify for this plan. Should the subscriber not be an educational institution, Verizon Wireless reserves the right to migrate the subscriber to the BlackBerry®/PDA Calling Plan for Government Subscribers.</p>	

**AMENDMENT 2  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

5. Page 2, "Custom Public Safety Mobile Broadband Plan", of Amendment 1 to Service Attachment 1 and Page 7, "Custom State of Ohio – Mobile Broadband Access (Nationwide Footprint) of Service Attachment 1 to the Master Service Agreement, Dated August 6, 2009, are deleted in their 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†</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. † 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.</p>	

Please note that Verizon Wireless will automatically migrate all current subscribers on the Unlimited and 5 GB Mobile Broadband Plans to the State of Ohio Custom Mobile Broadband Plan. Current State of Ohio Subscribers will not need to submit the request through the automated TSR system. This update will be done within sixty (60) days after the Amendment is fully executed. Please note that failure to meet the sixty (60) day target will not result in a penalty of any kind.

**AMENDMENT 2**  
**TO SERVICE ATTACHMENT 1**  
**TO THE MASTER SERVICE AGREEMENT**  
**WIRELESS VOICE AND DATA SERVICES**

6. State of Ohio Global Custom Voice and Data Bundle Plans are added to Service Attachment 1, Dated August 6, 2009.

<b>State of Ohio Global Custom Voice and Data Bundle Plans - State of Ohio Government Subscribers</b>							
The State of Ohio Voice and Data Bundle Plans have been discounted and are not eligible for additional monthly access fee discounts.							
	Government 400 Global Voice and Data Plan	Government 400 Global Voice and Data Share Plan <sup>1</sup>	Government 600 Global Voice and Data Plan	Government 600 Global Voice and Data Share Plan <sup>1</sup>	Government 1000 Global Voice and Data Plan	Government 1000 Global Voice and Data Share Plan <sup>1</sup>	State of Ohio Government Data-Only Global
<b>Standard Monthly Access</b>	\$92.49	\$94.99	\$108.74	\$111.24	\$123.74	\$126.24	\$67.49
<b>Monthly Access Fee Discount Less 23% Discount</b>	\$71.22	\$73.14	\$83.73	\$85.65	\$95.28	\$97.20	\$51.97
<b>Anytime Minutes</b>	400	400	600	600	1000	1000	N/A
<b>Friends &amp; Family (Up to 10 numbers)</b>	Included up to 10 numbers per account (not per user)						N/A
<b>Overage Rate</b>	\$0.25 per minute						\$0.12
<b>Mobile to Mobile Minutes</b>	Unlimited						Unlimited
<b>Night and Weekend Minutes</b>	Unlimited						N/A
<b>Domestic Long Distance</b>	Included						Included
<b>Domestic Text Messages<sup>†</sup></b>	Unlimited						Unlimited
<b>Global MB Allowance</b>	Unlimited						Unlimited
<b>Tethered Modem</b>	\$10.00 additional monthly charge						
<p><b>Notes:</b> These plans include a home airtime area that encompasses the Verizon Wireless Nationwide network. Our Nationwide network includes Verizon Wireless' network and the network of select roaming partners. Please see Nationwide map below for more information. See <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for important information about calling plans, features and options. <sup>†</sup>Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages. A data plan or feature is required to use a BlackBerry device.. 1-Share Option: Sharing on these calling plans is for voice anytime minutes only. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage.</p> <p>*Mobile Broadband Connect (Tethered Modem Capability) 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<sup>®</sup> is not supported with Mobile Broadband Connect.</p> <p><sup>†</sup> Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages. A data plan or feature is required to use a BlackBerry device. Employee Subscribers of the State of Ohio are not eligible to select these rate plans.</p>							

**AMENDMENT 2**  
**TO SERVICE ATTACHMENT 1**  
**TO THE MASTER SERVICE AGREEMENT**  
**WIRELESS VOICE AND DATA SERVICES**

7. Section 5 Fee Structure, Page 7, "Custom State of Ohio - Push to Talk Only Plan", of Service Attachment 1, Dated August 6, 2009., is deleted in its entirety and replaced with the following:

<b>Custom State of Ohio - Push to Talk Only Plan (Not eligible for any further discounts) (Nationwide Footprint)</b>	
<b>Description</b>	<b>State of Ohio Push to Talk Only Plan</b>
Monthly Access	\$19.99
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). **Note:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See [www.verizonwireless.com](http://www.verizonwireless.com) for important information about calling plans, features and options. Push to Talk terms and conditions apply. \*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). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. \*Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

**AMENDMENT 2  
TO SERVICE ATTACHMENT 1  
TO THE MASTER SERVICE AGREEMENT  
WIRELESS VOICE AND DATA SERVICES**

8. State of Ohio Custom Text Messaging Plan is added to Service Attachment 1, Dated August 6, 2009.

	Optional Feature Access Fee	Included Domestic Text Messages	Overage Rate
<b>Text Messages</b>	\$2.99	100	\$0.10 per message/ per address/sent or received
	Picture and Video messages will be billed at the prevailing rate of \$0.25 per picture/video message, per address.		