

**SERVICE ATTACHMENT 2
TO THE
MASTER SERVICE AGREEMENT
TELEMETRY 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 2 – Telemetry Services
2. As of the Effective Date of this Service Attachment, the following Amendment to the Agreement for Wireless Services dated May 24, 2004 will no longer be in effect:
 - Amendment 7 – Add Telemetry Plans effective November 21, 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**

**Department of
Administrative Services**

Marni Walden
Signature

H. Samuel O'Neil
Signature

Marni Walden
Printed Name

H. Samuel O'Neil
Printed Name

Area President
Title

State CFO
Title

Date

8/6/09
Effective Date

22-3372889
Federal Tax ID



Terms and Conditions

Service Overview – The terms and conditions on this Service Attachment specifically apply to Subscribing Entity(s) Telemetry Units, as defined below. All terms and conditions of the Agreement apply to Telemetry Units except as modified below.

Description of Service – Telemetry rate plans are designed to meet the needs of fixed telemetry and mobile asset management segments and are intended for primarily machine to machine use.

Standard Service Features – The following Service Features are standard and will be included at no charge on the Telemetry Plans:

Caller ID
 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

Optional Service Features – None Available

Fee Structure – This section provides information regarding the fee structure for each Telemetry option available under this Service Attachment.

Telemetry Attainment Tier and Discounts							
Telemetry Monthly Access Fee Discount	<input type="checkbox"/> 8%	<input checked="" type="checkbox"/> 10%	<input type="checkbox"/> 11%	<input type="checkbox"/> 13%	<input type="checkbox"/> 15%	<input type="checkbox"/> 17%	<input type="checkbox"/> 18%
Telemetry Attainment Tiers	5-99	100 - 499	500 - 999	1,000 - 4,999	5,000 - 9,999	10,000 - 14,999	15,000 +

Mobile Broadband Telemetry Megabyte Plans					
The Mobile Broadband/NationalAccess Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.					
Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$8.99	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$10.99	2 MB				
\$12.99	3 MB				
\$14.99	4 MB				
\$16.99	5 MB				
\$19.99	10 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$29.99	25 MB				
\$39.99	50 MB				
\$49.99	250 MB				
\$59.99	1 GB				
\$99.99	5 GB				

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Mobile Broadband Telemetry Megabyte SharePlans					
The Mobile Broadband /NationalAccess Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.					
Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$10.99	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$12.99	2 MB				
\$18.99	5 MB				
\$34.99	25 MB				
\$39.99	50 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$49.99	250 MB				
\$59.99	1 GB				
\$99.99	5 GB				

Digital Minutes of Use Telemetry Plans:

The Minutes of Use Telemetry plans are NOT eligible for Telemetry Monthly Access Fee Discounts.

Digital Minutes of Use Telemetry Plan - Option 1

Telemetry Units ²	Monthly Access Fee	On-Net Anytime Allowance	On-Net Rate Per Minute ¹ /Overage (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off- Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off- Peak)
50 - 499	\$11.00	45 Minutes	\$0.45 Peak/\$0.20 Off- Peak	\$0.69 domestic roaming	\$0.20
500 - 999	\$10.00				
1,000 - 4,999	\$ 9.00				
5,000 - 9,999	\$ 8.00				
10,000 +	\$ 7.00				

Digital Minutes of Use Telemetry Plan - Option 2

Telemetry Units ²	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute ¹ /Overage (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off- Net LD Included]	On-Net Long Distance Rate per Minute (Peak/Off-Peak)
50 - 499	\$11.00	60 Minutes	\$0.45 Peak/\$0.20 Off- Peak	\$0.69 domestic roaming	\$0.20
500 - 999	\$10.00				
1,000 - 4,999	\$ 9.00				
5,000 - 9,999	\$ 8.00				
10,000 +	\$ 7.00				

Note: ¹On-Net rates apply when on Verizon Wireless' digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls.

²The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Subscribing Entity's Telemetry Units but are not subject to further access fee discounts based on Telemetry Attainment Tier.

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Terms and Conditions –

1. Definitions

- a. **Telemetry Equipment:** Equipment used by Subscribing Entity in conjunction with Wireless Service primarily for machine-to-machine use. .
- b. **Telemetry Unit or “Unit”:** A line of service whose account is set up in Subscribing Entity's name for which Subscribing Entity bears payment responsibility that is activated on a telemetry calling plan and is intended for machine-to-machine data transmissions only.
- c. **Charges**
 - Fixed Percentage Discounts and Rates. Except as expressly stated otherwise in this Agreement, the percentage discount for Telemetry Service is fixed for the Term of the Agreement and any renewal, but Verizon Wireless may modify the underlying rate to which the percentage discount is applied for new services.
 - The monthly recurring access charge 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.
- d. **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.
- e. **Plan Changes**

A Subscribing Entity may change rate plans for telemetry services at any time to any plan option as described in this Service Attachment without incurring a fee or charge for making the change.
- f. **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.
- g. **Coverage Maps**

Plan coverage areas for telemetry 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>

2. **Attainment Tier -** Telemetry Units do not count towards any voice/non-Telemetry data (“Data”) line attainment and/or revenue commitment under this or any other Agreement, nor do voice/Data lines under this or any other Agreement apply toward the Telemetry Attainment Tier.

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- 3. Sharing** - Sharing is available only among Subscribing Entity to the Mobile Broadband Telemetry Megabyte SharePlans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period. Subscribing Entity must maintain a minimum of one hundred (100) Telemetry Units choosing a Mobile Broadband Telemetry Megabyte SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the Mobile Broadband Telemetry Megabyte SharePlans and migrate existing Telemetry Units to the Mobile Broadband Telemetry Megabyte Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.
- 4. Equipment** - Subscribing Entity may use their own Telemetry Equipment provided it is on the Verizon Wireless approved device list at the time of activation. The Subscribing Entity will be responsible for any hardware and/or software modifications to ensure Telemetry Equipment functions on and is compatible with the Verizon Wireless network, as verified by Verizon Wireless.
- 5. Equipment Discounts** - There are no discounts offered for the purchase of Telemetry Equipment
- 6. 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

- 7. 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

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- 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.

8. Monthly Inventory 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 Usq 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

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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
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

9. Additional Information –

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

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The following fees will be waived under this Service Attachment:

- Non-recurring Verizon Wireless Fees
- Termination Fees

In certain circumstances additional charges may apply. For example:

- While Verizon Wireless does not charge customers for standard equipment delivery terms, there may be charges associated with rush orders or expedited deliveries requested by a Subscribing Entity.
- The Ohio Public Utilities Commission has created a new Ohio Telecommunications Relay Service (TRS) assessment on telecommunication providers. To recover the cost of paying this assessment, Verizon Wireless will begin applying a surcharge of \$0.03 for each mobile telephone number. This surcharge will appear in the Other Charges and Credits section of your bill, labeled OH TRS Surcharge.

Prices listed do not include any applicable fees and surcharges, which are subject to change without notice.

An Applicable Fee or Surcharge is one that:

- 1- Applies to the type of service that is being invoiced;
- 2- Applies to the customer being invoiced; and
- 3- Has not been specifically waived as it relates to the customer that is being invoiced.