7600 Montpelier Road

Laurel, Maryland 20723

1-800-561-6227

http://www.verizonwireless.com/government

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

General Services Administration, Federal Supply Service

Cellular/PCS Voice Services

Contract Number:	GS-35F-0119P
Period Covered by Contract:	December 03, 2003 through December 02, 2008
Modification:	12
Special Item No. 132-53 Wireless Services (FPDS Code D304):	Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.

Verizon Wireless has provided service to the Federal sector for over 20 years. We have a dedicated National Government Sales Organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation have assisted in expediting and facilitating wireless solutions for the government customer.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia and Hawaii.

2. Contractor's Ordering Address and Payment Information:

Ordering Address:	Payment for Voice/Data
Verizon Wireless	Verizon Wireless
Government Support Center	P.O. Box 17464
7600 Montpelier Road	Baltimore, MD 21297-1464
Laurel, MD 20723	

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

1. VERIZON WIRELESS OVERVIEW

Verizon Wireless owns and operates the nation's most reliable wireless network. Headquartered in Basking Ridge, NJ, Verizon Wireless is a joint venture of Verizon Communications (NYSE:VZ) and Vodafone (NYSE and LSE: VOD). A leader in wireless voice and data services, the company:

- built the nation's first wide-area wireless broadband network
- delivered the nation's first wireless consumer 3G multimedia service
- launched the most comprehensive mobile music service in the world
- has the highest customer loyalty in the industry based on lowest-in-industry churn

Facts-at-a-Glance

- Wireless Phone Customers – 65.7 Million
- Employee Population – 69,000
- Annual Revenue 2006 – $43.9 Billion (USD)
- U.S. Market Coverage – 49 of Top 50; 98 of Top 100
- Company Operated Stores and Kiosks – 2,400
- Digital Network Technology – Code Division Multiple Access [CDMA]
- Nation's largest high-speed wireless broadband network
- 170+ switching centers ensure reliable and consistent call quality.
- Headquarters –Basking Ridge, NJ
- We utilize Code Division Multiple Access (CDMA) digital technology to provide high network reliability and consistent call quality.
- Numerous backup power generators keep the Verizon Wireless network operating in times of crisis.
- BroadbandAccess, Verizon Wireless' ultra-high-speed data-only network, provides users with average speeds between 400-700 Kbps, capable of bursts up to 2 Mbps. BroadbandAccess currently is available to more than 202 million people in 242 major metropolitan areas and 180 primary airports and is expanding coast to coast.
- Verizon Wireless was the first U.S. wireless carrier to roll out a national high-speed wireless data network with a sizeable third-generation (3G) footprint. Our 1xRTT NationalAccess is available in thousands of cities and towns across the nation, from Hawaii to Maine.
- Verizon Wireless was the first wireless carrier to offer downloadable applications directly onto phones.
- TXT Messaging, Verizon Wireless' two-way short messaging service, is available nationwide.
- Customer Service representatives take ownership of customer issues to deliver quick resolution.

Verizon Wireless' Network

Verizon Wireless provides 800 and 1900 MHz CDMA digital voice and data services, 1xRTT NationalAccess, EV-DO BroadbandAccess, and 800 MHz Advanced Mobile Phone System (AMPS) analog service. The combination of a digital and analog network gives Verizon Wireless the ability to provide subscribers with coverage in parts of the country that some competing national carriers have yet to build out. Verizon Wireless continues to invest significantly to expand and enhance its premier network. Since 2000, Verizon Wireless has invested nearly $5 billion in our nationwide network each year.

Verizon Wireless has chosen to invest in CDMA technology to meet our client needs. CDMA digital technology provides reliable and consistent call quality and connectivity. Verizon Wireless uses dual encoding systems to convert analog voice to digital signals. The digital signals are then coded into packets and sent across our spread-spectrum network. Spread spectrum is a technique that spreads the individual digital packets across numerous frequencies. The advantages of spread spectrum CDMA are efficiency and security. Because the digital packets can share the same bandwidth and time, individual cells can handle many more calls than a traditional analog network. The random assignment of packets to different frequencies prevents

eavesdropping and creates a highly secure network. CDMA service also virtually eliminates static and cross-talk. Dropped calls are also reduced by our "soft hand-off" capability that ensures a traveling caller is not dropped from one cell before a connection is completed to a new cell.

Verizon Wireless was the first U.S. wireless carrier to roll out a national high-speed wireless data network. Today our sizeable 3G footprint supports voice and data in the same spectrum. Based on 1xRTT technology, our 3G NationalAccess allows customers fast access to the Internet in over 1,000 cities and towns nationwide. When outside the National Enhanced Services Area, backward compatibility allows customers to access data services on our Quick 2 Net℠ circuit-switched connection. Verizon Wireless continues to leverage its scale and synergies through network infrastructure expansion to accelerate the current deployment of CDMA service and 3G services, including EV-DO (BroadbandAccess).

Verizon Wireless is moving toward another milestone in its wireless broadband data service. Throughout 2007, the EV-DO network is being enhanced with EV-DO Rev. A to deliver even faster data speeds and greater efficiencies for Web browsing and accessing your STATE intranet and email higher system capacity required for next-generation wireless services.

- Faster downloads – typical speeds of 450-800Kbps (bursts up to 3.1 Mbps).*
- Faster uploads – typical speeds of 300-400 Kbps (bursts up to 1.8 Mbps).*
- Lower latency – improved performance for many applications running over the wireless BroadbandAccess and NationalAccess service areas.

2. Service Rate Plans

Activation Fees and Early Termination Fees are waived for Federal Supply Schedule Subscribers

America's Choice℠ for Business Plans: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
Discounted Monthly Access Fee	$27.99	$40.99	$52.99
Anytime Minutes	300	600	1000
Overage Rate	$0.25 per minute		
Nights and Weekends Minutes†	Unlimited		
IN Calling Minutes††	Unlimited		
Shared Minute Option	$2.00 (monthly access per subscriber in addition to standard monthly access fee)		

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for the Federal Government Calling Plan Map for details. †Nights and Weekends terms and conditions apply ††IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: 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. National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice.

Voice and Data Bundles for Business: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
	AC for Business 300 Voice & Data Bundle Plan	AC for Business 600 Voice & Data Bundle Plan	AC for Business 1000 Voice & Data Bundle Plan
Discounted Monthly Access Fee	$47.99	$60.99	$72.99
Anytime Minutes	300	600	1000
Overage Rate	$0.25 per minute		
Domestic MB Allowance	Unlimited		
Nights and Weekends Minutes†	Unlimited		
IN Calling Minutes††	Unlimited		
Domestic Text Messages	Unlimited		
NationalAccess Roaming	$0.002 per minute		
Global Email Unlimited MB Allowance	$16.00 (monthly access per subscriber in addition to standard monthly access fee)		
Shared Minute Option	$2.00 (monthly access per subscriber in addition to standard monthly access fee)		

Note: See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. †Nights and Weekends terms and conditions apply. ††IN Calling terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Sharing is available only among Government Subscribers choosing the Share Option. 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. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. 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.

BroadbandAccess Calling Plans: GSA-FSS SUBSCRIBERS ONLY	
A discount has been applied and this plan is not eligible for any further discounts.	
	Broadband Access Only
Discounted Monthly Access Fee	$42.99
Optional Feature Access Fee	N/A
Domestic MB Allowance	Unlimited
Overage Rate Per KB	n/a
National-Access Roaming	$0.002 per Kilobyte
Home Airtime/Min. Rate	$0.25
Roaming Airtime/Min. Rate†	$0.69
Domestic Long Distance[1]	Included

BlackBerry/PDA Calling Plans: GSA-FSS SUBSCRIBERS ONLY	
A discount has been applied and this plan is not eligible for any further discounts.	
	BlackBerry/PDA Calling Plan
Discounted Monthly Access Fee	$34.99
Domestic MB Allowance	Unlimited
Home Airtime/Min. Rate	$0.12
IN-Calling	Unlimited
Domestic Text Messages	Unlimited
Domestic Long Distance[1]	Included
Overage Rate Per KB	n/a
Global Email Unlimited MB Allowance	$16.00 (monthly access per subscriber in addition to standard monthly access fee)
National-Access Roaming	$0.002 per Kilobyte

NOTE: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. †††Long distance charges will apply when making or receiving calls outside the United States.

America's Choice℠ for Business II Calling Plans

A discount has been applied and this plan is not eligible for any further discounts.

Monthly Access Fee	$32.39	$48.59	$64.79	$80.99	$121.49
Monthly Access Fee With Share Option	$36.44	$52.64	$68.84	$85.04	$125.54
Home Airtime Minutes	450	900	1350	2000	4000
Overage Rate	$0.25 per minute				
Verizon Wireless Long Distance Rate	Included				
Push to Talk	Unlimited One to One and Group Calling ($8.10 additional monthly access fee per line)				
Subscribers may choose one of the following two options*					
Option 1 (No Additional Charge)	Unlimited IN Calling & Unlimited Nights and Weekends option*				
Nights and Weekends Minutes	Unlimited				
IN Calling Minutes	Unlimited				
Option 2 (No Additional Charge)	Additional Anytime Minutes & Unlimited IN Calling option*				
Additional Anytime Minutes	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	1000 (5000 total)
IN Calling Minutes	Unlimited				

Notes: Current America's Choice Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Subscriber may choose only one of the two option packages offered.

America's Choice℠ for Business II 200 Share Plan	
A discount has been applied and this plan is not eligible for any further discounts.	
Standard Monthly Access Fee	$28.34
Anytime Minutes	200
Overage Rate	$0.25 per minute
Nights and Weekends Minutes†	Unlimited
IN Calling Minutes††	Unlimited
Share Option (Non-National)	Included

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. †Nights and Weekends terms and conditions apply ††IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: 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. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National 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. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing.

America's Choice℠ for Business Share II 200 Push to Talk Plan: GSA FSS SUBCRIBERS ONLY	
A discount has been applied and this plan is not eligible for any further discounts.	
Standard Monthly Access Fee	$36.44
Anytime Minutes	200
One to One Push to Talk†	Unlimited
Overage Rate	$0.25 per minute
Nights and Weekends Minutes†	Unlimited
IN Calling Minutes††	Unlimited
Share Option (Non-National)	Included

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. †Push to Talk terms and conditions apply. ††Nights and Weekends terms and conditions apply †††IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: 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. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option. Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National 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. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing.

Voice and Data Choice Bundles for Business

A discount has been applied and this plan is not eligible for any further discounts.

	Core Choice for Business#	Extra Choice for Business#	Max Choice for Business#
Monthly Access Fee	$64.39	$88.79	$137.49
Monthly Access Fee With Share Option	$68.44	$92.84	$141.54
Home Airtime Minutes	450	1350	4000
Overage Rate	$0.25 per minute		
Verizon Wireless Long Distance	Included		
VZEmail Allowance	UNLIMITED		
NationalAccess Roaming	$0.002 per KB		
Subscribers may choose one of the following two options*			
Option 1 (No Additional Charge)	Unlimited IN Calling & Unlimited Nights and Weekends option*		
Nights and Weekends Minutes	Unlimited		
IN Calling Minutes	Unlimited		
Option 2 (No Additional Charge)	Additional Anytime Minutes & Unlimited IN Calling option*		
Additional Anytime Minutes	100 (550 total)	300 (1650 total)	1000 (5000 total)
IN-Calling Minutes	Unlimited		

Notes: Current America's Choice Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice and Data Choice Bundles for Business combine an America's Choice for Business calling plan with an Unlimited VZEmail Feature. Customers selecting Voice and Data Choice Bundles for Business will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages offered.

WIRELESS PRIORITY SERVICE (WPS) ACCESS

WPS Access Feature Initiation Fee	$0.00
WPS Access Monthly Access Charge	$0.00
WPS Access Per Minute Charge	$0.75

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

Verizon Wireless Field Force Manager

A discount has been applied and this plan is not eligible for any further discounts.

Optional Feature Access Fee - Basic*	$23.99 per user
Optional Feature Access Fee – Premium*	$39.99 per user

NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 and G'zOne Type V only. *Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher. Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

Verizon Wireless Fleet Administrator[sm]

A discount has already been applied as indicated herein and is not eligible for any further discount.	
Monthly Access Fee	$38.99
MB Allowance	2 MB
Overage Rate Per KB	$0.015

Note: Subject to the NationalAccess/BroadbandAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. TXT message terms and conditions apply.

NationalAccess: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem inactive when actually cached and not transferring data. Customer is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving service that result from Customer's Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.Fleet Administrator: Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purpose of installation/deinstallation of devices. After hours installation may be subject to an additional fee. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.

Government Secure Service Calling Plans

"Asynchronous Data" for secure calling is a required feature. It provides circuit-switched voice and data coverage over the Verizon Wireless's CDMA Network. This feature is available on QSec®-800 and QSec®-2700 phones.	$5.00 monthly access fee

QSec®-800 Available Area: Service is available in CDMA 800 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz Digital Service Area. Nationwide activation with local phone numbers.

QSec®-2700 Available Area: Service is available in CDMA 800 MHz and 1900 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz and 1900 MHz NationalAccess Service Area. Nationwide activation with local phone numbers.

Notes: Use of the service is subject to the terms and conditions of the Service Agreement. Verizon Wireless may make changes to the Service Agreement and or the Calling Plan, including, without limitation, changes to content, rates, business practices and policies at any time in accordance with the terms and conditions in the agreement. NSA approved and Verizon Wireless certified Type I secure wireless device required. Activation of government secure devices is available only to authorized users. SIP server provisioning may be required. Networks not available in all areas. Coverage, service and offers not available in all areas.

Government Secure Service Terms and Conditions: Activation of Government Secure Service for QSec®-800 and QSec®-2700 devices is available only with the activation of the "Asynchronous Data" feature. Networks not available in all areas. Rates based on use of phone as programmed with Verizon Wireless' current Preferred Roaming List (PRL). The International Dialing feature and procedures apply for calls to Puerto Rico and the U.S. Virgin Islands. Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to features. Monthly allowance minutes do not apply while roaming outside of the home airtime area. Automatic roaming may not be available in all areas and rates may vary for calls placed while roaming. Verizon Wireless long distance required. Long distance and roaming rates for international calls, where available, may vary. Calls placed while traveling outside the Verizon Wireless network may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime allowance minutes are not transferable. Unused airtime minutes are lost. Airtime is charged to toll-free numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press the "SEND" or "CONNECT" button, or upon connection to system. On incoming calls, charges may begin prior to the phone ringing and before you press "SEND" to receive the call. Charges end when the call or data session disconnect from system, which may be a few seconds after you press "END" or "DISCONNECT" button. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered.

Push to Talk Unlimited Calling Plans

A discount has been applied and this plan is not eligible for any further discounts.	
Monthly Access Fee	$32.39 (Unlimited One to One and Group Calling)
Regular Cellular Voice Allowance †	N/A

Notes: Current Push to Talk coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Regular incoming cellular voice calls are restricted and regular outgoing cellular voice calls are limited to calls to 611 and 911which may be placed anywhere in the America's Choice Rate and Coverage Area.

America's Choice℠ For Business Flat Rate Calling Plan

Not eligible for monthly access fee discounts.	
Standard Monthly Access Fee	$11.99
Home Airtime Minutes	0
Per Minute Rate	$0.25
Verizon Wireless Long Distance Rate†	Included

Notes: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls in CDMA countries, see International Roaming terms and conditions.

VZEmail Calling Plans (PDA/Smartphone and BlackBerry Solution)

A discount has been applied and this plan is not eligible for any further discounts.			
	PDA / Smartphone / BlackBerry Solution		GlobalEmail*
Monthly Access Fee	$29.99	$40.49	$56.69
Optional Feature Access Fee††	$24.99	$35.99	$51.99
MB Allowance	10 MB	Unlimited	Unlimited**
Overage Rate Per KB	$0.005	n/a	n/a
Wireless Sync or BlackBerry Solution	Included		
National-Access Roaming (International)	$0.002 per kilobyte (Canada)		$0.030 per kilobyte (beyond tier 1 countries)
Home Airtime Rate†††	$0.25 per minute		
Domestic Long Distance #	Included		

Notes: Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ††Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher. PDA/Smartphone Subscribers may also choose a $0.00 access fee feature with 0MB and $0.15 per KB overage (Wireless Sync not included, but can be added for $5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. †††Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee $0.002 per KB/ Canada, $0.020 per KB/ Western Europe, $0.030 per KB/ rest of the world. **GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit www.VerizonWireless.com for country tiers and listings.

VZAccess Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess)

A discount has been applied and this plan is not eligible for any further discounts.		
	NationalAccess / BroadbandAccess	GlobalAccess*
Monthly Access Fee	$48.59	$105.29
MB Allowance	Unlimited	Unlimited (U.S. and Canada)
NationalAccess Roaming (International)	$0.002 per Kilobyte**	$0.030 per kilobyte (beyond tier 1 countries)
Home Airtime Rate†	$0.25 per minute	
Domestic Long Distance	Included	

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB ($0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB ($0.030/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.

BroadbandAccess Connect Feature Plans

Eligible for monthly access fee discounts. Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Fee	MB Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	$10.00	Unlimited	$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data plan)	$24.00		

Notes: BroadbandAccess Connect is currently available on select voice and data devices, including the BlackBerry 7130, BlackBerry 7250, BlackBerry 8703, LG 9800, LG 8100, and provides BroadBandAccess/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 BroadbandAccess Connect. The LG 8100/ LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute. Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher.

NationalAccess Telemetry Plan

Monthly Access Fee	NationalAccess MB Allowance*	NationalAccess Overage Rate per kilobyte	On-Net Rate Per Minute[1] (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)
$7.50	2 MBs	$0.005	$0.45 Peak/$0.20 Off-Peak	$0.69 domestic roaming ($0.99 international roaming)	$0.20

Notes: [1]On-Net rates apply when off Verizon Wireless' NationalAccess, but still on Verizon Wireless' digital and/or analog network, subject to device capabilities. *Megabyte allowance and overage rate per kilobyte apply on Verizon Wireless' NationalAccess only, subject to device capabilities. For current NationalAccess service area, visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp. †Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and in Canada; long distance charges will apply when making or receiving calls outside the United States. Customer must maintain a minimum of five (5) active properly enrolled and coded, active and billable Government Subscriber Units in order to qualify for Telemetry Pricing and/or Monthly Access Fee Discounts. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with the calling plan selected. NationalAccess data usage is rounded to the next full kilobyte at the end of each bill cycle. Only total of kilobytes transmitted each billing cycle will appear on the bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours); Customer is responsible for all charges, including all data sent and received and "overhead" whether or not your company or its recipients actually receive data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

Definitions Bit – A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte – A byte is a unit of measure equal 8 bits. Kilobyte – A kilobyte is a unit of measure equal to 1,024 bytes. Megabytes – A megabyte is a unit of measure equal to 1,048,576 bytes or 1,024 kilobytes.

Digital Minutes of Use Telemetry Plan - Option 1

Telemetry Units[2]	Monthly Access Fee	On-Net Peak/Off Peak Per Allowance	On-Net Rate Per Minute[1] (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)
10,000 +	$7.00	45 Minutes	$0.45 Peak/$0.20 Off-Peak	$0.69	$0.20

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] (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)
10,000 +	$ 7.00	60 Minutes	$0.45 Peak/$0.20 Off-Peak	$0.69	$0.20

Note: [1]On-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. [2]The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Customer's Telemetry Units but are not subject to further access fee discounts based on Customer's Telemetry Attainment Tier. Available to Corporate Subscribers only. Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer $10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

PUBLIC SAFETY UNLIMITED NATIONALACCESS CALLING PLAN: FEDERAL SUPPLY SCHEDULE PRICE	
The Public Safety Unlimited NationalAccess Calling Plan is not eligible for any monthly access fee discounts.	
Standard Monthly Fee	$45.00
NationalAccess Allowance	Unlimited
Home Airtime Per Minute Rate [for data usage off the NationalAccess and (e.g., Quick 2 Net℠) and voice usage]	$0.25
Roaming Airtime Per Minute Rate† [for data usage off the NationalAccess (e.g., Quick 2 Net℠) and voice usage]	$0.69
Verizon Wireless Domestic Long Distance Rate	Included

Note: The home airtime rate area for the Unlimited NationalAccess Calling Plan includes the Verizon Wireless network and select preferred roaming carriers, please see the America's Choice Calling Plan Map for details. Verizon Wireless reserves the right to change Subscribers device software over the air without notice.

†Roaming, toll, and long distance charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. You will see 777-000-0001 in dialed digits column of bill for NationalAccess data sessions only.

For current NationalAccess service area, please visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess. NationalAccess Megabyte Calling Plans and NationalAccess Calling Plans may not be combined with the Unlimited NationalAccess and BroadbandAccess Optional Feature. NationalAccess data sessions automatically terminate after two (2) hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device, then NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours). Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

The Public Safety NationalAccess plan may only be used with wireless devices for public safety applications. Examples of such public safety applications are NLETS, TBIS, CAD, NCIC, short messaging and RMS as well as other transmission services such as in-house GPS, bar code reading, sending of still digital pictures, and wireless dispatch. The Public Safety NationalAccess plan may not be used for Internet access,, including web searches and heavy downloads. The Public Safety NationalAccess plan cannot be used as the backhaul for server devices or host computer applications. Examples of such prohibited uses include, without limitation, web camera posts or broadcasts, streaming video, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions, any other machine-to-machine applications. Data sessions on the Unlimited NationalAccess calling plan cannot be used as substitute for private lines or frame relay connections. MIP capable device, restricted Static IP address(es) and direct connection to the 1xRTT network are required. We reserve right to deny or terminate service, without notice, to anyone who uses the Public Safety NationalAccess plan in any manner prohibited or whose usage adversely impacts our network or service levels. You are responsible for maintaining virus protection when accessing the service. We also reserve right to terminate service upon expiration of the subscriber line Agreement. Your monthly bill will only reflect total kilobytes transmitted within the NationalAccess rate and coverage area.

America's Choice℠ Calling Plans: Federal Supply Schedule Price									
A discount has been applied and this plan is not eligible for any further discounts.									
Standard Monthly Access Fee	$28.34	$32.39	$40.49	$48.59	$64.79	$80.99	$121.49	$161.99	$242.99
Home Airtime Minutes	300	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	$0.45	$0.45	$0.40	$0.40	$0.35	$0.25	$0.25	$0.20	$0.20
Verizon Wireless Long Distance Rate†	Included (for Domestic calls made within the 50 States)								
Domestic and Canadian Roaming Airtime Rate†	$0.69 per minute (includes Domestic long distance charges)								

America's Choice℠ with Push to Talk Calling Plans: Federal Supply Schedule Price								
Standard Monthly Access Fee with Push to Talk*	$48.59	$56.69	$64.79	$80.99	$97.19	$137.69	$178.19	$259.19
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	$0.45	$0.40	$0.40	$0.35	$0.25	$0.25	$0.20	$0.20
Verizon Wireless Long Distance Rate†	Included							
Roaming Airtime Rate††	$0.69 per minute							

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details. * Monthly access fee includes unlimited one to one Push to Talk calling. Group calls are $0.15 per minute per individual user called. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

America's Choice℠ Business SharePlan with Push to Talk: Federal Supply Schedule Price					
Standard Monthly Access Fee with Push to Talk*	$52.64	$68.84	$85.04	$101.24	$141.74
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN Calling minutes†	1000				
Per Minute Rate (over allowance)	$0.25 per minute				
Unlimited Nights and Weekends††	Included				
Verizon Wireless Long Distance Rate	Included				
Roaming Airtime Rate †††	$0.69 per minute				

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details * Monthly access fee includes unlimited one to one Push to Talk calling. Group calls are $0.15 per minute per individual user called. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. ††Nights and Weekends terms and conditions apply. †††Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. SharePlan: Subscribers to the America's Choice Business SharePlan can share minutes among other Subscribers to America's Choice Business SharePlan on the same account. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or within groups of Verizon Wireless markets, as determined by VZW. Note that geographic regions may contain multiple Verizon Wireless markets. Shared home airtime minutes not used by an applicable Subscriber in a given monthly billing period will pass to other applicable Subscribers within the shared account group that have exceeded their shared home airtime minutes during that same monthly billing period. Only lines activated on an America's Choice Business SharePlan are eligible for Sharing; however, the individual lines need not all be activated at the same monthly access fee. International dialing, Directory Assistance, and features will be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination or expiration of the Agreement, Subscriber lines on America's Choice Business SharePlan will be migrated onto applicable retail consumer pricing or government pricing.

National SingleRate℠ Calling Plans: Federal Supply Schedule Price							
A discount has been applied and this plan is not eligible for any further discounts.							
Standard Monthly Access Fee	$28.35	$44.55	$60.75	$81.00	$121.50	$162.00	$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	$0.40	$0.35	$0.35	$0.25	$0.25	$0.20	$0.20
Roaming Airtime Rate†	Included throughout the 50 States ($0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate††	Included (for Domestic calls made within the 50 States)						

Note: National SingleRate home airtime rate and coverage area includes the 50 states. †Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. ††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States.

SingleRate℠ Canada: For an additional monthly fee of $10.00 per line, Subscribers to National SingleRate plans may purchase SingleRateCanada service that includes certain parts of Canada as part of the home airtime rate and coverage area. SingleRate Canada charges may be aggregated as part of the monthly access fee or listed as a separate charge, depending on the area in which the line is activated.

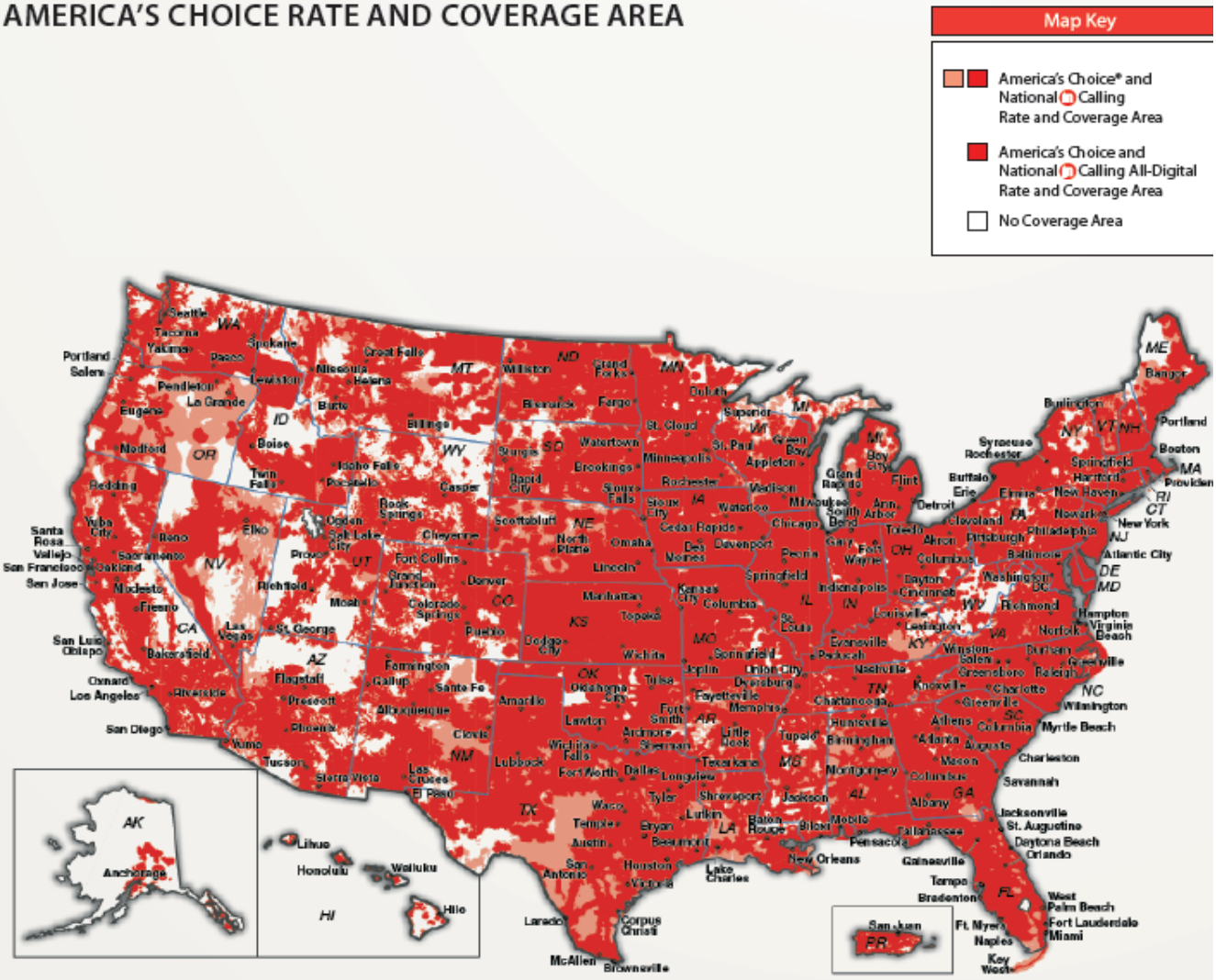
Calling Features

Calling Plan Features are not eligible for any additional discounts					
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 Connect℠‡ (Airtime and other charges may apply.)				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.					
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$7.99 (600 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$10.00 (Unlimited msgs. Included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address				
Enhanced TXT Downloads[3]	$0.99 per Monophonic TXT Download		$1.99 per Polyphonic or Graphic TXT Download		
Get Pix - Picture Messaging[4]	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)		
	$0.25 per additional message				
Mobile Web by VZW with MSN[5]	$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is $4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at $0.02 per message. Outbound messages over the included number of messages per month are charged at $0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. $6.95 (100 Included Messages)/$8.95 (200 Included Messages)/$12.95 (600 Included Messages)				
GSM International Roaming[6] Global Phone	Zone 1 Countries		$0.69/ minute		
	Zone 2 Countries		$1.99/ minute		
Verizon Wireless International Long Distance Value Plan	$3.99 plus applicable airtime and long distance charges				

[1]Only available on plans with $39.99 or higher Access Fee, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3]TXT Messaging terms and conditions apply. [4]Get Pix terms and conditions apply. [5]Mobile Web terms and conditions apply. [6]Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.

In Calling/America's Choice Home Airtime Rate and Coverage Area – Applies to America's Choice℠ for Business Plans Only

AMERICA'S CHOICE RATE AND COVERAGE AREA



Important Map Information:

These maps are not a guarantee of coverage and may contain areas with no service. These maps reflect 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 America's Choice® and Extended National Enhanced Services Rate and Coverage Areas include 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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NATIONAL ENHANCED SERVICES RATE AND COVERAGE AREA/BROADBANDACCESS RATE AND COVERAGE AREA WITH FUTURE REV. A COVERAGE.

Map Key

- Future BroadbandAccess Rev. A Coverage Area*
- BroadbandAccess Coverage Area
- National Enhanced Services Rate and Coverage Area (NationalAccess)
- Extended National Enhanced Services Rate and Coverage Areas (NationalAccess)
- National Enhanced Services not available

Service may not be available for certain devices throughout the Extended National Enhanced Services Rate and Coverage Areas. For a list of affected devices and their coverage area, see www.verizonwireless.com/datacoverage.

Important Map Information:

These maps are not a guarantee of coverage and may contain areas with no service. These maps reflect 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 Extended National Enhanced Services Rate and Coverage Areas include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.

* The patterned yellow areas of the above map depict markets where BroadbandAccess Rev. A is planned to be made available by March 31, 2007, and are subject to change without notice. These patterned yellow areas are not guarantees of future coverage in the depicted markets by any specific date.

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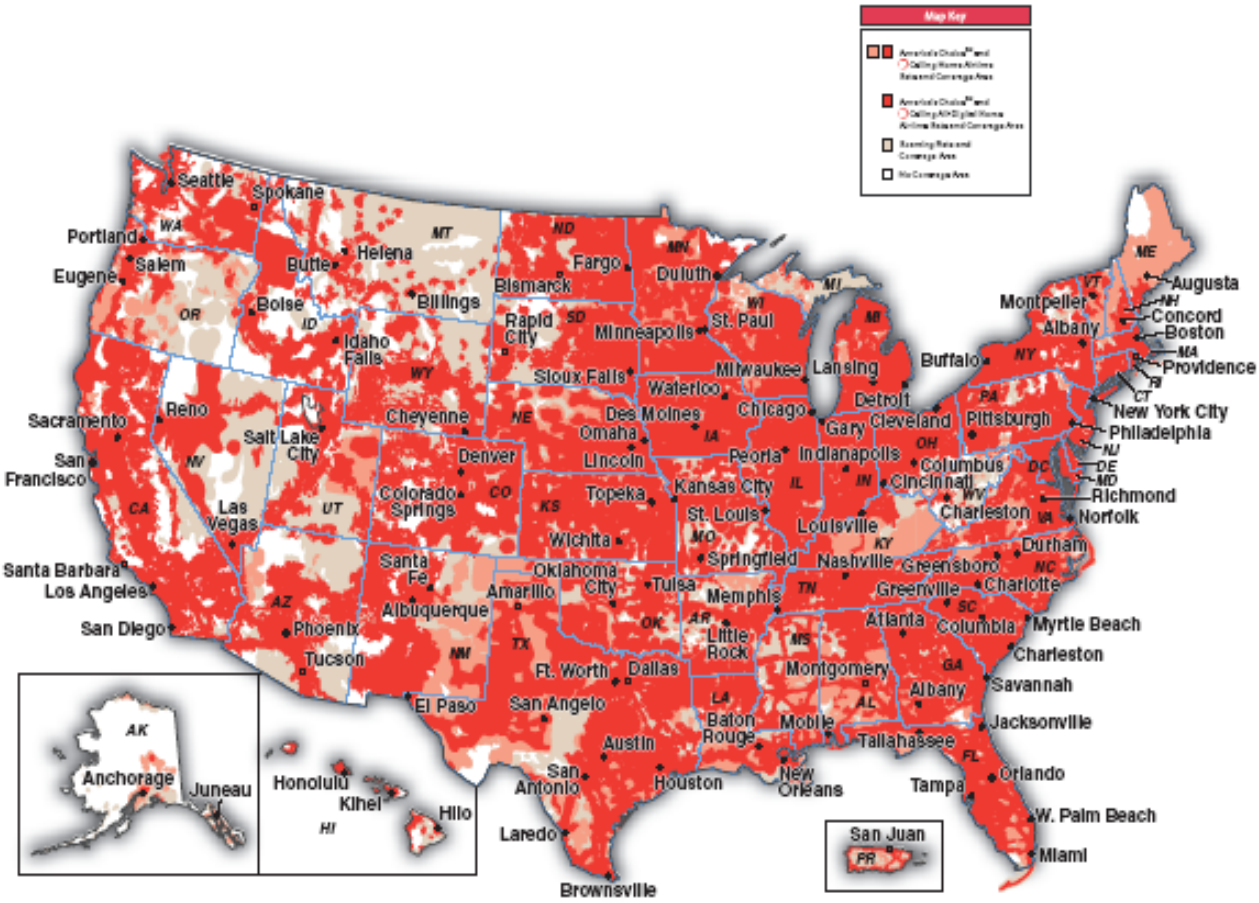
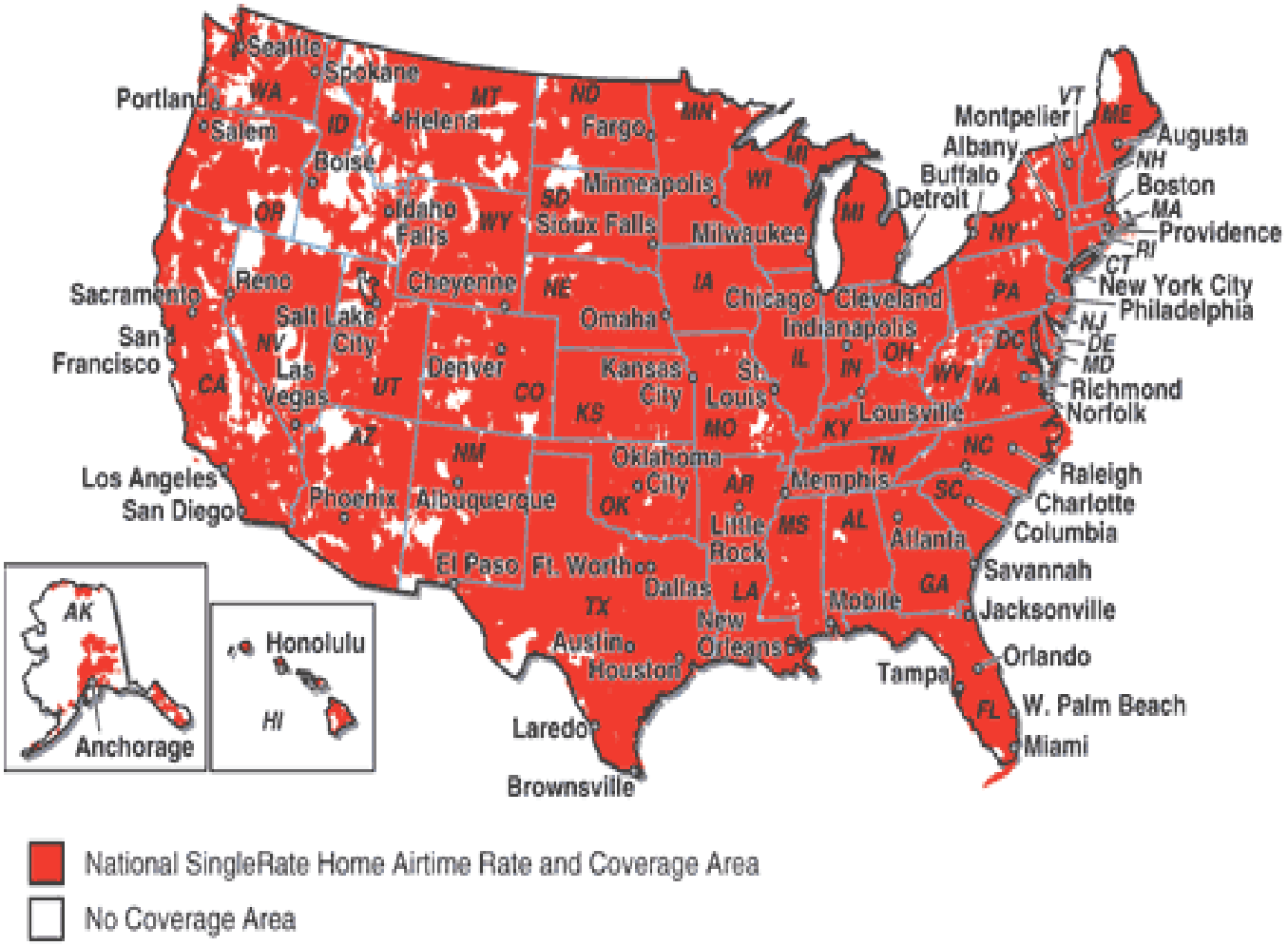
In Calling/America's Choice Home Airtime Rate and Coverage Area



National SingleRate Home Airtime Rate and Coverage Area



Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access is payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features	
Call Waiting[1,6]	Three Way Calling[1,6]
Call Forwarding[6]	No Answer/ Busy Transfer[6]
Caller ID[2, 6]	Basic Voice Mail[3,6]
411 Connect SM [4,6]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

[3]Airtime charges apply to message retrieval.

[4]411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

[5]TXT Messaging offered at the prevailing rate, currently $0.02 per inbound and $0.10 per outbound message per address. TXT message charges are subject to change.

[6]Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. IN Calling does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday

through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*
*NOTE: If both Night and Weekend and IN Calling minute allowances apply to a given call, IN Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

IN Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. IN Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2

countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where TXT messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon expiration of Customer Agreement term.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data

networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The

Share Option

Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. 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 (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers.

Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Calling Plan choosing the Share Option on PDA, SmartPhone or BlackBerry Devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Calling Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

Surcharges & Fees

Verizon Wireless will bill and collect from the Agency Governmental surcharges and fees that we are required by law to bill to customers. In addition to surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and Governmental surcharges and fees imposed on us, and costs associated with Governmental regulations and mandates on our business. These fees and surcharges charges include, among others, a 911 fee, which is required by law and varies by jurisdiction, and both a Regulatory Charge and a Federal Universal Service Charge, which are Verizon Wireless charges described below in more detail. These surcharges and fees may change from time to time without notice. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the Federal Government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund program (FUSF).

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On April 1, 2008 the FUSC increased to 2.38 percent of assessable wireless charges, other than separately billed interstate and international long distance charges. The FUSC on these charges is 11.3 percent.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of $0.07 per Mobile Telephone Number (MTN) per month, but is subject to change over time.

Both the Regulatory Charge and the FUSC are included and appear under the "Taxes, Governmental Surcharges & Fees" section of the invoice.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

Information for Ordering Activities:

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 968904698_____
Block 30: Type of Contractor - __C. Large Business_____

Block 31: Woman-Owned Small Business - _No_____

Block 36: Contractor's Taxpayer Identification Number (TIN): __223372889_____

4a. CAGE Code: _1HWU7_____
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
____132-53_____	_5____ Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: NONE___% - ___ days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity NONE

c. Dollar Volume NONE

d. Government Educational Institutions NONE

e. Other NONE

8. Trade Agreements Act of 1979, as amended:

This Contract is for commercial wireless service. To the extent that Verizon Wireless provides products on the open market, such products are manufactured by third parties and may contain elements or components produced in foreign countries.

9. Statement Concerning Availability of Export Packing: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is $_7.99.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is $1,000,000:

Special Item Number 132-53 – Wireless Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's

technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "…a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp

Verizon Wireless will work with ordering agencies to assist in identifying their specific Section 508 requirements.

The EIT standard can be found at: www.Section508.gov/.

Verizon Wireless is committed to providing wireless products and services that are accessible to all people, including individuals with disabilities. Our equipment that facilitates electronic office equipment accessibility for handicapped individuals is identified in our commercial literature and on our website at

http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp

Verizon Wireless does not manufacture these products. We continue to work with our vendors and suppliers to encourage them to develop and offer solutions that will enable Verizon Wireless' products and services to be more accessible to all. Verizon Wireless will work with ordering agencies to assist in identifying their specific 508 requirements.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)

1. ACCEPTANCE TESTING

The CRS Verizon Wireless provides is consistent with the highest quality of commercial practices in the industry. Verizon Wireless's inspection system is not subject to approval by the government.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Verizon Wireless does not manufacture equipment and will provide the manufacturers consumer warranty. Please contact customer service to first try to troubleshoot the problem. If it is determined that the problem is in the hardware, a warranty repair must take place. All manufacturers' warranty information is shipped with each phone at the time of purchase. The warranty shall commence upon the later of the following:

a. Activation of the user's service
b. Installation/delivery of the equipment

If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Verizon Wireless will provide training assistance at no charge. Please call 1-800-561-6227

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

Verizon Wireless will provide upon request by Ordering Activity.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

See Pricing section

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

See Pricing section

(c) Describe government volume discounts and eligibility requirements.

See Pricing section

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

(Gwen Wilson, Director Supplier Diversity, 972-718-1007, Gwen.Wilson@VerizonWireless.com)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Thank you
for choosing
Verizon Wireless!