San Leandro Unified School District
Information Technology

To: Facilities and Technology Committee

From: Larry Simon, Chief Technology Officer

Date: July 1, 2020

Re: Hotspots for distance learning

In the 20-21 school year there is an expectation that a large number of families will require assistance getting online to participate in any remote learning activities. This item is to authorize the purchase of up to 5,000 hotspots for the year to be procured as needed to support families.

Hotspots would be procured from both T-Mobile under a master agreement previously approved by the board and a new agreement from Verizon depending on coverage and other factors.

Staff has obtained per unit pricing - see attached.

The Technology Department is requesting the following amounts:

Hotspots and service costs	Up to $1,000,000.00
Total Amount Requested	**Up to $1,000,000.00**

Funding Source: Learning Loss Mitigation Funding



FOR GOVERNMENT

Stephanie Tovani
stephanie.tovani1@t-mobile.com
925-895-9396

San Leandro USD Date: 5.18.2020

12 month EmpowerED

Cellular Monthly Service Cost							
	Quantity	Data GB	Cost	Discount	Net		Total
EmpowerED 2.0- 12 month program	1	UNL	$ 70.00	$ 50.00	$ 20.00		$ 20.00
Monthly Cellular Services Total	1						**$ 20.00**
Hardware Cost							
Equipment	Quantity	Total Price		Monthly	Discount	Per unit	Total
Franklin T9 Hotspot	1	$84.00			84.00	0.00	$ -
Total Monthly Cost							
	Quantity			Monthly			Total
EmpowerED 2.0	1			20			$ 20.00
Total Monthly Cost	1						$ 20.00
Total Program Cost	1			$ 20.00			$ 240.00
12 MONTH PROGRAM PAID IN FULL	1						$ 240.00

EmpowerED 2.0 Plan Includes	Unlimited High Speed 4G LTE DATA
	Titan HQ Web Filtering at $0
	All Project Management at $0

VERIZON WIRELESS LIMITED DISTANCE LEARNING
AUTHORIZED CUSTOMER AGREEMENT

This agreement ("Authorized Customer Agreement" or "Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon Wireless") and _____, having its principal place of business at _____ ("Authorized Customer" or "Customer"), a qualifying California School.

Whereas Verizon and Authorized Customer have agreed to the sale of the negotiated "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S)" to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The "ANYTIME-ANYWHERE LEARNING INITIATIVE" data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of California, or June 30, 2021, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchases by Customer: The Special Provisions of Amendment 2 to Los Angeles Unified School District ("LAUSD") Contract No. 4400007482 – Amendment 2, effective May 26, 2020 negotiated rates for the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within the State of California ("CA Schools"), subject to the following. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. LAUSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the LAUSD Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the State of California. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12th grade school within the State of California. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the LAUSD Agreement, the Authorized Customer agrees to the disclosure of limited account information as part of the contractual reporting requirements to LAUSD.

Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party

to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

Monthly Bills: Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUPMENT pricing to CA Schools is exempt from this Confidentiality provision.

Assignment: Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:
Customer
Contact Name:
Title:
Address
Address

If to Verizon:
Verizon Wireless
Director- Contract Mgmt., State & Local Government
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701

Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the State of California shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

<table>
<tr><th colspan="4">SIGNATURES</th></tr>
<tr><td colspan="4">Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.</td></tr>
<tr><td colspan="2">Customer:</td><td colspan="2">Cellco Partnership d/b/a Verizon Wireless</td></tr>
<tr><td>Signature:</td><td>Date:</td><td>Signature:</td><td>Date:</td></tr>
<tr><td colspan="2">Printed Name:</td><td colspan="2">Printed Name:</td></tr>
<tr><td colspan="2">Title:</td><td colspan="2">Title:</td></tr>
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Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning Government Liable Subscribers Only on Customer Provided Equipment The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	$10.00
Domestic Data Allowance	Unlimited
NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless as the cost designated in the Authorized Customer Agreement,	

EQUIPMENT OFFERING(S):

- Verizon 900L Jetpack Device is available for $57.00 per device (SKU#: MHS900L).

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

  The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	SKU Name	Plan ID	Quantity	Annual	Monthly
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – *Does* require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services

are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

- **Verizon Wireless Private Network (Private Network)** is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

  Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

  - Controlling which wireless devices can connect to the network.
  - Controlling which network resources the wireless devices and machines can access.
  - Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

  With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	$250.00	$250.00	Waived
DMNR or SBA (Per build)	$250.00 (Adding to existing Private Network Only)			

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to $1500.00 Connect Fee in certain configurations. Does not include MPLS.
Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.
Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

Exhibit B

WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. **Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. **Line Term and Termination**

   2.1. Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

   2.2. Termination of Agreement: Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. **Rates and Charges:** The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. **Equipment**

   4.1. Equipment Purchased from Verizon Wireless: Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment.. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

   4.2. Shipping; Risk of Loss; Acceptance: Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

   4.3. Equipment Purchased from Third Parties: Customer may activate Equipment that Customer purchases from third parties, but those Equipment must be on Verizon Wireless's approved Equipment list when Customer activates them.

Confidential & Proprietary Information. Not for disclosure without prior written approval from both parties

Third parties establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such third-party Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

4.4. Lost or Stolen Equipment: If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

5. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.

6. **Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.

7. **No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.

8. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.

Exhibit C
AUTHORIZED CONTACTS LIST

Customer FEIN Number: _____

Verizon Wireless Sales Representative Name/Phone/GID: _____

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email

Confidential & Proprietary Information. Not for disclosure without prior written approval from both parties