Custom PDA Data Plan for Shelby County Government	
The Custom PDA Data Plan for Shelby County Government is not eligible for any further discounts.	
Discounted Monthly Access Fee	$34.99
Domestic MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Per Minute Rate	$0.25 per minute
Domestic Long Distance	Included
Domestic Text Messaging	Unlimited
VZ Navigator	Unlimited

Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB) an PDA Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess i available in the National Enhanced Services rate and coverage area; see map for details. Domestic long distance is included when planning calls i the Nationwide home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States.

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Calling Plans and Associated Charges: Corporate Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Employee Subscribers may activate Wireless Service on eligible Verizon Wireless consumer/retail calling plans, as well as any calling plan included with this Agreement that specifically allows Employee Subscribers, subject to the terms of the Verizon Wireless retail customer agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at corporate pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Corporate 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.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's 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. In order to gain access to coverage in newly expanding markets, Subscribers must periodically dial *228 to update roaming information from voice or PDA devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. 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 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.

Premium Plans: The Premium Plan includes Unlimited Messaging, VCast VPak, VZ Navigator, and Mobile Email. Compatible device required for certain features on in the Premium Plan. VZ Navigator and Mobile Email software must be downloaded to the device from Get it Now. Additional terms and conditions to these software programs apply. If these applications are not downloaded to the device, or if the device is not compatible, if the applications are deleted from the device, the monthly access fee will not be reduced. If the device is replaced, the software downloads are required on the replacement device. If the calling plan is changed from the Nationwide Premium Plan to another calling plan, the software, service, and monthly subscription fee for VZ Navigator and Mobile Email (if these applications were downloaded) will be charged until the subscriptions are canceled from the device.

Unlimited Messaging: Unlimited Messaging, included with the Select and Premium Plans, is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Verizon Wireless Calling Plan Included Features[1]	
Call Waiting[2,7]	Three Way Calling[2,7]
Call Forwarding[2, 7]	No Answer/ Busy Transfer[7]
Caller ID[3,7]	Basic Voice Mail[2,7]
411 Search® [5,7]	Basic Text Messaging[6]
Mobile Web [2,7,8]	

[1] Not available in some areas.

[2]Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

[3]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 the 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.

[4]Airtime charges apply to message retrieval.

[5]411 Search, directory assistance with automatic call completion is subject to a per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

[6]Text Messaging offered at the prevailing rate, currently $0.15 per inbound and $0.15 per outbound message per address $0.25 for picture messages. Text message charges are subject to change.

[7]Feature not included on NationalAccess and BroadbandAccess Plans at no charge, but are available at the prevailing Verizon Wireless rates.

[8] Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on smartphones or the Email and Web for BlackBerry Plans. Unless the a V Cast, or Mobile TV Select Package, or a Nationalwide Preminum Calling Plans is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

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Calling Plan Optional Features			
Unlimited IN Messaging (Text, Picture, & Video Messaging)	Optional Feature Access Fee	Additional Messages	Overage Rate
	$10.00	500	$0.10 per message/ per address
	$15.00	1500	
	$20.00	5000	
Push to Talk	$10.00/ Monthly Access Fee		
Text, Picture, & Video Messaging	Optional Feature Access Fee	Included Messages	Overage Rate
	$5.00	250	$0.10 per message/ per address
V Cast VPak	$15.00		
V Cast Mobile TV	V Cast Mobile TV Select	V Cast Mobile TV Basic	V Cast Mobile TV Limited
	$25.00	$15.00	$13.00
GSM International Roaming Global Phone		Zone 1 Countries	Zone 2 Countries
	Corporate Subscribers	$0.99/ minute	$1.99/ minute
	Employee Subscribers	$1.29/ minute	$2.49/ minute
Verizon Wireless International Long Distance Value Plan	$3.99 plus applicable airtime and long distance charges		
Field Force Manager (Corporate Subscribers Only)	Optional Feature Access Fee		
	Limited	Basic	Advanced
	$19.99 per user	$29.99 per user	$49.99 per user
Optional Feature rates and packages are subject to change. Other Optional Features may be available please see your Account Manager or visit www.verizonwireless.com for information.			

Additional Pricing Offers

Verizon Wireless XV6850 Special Offer: Corporate/Government Subscribers activating new service or eligible for an Equipment Upgrade to existing service, selecting twelve (12) month line term, on the Custom PDA Data Plan for Shelby County Government (with a monthly access fee of $34.99 or higher) are eligible to receive the Verizon Wireless XV6850 at no charge, until such time that the manufacturer discontinues this device. This offer cannot be combined with any other Equipment offers, credits, discount programs, or promotions.

Vehicle Power Charger Offer: Corporate/Government Subscribers activating new lines of service, who purchase the Verizon Wireless XV6850, and select a twelve (12) month Line Term, on the Custom PDA Data Plan for Shelby County Government (with a monthly access fee of $34.99 or higher) qualify for a Vehicle Power Charger at no charge. The make and model of the Vehicle Power Charger shall be selected by Verizon Wireless, and is subject to change and availability.

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Verizon Wireless Calling Plan Optional Features

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Area. A Push to Talk call is terminated by pressing or will automatically time out after twenty (20) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the Nationwide Rate and Coverage area. IN calls must originate and terminate while both Verizon Wireless Subscribers are within the IN Calling area. IN Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal® services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. IN Calling minutes will be applied before Anytime Minutes.* **Night and Weekend Minutes**: Apply to calls made in a calling plan's 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.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 15¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text 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 Text or Picture & Video message allowance. IN Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless Subscribers' wireless phones while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the Subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 15¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message 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 requires V Cast capable Equipment. 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, ESPN MPV, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (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.

V Cast Mobile TV: Subscription to V Cast Mobile TV requires V Cast Mobile TV capable Equipment. The V Cast Mobile TV Select and Basic packages include unlimited access to ESPN Mobile TV, NBC News2Go, CBS Mobile, MTV, Nickelodeon, Comedy Central, and Fox Mobile Channel. Parental controls are available. The V Cast Mobile TV Select package also includes a V Cast VPAK. The V Cast Mobile TV Limited package includes Fox Mobile Channel, NBC News2Go, and CBS Mobile. These terms and conditions are in addition to and subject to the V CAST terms and conditions. V CAST Mobile TV coverage required. Service may be interrupted or restricted without notice. Verizon Wireless is not responsible for and does not assume liability for content, including, without limitation, any defamation, obscenity or profanity you may encounter using this service. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

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). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. 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 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/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. 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

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calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees 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 may result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries, 1) is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, and surcharges and taxes, which are billed on a pass-through basis; 2) $0.002 per KB/ $$2.05 per MB in the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas; 3) $0.005 per KB/ $5.12 per MB in the Mexican Enhanced Services Rate and Coverage Area. Voice network roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received, and apply when roaming in most foreign countries. Text messaging rates are subject to change. 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 Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text 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. Text messages cannot be sent to e-mail addresses.

Field Force Manager: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable, GPS enabled, Field Force Manager compatible Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. When 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 VZAccess terms and conditions.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry 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 and voice calls will be billed at the per-minute overage rate according to the VZAccess 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 to another calling plan from a VZEmail plan or feature or a Nationwide Email for Business 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 VZAccess 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 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 plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC, with the exception of the BroadbandAccess Connect Features. 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 Good Mobile Messaging) 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.

Permitted Uses: VZEmail and VZAccess Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Prohibited Uses: While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses

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malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

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, Good Mobile Messaging Server, and BlackBerry Enterprise Server (BES)): Please contact a Verizon Wireless sales representative for current Server Software Pricing. Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, Good Mobile Messaging Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The Good Mobile Messaging 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, Good Mobile Messaging, 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, Good Mobile Messaging 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, you may be charged for an incoming Text Message every time you receive an email or other update. To avoid Text Messaging charges, you can set up timed synchronization or manually initiate synchronization. Wireless Sync software updates will be sent to Subscriber devices and will be charged as a data call.

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. NationalAccess roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

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. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. 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. GlobalAccess internet browsing, email, or intranet access 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 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.

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. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Share Option

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

Nationwide for Business: (NOTE: Subscribers to Nationwide for Business can share voice minutes across these plans and price points subject to some billing system limitations, **these plans do not share minutes with America's Choice share plans**.) Sharing on these calling plans is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Corporate 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 Corporate 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 Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Corporate Subscriber lines on Nationwide for Business with Share Option may 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. Based on the geographic location of Customer's Corporate 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) Corporate 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 Corporate Subscribers to the VZEmail Megabyte 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 Plan with the Share Option. Each sharing Subscriber's unused kilobytes 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) Corporate Subscribers choosing the VZEmai

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Megabyte Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused kilobytes will be distributed proportionally as a ratio of the kilobytes needed by each applicable Subscriber to the total kilobytes needed by all sharing Subscribers. 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.

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Custom Equipment Pricing for Shelby County Government

Manufacturer/Brand/Model	Price
Verizon Wireless XV6850	No Charge (See Additional Pricing Offers below)

For specific product functionality and features please see www.verizonwireless.com. Existing Subscribers individual line terms must be expired c within two (2) months of a 12 month Line Term or (4) months before the expiration of a 24 month Line Term, of expiration to qualify for the above price Verizon Wireless reserves the right to replace the above model with a comparable model and to add or discontinue models. The above Equipmer price is valid as of July 25, 2008, while supplies last. Corporate/Government Subscribers Equipment purchases in future months will be at the the current Verizon Wireless Corporate Equipment matrix prices. Corporate/Government Subscribers can purchase Equipment at Verizon Wireless national retail prices if they become lower than this matrix provided the Subscriber line meets the consumer offer requirements. All services nc available in all areas. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available throug indirect agents and/or Verizon Wireless' retail store locations. Additionally, Corporate/Government Subscriber Equipment Pricing listed in this matri are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in som locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject t terms of use. See verizonwireless.com for details.

Accessory Discount: Subscribers are eligible to receive a 25% discount off the retail price of qualifying accessories. Corporate/Governmer Subscriber accessory discounting is contingent upon Customer selecting and maintaining a minimum one hundred (100) Subscriber line attainmer tier.

Additional Pricing Offers

Verizon Wireless XV6850 Special Offer: Corporate/Government Subscribers activating new service or eligible for an Equipment Upgrade to existing service, selecting twelve (12) month line term, on the Custom PDA Data Plan for Shelby County Government (with a monthly access fee of $34.99 or higher) are eligible to receive the Verizon Wireless XV6850 at no charge, until such time that the manufacturer discontinues this device. This offer cannot be combined with any other Equipment offers, credits, discount programs, or promotions.

Vehicle Power Charger Offer: Corporate/Government Subscribers activating new lines of service, who purchase the Verizon Wireless XV6850, and select a twelve (12) month Line Term, on the Custom PDA Data Plan for Shelby County Government (with a monthly access fee of $34.99 or higher) qualify for a Vehicle Power Charger at no charge. The make and model of the Vehicle Power Charger shall be selected by Verizon Wireless, and is subject to change and availability.

Firmware Upgrade

A planned "Firmware Upgrade" for the Verizon Wireless XV6850 PDA will permit access to the standard Windows Mobile GPS API. This upgrade will allow access to GPS data as may be permitted by law or otherwise without additional contractual requirements with Verizon Wireless. Access to GPS data via the GPS API is limited to direct 'line of sight' satellite access, this means that "in-building location fixes" may not be possible. This firmware upgrade is to be released in the first quarter of 2009 but no later than March 31, 2009. Verizon Wireless agrees to offer an additional 10% discount off any $34.99 Wireless Data lines of service activated on any Verizon Wireless XV6850 PDA under this UASI contract only until the firmware upgrade is released, at which time any such discounts shall expire. In the event UASI decides to deploy XV 6850 PDAs exclusively using Verizon Wireless' current A-GPS platform, this discount will not apply.

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MY BUSINESS ACCOUNT
CUSTOMER OVERVIEW

My Business Account

My Business Account is a full-service, end-to-end business solution which allows customers to manage business account activity online. This solution is offered by Verizon Wireless and is designed specifically to meet the needs of business customers. My Business Account enables customers to save time managing wireless services in multiple ways:

- Access online statements
- Make payments online
- Manage your accounts
- Use robust reporting tools
- Order new devices

What's covered?

This Customer Overview provides a brief summary about the key elements provided by the My Business Account online solution.

Getting Started

Upon completion of a new business agreement with Verizon Wireless, we will automatically begin the enrollment process. Here is a brief summary of what to expect:

- Login credentials will be provided to the Primary Contact designated by this agreement
- This individual should login and change their password to begin using the site
- Customers will automatically have access to all billing accounts represented by this business agreement
- Therefore, this solution is designed for individuals who are responsible for the billing of all accounts covered by this business agreement

Customer Overview

My Business Account is organized in easy-to-use "tabs". Once enrolled, you simply click on the tab based on what you need to accomplish. My Business Account offers the following tools:

Access Online Statements

The Statements tab provides a quick, easy method for customers to review their balance, last payment and a summary of current charges. In addition, customers can view usage and charges related to their entire business or a particular account. From the statements page, customers can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.

Make Payments Online

The Payments tab allows businesses to apply payments to their account(s). Customers can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to customers if a payment is reversed or declined.

Manage Accounts

Customers can manage account activity on-line through the Account Maintenance tab. This tab offers a range of functionality such as updating account information, changing a voice mail password, completing a local telephone number change or checking the status of a port. Additionally, customers can make ESN changes online and initiate device upgrades from this tab.

Use Robust Reporting Tools

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Reports - The Reports tab offers customers the ability to pull data based on usage or cost. For example, a customer can vie the "20 longest phone calls" or a "summary of cost by month". Additionally, customers can pull a summary usage report th includes usage statistics at the mobile telephone number (MTN) level. They can receive usage details for such things a peak, off-peak and nights and weekends. Reports help customers manage their account and make informed decisions abo their service.

Analytics – The Analytics tab provides a series of robust reports and analysis tools. Customers can choose standardized customized report options. They can apply filters to create customized views of wireless usage and costs. This tab enable customers to run reports against multiple Verizon Wireless billing accounts in a single report.

Order New Devices

Customers can use the Shop VZW link to order new devices and accessories when logged in to My Business Account. Th ordering site is customized with a customer's name and corresponds to a customer's pricing & equipment discount. Th provides great flexibility for customers to place orders right from their own desktop via a single login. This option is available eligibility requirements are met.

Additional Items

Obtain Online Support - The Support tab is a tool for customers to help them learn how to use My Business Account and fin answers to frequently asked questions. This tab provides How-to-use-Guides to help educate customers on using th application.

Perform Administrative Functions

- **Administration** – The Administration tab allows the company point of contact to perform several useful functions that hel manage their account. From the Administration tab, users can view their company profile, manage billing account create corporate or personal address books, go paperless and create business structures.

- **More About Company Structures** – A Company Structure is a customized hierarchical view of billing informatior Company Structures are created by the customer directly in My Business Account. Company Structures allow th customer to organize their billing accounts by department, geographic territory, or in whatever way best meets the needs. By doing so, users will be able to see a cost summary for a given structure. For example, a customer may hav 50 wireless numbers and 10 billing account numbers. The point of contact could create a company structure containin folders for the Marketing department, another for Finance and another for Sales.

To learn more about the convenience of managing your accounts online, just view the demo available on www.verizonwireless.com/mybusinessaccount.

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