



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 3 To CONTRACT # MA152-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **Cellco Partnership d/b/a Verizon Wireless**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

<u>8/12/2019</u>	(original starting date)
<u>8/11/2024</u>	(current ending date)
<u>8/11/2024</u>	new ending date

2. **Agreed to changes:**

The Parties Agree as follows:

Replace Attachment N: New Product log with the attached Attachment N and related product add requests.
Replace Attachment G: Plan Coverage Attachment with the attached.

4. **Effective Date of Amendment:** 6/1/2020

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:

Todd Loccisano

6/24/2020 | 5:28 PM MDT

Contractor's signature

Date

Todd Loccisano, VP - Contract Management

Type or Print Name and Title

STATE

Christopher Hughes

Agency's signature

06/26/2020

Date

Christopher Hughes

Director, Division of Purchasing

Date

Christopher Jennings
Agency Contact Person

801-957-7151
Telephone Number

N/A
Fax Number

ctjennings@utah.gov
Email



Submit updated Action Log with each Request. Log must provide history of previous requests.

Contact Name and Email (for questions): Doug Robertson doug.robertson@verizonwireless.com
949-246-8700

[illegible]



NASPO ValuePoint Wireless Administration

Pricing Overview:



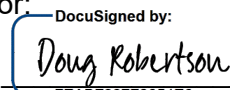
RTRS Only NASPO
Bundles v2 - Public Sa

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
7EABF387F2654E6...

NAME: Doug Robertson

TITLE: AD Government CMT

DATE: 3/24/2020



NASPO ValuePoint Wireless Administration

NASPO ValuePoint

BY:

A handwritten signature in black ink, appearing to read "Chris Jennings", written over a horizontal line. Below the line, the text "LPD#006" is printed in a small font.

NAME:

Christopher Jennings

TITLE:

Assistant Director

DATE:

4/6/2020



NASPO ValuePoint Wireless Administration

DATE: 4/1/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ Verify Log is attached

Product Overview:

doForms offers mobile forms that simplify the way organizations of all sizes collect, integrate and share data. It is an affordable, easy to use mobile forms for real time data capture. This solution supports State/Local/Federal/ Public Safety & Education segments.

Pricing Overview:

doForms					
A discount has been applied. doForms Licenses and Professional services are not eligible for any further discounts					
Core Subscription Costs					
Sku Name	Sku	Per User	Pricing Frequency	Cost	
				Monthly	Annual
30 Day Free Trial ¹	GDFT30	Per User	30 days	\$0.00	\$0.00
Standard	GDFSTD	Per User	Monthly or 1 yr.	\$9.95	\$99.95 (675956)
Advanced	GDFADV	Per User	Monthly or 1 yr.	\$14.95	\$149.95 (675960)
Premium	GDFPRE	Per User	Monthly or 1 yr.	\$19.95	\$199.95 (675958)

Date

Page 1 of 5



NASPO ValuePoint Wireless Administration

Professional Services – One Time Charges

Sku Name	Sku	Pricing Frequency	Price
Professional Services	GDFPSV	One Time Charge per Hour	\$95.00

One Time Charges³

The below credits do not expire

1000 Credits	GDFCR1	One Time Charge	\$250.00
5000 Credits	GDFCR5	One Time Charge	\$1,000.00

Note: Core subscription include access to the doForms web portal to build, manage, and view mobile forms. All Subscriptions are per user and can be accessed via web or mobile on iOS or Android devices. Products cannot be mixed. See attached calling plan and feature details for important information about calling plans, features, and product details options.

1. 30 Day Free Trial. Limit 1 30-day trial at no cost per customer profile.
2. Professional Services. Provides custom forms, custom reports, custom PDF templates, integration support, training, product enhancements, design consulting, and custom development.
3. Credit. Credits are required for forms completed or sent outside of the doForms mobile app. Credits are used to when forms are sent as links in emails or embedded in documents as hyperlinks for each form submitted. Website forms require a credit for each form submitted. Scheduled reports require a credit each time they are run (distribution is unlimited). Dispatched form links or Fill & Send forms require a credit when sent and submitted. C * doForms Credits do not expire as long as Customer's subscription remains active*

Should a Business Associate Agreement (BAA) be required, the agreement would be between doForms and the Customer.

Products shown or referenced are provided by doForms Inc. ("doForms"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. doForms can connect to several different systems including cloud based and server based applications. Customer may purchase doForms licenses and services ("doForm Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the doForm Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. doForm Services are manufactured by doForms, Inc. Any license for doForm Services must be obtained directly from doForms either upon purchase or installation of the doForms Services. doForms Services are subject to doForms' terms and conditions and can be viewed here: <https://www.doforms.com/terms-of-use/> Verizon Wireless will direct doForms to fulfill Customer's doForms Services order. Customer support for doForm Services must be obtained directly from doForms, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to doForms Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate doForms representatives.



NASPO ValuePoint Wireless Administration

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor: ~~DocuSigned by:~~

BY:


7EABF387F2654E6...

NAME:

Doug Robertson

TITLE:

AD Government CMT

DATE:

4/01/2020

NASPO ValuePoint

BY:


LPD4006

NAME:

Christopher Jennings

TITLE:

Assistant Director

Date



NASPO ValuePoint Wireless Administration

DATE: 04/06/20



NASPO ValuePoint Wireless Administration

DATE: 4/7/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

Product Overview:

Interoperability-as-a-Service enabled by Mutualink

Improve crisis response through interoperable agency communications and sharing media between any device over any network using highly secure encryption and identity management.



Cloud-based customer deployment
Mutualink virtual gateways centralize application communication across devices for any network.



Benefits	Why it matters
- Accelerated penetration - Compatible with any device and any network - Software-centric model - Removing hardware dependencies, no external router or VPN needed - Operating expense model - Annual subscription budgeting options - Easy deployment by customer - Self deployment, no site visit required - Advanced security - Security levels maintained through technology - Scalability - Virtualized environment for supporting millions of devices	- Solve nationwide Land Mobile Radio (LMR) interoperability challenges - Maintain interoperability for disparate voice (radio/phone systems/Push to Talk (PTT)/public address (PA)) and text and video (cameras, video management systems, smartphones, webcams, etc.) - Bridge public agencies and private security - Leverage existing infrastructure - Generate community-wide situational awareness - Accommodate geographically dispersed locations

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16



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Pricing Overview:

Interoperability			
Interoperability licenses are not eligible for any further discounts.			
Software Sku's			
Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients ¹	Monthly	\$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients ²	Monthly	\$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection ³	Monthly	\$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection ⁴	Monthly	\$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection ⁵	Monthly	\$19.98
U961-985-001-GOV	Public Safety Soft Panic SW ⁶	Monthly	\$112.50
Hardware Sku's One time charge			
Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	\$795.00
U990-800-001	All Staging Testing	One time	\$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	\$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	\$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	\$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	\$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	\$399.00
Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international . Lines activating on these plans must be on 4G HD voice-capable smartphones.			
Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.).			



NASPO ValuePoint Wireless Administration

and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

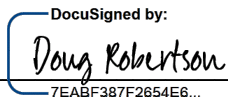
**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:  7EABF387F2654E6...

NAME: Doug Robertson

TITLE: AD Government CMT

DATE: 4/07/2020

Date



NASPO ValuePoint Wireless Administration

NASPO ValuePoint

BY:

A handwritten signature in black ink, appearing to read "Chris Jennings". Below the signature is a small, faint text "LPD#006".

NAME:

Christopher Jennings

TITLE:

Assistant Director

DATE:

4/10/2020



NASPO ValuePoint Wireless Administration

DATE: 4/27/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ Verify Log is attached

Product Overview:

Intelligent Video

The Intelligent Video solution is a turnkey advanced video management system with hosting and management options and distributed architecture. It can provide monitoring in areas that previously have been out to range because of high cost or limited connectivity. It can be a force multiplier, a deterrent to crime, and it may provide protection against litigation due to increased levels of video documentation.

Pricing Overview:



Intelligent Video for
NASPO 2020.0426 v2

APPROVAL:

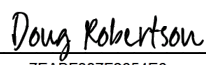
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced
Date Page 1 of 3

**NASPO ValuePoint Wireless Administration**

herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
DocuSigned by:
7EABF387F2654E6...

NAME: Doug Robertson

TITLE: AD Government CMT

DATE: 4/27/2020

NASPO ValuePoint

BY: 
LPD#006

NAME: Christopher Thomas Jennings

TITLE: Assistant Director

DATE: 04/28/2020



NASPO ValuePoint Wireless Administration

DATE: 4/29/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ Verify Log is attached

Product Overview:

Critical Asset Tracking (CAT) is an end-to-end IoT PaaS solution which provides customers real-time visibility into the location and environmental condition of high-value/critical assets while in transit. It currently leverages CAT M1 technology-enabled tracking devices with on-board sensors for a single pane of glass view into location and environmental monitoring.

Pricing Overview:



55092-Critical Asset
Tracking Price plan.doc



NASPO ValuePoint Wireless Administration

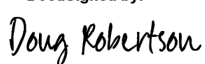
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Contract Vendor: DocuSigned by:

BY:


7EABF387F2654E6...

NAME:

Doug Robertson

TITLE:

AD Government CMT

DATE:

4/27/2020

NASPO ValuePoint

BY:


LPD#006

NAME:

Christopher Thomas Jennings

TITLE:

Assistant Director

DATE:

05/05/2020



NASPO ValuePoint Wireless Administration

DATE: 4/29/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ Verify Log is attached

Product Overview:

Critical Asset Tracking (CAT) is an end-to-end IoT PaaS solution which provides customers real-time visibility into the location and environmental condition of high-value/critical assets while in transit. It currently leverages CAT M1 technology-enabled tracking devices with on-board sensors for a single pane of glass view into location and environmental monitoring.

Pricing Overview:



55092-Critical Asset
Tracking Price plan.doc



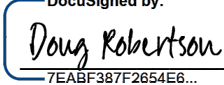
NASPO ValuePoint Wireless Administration

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Contract Vendor:

BY: 
7EABF387F2654E6...
NAME: Doug Robertson
TITLE: AD Government CMT
DATE: 4/27/2020

NASPO ValuePoint

BY: 
NAME: Christopher Thomas Jennings
TITLE: Assistant Director
DATE: 05/05/2020



NASPO ValuePoint Wireless Administration

DATE: 5/04/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

Product Overview:

Verizon Grid Wide simplifies the path to intelligent electric / water / gas grid modernization. Grid Wide Connected Utilities helps you modernize your grid at your own pace. It makes it easy to use Internet of Things (IoT) technology and services to connect your operations with near real-time data. As a result, you can more easily and remotely monitor, manage and control your utility systems. As Intelligent Energy helps you modernize your grid, it also helps you get better at doing all of the following:

- Improve efficiency and cost controls
- Balance grid loads while enhancing customer experience and quality of service
- Reduce service downtime with near real-time demand monitoring
- Promote conservation efforts with more efficient operations and resource distribution

Pricing Overview:

Grid Wide Service Plan	
This plan is Not eligible for access fee discounts.	
ELECTRIC AMI - TERM SUBSCRIPTION ²	
Grid Wide Platform Implementation Fee ¹	\$35,000.00 (one-time charge) Software Plan ID: 620453;



NASPO ValuePoint Wireless Administration

	GW-PLATFORM-IMP: ONE TIME		
Subscription Term	10 Year (120 Months)	5 Year (60 Months)	1 Year (12 Months)
Minimum Initial Bulk Purchase License Quantity	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)
100	\$157.50 (~\$1.31/mo.)	\$94.50 (~\$1.58/mo.)	\$19.95 (~\$1.66/mo.)
Software Service Item	Grid Wide Electric Smart Metering – 10 Year (Monthly Fee Included)	Grid Wide Electric Smart Metering – 5 Year (Monthly Fee Included)	Grid Wide Electric Smart Metering – 1 Year (Monthly Fee Included)
Software Plan ID	628452 : GW-SM-ELECTRIC-10YR: MULTI-YEAR	628453 : GW-SM-ELECTRIC-5YR: MULTI-YEAR	628454 : GW-SM-ELECTRIC-1YR: ANNUAL
Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges and taxes will be billed in advance. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees. ¹The Grid Wide Platform Implementation fee will be billed to Customer upon the SOW Effective Date. Customer agrees to pay the implementation fee by the due date indicated on the invoice. ²Electric AMI - Term Subscription pricing requires a minimum initial bulk purchase of 100 Electric AMI licenses within 30 days of the Effective Date of the Amendment/Agreement. Additional licenses may be purchased thereafter in minimum amounts of 100 licenses. Such additional licenses will be coterminous with the current term of previously purchased licenses. Fees for additional licenses will be prorated based on the amount of time remaining in the current license term. At the end of the current term, all licenses will automatically renew for 12 months, and will continue to renew every 12 months, unless changed to a different subscription term or terminated by either Party with at least 30 days' Legal Notice prior to the end of the initial term or renewal term. No unused portion of Electric AMI - term subscription initial license fees, additional license fees, or renewal licenses fees are refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.			

Grid Wide Service Plan

This plan is Not eligible for access fee discounts.

ELECTRIC AMI - MONTHLY TIERED SUBSCRIPTION



NASPO ValuePoint Wireless Administration

Grid Wide Platform Implementation Fee¹	\$35,000.00 (one-time charge) Software Plan ID: 620453; GW-PLATFORM-IMP: ONE TIME
Active License Quantity²	Per Unit License Fee (Billed Monthly)
1+	\$1.75/mo.
Software Service Item	Grid Wide Electric Smart Metering
Software Plan ID	585864 : GW-SM-ELECTRIC-TP1-0616: MONTHLY
Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All implementation charges and taxes will be billed in advance. All monthly charges and taxes will be billed in arrears. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees. ¹The Grid Wide Platform Implementation fee will be billed to Customer upon the SOW Effective Date. Customer agrees to pay the implementation fee by the due date indicated on the invoice. ²Active License Quantity represents the total number of devices under remote operation within the Grid Wide platform. Active monthly licenses renew monthly. No unused portion of the monthly license fee is refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.	

Grid Wide Service Plan This plan is NOT eligible for access fee discounts.	
WATER AMI - TERM SUBSCRIPTION ²	
Grid Wide Platform Implementation Fee¹	\$35,000.00 (one-time charge) Software Plan ID: 620453; GW-PLATFORM-IMP: ONE TIME



NASPO ValuePoint Wireless Administration

Subscription Term	10 Year (120 Months)	5 Year (60 Months)	1 Year (12 Months)
Minimum Initial Bulk Purchase License Quantity	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)
100	\$93.85 (~\$0.78/mo.)	\$53.46 (~\$0.89/mo.)	\$11.29 (~\$0.94/mo.)
Software Service Item	Grid Wide Water Smart Metering – 10 Year (Monthly Fee Included)	Grid Wide Water Smart Metering – 5 Year (Monthly Fee Included)	Grid Wide Water Smart Metering – 1 Year (Monthly Fee Included)
Software Plan ID	628455 : GW-SM-WATER-10YR: MULTI-YEAR	628456 : GW-SM-WATER-5YR: MULTI-YEAR	628457 : GW-SM-WATER-1YR: ANNUAL

Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges and taxes will be billed in advance. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees.

¹The Grid Wide Platform Implementation fee will be billed to Customer upon the SOW Effective Date. Customer agrees to pay the implementation fee by the due date indicated on the invoice.

²Water AMI - Term Subscription pricing requires a minimum initial bulk purchase of 100 Water AMI licenses within 30 days of the Effective Date of the Amendment/Agreement. Additional licenses may be purchased thereafter in minimum amounts of 100 licenses. Such additional licenses will be coterminous with the current term of previously purchased licenses. Fees for additional licenses will be prorated based on the amount of time remaining in the current license term. At the end of the current term, all licenses will automatically renew for 12 months, and will continue to renew every 12 months, unless changed to a different subscription term or terminated by either Party with at least 30 days' Legal Notice prior to the end of the initial term or renewal term.

No unused portion of Water AMI - Term Subscription initial license fees, additional license fees, or renewal licenses fees are refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.

Grid Wide Service Plan

This plan is Not eligible for access fee discounts.

WATER AMI - MONTHLY TIERED SUBSCRIPTION

Grid Wide Platform Implementation Fee ¹	\$35,000.00 (one-time charge) Software Plan ID: 620453;
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NASPO ValuePoint Wireless Administration

	GW-PLATFORM-IMP: ONE TIME
Active License Quantity²	Per Unit License Fee³ (Billed Monthly)
1+	\$0.99/mo.
Software Service Item	Grid Wide Water Smart Metering
Software Plan ID	585867 : GW-SM-WATER-TP1-0616: MONTHLY
Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All implementation charges and taxes will be billed in advance. All monthly charges and taxes will be billed in arrears. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees. ¹The Grid Wide Platform Implementation fee will be billed to Customer upon the SOW Effective Date. Customer agrees to pay the implementation fee by the due date indicated on the invoice. ²Active License Quantity represents the total number of devices under remote operation within the Grid Wide platform. Active monthly licenses renew monthly. No unused portion of the monthly license fee is refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.	

Grid Wide Service Plan This plan is NOT eligible for access fee discounts.			
GAS AMI - TERM SUBSCRIPTION ²			
Grid Wide Platform Implementation Fee¹	\$35,000.00 (one-time charge) Software Plan ID: 620453; GW-PLATFORM-IMP: ONE TIME		
Subscription Term	10 Year (120 Months)	5 Year (60 Months)	1 Year (12 Months)



NASPO ValuePoint Wireless Administration

Minimum Initial Bulk Purchase License Quantity	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)	Per Unit License Fee (Billed in Advance)
100	\$91.48 (~\$0.76/mo.)	\$52.87 (~\$0.88/mo.)	\$11.40 (~\$0.95/mo.)
Software Service Item	Grid Wide Gas Smart Metering – 10 Year (Monthly Fee Included)	Grid Wide Gas Smart Metering – 5 Year (Monthly Fee Included)	Grid Wide Gas Smart Metering – 1 Year (Monthly Fee Included)
Software Plan ID	628458 : GW-SM-GAS-10YR: MULTI-YEAR	628459 : GW-SM-GAS-5YR: MULTI-YEAR	628460 : GW-SM-GAS-1YR: ANNUAL

Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges and taxes will be billed in advance. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees.

¹The Grid Wide Platform Implementation fee will be billed to Customer upon the SOW Effective Date. Customer agrees to pay the implementation fee by the due date indicated on the invoice.

²Gas AMI - Term Subscription pricing requires a minimum initial bulk purchase of 100 Gas AMI licenses within 30 days of the Effective Date of the Amendment/Agreement. Additional licenses may be purchased thereafter in minimum amounts of 100 licenses. Such additional licenses will be coterminous with the current term of previously purchased licenses. Fees for additional licenses will be prorated based on the amount of time remaining in the current license term. At the end of the current term, all licenses will automatically renew for 12 months, and will continue to renew every 12 months, unless changed to a different subscription term or terminated by either Party with at least 30 days' Legal Notice prior to the end of the initial term or a subsequent renewal term.

No unused portion of Gas AMI - Term Subscription initial license fees, additional license fees, or renewal licenses fees are refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.

Grid Wide Service Plan	
This plan is Not eligible for access fee discounts.	
GAS AMI - MONTHLY TIERED SUBSCRIPTION	
Grid Wide Platform Implementation Fee ¹	\$35,000.00 (one-time charge) Software Plan ID: 620453; GW-PLATFORM-IMP: ONE TIME



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Active License Quantity ²	Per Unit License Fee (Billed Monthly)
1+	\$0.99/mo.
Software Service Item	Grid Wide Gas Smart Metering
Software Plan ID	585870 : GW-SM-GAS-TP1-0616: MONTHLY

Note: Network coverage includes the Verizon Wireless 4G network. Current data coverage details and additional plan information can be found at www.verizonwireless.com. Only Verizon Wireless Grid Wide 4G LTE devices and firmware can be activated on this plan. The Grid Wide Service includes a hosted platform-as-a-service for deploying and managing utility metering equipment integrated with the Grid Wide firmware. Activation on this plan requires a fixed/stationary meter endpoint device. This plan is NOT to be used in the mobile environment and is only available for domestic use. Billing system limitations may require services to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All implementation charges and taxes will be billed in advance. All monthly charges and taxes will be billed in arrears. The Grid Wide Service can support integration with other systems. Any integration with other systems will require additional terms and fees.

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²Active License Quantity represents the total number of devices under remote operation within the Grid Wide platform. Active monthly licenses renew monthly. No unused portion of the monthly license fee is refundable or transferrable. Customer agrees to pay license fees by the due date indicated on the invoice.

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Date

Page 7 of 9



NASPO ValuePoint Wireless Administration

Contract Vendor:

DocuSigned by:

BY:

Doug Robertson

7EABF387F2634E6...

NAME:

Doug Robertson

TITLE:

AD Government CMT

DATE:

4/27/2020

NASPO ValuePoint

Christopher Thomas Jennings

LPD#006

BY:

NAME:

Christopher Thomas Jennings

TITLE:

Assistant Director

DATE:

05/14/2020



NASPO ValuePoint Wireless Administration

DATE: 5/13/2020

ATTN: Mr. Chris Jennings (CJ)
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA152 (the "Contract") with Verizon Wireless ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

Product Overview:

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.

Pricing Overview:



Asavie (1).docx



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APPROVAL:

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Contract Vendor: DocuSigned by:

BY:

A handwritten signature in blue ink that reads "Doug Robertson".

7EABE387E2654E6...

NAME:

Doug Robertson

TITLE:

AD Government CMT

DATE:

4/27/2020

NASPO ValuePoint

BY:

A handwritten signature in blue ink that reads "Christopher Thomas Jennings".

LPD#006

NAME:

Christopher Thomas Jennings

TITLE:

Assistant Director

Date

5/14/2020



NASPO ValuePoint Wireless Administration

DATE: _____

