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## Amendment No. 3 to the Telecommunications Master Agreement

This Amendment No.3 (“Amendment”) is entered into as of the date of last signature by and between Cellco Partnership d/b/a Verizon Wireless (“Seller,” “Verizon,” or Verizon Wireless”) and MiCTA (“MiCTA”) and amends that certain Telecommunications Master Agreement - No. # 171AN-MTCWA2021-1226 - dated December 13, 2021 as previously amended (“Agreement”). All capitalized terms not defined herein will have the meaning provided in the Agreement. Verizon and MiCTA may be referred to individually as “Party” and collectively as “Parties.”

**WHEREAS**, has proposed the addition to the Agreement of products and services provided through Seller’s Digital Inclusion Program (“Program”), as more specifically described in Exhibit 1;

**WHEREAS**, Seller was previously awarded Approved status, and MiCTA has determined that the proposed products and services have met all requirements set by MiCTA; and

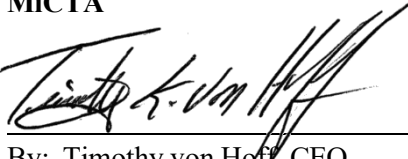
**WHEREAS**, Seller and MiCTA desire to amend the Agreement to make available for sale Seller’s Digital Inclusion Program products and services, as more specifically described below.

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties intending to be legally bound agree as follows:

- 1. Attachment A – Product Line and Pricing.** Attachment A, Product Line and Pricing is hereby amended to include Seller’s Digital Inclusion Program products and services, as detailed in Exhibit 1.
- 2. Contract Administration Allowance.** Seller agrees to pay MiCTA an Administrative Fee for purchased Program Products and Services (as defined in Exhibit A) in accordance with **Attachment D - Reporting and Administrative Fees Due MiCTA** of the Agreement
- 3. No Other Modifications.** Except as provided in this Amendment above, the terms and conditions of the Agreement remain unchanged.
- 4. Conflicts, Use of Terms, Headings.** In the event of conflict between the terms and conditions of the Agreement, and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date of last signature below.

**MiCTA**



By: Timothy von Hoff, CEO

November 4, 2022

Date

**Seller**

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Signature

Clifton Miller, Jr.

Print Name

Director - Contract Management

Title

November 4, 2022

Date

**DIGITAL INCLUSION PROGRAM****(ADDED TO ATTACHMENT A - PRODUCT LINE AND PRICING)****1. DEFINITIONS**

Capitalized terms not defined in this Exhibit will have the meaning provided in the Agreement.

- 1.1. Approved Use Case:** Provision of wireless connectivity to underserved individuals to promote economic and social advancement. Approved Use Case specifically excludes healthcare related purposes, and use of the Program Products and Services for healthcare related purposes, including telehealth is strictly prohibited.
- 1.2. Eligible Customer:** A MiCTA Member that serves Eligible Users, that is located in any of the following states: Alaska, Arizona, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wisconsin, or Wyoming, or such other location approved by Verizon.
- 1.3. Eligible Users (individually “Eligible User”)** means those individuals served by an Eligible Customer who (i) participate in the National School Lunch Program or School Breakfast Program, (ii) are Pell Grant, SNAP, Medicaid, Section 8 Voucher, Public Housing, or WIC recipients, (iii) are members of households (as defined by federal tax guidelines) with a household income that is lower than 135% of the income designated by the Federal Poverty Guidelines, or (iv) are participants of one of these assistance programs and lives on qualifying tribal lands: Bureau of Indian Affairs General Assistance, Tribal TANF, Food Distribution Program on Indian Reservations, Tribal Head Start, Affordable Housing Programs for American Indians, Alaska Natives, or Native Hawaiians.
- 1.4. Line Term:** The term for each line (the “Line Term”) begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (12 months). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis.
- 1.5. Program Products and Services:** The plans, features, products and services described below and set forth in Appendix 1 of this Attachment.

**2. PURCHASES BY ELIGIBLE CUSTOMER**

During the term of the Agreement, an Eligible Customer may purchase Program Products and Services under this Agreement for use by Eligible Users for an Approved Use Case, subject to the pricing conditions provided below and the terms of this Attachment and the Agreement. The Eligible Customer will be solely responsible for ensuring that it only makes Program Products and Services purchased hereunder available for use by individuals meeting the criteria for an Eligible User in an Approved Use Case. If Verizon Wireless determines that Program Products and Services are being used outside the scope of this subsection, Verizon Wireless reserves the right, without liability or right of refund, to terminate the Member Participation Agreement with the Eligible Customer, to cease providing the Program Products and Services that are being used out of scope, to reset the pricing for the Program Products and Services used out of scope to commercial rates then in effect retroactive to the date Verizon Wireless began providing the Program Products and Services, or to do all or any combination of the foregoing. The Eligible Customer will also be solely responsible for any liability arising out of use of the Program Products and Services outside the scope of this subsection.

### **3. SUBSCRIBER/CUSTOMER OF RECORD AND PRIVACY NOTICE**

The Eligible Customer completing a purchase under the Program will be the customer of record under all Program Products and Services it purchases. It will also be solely responsible for ensuring compliance with privacy disclosure and consent obligations to the Eligible Users regarding the Eligible Customer's access to Program Products and Services usage records. At a minimum the Eligible Customer must:

- 3.1.** Notify the Eligible User that the Eligible Customer, and not the Eligible User, is the customer of record under the Program Products and Services;
- 3.2.** Notify the Eligible User that, as the customer of record under the Program Products and Services, the Eligible Customer will have the ability to view, monitor, and access all Program Products and Services usage records, including telephone call detail records (telephone number called, and time, date, and duration of calls), the location of Program Products and Services (including phone or hot spot device location), and date stamp and recipient number of text messages;
- 3.3.** Secure the Eligible User's acknowledgement of and consent to the foregoing; and
- 3.4.** Take such other action as necessary to ensure compliance with applicable law regarding the Eligible User

### **4. PRICING CONDITIONS.**

Pricing is conditioned on activating in the aggregate (among all Eligible Customers) and maintaining no less than 5,000 active and billing lines of service under the Agreement for the Program ("Combined Lines") within six (6) months of the Effective Date of Amendment 3. Should the Combined Lines fall below 5,000, any Eligible Customer that has executed a Program Service Addendum may activate a sufficient quantity of lines to reach and maintain 5,000 active and billing lines, or the Program Products and Services then in effect (for existing and new Eligible Customers) will be moved to commercial rates. Seller will notify Eligible Customers with active and billing Program lines of service as soon as reasonably practicable if the Combined Lines fall below 5,000. Eligible Customers shall not have any right of audit with respect to the Combined Lines, but may request that Verizon certify in writing that the Combined Lines have fallen below 5,000 active and billing lines.

### **5. MINIMUM LINE TERM**

In the event of termination of service on any line of service before the completion of the required line term, the Eligible Customer will be charged the monthly access rate for the balance of the line term.

### **6. SUBSIDIZED DEVICE OFFER RECOVERY FEE ("ORF")**

For those lines associated with Subsidized Devices Eligible Customers purchase under the Program, if the line is canceled prior to completing the Line Term, in lieu of an ETF, Verizon Wireless will charge an ORF, which will be the amount of device discounts and device credits you receive at point of sale for any line taking advantage of this offer. The initial dollar amount of the ORF associated with a device purchased with this offer will be specified in your point-of-sale material. The ORF will be reduced equally each month throughout the Line Term for as long as the line remains active.

### **7. NO RESALE**

Absolutely no reselling of Products or Services is permitted.

### **8. MOBILE DEVICE MANAGEMENT**

The Eligible Customer is solely responsible for provisioning the Products and Services with a mobile device

management software for compliance with the Children's Internet Protection Act where compliance is required.

## **9. PROGRAM ADDENDUM**

Eligible Customers seeking to purchase Program Products and Services must execute a Digital Inclusion Program Service Addendum to the Member Participation Agreement (in addition to the Member Participation Agreement) in form substantially similar to Appendix II.