



Amendment No. 5 to the Telecommunications Master Agreement

This Amendment No.5 (“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, Seller was awarded Approved status, and the Parties executed that certain Telecommunications Master Agreement - No. # 171AN-MTCWA2021-1226 - dated December 13, 2021;

WHEREAS, Seller later proposed the addition to the Agreement of products and services provided through its Digital Inclusion Program (“Program”), and the Parties executed Amendment No. 3 to the Agreement adding these products and services; and

WHEREAS, Seller and MiCTA now desire to amend and restate Amendment No. 3 to address ministerial changes noted after Amendment No. 3 was executed, 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:

This Amendment amends and restates Amendment No. 3 in its entirety.

- 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.

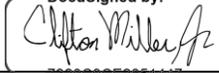
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date of last signature below.

MiCTA


By: Timothy von Hoff, CEO
12/7/2022

Date

Seller

DocuSigned by:

7320C9CE2851447...
Signature
Clifton Miller, Jr.
Print Name
Director - Contract Management
Title
12/7/2022 | 12:13 PM PST
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. K-12 schools and libraries are not eligible for this program.
- 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 (12 months). Line Term extensions or renewals are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades with subsidized Equipment. When the Line Term expires, Wireless Service continues on a month-to-month basis, unless the line term is reset or extended by a qualifying event, like a device upgrade or a similar qualifying event.
- 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 Eligible Customers activating in the aggregate 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. UPGRADE ELIGIBILITY OF SUBSIDIZED DEVICES

Devices provided at a reduced cost as part of the Program Products and Services ("Subsidized Devices") are eligible for upgrade after being in active and billing service for twenty-four (24) months. The upgrade of Subsidized Devices renews the Line Term for that device.

7. SUBSIDIZED DEVICE OFFER RECOVERY FEE ("ORF")

If a line with a subsidized device (as specified in the attachments to this agreement or at the point of sale) is terminated or if the device is otherwise disconnected from the network before completion of the Line Term, the Eligible Customer will be charged an Offer Recovery Fee ("ORF"), which will be the total amount of device discounts and device credits received at the point of sale, reduced equally each month the line remains active and billing during the Line Term. The initial amount of the ORF will be specified with point-of-sale material.

8. NO RESALE

Absolutely no reselling of Products or Services is permitted.

9. 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.

10. 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.