



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 8

DEC 09 2021

CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services,
Associated Services/Equipment

CONTRACTOR

SUPPLIER ID

CONTRACT NO.

Cellco Partnership
Dba Verizon Wireless
7600 Montpelier Road
Laurel, MD 20723

1000011529

4400006679

By mutual agreement, Contract 4400006679 is amended to add Enterprise Messaging Service to the contract.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:

DocuSigned by:

7326G9CE2851447
Signature

Director Contract Management (WLS)

Title

Clifton Miller, JR.

Printed Name

November 16, 2021

Date

Michelle R. Pratt
Director

MRP/rt

DISTRIBUTION:

Contractor

FCPS - DIT – Jean Welsh, Melissa York

✓
12-9-21

Verizon Wireless
10170 Junction Drive
Annapolis Junction, MD 20701

November 5, 2021

Fairfax County Public Schools

Michelle Pratt
Direct Contract Management

**8115 Gatehouse Road Suite 4400
Falls Church, Virginia 22042
United States**

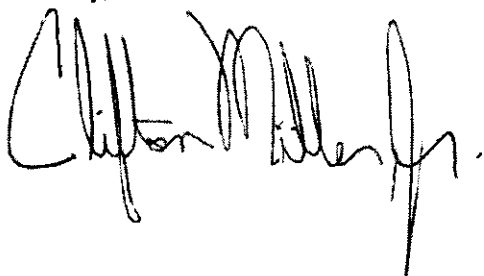
Dear **Michelle Pratt**:

Verizon Wireless is pleased to introduce Fairfax County Public Schools to our Enterprise Messaging Service which will allow you to send high volumes of SMS messages in a fast, secure, and efficient way. The material attached details the terms and conditions of the Enterprise Messaging Service which will provide the terms of use for the Enterprise Messaging Service.

To begin taking advantage of this service, please sign the attached form and return it to your Verizon Wireless Sales Representative today. **The attached Acknowledgement Form will become effective when signed by an authorized representative of Fairfax County Public Schools.**

Please feel free to contact your Verizon Wireless Sales Representative with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Clifton Miller, Jr.", with a stylized flourish at the end.

Clifton Miller, Jr.
Director, Contract Management – State & Local Government

FAIRFAX

Enterprise Messaging for Non Public Safety			
Monthly access fee discounts are reflected in the below pricing. No further discounts apply.			
Text Only (SMS)			
# Messages Included		Monthly Access	Per Message Rate After Allowance
15,000	(98209)	\$50.00	\$0.01
100,00	(98212)	\$200.00	\$0.01
500,00	(98213)	\$975.00	\$0.01
1,000,000	(98215)	\$1,850.00	\$0.01
5,000,000	(98233)	\$9,000.00	\$0.005

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use E-Compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may be updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. Public Safety/First Responders:—Public Safety/First Responders shall not be subject to the minimum five (5) Government Subscriber requirement. Additionally, for eligible Customers, Customer acknowledges and agrees that the \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities.

4. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, and proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the

number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

5. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

6. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

8. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. INDEMNIFICATION: Customer shall defend, indemnify, and save harmless Verizon Wireless and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of Enterprise Messaging or EMAG including reasonable counsel fees and costs.

10. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

11. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Customer's Government Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Government Agreement these terms shall control with respect to Enterprise Messaging.

SIGNATURES

Customer represents and warrants to Verizon Wireless that: (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action of Customer to the extent applicable; and (b) the person signing this Agreement on Customer's behalf is duly authorized to bind Customer to this Agreement. Customer further represents and warrants that it shall use EMAG service only with enrolled subscribers and in accordance with this Agreement and applicable industry standards.

Customer: Fairfax County Public Schools	Address: 8115 Gatehouse Road Suite 4400 Falls Church, Virginia 22042 United States
Profile ID: 3854061 (D&B Location: 198417979)	NAICS: 611110
Signature: <i>Michelle Pratt</i>	Date: <i>12/8/21</i>
Name: <i>Michelle Pratt</i>	Title: <i>Director Procurement</i>

FAIRFAX

CUSTOMER ENTERPRISE MESSAGING CONTACT INFORMATION

Contact Name: **Michelle Pratt**

Phone Number: **703-850-1400**

Email Address: **rtaylor@fcps.edu**

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