



Appendix E
DIR Contract No. DIR-TSO-3415
Verizon Wireless E-Rate Customer Agreement

This agreement is dated 20 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement").

This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov/> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference. The term of this Customer Agreement will be from through .

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

E-Rate Program Participation and Invoicing Procedures:

The terms and conditions of this Customer Agreement apply with respect to any wireless services for which Customer seeks or receives funding from the Universal Service Fund ("USF") as administered by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") ("E-rate Program"). To the extent that Customer is seeking E-rate funding, Customer is solely responsible for applying for and securing any E-rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. Verizon Wireless has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon Wireless harmless with respect to any such assistance or information provided to Customer.

Verizon Wireless agrees to fulfill E-rate requirements that apply to service providers and will work with Customer as needed to support its participation in the E-rate Program. Verizon Wireless will support both the SPI (Form 474) the BEAR (Form 472) methods of reimbursement as selected by the Customer during Verizon Wireless' E-rate account registration process. Verizon Wireless' SPIN is 143000677. Verizon Wireless' FCC Registration Number is 0003-2906-73.

Customer agrees to fulfill E-rate requirements that apply to E-rate Program applicants/participants and work with Verizon Wireless as needed to support its participation in the E-rate Program. Customer will register all accounts for which it applied for E-rate funding during Verizon Wireless' E-rate registration. Account registration will be completed through a URL that will be sent to the point of contact identified on Customer's Form 471. During account registration, Customer will select its reimbursement method (BEAR or SPI). Any accounts not registered by the registration deadline are deemed to have elected BEAR reimbursement method. Verizon Wireless reserves the right to refuse to change invoicing method after the beginning of the funding year. Customer also agrees to submit a copy of its Item 21 information from its Form 471 to ERATE_slcforms@VerizonWireless.com before the registration deadline. Customer bears all responsibility for maintaining lines for which Customer did not submit an E-rate application on a separate sub-account.

If Customer selects the SPI (Form 474) process, Verizon Wireless will bill Customer the total amount due until Verizon Wireless receives certification approval from USAC to release the approved percentage of credits to the account, and Form 486 is filed. After confirmation is received, Verizon Wireless will apply a credit to Customer's monthly invoices for the amounts approved by USAC and is responsible for submitting SPI Forms to USAC for E-rate reimbursement. Upon request, Customer will provide any appropriate documentation or information to Verizon or USAC in support of Verizon's request(s) for payment.

If Customer selects the BEAR (Form 472) process, the Customer must provide account information to Verizon Wireless and pay invoices in full before Verizon Wireless will certify the BEAR form. In order for Verizon Wireless to certify BEAR forms in a timely manner, Customer must provide its account number and other related information to Verizon Wireless in addition to the completed BEAR form. Failure to provide necessary information will likely extend processing time. Verizon Wireless will provide the Customer with the signed and dated page 4 of the BEAR Form after Customer submits the completed form to Verizon Wireless with sufficient time and information to validate Customer's account(s). To expedite processing, Customer should use USAC's online BEAR form, available at: <http://www.usac.org/sl/tools/forms/default.aspx>. (Please remember to include your Verizon Wireless account number in the comments section.) Verizon Wireless will also accept completed BEAR forms by e-mail. After receipt and processing of BEAR forms submitted by e-mail, Verizon Wireless will provide the Customer with the signed and dated page 4 of the BEAR Form. Customer is responsible for submission of BEAR forms to USAC.

Customer agrees to pay Customer's portion of approved invoiced charges regardless of whether Customer chooses to participate in USAC's Service Provider Invoice ("SPI") process or Billed Entity Applicant Reimbursement ("BEAR") process. If for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon Wireless charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the wireless services provided under this Agreement that are not paid to Verizon Wireless from E-rate funding, including, if applicable, reimbursing to Verizon Wireless any funds which Verizon Wireless is obliged to return to USAC on account of Customer in connection with the Agreement.

If within twelve (12) months after this Agreement is signed by either party, Customer has neither notified Verizon Wireless that it has received USAC approval of E-rate funding for E-rate Services nor ordered Verizon Wireless products and/or services, then Verizon Wireless reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.

In accordance with the State Contract, Verizon Wireless' commercial invoices shall include separate line items for equipment and monthly wireless service.

The Customer is responsible for reviewing the Eligible Services List and/or contacting USAC with questions about the eligibility of specific products/services being purchased under this Agreement. Verizon Wireless makes no representation or warranty whatsoever with respect to the eligibility of any particular Services for E-Rate funding, as such determination rests solely with the Schools and Libraries Division of USAC. Any reference to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.



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The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

Period of Performance: _____ through _____

FEIN Number: _____ Existing Vendor Customer Account Number(s): _____

USAC/E-Rate Billed Entity Number (BEN): _____

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): _____

Verizon Wireless Sales Representative Name: _____ and Wireless Phone Number: _____ and GID: _____

Verizon Wireless Profile ID(s): _____

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this _____ day of _____, 20____

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|------------------------------|------------------------------|
| Customer Name: | Verizon Wireless: |
| Authorized Signature: | Authorized Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |