

Verizon MDM Implementation Service

Service Terms

1. Parties and General Terms

These Service Terms are entered into between Verizon Wireless and Customer. These Service Terms are entered into pursuant to the General Terms and by placing an order for the Verizon MDM Implementation Service, you hereby agree to be bound by the General Terms and these Service Terms. All capitalized terms used but not expressly defined in these Service Terms have the meanings given to such terms in the General Terms.

2. Project Description

Verizon Wireless will provide Customer with setup, configuration, and onboarding assistance for Verizon Mobile Device Management (MDM), as further described below (such services to be performed by Verizon Wireless, the “MDM Implementation Service” and such engagement by Customer of Verizon Wireless to complete the MDM Implementation Service, the “Project”).

3. Scope of Work

Verizon Wireless will perform the following activities in connection with the MDM Implementation Service.

3.1 Methodology

Verizon Wireless will perform the MDM Implementation Service according to and in the order of the stages set forth in this section. As described in Section 4 below, Verizon Wireless will draft a deliverable for certain stages (Deliverables), which are subject to Customer’s review and approval.

- **Project Initiation**
- **Orientation and Requirements Gathering**
- **Remote Setup and Onboarding of Verizon MDM**

3.2 Project Initiation

Verizon Wireless’ Solutions Engineer (“SE”) will coordinate the Project kickoff meeting in accordance with the Project Plan, as described below.

Customer will appoint a single point of contact (“SPOC”) or program management team that is responsible to coordinate the Project activities with Verizon Wireless and ensure timely data flow and exchange of information required for execution of the Project within the agreed time frame.

3.3 Orientation and Requirements Gathering

Verizon Wireless will work with Customer to capture requirements pertinent to the delivery of the MDM Implementation Service in the Project Plan. This may include a review of device make, model, and software versions and providing a documented list of device information and any other information that may be required to enable Verizon Wireless to provision the MDM Implementation Service. Customer will also define user groups and policies to be assigned to each user device and identify remote diagnostics and firmware controls.

3.4 Remote Setup and Onboarding. The MDM Implementation Service will be performed remotely by designated SE’s.

3.4.1 Implementation

Verizon Wireless will complete the MDM Implementation Service work in accordance with the Project Plan. Verizon Wireless will perform the following on behalf of the customer through its access to the Verizon MDM internal server:

- Review to confirm appropriate licenses have been purchased
- Create user groups on behalf of Customer as defined by requirements
- Create user policies on behalf of Customer as defined by requirements
- Coordinate the configuration of Device Enrollment with the use of Apple Business Manager (ABM), Knox Mobile Enrollment (KME), Android Zero Touch (AZT) or similar tool, if applicable
- Oversee a pilot test for a controlled user group
- Oversee initial production deployment of Verizon MDM across Customer requirements

If Customer wants to use Verizon MDM Implementation Service to provision SIM Secure, Verizon Wireless will perform the following on behalf of the Customer with respect to the SIM Secure service.

- Review to confirm appropriate SIM Secure licenses have been purchased
- Create user groups on behalf of Customer as defined by Customer's requirements.
- Oversee a pilot test for a controlled user group for provisioning requests of SIM Secure
- Initiate provisioning request of all remaining SIM Secure licenses, so long as provisioning request is made within 10 business days of the start of the MDM Implementation Service or, if there is a pilot test for SIM Secure provisioning, then within 10 days of the end of the pilot.

3.5 Project Management

Verizon Wireless' SE shall act as the Verizon SPOC throughout the Project, and is responsible for managing the Change Order process, as defined below.

Should the Project's requirements change during the course of the Project, the SE will ensure that any modifications to these Service Terms or the Project Plan are agreed and documented in a mutually executed and agreed to change order ("Change Order").

Verizon Wireless will work with Customer to schedule a kickoff meeting to initiate the Project. Verizon Wireless and Customer will collaborate to determine required stakeholders, other attendees, and agenda. At or before the kickoff meeting, Customer shall provide a list of appropriate contact personnel with after-hours emergency contact numbers. As an output of the meeting, Verizon Wireless will produce an agreed upon Project Plan, which specifies certain Verizon MDM setup criteria, dates, times, Customer SPOC information, Verizon Wireless SE information and, as applicable, other relevant Project information ("Project Plan").

All Project management activities and duties will be delivered remotely.

4. Deliverables and Documentation to be produced by Verizon Wireless

Deliverables are for Customer and Verizon Wireless use only. Customer may disclose a Deliverable to a third party pursuant to the General Terms' confidentiality terms. Deliverables to be provided by Verizon Wireless are:

4.1 Project Plan - Written outline of Project to be completed by the Verizon Wireless SE and Customer following the kickoff meeting, to include the information described in Section 3.5 above, as applicable. The final Project Plan will be mutually agreed via email to prior to moving to the next phase of the project.

4.2 Project Completion Package - Customer must accept Project completion by replying to an e-mail sent by the Verizon Wireless SE or other Verizon Wireless contact, with the specified Project Plan attached, stating acceptance of the attached Project Plan and post-sale support document (collectively, the "Project Completion Package").

All documentation will be delivered to the Customer electronically in the Adobe Portable Document Format (PDF) or Microsoft Office formats.

4.3 Customer Acceptance - Customer agrees to provide notice of acceptance of work and/or Deliverables promptly upon completion; however, failure to provide notice within 15 business days will be deemed acceptance. If any completed work or submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in these Service Terms Customer agrees to notify Verizon Wireless within fifteen (15) business days. The process for correcting work or resubmitting Deliverables set forth in the General Terms shall apply.

5. Customer Obligations

Delivery of the MDM Implementation Service by Verizon Wireless is dependent upon Customer's performance of the following:

5.1 Customer will provide a SPOC or program management team, personnel contact information, and authorization documentation and otherwise allocate sufficient resources and timely perform tasks reasonably deemed necessary to enable Verizon Wireless to perform the MDM Implementation Service.

5.2 Customer will schedule the MDM Implementation Service with at least 2 business days advance notice.

5.3 To the extent necessary or not already available to Verizon Wireless, Customer will provide a complete list of devices, Mobile Device Number (MDN) and IMEI information to be setup along with a desired schedule and actively participate in scheduled meetings and provide other accurate and timely information and data required for Verizon to perform the MDM Implementation Service, as reasonably requested.

5.4 Customer will be responsible for defining policies related to each end user individual or group.

5.5 Customer will be responsible for entering all configurations into the appropriate device enrollment portals during the MDM Implementation Service session(s).

5.6 Customer will be responsible for providing a device that has access to the Customer's My Business Account Portal (Internet access) with account rights for Verizon MDM.

5.7 Customer will be responsible for obtaining and/or maintaining access to compatible video conferencing software to facilitate the provision of the MDM Implementation Service.

5.8 Customer will promptly confirm acceptance of the work and/or Deliverables via email.

6. Conditions. Delivery of the MDM Implementation Service by Verizon Wireless is predicated on the following conditions:

6.1 The MDM Implementation Service is based on Verizon Wireless' understanding of Customer's requirements as documented in these Service Terms and in the Project Plan. Project scope changes will be made per the mutual execution of a Change Order.

6.2 Access to Customer contacts and resources must be provided by Customer during designated time frames, which will be established during the Project kickoff meeting. The failure to provide this timely access could delay completion of the MDM Implementation Service.

6.3 Customer retains responsibility for ordering the applicable Verizon MDM licenses as defined in the Project kickoff meeting. Customer also has responsibility for configuration of device enrollment programs (ABM, KME, AZT) with Verizon Wireless oversight.

6.4 Resource assignment to the Project is dependent on the date of acceptance or full execution date of

these Service Terms. Verizon Wireless generally requires up to 2 business days after these Service Terms are accepted or fully executed by Verizon Wireless and Customer to assign resources.

6.5 Unless otherwise agreed, all MDM Implementation Service will be performed between the hours of 08:00 AM to 05:00 PM (local time where MDM Implementation Service are performed), Monday through Friday, excluding public and generally observed holidays where the MDM Implementation Service are performed.

6.6 The provision of the MDM Implementation Service shall require the Verizon Wireless SE to communicate with Customer via video conferencing software and/or for Customer to remotely share their screen. To enable such communication via video conferencing software, Customer may be required to run certain software applications, access video conferencing applications and have the ability to utilize certain video conferencing applications on Customer's device. Customer consents to the use of video conferencing software in connection with the provision of the MDM Implementation Service and acknowledges and agrees to the requirements specified in the preceding sentence.

6.7 Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon Wireless access to any programs, systems, data, materials or other information furnished by Customer to Verizon Wireless for the purpose of enabling Verizon Wireless to perform the MDM Implementation Service.

6.8 Customer is responsible for backing up the software and data that is stored on Customer devices. Verizon Wireless shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. Verizon Wireless may decline to provide the MDM Implementation Service if it determines that Customer has not taken appropriate backup measures.

6.9 Customer is responsible for ensuring that any records containing confidential information, personally identifiable information, sensitive information, financial or health related data are not visible to the Verizon Wireless SE during the course of the performance of the MDM implementation Service.

6.10 Solely for purposes of facilitating the provisioning of the MDM Implementation Service, Customer consents to the use and sharing of Customer information within the Verizon Wireless family of affiliates, that may be collected by Verizon Wireless in connection with the use of Customer's underlying wireless service or other Verizon Wireless products and services.

6.11 Verizon Wireless can, immediately and without notice, limit, suspend or terminate the MDM Implementation Service for any good cause, including, but not limited to: (1) if Customer breaches the General Terms or these Service Terms; or (2) if Customer, any user of Verizon MDM or the Verizon MDM Implementation Service, or any SPOC on Customer's account threaten or harass our representatives or the Verizon Wireless SE.

7. Change Orders and Pricing

7.1 Change Orders

Either party may propose an amendment to these Service Terms by submitting a written request for a change to the other party. The Change Order request must describe the change, the rationale for the change and the effect the change will have on these Service Terms, including any additional costs or time required to complete the work. Verizon Wireless will document the request for change, which will set forth the terms and conditions for the changes requested as described herein. No change order will be implemented without email confirmation of the amended Service Terms from Customer.

7.2 Pricing and Invoicing

The applicable cost based on MDM license quantity set forth in the pricing chart below will be invoiced to Customer upon purchase of the MDM Implementation Service:

License Quantity	Cost of MDM Implementation Service
1-10	\$99.00
11-499	\$350.00
500-999	\$650.00
1000+	\$0.70 per license

Customer agrees to pay all fees invoiced in connection with the applicable order for the MDM Implementation Service. Verizon Wireless generally invoices fees upon the purchase of the MDM Implementation Service, to be reflected on the Customer's first bill cycle after purchase. In addition to the cost above, any applicable Taxes, as further described in the General Terms, shall also be invoiced.