

Verizon Wireless Mobile Broadband Priority Services Government Trial Agreement

This agreement ("Trial Agreement") between the : **City of Waukesha** (Customer) and Cellco Partnership, dba Verizon Wireless ("Verizon Wireless" or "Verizon"), is for a term of ninety (90) days, beginning on **12/07/2018** and ending on **03/06/2019** (Trial Period), for the trial use of Verizon Wireless Mobile Broadband Priority Service (collectively, the "Service") at no charge to the Customer. Access to the commercial services, upon completion of the Trial, is subject to commercial contract execution. The following terms shall apply to the Trial:

1. **Participation.** Customer agrees to participate in a trial of the Service ("Trial") as set forth in "Exhibit A". The Service is for U.S. employees of Customer only and for use solely in the United States. Customer agrees to use the Service for business purposes. The Service is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following NAICS codes:
 - a. **MBP NAICS Codes: 921110**
2. **Description of Services.** The scope of this Trial Agreement includes only Verizon Wireless Public Safety Mobile Broadband Priority Services ("MBP") as described below:
 - a. **MBP.** Customer currently receives the Mobile Broadband service pursuant to **State of Wisconsin, Department of Administration – Contract No. 50SENT-M17-WIRELESSPH-01, June 30, 2017**, which is incorporated herein by reference. This Trial is for Customer's use of the MBP, a feature for Mobile Broadband. MBP ensures Customers can connect to the network with priority by leveraging a pool of radio resources to enable their connection. MBP identifies the user with access priority setting, giving them higher priority for network access than lower access class users.
3. **Intellectual Property/Title.** All rights, title, and interest in equipment, software, facilities and documentation used by Verizon Wireless to provide the Service will remain vested in Verizon Wireless and/or its vendors. Except as expressly granted herein, Customer receives no ownership, license or other interest in or to any intellectual property created or delivered by Verizon Wireless.
4. **Trial Requirements.** The location of Customer's server responsible for establishing the connection to Verizon's network, and their archiving servers must be at a U.S. location. Verizon provides no service level commitments or quality of service standards for the Trial. Verizon will provide to Customer maintenance, technical and support service for the Trial, as determined by Verizon.
5. **Permitted Use/Fraud:** Customer shall use MBP only for lawful purposes. Customer is responsible for the security of its network and end-user devices (including end-user devices used in relation to MBP).
6. **Maintenance/Service Changes/Termination of Service:** Verizon Wireless may limit access to the Service in order to perform maintenance to the Service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure the Service as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE SERVICE IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TRIAL AGREEMENT OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Trial Agreement; (b) unlawful use of the Service; (c) using the Service in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the act by any governmental body of competent jurisdiction that interferes with the provision of the Service; or (f) violation of Verizon Wireless's security requirements.
7. **Confidential Information:** Customer agrees that the Trial as well as any information concerning this Trial, including any reports and observations, as well as any business practices of Verizon Wireless (including that of its affiliates, parents, and subsidiaries) is "Confidential Information" and shall be maintained in strict confidence and not be disclosed to any third party without the prior written consent of Verizon Wireless. Customer shall not disclose Confidential Information to any employees or agents except those individuals who have a need to know the Confidential Information in order to participate in this Trial.
8. **Termination.** Either party may terminate this Trial Agreement at any time prior to the end of the Trial Period by providing ten (10) days written notice to the other party. Verizon can limit, suspend, or cancel customer's access to or use of the Trial in accordance with Section 8 of this Trial Agreement.
9. **No Warranties:** VERIZON WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE TRIAL AND ANY LICENSED MATERIALS. THE TRIAL INCLUDING ANY LICENSES MATERIAL AND SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS OR ITS LICENSORS. VERIZON WIRELESS DOES NOT WARRANT THAT THE TRIAL WILL BE ERROR FREE. VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE TRIAL OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS CAUSED DUE TO VERIZON WIRELESS' WILLFUL MISCONDUCT.
10. **Limitation of Liability:** Verizon Wireless shall not be liable to Customer, its employees, contractors, agents, suppliers, or any third party for injuries to persons or property arising from Customer's use of the Trial. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS TRIAL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.
11. **Governing Law and Choice of Forum:** This Trial Agreement will be governed, interpreted and enforced in accordance with the federal laws of the United States of America. To the extent permitted by federal law, the laws of the State of New York will apply in the absence of federal law. However,

if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted, said statute will not govern any aspect of this Trial Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern.

- 12. Miscellaneous.** Customer agrees that its use of the Trial will comply with any applicable local, state, federal and international laws and regulations including the General Data Protection Regulation (GDPR) regarding safeguarding privacy. This Trial Agreement may not be assigned in whole or in part by the Customer without prior written consent of Verizon. No failure or delay by a party to exercise or enforce any right herein shall operate as a waiver of any such right. Any failure of Verizon to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any government or agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Verizon's reasonable control. Customer and Verizon are independent contractors to one another, and nothing in this Trial Agreements creates an agency, partnership, joint venture or employee relationship between Customer and Verizon. This Trial Agreement supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written.

Customer Signature

The party signing this Trial Agreement represents that they have the legal capacity to enter into this agreement and is authorized to bind the Customer. If there are any questions or problems with the Trial, please contact your sales representative set out in Exhibit "A" to this Agreement.

Signed	Date	Agency Name	
Name		Address	
Title		City	State
		Contact Number	
		Zip	

ANY CHANGES TO THIS AGREEMENT MUST BE MUTUALLY AGREED TO BY ALL PARTIES IN WRITING

Exhibit "A"
Scope of Trial

Number of Lines on MBP: [197]

<u>Verizon Wireless POC</u>	<u>Customer POC</u>
<u>Address:</u> One Verizon Way Basking Ridge, NJ 07920	<u>Address:</u> 201 Delafield Street Waukesha, WI 53188
<u>Contact Information</u> Primary Contact Name: Jennifer Johans Title: Client Partner – Business Sales Telephone: 414-305-1019 Email: Jennifer.johans@verizonwireless.com Secondary Contact Name: Donald B. Miller Title: Senior Manager – Business Sales Telephone: 312-405-5515 Email: don.b.miller@verizonwireless.com	<u>Contact Information</u> Primary Contact Name: Chris Pofahl Title: IT Director Telephone: 262-524-3566 Email: cpofahl@waukesha-wi.gov Secondary Contact Name: Contact Title: Telephone: Email:
<u>Other Key Trial Details:</u> <u>ECPD ID: 770007</u> <u>Activation/Delivery Date for Services: 12/07/2018</u> <u>Geographic Location: United States</u>	