

New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement

Verizon Wireless (“Vendor”) and the New York State, Office of General Services have entered into a contract for Cellular and Data Equipment & Services (“Contract”) with an effective date beginning on September 16, 2019 through and any and all amendments and/or addenda thereto. Pursuant to the Contract, the _____ is a government entity/Non-State Agency (as defined in the Contract) eligible to participate under the Contract as an authorized user (“Authorized User”).

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the “User Agreement”), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions; any online Verizon “Terms of Service” do not apply to purchases made under the Contract. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined (as defined by State Finance Law § 163(1)(k)) under the terms of the Contract;
- (2) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract. Consistent with Section 6.25.1 of the Agreement, by placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the New York State, Office of General Services or its designee, upon the New York State, Office of General Services request or as part of a contractual reporting requirement to the State of New York, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this Contract;
- (3) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor. The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between Authorized User and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for wireless services and products utilized by other authorized users;
- (4) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Verizon. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Verizon does not make any representations or guarantees that these products meet any contract security requirements;
- (5) Verizon Wireless requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by this User Agreement to include access to the account, ability to purchase equipment, add lines of service, and cancel service (“Government Subscriber billed lines”). Government Subscriber billed lines of service are billed under the “Authorized User Name” and “Authorized User Federal Tax ID”. By completing Schedule ‘A’ - “Request for Authorized Contact” and signing this form you have certified that you have the authority to financially bind the Authorized User. The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, and make changes to the account. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

Schedule 'A' – "Request for Authorized Contact" - List below the employee(s) that you are designating as Authorized Contact(s).

Print Name:	Print Name:
Title:	Title:
Office Phone:	Office Phone
Cell Phone:	Cell Phone:
Email Address:	Email Address:

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Schedule 'B' – "Authorized User Information" - Enter below the Authorized User's information.

Participation Eligibility – check only one box **(REQUIRED)**:

- 1. State Agency:**
(e.g., New York State Office of Mental Health, Office of the State Comptroller, etc.)
- 2. SUNY:**
(e.g., Stony Brook University, Erie Community College, etc.)
- 3. Non-State Agency:**
(e.g., local governments, public authorities, public schools, fire districts, public and nonprofit libraries, certain other nonpublic/nonprofit organizations)

Questions regarding your organization's eligibility to purchase from this Contract may be directed to NYS Procurement Services at 518-474-6717 or <https://online.ogs.ny.gov/purchase/snt/othersuse.asp>

Print Name:		
Address:		
City:	State:	Zip Code:
Federal Tax Identification Number:	MyBiz Point of Contact Name:	
Dun & Bradstreet Number:	Dun & Bradstreet Address (if different):	

The Authorized User represents and warrants that it has received or read a copy of the Contract, including Attachment 04 – "How To Use (procedures and instructions)".

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this User Agreement have been duly authorized by all necessary governmental action to the extent applicable; and (c) the person signing this User Agreement on its behalf is duly authorized to bind it to this User Agreement. Authorized User further represents and warrants that it shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless. AUTHORIZED USER ACKNOWLEDGES THAT UPON ACTIVATION OR CHANGE OF WIRELESS SERVICE OR EQUIPMENT, NOW OR IN THE FUTURE, THE CALLING PLAN, FEATURE, SERVICE AND EQUIPMENT TERMS, CONDITIONS AND PRICING APPLICABLE AT THE TIME OF ACTIVATION OR CHANGE SHALL APPLY TO ANY SUCH ACTIVATIONS OR CHANGES

Signed:	Title:
Print Name:	Email Address:
Date:	

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Verizon Wireless Information to be completed by Account Manager.

Account Representative Name:		
Account Representative Address/Location:		
Manager Name:		
Account Numbers:		
Add Domain(s):		
Existing <u>Employee</u> Profile:	Existing <u>Corporate</u> Profile:	Or Create <u>New</u> Profile (check only <u>1</u> box below):
		<input type="radio"/> Corporate Only
		<input type="radio"/> Employee Only
		<input type="radio"/> Corporate & Employee
		<input type="radio"/> M2M High
		<input type="radio"/> M2M Low
		<input type="radio"/> M2M ASH