

MIFI Hotspot Wireless Data Plan Agreement

THIS AGREEMENT is made this 29th day of September 2023, in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands, Department of Property and Procurement**, on behalf of the **Department of Education** (hereinafter referred to as "Government") of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands and **Virgin Islands Telephone Corporation dba VIYA** of 7G&7H Estate Diamond Christiansted, U.S. Virgin Islands 00820 (hereinafter referred to as "Contractor").

Acknowledge, as a result of the Covid-19 Pandemic and social distancing requirements, the Government of the Virgin Islands' Department of Education entered into Agreement No. SFC-DOE-STX-2021-028 dated August 27, 2021 with the Virgin Islands Telephone Corp. dba VIYA as amended by SFC-DOE-STX-2022-036 on September 23, 2021 to acquire 2450 unlimited wireless data plans to support academic instruction to kindergarten–twelve (K-12th) grade students receiving virtual instruction during Semesters I and II of the 2021-2022 School Year; and

Acknowledge, the Agreement expired pursuant to its term on January 31, 2022; and

Acknowledge, the Department of Education- St. Croix District requires 2100 unlimited data plans to support virtual and hybrid academic instruction throughout Semester III and IV of the 2021-2022 SY particularly February 1, 2022- June 30, 2022; and the 2022-2023 SY. A total of 2100 Mobile Wifi Hotspot devices will be provided by VIYA at no cost to the Department.

1. By signing this Wireless Data Plan Agreement (the "Agreement"), the Department of Education of 2133 Hospital Street, St. Croix, U. S. Virgin Islands 00820, ("VIDE-STX District") an authorized user of VIYA's Business Entity: Customer Number_____ elects to **acquire 2100 Unlimited Wireless Data Service** plans (the "Service") The Service includes unlimited data at 4G LTE speed (up to 75GB usage per month) for up 2100 Alcatel LinkZone 4G LTE Mobile WiFi Hotspot ("Device").
2. By adding these services VIDE-STTJ District agrees to the **monthly** rate for each activated Wireless Data Service at a monthly cost of:
 - a. **February 1, 2022- June 30, 2022 (2100 Units) at \$45.00 per unit, totaling Ninety Four Thousand Five Hundred Dollars and Zero Cents (\$94,500.00) per month. The total amount shall not exceed Four Hundred Seventy Two Thousand, Five Hundred Dollars and Zero Cents (\$472,500.00)**
 - b. **August 1, 2022- June 30, 2023 (2100 Units) at \$45.00 per unit, totaling Ninety Four Thousand Five Hundred Dollars and Zero Cents (\$94,500.00) per month.**

The total amount shall not exceed One Million Thirty Nine Thousand Dollars and Zero Cents (\$1,039,500.00)

3. The agreement's total compensation shall not to exceed **One Million Five Hundred Twelve Thousand Dollars and Zero Cents (\$1,512,000.00)**.
4. In exchange for subscribing to the Service through this Agreement, VIDE-STX District will be provided with 2100 Alcatel LinkZone 4G LTE Mobile WiFi Hotspot ("Device") provided at no charge (\$0.00). The Device's retail value is \$79.99 per unit.
5. **The term of this Agreement shall commence on February 1, 2022 and terminate on September 30, 2023** and shall be effective upon execution by the Commissioner of Property and Procurement.
6. VIDE-STX-District shall elect to acquire the services in part or in whole on an as needed basis by providing VIYA with an executed Purchase Order within ten (10) calendar days prior to the date of service.
7. Upon fifteen (15) days written notice by either party, Parties understand that services shall terminate at any time after the conclusion of the initial term. However, should either Party elect to terminate the Service prior to the end of the Initial Term, the VIDE-STX District will have thirty (30) days from the date the Services are terminated to return the device.
8. Should VIDE-STX District fail to return the Device in accordance with these terms, VIDE-STX District will be charged a \$49.99 for Device replacement fee on the Viya account.
9. Parties understand that the communicated cost for the service term is a special offer based on the circumstances surrounding the need and should not be communicated to any other entity.
10. Parties understand that the Service is only available within the United States Virgin Islands.
11. SIM card Serial Numbers will be added to VIDE-STX District upon activation

Device Terms

In order to receive the above-mentioned Service, Viya will provide VIDE-STX District with up to **2100 Devices at a charge of (\$0.00)**. The following terms and conditions will be applicable to the Device(s) provided:

1. If this Business Service plan is terminated upon writing by either party, VIDE-STX District shall return the Devices in proper working order* to a Viya Customer Experience Center located at 4600 Estate Diamond Christiansted St. Croix, VI 00820.
2. VIDE STX will have thirty (30) days from the date the Service is terminated to return the Device. If VIDE St. Croix District does not return the Devices to a Viya Customer Experience



Center in proper working order within those thirty (30) days, a device replacement fee will be assessed for \$49.99 per device.

3. The Device is not intended to be used with any network other than Viya's. VIDE-STX District expressly agrees to not use or attempt to use the Device with any other network.
4. The Devices shall be used for the educational purposes only.

**Device Return Condition Policy:*

The Device is expected to be returned in the same condition it was given. No Device will be accepted for return that shows signs of physical damage, water damage or excessive wear and tear. Business Customer is held responsible for the Device. If it becomes stolen, lost, or returned damaged, broken, or with missing parts Customer shall be charged a device replacement fee.

This Wireless Data Plan Agreement is subject to the following additional terms and conditions, which are hereby incorporated into this Agreement by reference:

- *Viya Fair Use Policy*
- *Viya Acceptable Use Policy*

These additional terms and conditions can be found at: <https://viyavi.com/>. Please read these carefully since they are important and affect your legal rights. Note that all additional terms and conditions are subject to change in the future so VIDE- STX District should periodically check this link for updated terms and conditions.

Sign and date below to indicate that on behalf of VIDE-STX, I have read, understand, accept and consent to the terms of this Wireless Data Plan Agreement, including the additional terms and conditions referenced herein.

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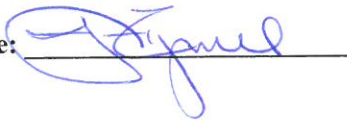


I certify that I have the authority to obligate the organization to this Wireless Data Plan Agreement.

VIRGIN ISLANDS TELEPHONE CORPORATION dba VIYA

Name: Julio Rhymer

Title: Chief Financial Officer

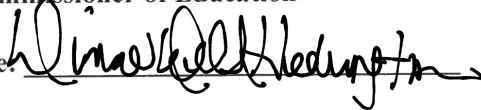
Signature: 

Date: 9/28/23

GOVERNMENT OF THE VIRGIN ISLANDS

Name: Dionne Wells Hedrington, Ed.D

Title: Commissioner of Education

Signature: 

Date: 09/29/2023

Name: Lisa M Alejandro

Title: Commissioner Designee of Property and Procurement

Signature:  MAT

Date: 9/29/2023