

**Terms of
service for
Fios TV
for Business**

Effective November 1, 2016



Terms of service for Fios TV for Business

These terms and conditions state important requirements about your rights and obligations and Verizon's connection with your use of Fios TV.

Please read them carefully.

- 1. Terms of service and Acceptance.** These Terms of Service (the "Agreement") are entered into between the Customer ("you," "your," "Company") and the Verizon affiliates ("Verizon," "us" or "we") set forth in Exhibit A that are providing Fios TV to you. This Agreement sets forth the terms and conditions under which you agree to use, and we agree to provide Fios TV service including Equipment and Programming (the "Service"). **Acceptance.** Your acceptance of this Agreement indicates your agreement to comply with our Terms of Service (including the Minimum Term and applicable early termination fee commitments outlined herein), and related policies regarding your use of the Service. **You agree with and are deemed to have accepted this Agreement by and upon the earliest of: (a) submission of your order; (b) the installation of the Service; (c) your use of the Service; or (d) your electronic or written acceptance.** Upon acceptance, the terms and conditions in this Agreement are legally binding on you and any other users of the Service. This Agreement includes the terms and conditions set forth below, plus our Privacy Policy, and the other policies and materials specifically referred to, all of which are incorporated herein by reference. The current version of this Agreement and applicable policies shall be available for your review at verizon.com/BizFiosTVTerms and verizon.com/Terms.
- 2. Definitions.** The term "Service" means Verizon's Fios TV for Business, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our television service. The term "Equipment" shall mean any digital adaptor, Set top box, digital video recorder, routers and peripheral devices provided to you by Verizon that are either rented by you or otherwise required to be returned to Verizon upon termination or

cancellation of Service, along with any software contained in or downloaded to such Equipment as part of the Service. The term “Equipment” does not include any router, remote control, or other device that you purchase from Verizon or a third party, or any remote control that is provided to you by Verizon. Such routers, remote controls, and other devices are referred to herein as “Other Devices”. The term “Equipment” does not include any device that has been designated by us as “Retired.” The term “Retired” designates devices, including routers, that may have originally been provided by Verizon, but are no longer subject to return to us. A list of Retired devices can be found at verizon.com/BizRetired. The term “Service Location(s)” refers to the physical location(s) at which the Service has been installed. “Programming” means content provided by Verizon or its third party licensors, providers or suppliers or accessible as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music and text, irrespective of the manner or format in which it is delivered. “Bundled Service(s)” means a combination or “bundle” of Services with one or more other eligible Verizon services, including but not limited to Fios Internet for Business and qualifying business telephone services.

3. **Service Changes.** Subject to applicable law, we reserve the right to change, rearrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying the Programming, the Equipment, Other Devices, and any other features, products and services that we offer to you as part of the Service.
4. **Term.** This Agreement shall be effective upon your acceptance of this Agreement, as provided above, and shall continue until you or we terminate this Agreement as permitted herein. If you subscribe to a plan with a minimum term commitment (a “Minimum Term”) you agree to maintain your Service or Bundled Service for the duration of each Minimum Term or to pay the applicable termination fees if you elect to cancel early. Your Minimum Term begins on the date of a) Service installation, b) on the due date established by Verizon (after the Equipment, and any applicable Other Devices, has been delivered) if the Service is self-installed

by you, or c) for already installed Service, the date your plan with a Minimum Term (a “Term Plan”) begins or renews. You will begin receiving any Term Plan or other discount associated with a Bundled Service plan once all included service components have been provisioned. At the end of any Minimum Term period, depending on the Term Plan selected, your Service will either automatically renew for another Minimum Term period at the then-current Term rates or convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate until terminated by either party as permitted by the applicable plan and this Agreement. When you select a Term Plan, the Minimum Term periods, monthly rates, renewal terms, early termination fee and other conditions of that plan as described in the information made available to you will also apply and are incorporated as terms of this Agreement. If you subscribe to an auto-renewal Term Plan, you may cancel any renewal by contacting Verizon within the thirty (30) day period before or the sixty (60) day period after the renewal date. In the event you change plans, your monthly rate, Minimum Term and renewal terms may change (depending on the plan you select); otherwise, the terms of this Agreement will remain in effect unless otherwise provided. We reserve the right to terminate the Service (or any part thereof) at any time during the Minimum Term or thereafter in the event we cease to offer the Service generally or to your location. If we cease offering the Service, we will give you at least thirty (30) days advance notice.

5. Use of the Service.

A. You agree to use the Service only for non-commercial purposes. You may not resell, rebroadcast or transmit the Programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not take any actions to avoid any security or access controls associated with the Service, Equipment or Other Devices.

B. You understand and agree that Verizon generally does not have the right to distribute pay-per-view Programming (including Programming such as sporting events) and certain premium or on-demand video services to businesses. Only Private Viewing customers (i.e., customers whose televisions are not viewable by their customers, patrons or the public)

who separately agree and certify that the Service will not be viewed or viewable by patrons, customers or the public, may be able to access such pay-per-view Programming, and certain premium or on-demand video services. You agree that you shall not exhibit nor assist in the exhibition of any such Programming unless explicitly authorized to do so, in advance and in writing, by Verizon and the applicable program or event distributor. If you request such explicit authorization, you agree to identify yourself as a commercial establishment.

C. If you are entitled to order and view on-demand video services ("On Demand Content"), you understand and agree that, regardless of the use of the word "purchase" or similar, any On-Demand Content made available is offered for license, not purchase or sale, and is subject to this Agreement and any other applicable license terms and conditions, If On Demand Content remains accessible to you after you are no longer a Fios TV customer, your use of such On Demand Content will remain subject to this Agreement. Receipt of On Demand Content (including On Demand Content through the Mobile App) may require Internet access, which is your sole responsibility. To the extent permitted by applicable law, you will not receive a refund or credit for any On Demand Content that you are not able to view or have difficulty viewing due to the speed and availability of your Internet connection. On Demand Content is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited.

D. Verizon may enable you, on a limited number of devices, to access and view Programming available through the Service by downloading and using the Fios Mobile App (the "Mobile App"). Devices must meet the technical requirements that Verizon may establish (and change) from time to time, and support the digital rights management system, if any, required for access to On Demand Content (if you are permitted to access such Programming). You may also be required to register such device(s) through the Mobile App, and your ability to delete device(s) and add new device(s) may be restricted in our sole discretion. Internet access is required and certain functionality may require that you obtain Fios Internet from Verizon. We may also limit your ability to stream

content concurrently. The Mobile App is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited. All limitations stated herein regarding the public display of Programming or any other content apply to use of the Mobile App. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Verizon or a third party) for your use of the Mobile App and you are solely responsible for any charges or fees incurred. We reserve the right to cease to make the Mobile App available at any time in our sole discretion.

E. You shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the Service (or any part thereof); (ii) transmit the Service (or any part thereof) by any television or radio broadcast or by any other means or; (iii) use the Service (or any part thereof) outside of the Service Location(s), with the exception of usage solely for private viewing through the Mobile App. You understand and agree that such duplication or reproduction or any unauthorized exhibition or use of Programming may subject you to criminal penalties under applicable copyright and/or trademark laws.

F. You agree not to use, or permit others to use, the Service for any unlawful purpose, including without limitation, violation of the copyright laws through the unlawful use, production, copying, commercial exhibition, rebroadcast or re-distribution of any Programming distributed as part of the Service. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. You acknowledge and agree that you may be directly and separately responsible to third party licensors for additional music, public performance or other content licensing and copyright fees based on your use of the Programming, regardless of the type of viewing package to which you subscribe (e.g., Public, Bar/Restaurant or Private Viewing). You agree to ensure that all uses by you or by any other person, whether authorized by you or not, comply with all applicable local, state, and federal laws and regulations. As described in more detail in Section 14 below, you agree to indemnify us

in the event of any such violation by you or any other person using the Service, with or without your permission.

G. You understand and agree that not all Programming offered or provided with the Service may be suitable for all viewers, and users of the Service may have access to Programming and information that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.

6. Authorized Users; Service Location(s); Refusal of Service.

A. You acknowledge that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. The provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. You acknowledge and agree that you are solely responsible for all use of the Service and the manner in which the Service is used by you or anyone who uses the Service, with or without your permission.

B. You agree to allow us and our representatives the right, at reasonable times, to enter the Service Location(s) for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment and, subject to and limited by any applicable limited warranty, laws and/or policies, Other Devices).

C. You acknowledge and agree that you are either an owner of, or legal tenant in, the Service Location(s), and as such have the right to allow us and our representatives to enter and make modifications to the Service Location(s) in connection with the delivery of the Service.

D. We reserve the right, in our sole discretion, to refuse to provide the Service to any person for any reason at any time, consistent with applicable law.

- 7. Personal Data and Privacy Policy.** Verizon will treat your personally identifiable information provided to us in accordance with our current Fios TV Privacy Policy, which is subject to change. A copy of the Fios TV Privacy Policy is available at verizon.com/Privacy
- 8. Revisions to These Terms.** We reserve the right to change this Agreement at any time. The current version of the terms of this Agreement shall be available to you on verizon.com/BizFiosTVTerms. From time to time, we will make revisions to this Agreement and to the policies relating to the Service, including revisions to the provisions that govern the way that you and Verizon resolve disputes. We will provide notice of any material revisions in accordance with Section 15 below or by posting a notice or announcement at business.verizon.com/TOSUpdates. You agree to visit these websites periodically to review revisions. Revisions to the terms and conditions shall be effective on the date posted or as otherwise specified in the Agreement or our notice. By continuing to use the Service after notice or posted revision to this Agreement, you accept the revision and agree to abide by it and waive your right to terminate.
- 9. Equipment; Maintenance and Ownership of Equipment.**
- A. Verizon has no responsibility for the operation, support, maintenance or repair of any equipment, software or services not provided by Verizon that you may elect to use in connection with the Service, Equipment or Other Devices provided by Verizon. Verizon does not warrant or guarantee that the Service will work correctly if you use equipment other than the Equipment or Other Devices provided by Verizon, including, without limitation, smart phones, tablets or other portable devices for use with the Mobile App. Verizon

assumes no responsibility for the operation of the Service if equipment other than the Equipment or Other Devices authorized by us for use in connection with the Service are used to access the Service.

B. You acknowledge and agree that at all times ownership of the Equipment shall remain with Verizon and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. Except as set forth in the terms and conditions of any Verizon limited warranty applicable to Other Devices, we have no obligation to repair, replace or maintain any Other Devices provided by Verizon or a third party. You also agree that the Equipment will not be serviced by anyone other than Verizon employees or its designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse-compile or reverse-engineer any Equipment or Other Devices, software or firmware provided by Verizon in connection with the Service. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer, the Equipment, and any Other Devices, and you agree to permit such changes to the settings and software on your computer, the Equipment, or any Other Devices, and you agree to permit such changes and access to your computer, the Equipment, and any Other Devices. You may use the Software only in connection with the Service and for no other purposes. Upon termination of the Service or if the occupancy or ownership of the Service Location changes, you are responsible for returning the Equipment owned by Verizon to us in an undamaged condition, subject only to reasonable wear and tear, within thirty (30) days of termination of the Service or

upon request by a Verizon representative, whichever occurs first. Failure to return any Equipment owned by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. You are not required to return to Verizon any devices, such as routers, that have been designated as Retired. A list of Retired devices can be found at verizon.com/BizRetired. If the Equipment is affixed with a label that includes the following (or similar) message, "PROPERTY OF VERIZON. DO NOT REMOVE FROM PREMISES," then you must not remove the Equipment and you will not be charged an Equipment Fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear).

C. In the event that any Equipment is stolen, you are required to provide us with a copy of the police report to verify that such Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

D. Fios TV Equipment, Other Devices, some Programming content, optional subscriptions, transactional charges and surcharges, including but not limited to the regional sports network and broadcast fees, are priced separately from the price of the Service or Bundles Services plan, and are not subject to the price guarantees that may apply to a Service or Bundled Services in a Term Plan or promotional offer. You may also be required to pay fees for restocking, exchanging or failing to return Equipment or Other Devices provided by Verizon.

10. Termination of Service; Early Termination Fee. You or Verizon may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Verizon pursuant to Section 15. Installation, activation, technician dispatch or set-up fees paid at the initiation of the Service, if any, are not refundable. AN EARLY TERMINATION FEE IN THE AMOUNT OR AT THE RATE AS SET FORTH FOR THE TERM PLAN YOU HAVE CHOSEN WILL APPLY IF YOU EXERCISE YOUR RIGHT TO TERMINATE SERVICE BEFORE COMPLETING YOUR THEN-CURRENT MINIMUM TERM COMMITMENT. The early termination fee will not apply if you

cancel Service within 30 days after Service is installed at the Service Location(s). Termination by Verizon shall be effective upon notice to you by Verizon as set forth in Section 15 below. Upon termination for any reason, you will be responsible for i) payment of all outstanding account balances accrued through the date of termination and ii) a termination fee in the amount as set forth in the Term Plan you have chosen. Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

- 11. Pricing, Payment and Billing.** In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

A. Service Fees. Regular monthly rates for the Service are guaranteed for each Minimum Term, subject to the provisions of this Section, Section 9(D) above, and other provisions of this Agreement. When a Term Plan is renewed, whether automatically or at your request, the applicable Service rates for the next renewal term shall be Verizon's then current monthly Term rates which may be higher and are guaranteed for that renewal term. After the expiration or cancellation of a Term Plan, you agree to pay the regular monthly Service and Equipment rates then in effect. Regular monthly Service and Equipment charges are billed each month in advance. You agree to pay all applicable charges for Service, Equipment and Other Devices by the due date set forth in your monthly billing statement. The rates for your Service (including without limitation Equipment, Other Devices and Programming packages) may be changed by us at any time provided that prior notice of increases to your regular monthly rates will be provided as required by applicable law or by a notice on or with your bill, by email to your email address on file with us, by United States Mail to your billing address or as provided in Section 15 below. Other transactional charges, such as for On Demand or pay-per view, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-billing statement payment by credit card or such other payment method as we may designate for transactional

services Rates for transactional services may change at any time. Certain Programming and Programming packages may require a minimum billing period (e.g., thirty (30) days), all as described in the information made available to you when placing your order, and you will be charged for such minimum billing period if you subscribe to such Programming and/or Programming package(s) regardless of whether you terminate such Programming and/or Programming Package(s) prior to expiration of the minimum billing period. Your continued use of the Service after such notice constitutes your acceptance of any change in rates. Your monthly billing statement may also contain certain other charges (including, without limitation, taxes and other governmental fees and charges such as franchise fees, account activation and installation charges, surcharges, reactivation fees, customized set-up fees, technician dispatch fees, interest on past-due balances, returned-payment fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your billing statement. The waiver of any fees or charges lies solely in the discretion of Verizon.

B. Money Back Guarantee. If we provide a money back guarantee (“MBG”) for your Service, it will begin when billing for your Service starts and, in the case of bundles, when all services in the bundle start. During this MBG period, you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return rented Equipment, an Unreturned Equipment Fee will apply. If you cancel service during the MBG period, you must return the Equipment that you purchased with your Service within thirty days of cancellation to receive a refund. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type. The MBG excludes certain charges, such as pay per view, transaction video on demand, subscriptions, and labor/material charges that are beyond the standard installation of service.

C. Third-Party Charges. You acknowledge and agree that you may incur charges with third parties that are separate and apart from the Service Fees charged by us. These may

include charges resulting from accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

D. Late Fees. If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs.

E. Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due. We may apply the Customer Deposit against any unpaid amounts at any time. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

F. Questions About Your Monthly Billing Statement. Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact Verizon within 60 days of the date you receive the statement in question. **UNDISPUTED PORTIONS OF THE STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE INTERRUPTION OR DEACTIVATION OF THE SERVICE.**

G. Payments. Except as otherwise permitted under applicable law, you agree that you will pay your billing statements by check, credit or debit card, electronic funds transfer payments or such other payment method as Verizon may designate. The outstanding balance is due in full each month.

H. Consents Regarding Credit. In order to establish an

account with, and obtain the Service from us, you hereby authorize Verizon or its affiliates to obtain a report from a consumer-credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

I. Billing and Paperless Billing Program. Verizon or its agent will bill you directly, or bill your credit card or your local Verizon telephone bill (telephone billing available in selected areas only), as you request and as approved by Verizon. **IF YOU ELECT TO BE BILLED FOR YOUR SERVICE ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE VERIZON CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON PHONE BILL.** If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate. You may only take advantage of one promotional pricing offer during any consecutive twelve-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding Verizon charges. If you enroll in Verizon's Paperless Billing program, you agree to view and pay your bill electronically each month and to promptly update your e-mail address with Verizon if it changes. You will no longer receive a paper bill. Instead, each month you will receive an e-mail notifying you that your bill is available online for viewing and payment at verizon.com. You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, Verizon may charge a return item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills.

12. Limitations on Verizon's Responsibility.

A. Service Interruptions. The Service may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Service, Equipment or Other Devices provided by Verizon will be available or perform in

a manner that meets your needs. We shall not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss or interruption of the Service, directly or indirectly caused by or resulting from, any circumstances, including, without limitation, causes attributable to you or your property, inability to obtain access to the Service Location(s), failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood, lightning, earthquake, hurricane, wind, ice, extreme weather conditions or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. You may be entitled, upon request; to a pro-rata credit for an interruption of the Service exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period as may be specifically provided by law. In order to qualify for this credit, you must promptly report the outage to us. THIS WILL BE YOUR SOLE REMEDY IN SUCH CASES AND YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE.

B. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE (INCLUDING THE EQUIPMENT). ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY, AND USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

C. Limitations of Liability. (i) IN NO EVENT SHALL VERIZON OR ANY VERIZON AFFILIATES (OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARENT, OR SUBSIDIARIES) (COLLECTIVELY THE "VERIZON PARTIES"), OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES

OR LOSSES ARISING OUT OF THE EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. REGARDLESS OF THE CAUSE, THE TOTAL LIABILITY OF THE VERIZON PARTIES, OR OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED A PRO-RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW. (ii) ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH THE VERIZON PARTIES OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, ARE COLLECTIVELY RESPONSIBLE. (iii) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS AND THE LAWS OF YOUR STATE), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. Resolution of Disputes.

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute-resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The

parties further agree that this Agreement does not permit a class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute-resolution organization or body) would otherwise permit it. NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THIS AGREEMENT.

B. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

C. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand dollars (\$5,000.00) or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of

twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in the County where Service is provided to you by Verizon. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. The arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent warranted by that party's individual claim and only as authorized under the laws that govern this Agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. If either you or we seek arbitration under this agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Verizon should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. The notice must describe the nature of the claim, the relief being sought and the names of the respective representatives that negotiated to resolve the dispute pursuant to Section 13.B above. Notice from Verizon shall be provided to You to the billing address or email address we have on file for you.

E. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand dollars (\$5,000.00) or the jurisdictional limit for small-claims court in the jurisdiction in which service is provided (whichever is less), the dispute may be submitted to small-claims court in the jurisdiction in which service is provided for resolution in

accordance with its rules and procedures.

F. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

- 14. Indemnification.** You agree to defend, indemnify and hold harmless Verizon for any damages, costs, liabilities and attorney's fees we incur from any claim arising from the use of the Service, Equipment or Other Devices by you or others (whether or not such use is authorized by you), including without limitation, breach of any provision herein, violation of applicable laws, including, without limitation, infringement of copyrights or other proprietary or intellectual property rights, including, without limitation any copyright infringement resulting from your failure to obtain public performance licenses to the extent such licenses are needed, or the unauthorized commercial exhibition of the Service and any negligent acts, errors or omissions. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without Verizon's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim.
- 15. Notices.** Notices required under this Agreement shall be provided by you by contacting us as via the methods set forth in your monthly billing statement or at verizon.com. Except as otherwise set forth in this Agreement, notices by Verizon to you shall be deemed given: (a) when sent by email to your last-known email address according to our records; (b) when delivered over the cable system, including the Message Center located in the interactive media guide, where available; (c) when deposited in the United States mail addressed to you at the Service Location; (d) when included and provided with our billing statements to you; or (e) when hand-delivered to the Service Location.
- 16. General Provisions.**
- A. Survival.** All obligations of the parties under this

Agreement, which, by their nature, would continue beyond the termination of the Service, including without limitation, those related to limitation of liability and indemnification, shall survive such termination.

B. Publicity. You shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon or its affiliates, or from which any association with Verizon or its affiliates may be inferred or implied, in any manner without the prior written permission of Verizon.

C. Assignment. You agree not to assign or otherwise transfer this Agreement in whole or in part, including your rights or obligations under them. Any attempt to do so shall be invalid. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Service Location(s) immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of this Agreement for any purpose without notice to you and you agree to make all subsequent payments as directed in your billing statement unless notified otherwise. You hereby consent to such assignment.

D. Applicable Law. You and Verizon agree that the substantive laws of the state and local area in which the Service Location is located (the “Service Jurisdiction”), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13 OF THIS AGREEMENT, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

E. **Waiver.** Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

F. **Entire Agreement.** This Agreement, including any policies or materials that are fully incorporated into this Agreement by reference, constitute the entire agreement between you and Verizon with respect to the subject matter hereto and supersede any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase or work order, acknowledgements or other documents, written or electronic, are void. No salesperson, technician or other representative is authorized to supplement or change the terms of this Agreement. In no event shall this Agreement or any other agreement with us be modified orally.

Exhibit A – Verizon Affiliates

Location	VERIZON AFFILIATE PROVIDING VIDEO SERVICE	VERIZON AFFILIATE PROVIDING EQUIPMENT AND OTHER DEVICES
California	Verizon California Inc.	Verizon Online LLC
Florida	Verizon Florida LLC	Verizon Online LLC
Delaware	Verizon Delaware LLC	Verizon Online LLC
Maryland	Verizon Maryland LLC	Verizon Online - LLC
Massachusetts	Verizon New England Inc.	Verizon Online LLC
New York	Verizon New York Inc.	Verizon Online LLC
Pennsylvania	Verizon Pennsylvania LLC	Verizon Online LLC
Rhode Island	Verizon New England Inc.	Verizon Online LLC
Texas	GTE Southwest Incorporated	Verizon Online LLC
Virginia (with exception)	Verizon Virginia LLC	Verizon Online LLC
Dumfries, Chesapeake, City of Manassas, City of Manassas Park, Occoquan, Stafford Co. Quantico and Prince Williams County, VA	Verizon South Inc.	Verizon Online LLC

V16.1 Effective November 1, 2016.

