

TERMS OF SERVICE FOR ADDITIONAL SERVICES

This Agreement is between you as our Subscriber and Verizon Online LLC ("Verizon") and it sets forth the terms and conditions under which you agree to use and we agree to provide Verizon Internet Security Suite, Verizon Online Backup & Sharing, Verizon Games on Demand, Starz® Play, and Verizon Premium Technical Support (collectively the "Additional Service(s)" or "Services") provided by or on behalf of Verizon. The Additional Services are offered in addition to Verizon's FiOS or DSL-based Internet services, and Verizon Internet services are not required to purchase or use the Additional Services.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. **Agreement Terms Generally Included.** This Agreement consists of the terms below, plus our Acceptable Use Policy (Attachment A) and other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at <http://www.verizon.com/terms> ("Website").

2. SCOPE OF SERVICES AND SERVICES REQUIREMENTS.

1. **Scope of Services.** The features of the Additional Services may include but are not limited to: i) Verizon Internet Security Suite - PC security products and services and certain diagnostic tools for troubleshooting; ii) Verizon Online Backup & Sharing - personal storage space; iii) Verizon Games on Demand games; iv) Starz Play video on demand service; and v) Verizon Premium Technical Support ? to address issues outside the scope of Verizon's standard technical support. Verizon offers some of the Services on a fee basis. You understand and agree that advertisements, as well as certain communications from Verizon such as service announcements and administrative messages, are part of the Additional Services and are necessary for Verizon to provide the Additional Services. The Additional Services are intended solely for your private and personal use on your computer, and any other use or attempted use for commercial or other purposes is strictly prohibited.
2. **Services Requirements.** Internet access may be required to use the Additional Services. You are solely responsible for compliance with any minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Additional Service(s) and to operate your computer.

3. **REVISIONS TO THIS AGREEMENT.** From time to time we will make revisions to this Agreement and the policies relating to the Additional Services. We will provide notice of such revisions by i) posting revisions to the Website Announcements page, or ii) by sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions. Changes to this Agreement will be effective on the date noted in the posting. By continuing to use any Additional Service after revisions are in effect, you accept and agree to abide by them. If you do not agree to the revision(s), you must terminate your Additional Service(s) immediately. **We will provide notice of increases to the monthly price of your services by posting to the Website Announcements page, or sending an email to your primary verizon.net email address, or both.**
4. **AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.** You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify Verizon whenever your personal or billing information changes. You are responsible for all use of your Additional Service and account, whether by you or someone using your account with or without your permission, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Additional Service within the United States (unless otherwise permitted by this Agreement).
5. **PRIVACY POLICY; LEGAL COMPLIANCE.** Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Website and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.
6. **AVAILABILITY OF AND CHANGES TO SERVICE.**
 1. Verizon or its suppliers may, at any time, without notice or liability, restrict the use of any Additional Service or limit its time of availability in order to perform maintenance activities and to maintain session control.
 2. **Changes to Service or Features.** Verizon reserves the right to change any of the features, content or applications offered as part of the Additional Services at any time with or without notice to you. You understand and

agree that, unless explicitly stated otherwise, any new features offered through or on the Additional Services, including changes and enhancements to existing features, shall be subject to this Agreement.

7. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

1. We may provide you, for a fee or at no charge, software for use in connection with the Additional Service which is owned by Verizon or its 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 or Equipment, and you agree to permit such changes and access to your computer and Equipment. You may use the Software only in connection with the Additional Service and for no other purpose.
2. You are hereby granted a revocable, non-exclusive, non-transferable license by Verizon or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it.
3. Certain Software may be accompanied by an end user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
4. Your license to use the Software or any Additional Service will remain in effect until terminated by Verizon or its third party licensors, or until your Additional Service is terminated. Upon termination of your Additional

Service, you must cease all use of and immediately delete the Software from your computer.

8. VERIZON INTERNET SECURITY SUITE ("VISS").

1. VISS Powered by McAfee.

1. VISS Powered by McAfee and VISS Multi-Device Powered by McAfee are manufactured by McAfee, Inc. located at 2821 Mission College Boulevard , Santa Clara, CA 95054, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon. By accepting, accessing or using either of these Additional Services, in addition to the terms set forth in this Agreement, You agree to be bound by the applicable terms of the McAfee Consumer Products End User License Agreement, located at <http://home.mcafee.com/Root/AboutUs.aspx?id=eula> for this Additional Service, which are incorporated by reference as if set forth in its entirety herein. Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service. The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against McAfee Inc. under or in relation to this Agreement. You acknowledge and agree that claims against McAfee regarding the VISS Powered by McAfee and VISS Multi-Device Powered by McAfee shall be governed by and construed in accordance with the substantive laws of the State of New York.
2. Use of each license for VISS Powered by McAfee is limited to one computer. Updates to previous versions of VISS Powered by McAfee require a valid license to the previous version. After receiving an update, you may continue to use the previous version of VISS Powered by McAfee on the same computer to assist in transitioning to the update. Previous versions or copies thereof may not be transferred to another computer unless all copies of updates are also transferred. Prior versions of VISS Powered by McAfee will not be supported after an updated version has been installed. If You upgrade to VISS Multi-Device Powered by McAfee, you will no longer be able to use VISS Powered by McAfee.
3. VISS Multi-Device Powered by McAfee allows for licenses on unlimited number of electronic devices, such as computers, cell phones, tablets or other computer related devices, as set forth in the particular plan You purchase from Verizon.
4. VISS Powered by McAfee and VISS Multi-Device Powered by McAfee may include software programs licensed (or sublicensed)

to the user under the GNU General Public License ("GPL") or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). The GPL requires that for any Open Source Software covered under the GPL, which is distributed in an executable binary format, that the source code also be made available. With VISS Powered by McAfee and VISS Multi-Device Powered by McAfee, the source code is made available as part of the download package. If any Open Source Software licenses require that McAfee provide rights to use, copy or modify a program that are broader than the rights granted herein, such rights shall take precedence.

5. You acknowledge that VISS Powered by McAfee and VISS Multi-Device Powered by McAfee employ certain applications and tools to retrieve non-personally identifiable information about your computer system to provide and support VISS Powered by McAfee and VISS Multi-Device Powered by McAfee. Because this information is essential to providing quality service and up to the minute threat protection, there is no opt-out available for this information collection.

9. STORAGE SERVICES

1. **Service Description.** Cloud storage services, including service that may be marketed as Verizon Online Backup and Sharing or Verizon Cloud ("Storage Services") may be made available to you as an optional feature or additional service. Storage Services permit you to store, manage and access content you have created or that you have the legal right to access and copy on multiple platforms or devices ("Content"). The Content you may store, retrieve or back-up may depend on a number of factors including, the type of content and the device you use (e.g. PC, tablet, smartphone). Additional terms and conditions applicable to Storage Services that are included in User Guides and Policies posted on the Website are incorporated by reference and also govern your use.
2. **Content.** You are solely responsible for all Content that you (including your employees, contractors and agents), store or retrieve using any Storage Service. You represent and warrant that you own or have all necessary licenses, rights, consents and permissions (including but not limited to patent, trademark, trade secret, copyright and other proprietary rights i) to store the Content on the Storage Service and to permit access to such Content by others, and ii) to permit us to fully provide the facilities for the Storage Service and exercise the licenses you to grant to us in this Agreement. By using the Storage Services, you grant us a fully paid, royalty-free, irrevocable and fully assignable and transferable worldwide

license to provide facilities for and take all actions with respect to the Content as may be necessary or reasonable to facilitate or provide Storage Services. The license rights granted by you to us shall include all rights under applicable current and future patents, copyrights and trademarks owned, licensed or licensable by you to the extent required or reasonable for Verizon to provide Storage Services to you including, without limitation, i) storing and retrieving Content; ii) conforming to connecting networks' technical requirements and iii) transcoding Content into a viewable or accessible format. We are not obligated to screen or monitor your Content but we reserve the right to do so and to remove any content as we deem warranted in our sole discretion, with or without notice to you. If you use the Storage Service via a WiFi network, including use to transfer data between your mobile or other devices, you are solely responsible for ensuring the security of the WiFi network. We are not responsible for any loss of Content.

3. Compliance with Legal Standards. YOU ACKNOWLEDGE AND AGREE THAT THE STORAGE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE STORAGE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE STORAGE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE STORAGE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU UNDERSTAND THAT YOU ARE NOT PERMITTED TO USE THE STORAGE SERVICES TO STORE OR TRANSMIT PROTECTED HEALTH INFORMATION AS DEFINED IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") AND IMPLEMENTING REGULATIONS (45 C.F.R. 160.103) AND YOU AGREE NOT TO CAUSE, OR OTHERWISE REQUEST THAT VERIZON CREATE, RECEIVE, MAINTAIN OR TRANSMIT PROTECTED HEALTH INFORMATION (FOR YOU OR ON YOUR BEHALF IN CONNECTION WITH THE SERVICES OR IN ANY MANNER THAT WOULD MAKE VERIZON A BUSINESS ASSOCIATE (AS DEFINED AT 45 C.F.R. § 160.103) TO YOU.
4. Open Source Software. The Software provided with Storage Services may contain programming, scripts, tools, modules, libraries, components, or other items that were developed using "open source" code (the "Open

Source Software"). Open Source Software is provided to you under one or more open source license agreements that contain important information concerning ownership, terms of use, and rights, and restrictions for the applicable element of the Open Source Software. Copies of the Open Source License are available at www.verizonwireless.com/cloud/licensing. By obtaining, accessing, downloading and/or using Software or the Open Source Software, you agree that you have read, and understood, and will comply with, the terms and conditions of the applicable Open Source Licenses in addition to all other the terms applicable to Software under this Agreement.

5. Termination. Notwithstanding any other provisions of this Agreement, in the event of a breach by you of any terms of this Agreement, Verizon reserves the right immediately to terminate your Storage Service account without notice. You agree that if your Storage Service is terminated for any reason, Verizon has the right to immediately delete all data, files, and other content or information stored on your account without further notice to you. It is your responsibility to remove or copy any content in your storage account prior to termination or cancellation; otherwise, it may be lost. Verizon will also delete archived data.
6. Use Requirements for Free Storage Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) days or more, Verizon may cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will reactivate your account. It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.
7. Inactivity Disconnect Policy. If your Storage Service is idle for fifteen minutes, it will be subject to automatic log-off. Your service may be deemed idle if there appears to be no interactive, human-generated data received from the remote user's computer system within fifteen (15) minute period. An automated check of email or pinging of the host or other server data will not be considered interactive or human generated. You will not be subject to automatic log-off if while you are accessing your account from a wireless device.
8. Verizon Online Backup & Sharing is provided by DigiData Corporation, and Verizon Cloud is provided by Synchronoss Technologies, Inc. which are third party beneficiaries of this Agreement capable of enforcing its terms independently from Verizon.

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10. **VERIZON GAMES ON DEMAND.** Verizon Games on Demand are manufactured by Exent Technologies, Inc.

11. **STARZ PLAY.** Starz Play is an online video download service provided by Starz Entertainment, LLC ("Starz"), located at 8900 Liberty Circle, Englewood, Colorado 80112. In order to access the Starz Play Service (for purposes of this Section 11, the "Service") you must download the Software (as defined below) for the Starz Play client ("Client") and activate your account. Except for any Content saved to your personal computer (including a Media Center Edition personal computer) or other personal media device ("Device(s)"), the Service will only function while your Device is connected to the Internet. The following rules apply to the Service:

1. **Ownership and Copyright.** As between you and Starz, the Content, the Service, the Service Content, and Software (as such terms are defined herein) are owned by Starz and/or its licensors and content providers, and are protected by applicable copyright laws. As used herein, "Content" means any and all motion pictures, live action or animated programs or episodic series, sports or music content offered as products streamed and/or downloaded from the Service, including, without limitation, any video clips, stills, images animations, key art or other materials in connection with such Content, regardless of the form or format of such materials. "Service Content" means any and all human readable audio and/or visual elements of the Service created or owned by Starz, or third parties, including, without limitation, any text, graphics, images, illustrations, photographs, animations, video, audio or audiovisual works (including, for example, movie trailers or episodic works, home movies and digital photography), designs, logos, information and other content made available through the Service by either Starz either on its own or in concert with third parties, whether part of the design of the Service or otherwise. For the avoidance of doubt, any and all underlying patentable or copyrightable elements (or protectable as trademarks, trade secrets or otherwise under intellectual property laws) of the Service and the Client, including without limitation, source code, script, object code, software, protocols, algorithms, computer programs, data and other sets of statements and instructions contained in the Client and the Service shall be considered "Software."

Unless expressly permitted by Starz, you may not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, upload, edit, post, transmit, publicly display, frame,

link, distribute or exploit in whole or in part any Content, Software, Service Content or Service Code. Any violation of copyright or other intellectual property laws may result in civil and criminal penalties.

2. **Grant of Rights; Restrictions on Use.** Starz hereby grants you a limited, non-exclusive, non-transferable license to access, use and privately display or exhibit the Service, Service Content and the Content in accordance with this Agreement. Starz grants you this limited license for your personal use only, and not for any commercial purpose. The use of the Content, the Service or the Software for commercial purposes may constitute infringement. You may use the Software to view, preview, select, rate, download and stream Content and Service Content on the Client, in accordance with this Agreement. This license does not include any rights to: (1) sell, resell, lend, lease, rent or otherwise commercially use this Service, its Content, Service Content, Software or any other material or information contained therein; (2) collect or use any product listings, descriptions or any prices for any reason; (3) create derivative works from the Content, Service Content, or any other materials or information contained therein; (4) download or copy account information of any third party for the benefit of another merchant; (5) use data mining, robots, or other data gathering and extraction tools; (6) distribute, transfer, or post any Content, Service Content or Software on any third party website, online service or other media; or (7) use any of these materials in a manner inconsistent with this Agreement. Except as provided herein, you may not frame or utilize framing techniques to use, surround or enclose the Starz name, the Service name, the Content or any trademarks, service marks, logo, or other proprietary information (including: images, text, page layout, or form) of Starz and/or our affiliates or subsidiaries or Content providers without Starz' express written consent. You may not use any meta-tags or any other "hidden text" utilizing the name of the Service, Starz' affiliates, subsidiaries or Content providers, or any tradenames or trademarks or other copyrighted materials relating thereto, without the express written consent of Starz.
3. **Restrictions on Use of Software.** You may not: (1) create derivative works from or translate any part of the Software, (2) remove or alter any copyright, trademark or other proprietary notice on content or materials contained on the Verizon Web Site, or served through the Client to your Device, or (3) use the Software in any manner not set forth in this Agreement or in the Software's documentation.
4. **Restrictions on Use of the Service and Content.** You agree that you will not: (1) use the Service for public exhibition of the Content; (2) sell, lease or rent the Content; (3) reverse engineer, decompile or disassemble any files containing the Content or otherwise attempt to "crack" the file or obtain its source code; (4) remove or alter any copyright, trademark or other proprietary notice contained in any computer file in which the

Content is contained or the Content itself; (5) distribute, transfer, or post any Content, Service Content or Software on any third party website, online service or other media; or (6) use the Content in any manner not set forth in this Agreement. Further, you represent and warrant that you will not use the Service, or any of its component Content, Service Content or Software for any purpose that is unlawful or prohibited by the Agreement. If you breach any of these covenants, your authorization to use the Service shall automatically terminate and civil and criminal penalties may apply.

5. **Copyright Notice.** If you are under the good faith belief that any materials or information on the Service have been copied in a way that constitutes copyright infringement under the laws of the United States, please forward the following information to the Copyright Agent named below:

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. The exact URL or a description of where the alleged infringing material is located;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Starz Entertainment, LLC
8900 Liberty Circle
Englewood, Colorado 80112
Attn: Copyright Agent

Starz does not necessarily stipulate that it is a service provider as defined in 17 USC section 512c or elsewhere in the law, but merely seeks to preserve any and all exemptions from liability that may be available to it under the copyright law or otherwise. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the Digital Millennium Copyright Act of 1998 (the "DMCA") permits you to send Starz a counter-notice pursuant to the statutory requirements imposed by the DMCA, including, without limitation, a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If we receive a proper notification (or if we believe in our sole and absolute discretion) that any materials submitted or posted by you allegedly violate another person's or entity's rights, we reserve the right to withdraw and remove the affected material from our Service, at any time in our absolute discretion with or

without notice. You can find more information about the DMCA on the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright/>. You are advised to consult a legal advisor before filing a notice or counter-notice. Please be forewarned that there can be penalties for false claims.

6. **Trademark Notice.** Starz, Starz Play and the Starz and Starz Play logos are servicemarks or registered servicemarks of Starz Entertainment, LLC in the United States and other countries ("Starz Marks"). All rights reserved. All other trademarks or registered trademarks are the property of their respective owners. The Starz Marks may not be used without the express written permission of Starz.
7. **Content Advisory; Parental Controls.** MOST CONTENT AVAILABLE ON THE SERVICE IS RATED ACCORDING TO GUIDELINES ESTABLISHED BY THE MOTION PICTURE ASSOCIATION OF AMERICA (I.E., G, PG, PG-13); SEE WWW.MPAA.ORG FOR DETAILED INFORMATION. HOWEVER, SOME CONTENT MAY NOT BE RATED, AND MAY CONTAIN GRAPHIC VIOLENCE, SEXUAL CONTENT AND MATURE THEMES. SUCH CONTENT MAY NOT BE SUITABLE FOR ALL VIEWERS.

The Starz Play Service includes Parental Controls functionality, which can be found in the "Parental Controls" section under the "My Profile" tab located in the top right hand corner of the Client. The Parental Controls only enables Subscribers to prevent the downloading of Programs based on a Program's MPAA or TV parental advisory rating and does not prevent viewing of previously downloaded Programs. Follow the instructions provided in the "Profile Settings" interface to establish your Parental Control settings, to modify them or change passwords for your Parental Controls. If you access any content for mature audiences on the Service, you acknowledge and agree that you may be exposed to visual images and sounds that depict nudity and sexual activity or are otherwise sexual or erotic in nature. You agree to the following, irrespective of whether or not the Service includes Parental Control functions, and irrespective of the extent to which you use such Parental Control functions: (1) it is your responsibility to determine which Content meets your standards; and (2) under no circumstances will Starz or its Content providers be liable in any way for any Content that you have access to during use of the Service, including, without limitation, any errors or omissions in any Content, quality of the Content, availability of the Content, the subject matter of the Content or any loss or damage of any kind incurred as a result of your use of the Content; and (3) you acknowledge and agree that any material for mature audiences you access is being retrieved from a location where it does not violate any federal, state, or local obscenity law or community standard, and agree to bear the

full, complete, and sole responsibility for bringing such material into whatever community you choose to do so.

8. **Product Descriptions; Expiration of Content.** Starz, its affiliates and Content partners attempt to describe its products, including the Content as accurately as possible. However, Starz, its affiliates and Content partners do not warrant that the product descriptions pertaining to the Content or other Site Content are accurate, complete, reliable, current or error-free.

Please be advised that the Starz Play Client will only allow you to have ten (10) Content files in your download list at a time. If you have ten (10) Content files in your list, you may not add or schedule any other Content files to download unless other files are either removed by you, or downloaded to a Device. Once selected Content has either been removed or downloaded, you may add additional Content to your list.

The Content is available to you only until the date identified in the "Expires" category of the Content Description window. Users are responsible for monitoring the Expires dates for Content they download. The Service will also notify you of the impending expiration of any Content in your "My Library" file both 1 week and 24 hours before expiration. Starz may also notify you through the Message Center if any Content in your "My Library" file is about to expire. However, if a computer or other media player is not connected to the internet, and/or is not associated with an active Service account, the Service will be unable to remind you when Content is set to expire. Starz, its affiliates and Content providers are not responsible if you do not view the Content prior to its expiration and bear no liability to you in such event. Once a piece of Content expires, the Content file will automatically be deleted from the Device you downloaded it to and you will not be able to view it.

Each Content file downloaded will allow you to have five (5) 24-hour periods to view the Content, provided that the Content does not otherwise expire. You can view the file as many times as you like during each 24-hour period. If you use up all five (5) -24 hour viewing periods, you can download additional copies of the Content with new 24 hour viewing periods.

Please be advised that not all Content may be available for all purposes. For example, some Content will not be downloadable to some or all personal media devices. Each user is responsible for reviewing the detailed Content description about which Devices each piece of Content is designed to be compatible with and the purchase options that are available for such Content.

9. **User Submissions.** Starz is pleased to hear from its customers and welcomes your comments regarding our products and services. All

remarks, suggestions, ideas, graphics, or other information communicated to Starz (collectively, the "Submission") will forever be the property of Starz. Starz will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities between your Submission and any future Starz products, services or operations. Without limitation, Starz will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature, everywhere. Starz will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not Starz, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

10. Export Restrictions. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

11. Software Updates. Starz Play may from time to time make available to you bug fixes or updates for the Software ("Updates"), subject to the terms and conditions of this Agreement. Minor Updates will happen automatically, and will be delivered to your Device(s) when your Device(s) are connected to the internet, whether or not you are logged in. Other Updates may be provided to you on a voluntary basis ("Voluntary Update"). Still other Updates will be required ("Required Update"). When you install Voluntary Updates or Required Updates, your use of such Updates may be subject to the applicable license and the terms and conditions of this Agreement or may be subject to your acceptance of another or additional agreement, as determined by Starz in its sole discretion. If you fail to download and install any Required Update within 7 days of receipt of notice of the availability of such Required Updates (whether through the Message Center, email or otherwise), your access to the Service will be blocked until such Update is installed. Failure to timely make a Required Update is at your own risk.

12. VERIZON PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").

1. Service Description and Scope of Support. PTS is a service intended to address networking and other technical support issues outside the supported scope of Verizon's standard technical support. PTS includes (a) configuration troubleshooting for your computer or device (collectively, a "Device"); (b) evaluation of and attempts to correct software, operating systems and networking issues associated with a Device; (c) virus and spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD and DVD readers and writers, printers, scanners and networking equipment.

PTS is currently offered in English and Spanish only. **1.1** You acknowledge and agree that the downloading, installing and/or using the Software provided and/or accessing and/or using PTS , in each case, constitutes your express authorization for Verizon to access and control your Device for the purposes of providing Software and/or PTS to you.

1.2 In connection with delivering PTS, we may also download, install and use Software, gather system data, take remote control of your Device and access or modify your Device settings. By accepting this Agreement or using PTS, you hereby grant us the right to connect to your Device, download, install and use Software on your Device to gather system data, repair your Device, take remote control of your Device and change the settings on your Device while performing the Service. Other than as set forth in this Agreement, you agree that Verizon has no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to PTS or the Software.

1.3 In connection with delivering PTS , we may need to download, install and/or run Software on your Device, including, without limitation, software that: provides Device system information to Verizon which helps us diagnose and resolve your technology problem; allows Verizon to remotely control your Device and modify its settings or software; and generally consists of utilities and other tools to improve Device performance and help resolve your technology problem.

1.4 You acknowledge and agree that access and use of Software are subject to this Agreement as well as the license agreements that may appear or be referenced in connection with your access, download, installation and/or use of such Software ("Additional Third Party Software Licenses"). You may not access, download, install or use any Software without agreeing to this Agreement and the terms and conditions of any such Additional Third Party Software Licenses without modification. You hereby authorize us to download, install and utilize certain third party Software and accept the terms and conditions of any applicable Additional Third Party Software Licenses on your behalf. Alternatively, we may instruct you to review and accept such terms if they are agreeable to you. You acknowledge and agree that certain of the Software may include trial versions that will expire and cease to function after a certain period of time (usually 30 days) unless you purchase a separate license to continue using such Software. You agree that we may, but are not obligated to, remove any Software downloaded to your Device during the Service after we have completed or terminated the Service. Software that is installed and not otherwise removed from your Device may continually monitor and store information relating to the performance and use of your Device,

and that information may be used by Verizon in connection with providing Service to you.

1.5 You may use the Software only in connection with the Service and for no other purpose. Your right to access and use the Software under this Agreement shall remain in full force and effect unless and until terminated by Verizon, its third party licensors, providers or suppliers, or until your customer account is terminated. Upon termination of the Service for any reason, you must cease all use of the Software and immediately delete the Software from your Device(s).

1.6 As part of the Service, Verizon may suggest or deploy certain third party services to you. If you choose to subscribe to or otherwise use any third party services, your use of any such services is subject to the terms of service of such third party service provider. You agree to comply with such provider's terms of service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them. Third party services include, but are not limited to technical support, portal, training, music, gaming and storage services that Verizon may elect to make available from time to time. Violation of such third party provider's terms of service may, in Verizon's sole discretion, result in the termination of your customer account and use of service.

1.7 We may, but have no obligation to, monitor, record and/or review your access and use of the Service and/or the Software, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Verizon to monitor and record the Service and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Service and Software to you and our subscribers; to enhance the types of Service and Software we may provide to you in the future; and to protect ourselves and/or our subscribers. You also grant Verizon permission to combine your information with that of others in a way that does not identify you or any individual personally to improve the Service and Software, for training, for marketing and promotional purposes, and for other business purposes. Please see our Privacy Policy, which is posted on the Policies Website, for further details.

2. Limitations of PTS.

2.1 PTS will not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not including training on hardware or software use. PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to

defer support issues to your Device, equipment or software vendor. PTS does not include training on hardware or software use.

- 2.2 PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.
- 2.3 PTS is for incident-specific troubleshooting and problem resolution, and specifically excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product; or vii) upgrades of firmware, software, operating systems, or applications.
- 2.4 In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.
- 2.5 You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.
- 2.6 If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from purchase; and you must be a subscriber to Verizon High Speed Internet Service or Verizon FiOS Internet service.

3. Your Responsibilities.

- 3.1 In order for us to provide PTS, you must first confirm that you have: a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from our provision of the PTS service.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferrable.
- 3.2 You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.

- 3.3 You hereby grant Verizon permission to view, access and modify yourDevice, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.
- 3.4 You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

4. Support Procedures.

- 4.1 Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 12.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 12.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.
- 4.2 "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.
- 4.3 An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.

4.4 Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

5. **Third Party Warranties.** Third-party equipment, software, Device and peripheral products may be covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. . **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third party warranties is acceptable to you and you assume the risk of any and all such adverse impact on any third party warranties.**

6. **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.

7. **LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 17 BELOW; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**

13. PRICING; BILLING: CHANGES TO SERVICE PLANS AND PAYMENT.

1. **Prices and Fees; Billing.** You agree to pay the monthly fees applicable to your Additional Service(s) including but not limited to applicable taxes. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Monthly Additional Service recurring charges will be billed one month in advance. Based on your election and subject to our approval, Verizon or its agent will bill your credit or debit card or local Verizon telephone bill (where available). IF YOU ELECT TO BE BILLED FOR THE SERVICE ON YOUR CREDIT OR DEBIT CARD, VERIZON WILL CONTINUE TO BILL THE CARD UNTIL YOU TELL US TO CANCEL SUCH

BILLING, AND YOU ALSO AGREE THAT VERIZON MAY RECEIVE UPDATED CARD ACCOUNT INFORMATION FROM YOUR CARD ISSUER. IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. Increases to the monthly price of an Additional Service shall be effective thirty (30) days after days after we provide notice to you.

2. **Discontinuation of Service for Nonpayment.** We may discontinue your Additional Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.

3. **Late Fees.** If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Additional Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

3.1 **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we -will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

3.2 **Credit Related Matters.** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

14. **TERM AND TERMINATION.**

1. Effective Date and Term. This Agreement shall be effective upon your acceptance of these terms and shall continue until terminated by either party as permitted by the Agreement. We reserve the right to terminate any Additional Service (or any part thereof) in the event we cease to offer the Additional Service. If we cease offering an Additional Service (or any part thereof), we will give you at least thirty (30) calendar days advance notice via electronic mail sent to the electronic email address you provide.

2. Termination of an Additional Service.

2.1 Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth at Section 19 below. Termination by you will be effective upon your notice to Verizon. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. In the event of termination by Verizon, for any reason, you will be required to pay the remaining balance of the charges applicable to your Additional Service through the effective date of termination and any applicable early termination fee.

2.2 Termination and/or Suspension by Verizon. Without prejudice to any other rights that Verizon may have, Verizon reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide any Additional Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event you or Verizon terminate an Additional Service, you must immediately stop using such Additional Service. In the event of termination by Verizon, for any reason, you will be required to pay the remaining balance of the charges applicable to your Additional Service through the effective date of termination and any applicable early termination fee.

2.3 **Terminated Account.** Verizon, in its sole discretion, may refuse to accept your application for an Additional Service following a termination or suspension of your use of any Additional Service.

2.4 **Regulatory Compliance.** In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes Verizon to believe that this Agreement may be in conflict with such rules, regulations, and orders, Verizon may terminate or modify some or all of your Additional Services and/or this Agreement immediately without notice.

2.5 **Deletion of Data upon Termination.** You agree that Verizon has the right to immediately delete all data, files and other information stored in or for your account without notice to you in the event of termination of your Additional Service(s) for any reason. **It is your responsibility to remove or back-up to separate media any stored content prior to closure of your account; otherwise, the content may be lost.**

15. COMPLIANCE WITH LAW AND REMOVAL OF CONTENT. You agree that Verizon shall have the right, but not the obligation, to monitor use of the of, and to screen, refuse, move or remove any content transmitted to or from, any Additional Service for compliance with law or the terms of this Agreement. Content that we determine is unlawful will be removed or access to your service will be blocked, and Verizon reserves the right to take any legal action we deem necessary regarding any such content.

16. LIMITATIONS ON USE OF THE SERVICE.

1. **Use of Services by Minors.** Additional Services are intended for users 13 years of age or older; anyone under 13 may not register for an Additional Service. You acknowledge that the Additional Services may allow access to information which is sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of Additional Services by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING OR PARENTAL CONTROL SOFTWARE.

2. You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.

3. You agree that Verizon assumes no responsibility for the accuracy, integrity, quality, completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.

4. You represent that when you transmit, upload, post or submit any content, images or data using the Additional Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.

5. Websites linked to or from an Additional Service are not reviewed, controlled, or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from an Additional Service, including websites or content advertised on the Additional Service, does not constitute or imply endorsement of them by Verizon.

17. WARRANTIES AND LIMITATION OF LIABILITY.

1. YOU ACKNOWLEDGE AND AGREE THAT THE ADDITIONAL SERVICES SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE ADDITIONAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

2. VERIZON DOES NOT WARRANT THAT ANY ADDITIONAL SERVICE PROVIDED BY VERIZON WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

3. IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY. 4. THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL 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.

5. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 17 ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT. RADIALPOINT INC., MCAFEE, INC., DIGIDATA CORPORATION, EXENT TECHNOLOGIES, INC., PLUMCHOICE, INC. AND STARZ ENTERTAINMENT, LLC ARE EACH THIRD PARTY BENEFICIARIES OF THIS AGREEMENT CAPABLE OF ENFORCING ITS TERMS INDEPENDENTLY FROM VERIZON.

6. 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), 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.

18. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Additional Service (or the use of your Additional Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

19. NOTICES.

If either of us intends to 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 of either arbitration or mediation should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. The notice must describe the nature of the claim and the relief being sought, in the manner directed in the applicable arbitration or mediation Section of this Agreement. Other notices required under this Agreement shall be provided by you by contacting us via the methods set forth in your monthly invoice or in the Contact Us section of verizon.com. Our notices to you shall be deemed given: (a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; or (d) when hand-delivered to your Premises, as applicable. Mailed notices may also be included in our billing statements to you.

20. VOLUNTARY MEDIATION

Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in Section 19. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeofDispute@verizon.com or through Verizon Online Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a notice of customer dispute form. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form.

21. ARBITRATION OR SMALL CLAIMS ACTIONS.

We hope to make you a happy customer, but if there's an issue that needs to be resolved, this Section outlines what's expected of both of us. YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES,

AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

1. The Federal Arbitration Act applies to this Agreement. Except for small claims court cases that qualify, any dispute that in any way relates to or arises out of this agreement or from any equipment, products and services you receive from us (or from any advertising for any such products or services) will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA") or federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.

2. UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR SERVICE JURISDICTION. For claims over \$10,000, the AAA's arbitration

rules will apply; in such cases, the loser can ask for a panel of three new

arbitrators to review the award. For claims of \$10,000 or less, the party bringing the claim can choose the AAA's rules or, alternatively, can bring an individual action in small claims court. You can get procedures, rules and fee information from the AAA (www.adr.org) or from us. For claims of \$10,000 or less, you can choose whether you would like the arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in-person or by phone.

3. THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, 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 NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY

PROVISION IN THE AAA RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.

4. IF EITHER OF US INTENDS TO 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 and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Verizon will pay any filing fee that the AAA charges you for arbitration of the dispute. If you provide us with signed written notice that you cannot pay the filing fee, Verizon will pay the fee directly to the AAA. If that arbitration proceeds, we'll also pay any administrative and arbitrator fees charged later, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this agreement).

We may, but are not obligated to, make a written settlement offer any time before arbitration begins. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than \$5000, or if we do not make you an offer, and the arbitrator awards you any amount of money but less than \$5000, then we agree to pay you \$5000 instead of the amount awarded. In that case we also agree to pay any reasonable attorneys' fees and expenses, regardless of whether the law requires it for your case. If the arbitrator awards you more than \$5000, then we will pay you that amount.

5. An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself.

6. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 21(3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

7. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE

THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

22. GENERAL PROVISIONS.

1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

2. Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

3. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

4. You and Verizon agree that the substantive laws of the Commonwealth of Virginia, 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. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA 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 Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Additional 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.

5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement.

Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.

6. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement 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 effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
7. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

ATTACHMENT A

ACCEPTABLE USE POLICY

1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.
3. **Copyright Infringement/Repeat Infringer Policy.** Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights,

including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.

4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

Version 14.4 Effective Date December 14, 2014