VERIZON CUSTOMER AGREEMENT

Thank you for choosing Verizon. In this Customer Agreement ("Agreement"), you'll find important information and terms and conditions about your Verizon Services. PLEASE READ THESE AGREEMENT TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES AND CONTACT US IMMEDIATELY AT 1-800-VERIZON TO TERMINATE THEM.

This Agreement establishes the terms and conditions under which you, the Subscriber ("you," "your" or "Subscriber") agree to use Fios Internet and/or Fios TV and/or Fios Home Phone (the "Services," including Equipment, Content, and Verizon-branded and Third-Party software applications) and under which the Verizon Affiliates ("Verizon," "us" or "we,") identified in Exhibit A agree to provide the Services to you.

NOTICE OF ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE SECTION 16 FOR MORE INFORMATION.

1. ACCEPTANCE OF AGREEMENT.

- 1.1 The Services terms and conditions are part of this Agreement. By accepting this Agreement, you or anyone accessing the Services are bound by these terms and conditions. Your acceptance of this Agreement begins when: (a) you accept this Agreement, either digitally or verbally, during the submission of your order; or (b) you commence the use of the Services. This Agreement will end when you or we terminate this Agreement as permitted in Section 10 below.
- 1.2 This Agreement includes specific elements of the Services or Term Services Offer plans, including the pricing, duration, any applicable Early Termination Fee ("ETF"), and Equipment pricing, all as described in the information made available to you when placing and confirming your order or activating your Services. This Agreement also includes Our Privacy Policy (https://www.verizon.com/about/privacy/) applicable to the Services and other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.
- **2. DEFINITIONS.** If a term is not defined in this Agreement, you agree that it shall be construed in accordance with customary usage in the telecommunications industry. The words "shall" and "will" are mandatory, and the word "should" expresses an expectation, but is not mandatory, and the word "may" is permissive. In addition, the following definitions shall apply:
- 2.1 Charges. Charges may include, without limitation, fees for Services, Equipment, Transactional Charges, taxes and other governmental fees, as well as charges such as video franchise fees, video franchise related costs, regional sports network fees, broadcast fees, account activation and installation charges, surcharges, reactivation fees, customized setup and installation fees, late payment fees on past-due balances, agent assistance fees for making payment arrangements through a Verizon call center representative, collection fees, returned payment fees, Early Termination Fees, Unreturned

Equipment Charges, and other nonrecurring charges. Certain Charges such as taxes and other governmental fees, franchise fees, Public, Educational and Government ("PEG") channel fees, video franchise related costs, regional sports network fees, and broadcast fees, may change one or more times during the term of your Services plan. Charges may also include fees, taxes and related costs for third-party services to which you subscribe and agree to have included on your Verizon bill.

- 2.2 Content. Content provided by Verizon, by its third party licensors or suppliers, by Public Education or Government Access Channel entities, or by Leased Access entities and accessible through the Services, including without limitation images, photographs, animations, video, audio, music, and text in any format. This includes over-the-top ("OTT") or streaming video programming, gaming, and other online streaming Services from third-party providers that may be offered with Fios TV and Fios Internet Services. Content also includes free, purchased, rented and live-streamed On Demand and Pay-Per-View services which for which we may charge an additional fee.
- 2.3 Early Termination Fee ("ETF"). A fee Verizon may charge if you cancel your Service(s) under a services plans with a minimum term commitment, pursuant to Section 10.
- 2.4 Equipment. Equipment includes Verizon-provided digital adapters; television set top boxes, digital video recorders video media servers, IP client boxes; peripheral devices; routers; extenders; or optical network terminals. Equipment includes a router or extender you may purchase from Verizon or a third party. Equipment does not include any Other Devices that you attach to use with the Services, or Retired Equipment. The Equipment provided by Verizon for use with the Services may be new or refurbished.
- 2.5 Fios TV Content. Content provided as part of and included with the Services, including, without limitation, images, photographs, animations, video Content, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. Fios TV Content includes content provided by Verizon or its third-party licensors or suppliers and delivered over the managed Fios video network.
- 2.6 Force Majeure. Force majeure events are events that are beyond Verizon's control, including but not limited to: acts of God, fire, flood, riot, extreme weather events, explosions or other catastrophes, epidemics or pandemics; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Verizon, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing Services in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, supply chain and material shortages or unavailability, strikes, lockouts, or work stoppages. Force Majeure events may be a one-time occurrence or may be an event occurring for a continued period of duration.
- 2.7 Home Network. Interconnected electronic equipment or Other Devices, such as routers, Wi-Fi extenders, set-top boxes, Internet of Things ("IoT") devices, or streaming boxes. Interconnected equipment or Other Devices may be connect via Ethernet cable, coax, or Wi-Fi and are able to connect to the Internet and transmit and/or receive data between them. Your Home Network can support:
- 2.7.1 Primary Network. The Primary Network is designed to provide internet connectivity and a Local Access Network to your devices and shared files with a connection via Ethernet cable, coax, or Wi-Fi.

- 2.7.2 Guest Network. The Guest Network is designed to provide internet connectivity to your guests via 2.4 GHz Wi-Fi but restricts access to your primary network and shared files. The primary network and the guest network are separated from each other through firewalls.
- 2.7.3 IoT Network. The IoT Network is designed to improve the onboarding experience of Internet of Things devices via the 2.4 GHz Wi-Fi and provide internet connectivity and has access to other devices on the Primary Network.
- 2.7.4 Self Organizing Network. Self-Organizing Networks ("SON") significantly improve Wi-Fi performance by automatically identifying and fixing Wi-Fi problems. Connected devices can move seamlessly between 2.4 GHz and 5 GHz Wi-Fi signals, and between access points if a Wi-Fi Extender has been added to your Home Network.
- 2.8 Fios Internet Service. Fios or High Speed Internet ("HSI")-based Internet Service (whichever service to which you subscribe).
- 2.9 Other Devices. Devices you may use with the Services which are not classified as Equipment. By way of example, this includes but is not limited to monitors, televisions, gaming consoles, keyboards, laptops, CPUs, IoT devices, remote controls, mobile devices, equipment supporting Over The Top ("OTT") or streaming video devices (examples like Apple TV boxes, Roku devices, Verizon Stream TV devices, or Amazon Firestick or FireCube), virtual assistant devices, power supply and related cords and cables for connectivity.
- 2.10 Premises. The physical locations where the Services are installed or delivered, which may include interior and exterior points of access.
- 2.11 Retired Equipment. Equipment that may have originally been provided by Verizon, but may no longer be subject to return to us or to Unreturned Equipment Charges. A list of Retired devices and additional details can be found at

https://www.verizon.com/support/residential/internet/equipment/routers/other-equipment. Verizon may modify this list at any time.

- 2.12 Services. Fios Internet Services, Fios TV Services, and/or Fios Home Phone Services, including, without limitation, all Content, Equipment, Verizon-branded and third-party software applications used in delivery or interaction with the Services, media or program guides, digital video recording capability and storage, software, technical support, and other features, products, and Services provided as part of and included with our television and internet Services, including Video On Demand Services and Pay-Per-View. The Services do not include regulated or copper-based voice telephony services, do not include non-Verizon branded streaming video or OTT video services, and do not include third-party smart device services. If you subscribe to Services, we may make Additional Services provided by Verizon or by third parties available to you as described in Exhibits C and E.
- 2.13 Software or Access Software. Verizon may provide software to run or access the Services or partner or Verizon apps in connection with the Services, which may be owned by Verizon or third party licensors, providers and suppliers. There may be an extra charge for some software supporting certain features.
- 2.14 Term Services Offer(s). A combination or "bundle" of Verizon Fios Services with one or more eligible video, voice or internet Services which may include a term commitment for a minimum amount

of time. Term Service Offers do not include equipment protection plans or other add-on services or subscriptions that may be offered by Verizon's third-party vendors or partners.

- 2.15 Third Party Charges. Charges separate and apart from Verizon Services Charges. These may include charges resulting from accessing internet-based services or purchasing products, services or subscriptions through interactive options available through the Services. Third party charges may include subscription fees, one-time fees, recurring monthly charges, and additional service and internet charges or fees from a wireless or internet service provider (which may be a third party or a Verizon Affiliate).
- 2.16 Transactional Charges. Charges incurred for options such as Equipment purchases, Video On Demand and Pay-Per-View Services.
- 2.17 Verizon Websites. Websites located at verizon.com and myverizon.com, which are comprised of various web pages, tools, information, software, content, and features operated by Verizon. (https://www.verizon.com/about/terms-conditions/terms-of-use)

3. NOTICE OF CHANGES TO THIS AGREEMENT.

- 3.1 Changes to Agreement. The Current version of the terms of this Agreement shall be available on https://www.verizon.com/terms. From time to time, we will make revisions to this Agreement and to the policies relating to the Services, including revisions to the provisions that govern the way that you and Verizon resolve disputes. We may provide notice of such revisions in a digital or paper format. Revisions to the terms and conditions shall be effective on the date specified in the notice. You accept the revisions and agree to abide by them by continuing to use the Services. We will provide you with at least thirty (30) days' notice prior to the effective date of any increases to the monthly price of the Services or Term Services Offer plan (excluding other charges as detailed in Section 11).
- 3.2 Changes to Fios Internet and Fios Home Phone Services. We will provide notice of such revisions by posting revisions to the Website Announcements page [https://www.verizon.com/support/residential/announcements] sending an email to the email address that you provide to receive communications from us (your "Primary Email Address"), or such other method provided for in Section 14 of this Agreement. You agree to visit the Announcements page periodically and to check your email box to review any such revisions.
- 3.3 Changes to Fios Video Services. Notice will be available through the cable system on the Message Center located in the interactive media guide, on the Website Announcements page at https://www.verizon.com/support/residential/announcements, or on your bill. You agree to view the interactive media guide, the Verizon website or your bill periodically to review any such revisions.

4. SERVICE CHANGES.

- 4.1 Modification. Subject to applicable law, we reserve the right to offer, change, rearrange, add, delete or otherwise modify the Services at any time, with or without prior notice to you. This includes changing, rearranging or otherwise modifying Term Services Offer packages, TV packages, the selections available in those packages, the Equipment, any Other Devices, and any other features, products, software, and services that we offer.
- 4.2 Restriction and Limitations. Verizon or its suppliers may, without notice or liability, restrict the use of any Services or limit time of availability of Services. Not all Services may be available in all areas.

5. USE OF THE SERVICES AND VERIZON WEBSITES.

- 5.1 Residential Use. The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. Verizon, in its sole discretion, shall have the right to determine what constitutes residential use and may require you to obtain a commercial account. Your use of the Service(s) and Equipment may not cause harm to our network, may not be used to commit fraud or constitute an abuse of the Service(s) or Equipment and must comply with our Acceptable Use Policy which is set forth in Exhibit B to this Agreement.
- 5.2 Responsibility for All Use. You are responsible for all use of the Services, whether by you or someone using the Services with or without your permission. You agree not to use the Services, directly or indirectly, for any unlawful purpose, including without limitation, violation of copyright laws.
- 5.3 Lawful Use. You further agree that your use of the Services is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We, in our sole discretion, or any vendor or partner, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Services are used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Services at the Premises or at another location.
- 5.4 Managing Content. You understand and agree that not all Content may be suitable for all viewers, and users of the Services may have access to Content 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 it is your responsibility to impose any restrictions you determine appropriate to limit access to objectionable material, and you agree to supervise usage of the Services. We strongly recommend the use of commercially available content filtering software. You agree that we are not responsible to you or anyone else viewing content or information provided on, or accessed through, the services 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 content. You further understand and agree that we are not responsible for the information or materials accessible via the internet or through use of the services.
- 5.4.1 Tools and Third-Party content. Verizon may provide tools for you to manage access to certain Content, however tools may not be available to control all content on unregulated platforms or in all circumstances. Verizon does not control and is not responsible for third-party platform content.
- 5.5 Authorized Devices Registration and Restrictions on Streaming Content.
- 5.5.1. Restrictions on Users. There are restrictions on the number of registered authorized devices and on the number of concurrent streams of content being simultaneously consumed. You will need to download a compatible app to access Content. In order to register and deregister Authorized Devices, you may need to register an Other Device through a Verizon-provided application. Verizon may impose restrictions on the number of times you may de-register and re-register the same Authorized Other Device within a calendar year.
- 5.5.2 Limitation on Concurrent Streams. Verizon may limit the number of concurrent streams (including any streams delivered to the TV via a Fios TV set-top box) that are available from the same account at any one time. The maximum number of concurrent streams, the number of additional

streams that may be purchased, and the concurrent availability of the same content may vary. Streaming and downloading are available only in U.S. and U.S. territories.

- Gaming Services-Ownership, Licenses, and Restrictions. Other Devices, Partner-provided gaming services and all software incorporated therein are protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may be granted a limited personal, noncommercial, nonexclusive, non-assignable, non-sublicenseable, and revocable license to access and use Other Devices and partner-provided gaming services for their intended uses during the time that you are receiving Services. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of, disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Other Devices and partner-provided gaming services. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice.
- 5.7 Screen Use. Screen capturing and screen recording may not be permitted and may be unavailable or blocked, depending on authorization by respective owners. Functionality to share through social media, to text message, or to download Content may be intentionally blocked or may not be available as a service feature.
- 5.8 Accessibility.
- 5.8.1 Alternative Billing Formats. Verizon will provide bills in alternate media formats upon request at 1-800-974-6006, Monday–Friday, 8:30am–5:00pm. Additional accessibility information is available at https://www.verizon.com/about/privacy/accessibility/overview.
- 5.8.2 Viewing Content. Some scenes have a flashing effect that may trigger seizures or other symptoms for photosensitive viewers. Viewer discretion is advised.

6. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

- 6.1 Software Use and Modifications. We reserve the right through remote or other means to periodically update, monitor, upgrade, change or discontinue the Software used to support Equipment or Services and to make related changes to the settings and software on the Equipment, or on Verizon applications running on your associated Other Devices. You agree to permit such changes and access to the Equipment and your associated Other Devices. You may use the Software only in connection with the Services and for no other purpose.
- 6.2 End User License Agreement. Certain Software may be accompanied by an end-user license agreement ("EULA") from us 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, including any updates to EULA terms. To the extent any terms of a given EULA directly conflict with the terms of this Agreement, the terms of the EULA will apply.
- 6.3 Software License. For Software provided in relation to the Services but not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto) for the sole purpose of receiving the Services from us, and solely for as long as you are receiving Services from us. All

Software licensed to you hereunder is protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of, disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Software. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice. Additionally, 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.

- 6.4 Software Restrictions. 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 we or our 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. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- 6.5 License Termination. Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until the Services are terminated. If any portion of the Services and/or Software is accessed after termination, you are bound by this Agreement and any terms and conditions incorporated by reference as they may be updated from time to time.
- Certain Annual Conditions are non-transferable and shall terminate upon breach by you. Verizon and any third parties shall exercise reasonable efforts to administer and enforce the terms and conditions referenced herein.
- 6.7 Patents. Certain software or technical information is licensed from third parties and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. All intellectual property rights not expressly granted in this Agreement are reserved by Verizon.

7. AUTHORIZED USER; PREMISES.

7.1 Legal Authority. You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement.

- 7.2 Premises Access. You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Services and any Equipment. Entry is subject to applicable law. We will make reasonable efforts to accommodate building access and homeowner or condominium association policies, but you agree to be responsible for violations of these policies related to access to the Premises.
- 7.3 Right to Access. You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Services.

8. PERSONAL DATA AND PRIVACY POLICY.

- 8.1 Accepting this Agreement means that you also agree to our Privacy Policy, available at https://www.verizon.com/about/privacy/, which may be updated from time to time and describes the information we collect, how that information may be used and shared, and the choices you have about certain uses of information.
- 8.2 When you access and use third party services, including third party services which Verizon may make available as part of or in connection with your Services, you are subject to the terms of service and privacy policy issued by those third party providers when using their services. Verizon Terms of Service and Privacy Policies apply when you are using our Services and Equipment.

9. EQUIPMENT; MAINTENANCE AND OWNERSHIP AND RETURN OF EQUIPMENT.

- 9.1 Use of Other Equipment and Devices. We do not represent that the Services will work correctly, or that all features will be available, if you access the Services using your own equipment, Retired Equipment, or Other Devices. We have no responsibility for the installation, operation, support, maintenance, or repair of any Other Devices, Retired Equipment, software, or Services that you choose to use in connection with the Services.
- 9.2 Verizon Ownership. Unless you have purchased your Equipment or we have designated the Equipment as Retired, you acknowledge and agree that at all times ownership of Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your lawful receipt and use of the Services. You are responsible for Equipment which is lost, damaged by fire, water, theft or events of Force Majeure.
- 9.3 Reconditioned Equipment. We may, at our option, supply new or reconditioned Equipment. We will repair and maintain 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. You also agree that Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment or Other Devices, or software or firmware provided by Verizon in connection with the Services.
- 9.4 Equipment Pricing. Equipment may be priced separately from the price of the Services or Term Services Offer plan, and may not be subject to price protection applicable to the Services or Term Services Offer plan in a term agreement or promotional offer.

- 9.5 Software Updates. Verizon will from time to time push Software updates to Equipment, for example set top boxes and routers.
- 9.6 Equipment Return Policy. Equipment may be returned to Verizon as set forth below. These policies do not limit or supersede existing manufacturers' warranties.
- 9.6.1 Our Return Commitment. You may return any Equipment or Other Devices you purchased from us for any reason within thirty (30) days of purchase.
- 9.6.2 Return after termination of services. Except as set forth below, upon termination of Services, or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. If Equipment is affixed with a label which 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 assessed an Unreturned Equipment Charge as long as the Equipment is left in place in reasonable condition.
- 9.6.3 Return of Defective Equipment. Within one year of Equipment purchase or activation, whichever is earlier, you must contact us to return any defective equipment. If you return Equipment, we may replace it with a new or refurbished item, or we may refund payment for purchased Equipment.
- 9.6.3.1 Verizon's sole obligation to you under its Return Policy https://www.verizon.com/return-policy.pdf shall be to replace or repair any qualifying Equipment, subject to the limitations set forth in this section and otherwise set forth below, the returning of defective equipment or requests for repair or replacement Equipment will not apply in the following circumstances:
- 9.6.3.1.1 The Equipment is sent, or otherwise taken, outside of the United States.
- 9.6.3.1.2 Equipment that is not connected to the Fios network, as applicable, so that remote diagnostics can be attempted.
- 9.6.3.1.3 With the exception of Reconditioned Equipment provided directly from Verizon, if you are not the original owner of the Equipment and the Equipment has either not yet been paid for in full or has been reported as stolen to Verizon by the original owner or a subsequent owner.
- 9.6.3.1.4 You are more than sixty (60) days past due on any of your payment obligations in connection with any Verizon service.
- 9.6.3.1.5 Where you alter, repair, or improperly handle the Equipment.
- 9.6.3.1.6 There is damage or other equipment failure where you do not maintain the Equipment according to the owner's manual; or you improperly store, ventilate, connect, or reconfigure, or place the Equipment. (Equipment must be placed in an area that complies with the manufacturers published space, electrical grounding, or environmental requirements).
- 9.6.3.1.7 Equipment is abused, vandalized, stolen, damaged by fire, water, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other Force Majeure events.
- 9.6.3.1.8 You use the Equipment in a manner inconsistent with its design, the owner's manual, if any, or the way the manufacturer intended the equipment to be used.
- 9.6.3.1.9 You use the Equipment for any purpose other than your private non-commercial use.

- 9.6.3.1.10 The Equipment has cosmetic damage such as, but not limited to, scratches, dents, rust, or stains.
- 9.6.3.1.11 The Equipment is Retired subject to Section 9.6.5.
- 9.6.3.1.12 The Equipment runs any software not provided by Verizon or its immediate partners, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- 9.6.4 Failure to Follow Return Policy. Failing to return Equipment owned by us within thirty (30) days as instructed by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of Unreturned Equipment Charge(s) for each piece of unreturned equipment. Unreturned Equipment Charges may be substantial. The list of Unreturned Equipment Charges is at https://www.verizon.com/support/residential/equipment-return which is updated from time to time. You are responsible for reviewing updates to the page. You also may be required to pay certain Equipment-related fees, such as restocking and/or exchange fees, upgrade fees, surcharges, and taxes.
- 9.6.5 Retired Equipment. With the exception of set top boxes and Optical Network Terminals ("ONTs"), ownership of Retired Equipment reverts to you when Verizon designates Equipment as Retired Equipment. Verizon may provide limited or no support for Retired Equipment. If you continue to use Equipment after Verizon designates it as Retired, you may not receive software-based equipment feature and security updates, which may impair the delivery of services.

10. TERMINATION OF SERVICE; TERMINATION FEES.

- 10.1 Termination with Notice. You or Verizon may terminate the Services at any time and for any reason by giving notice in accordance with the notice provisions set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Services, if any, are not refundable. In the event Verizon determines fraud, abuse or other violations of law or this Agreement, we may terminate your Service(s) immediately with no Notice.
- 10.2 Termination by Violation. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an Early Termination Fee. We may, at our sole discretion, refuse to accept your subsequent request for Services following a termination or suspension of your use of the Services. If the Services are terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Services are reactivated.
- 10.3 Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A TERM SERVICES OFFER PLAN WITH A MINIMUM TERM COMMITMENT, VERIZON MAY ASSESS AN EARLY TERMINATION FEE IN THE EVENT YOU CANCEL ALL OR ANY COMPONENT OF THE TERM SERVICES OFFER OR IF VERIZON TERMINATES THE SERVICES UNDER SECTION 10.2. YOU AGREE TO PAY VERIZON THE EARLY TERMINATION FEE SET FORTH IN THE TERM SERVICES OFFER PLAN YOU HAVE CHOSEN.

11. PRICING AND PAYMENT.

You agree to pay us in consideration for your receipt or use of the Services, including any Third Party services which may be included as part of a Term Services Offer package or charges for Third Party services integrated into your Verizon bill, and any Equipment or Software.

- 11.1 Service Fees. Billing for Services will begin automatically:
- 11.1.1 Upon installation or activation of Services (i) if the Services are installed by Verizon or (ii) on the Due Date established by Verizon (after Equipment has been delivered) if the Services are self-installed by you. Billing will continue until the Services are terminated in accordance with Section 10 of this Agreement.
- 11.1.2 Certain products and Services or discounts on products and Services, including but not limited to Bundled products and Services, may require you to elect a paperless billing option and/or payment by a specific credit card or other payment option or may require you to link your Services with other Verizon-provided services. You will begin receiving any discount associated with a Term Services Offer plan once all the Term Services Offer have been installed.
- 11.1.3 Regular Services and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Services are terminated.
- 11.1.4 Transactional Charges 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 prebilling statement payment by credit card or such other payment method as we may designate for Transactional Services. If you want to use a credit card to purchase or rent On Demand titles or events, you are required to have a current and active credit card on file, and to have created an Account through https://www.verizon.com/home/myverizon/.
- 11.1.5 You agree to pay all applicable Charges for Services and Equipment by the due date set forth in your monthly invoice. Charges may be changed at any time. Changes to Charges for Verizon Services are subject to the provision of prior notice to you as required by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, consistent with Section 17.3 of this Agreement.
- 11.1.6 You agree that you are solely responsible for any purchases or other transactions made through, using, or in connection with the Services, including any on demand or pay-per-view purchases.
- 11.1.7 Your billing statement may also contain other Verizon Charges, taxes and fees as well as third-party Charges, and any applicable Termination Fees required in accordance with Section 10 of this Agreement and the specific terms of your service package. You agree to pay all Charges, taxes and fees by the due date set forth in your billing statement. The waiver of any fees or charges is at our discretion.
- 11.1.8 If you cancel any component of a Term Services Offer plan, the monthly charges for the remaining Services on your account may automatically convert to the applicable existing non-discounted monthly Services rate.
- 11.1.9 Plans with Minimum Terms. If you subscribe to a Term Services Offer plan with a term commitment, you agree to maintain such Services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Term Services Offer plan. If you do not select a new Term Services Offer plan, your account will automatically convert to a month-to-month plan at a

monthly fee that may be higher than your current rate. If you subscribe to a new Term Services Offer plan, the terms of that plan will apply.

- 11.1.10 Third-Party Charges. You acknowledge and agree that you may incur and are solely responsible for any Third-Party Charges, including all applicable taxes, regardless of whether such charges appear on your Verizon bill or a Third-Party bill. In addition, you are solely responsible for protecting the security of credit cards and other personal information provided to others in connection with such transactions.
- 11.1.11 Automatic Renewal of Services. Term Services Offer(s) and Third-Party Services may automatically renew at the end of the initial Term. Subject to applicable law, each Term shall automatically renew for subsequent periods of the same length as the initial term unless either you or Verizon gives the other written or electronic notice of termination at least thirty (30) days, but no more than sixty (60) days, prior to the expiration of the then current term. To cancel any Services or Term Service Offers, you may contact us by phone or mail as detailed at

https://www.verizon.com/support/contact-us/. Certain Term Services Offers or Third-Party Services may include a trial period commencing at the beginning of the agreed upon Term. If you decide during the trial period that the Term Services or Third-Party Services are no longer needed or wanted, you must contact us <u>and</u> the provider of the Third-Party Services to cancel the Services at least twenty (24) hours before the free trial ends.

- 11.1.12 Late Fees. If Verizon does not receive your payment on time, we may charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$9 per month, whichever is greater, if allowed by law in the state of your billing address. Late fees for Third-Party Services are or may be subject to Third-Party Service(s) terms and conditions.
- 11.1.13 Nonpayment. You will be billed monthly for your Verizon Services. If any portion of your bill is not paid by the due date, Verizon may terminate or suspend the Services without notice. If Verizon uses a collection agency or commences legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees. If you fail to pay on time and Verizon refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. There will be calculated at the maximum percentage permitted by applicable law, not to exceed eighteen (18) percent.
- 11.1.14 If Verizon suspends your account for non-payment, we may also suspend your access to subscribed Value-Added Services and third-party Content, apps, and services.
- 11.2 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 Services. We may also require an additional Customer Deposit after activation of the Services if you fail to pay any amounts when due hereunder or seek to upgrade the Services. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Services, 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.
- 11.3 Questions about Your Billing Statement. You will automatically receive an online bill, which you should access through your My Fios account. You may request a paper version (non-digital) of your bill. Verizon may charge a fee for paper bills as may be permitted by applicable laws. It is important to

review your bill carefully each month, as it may contain important messages regarding your Services, as well as your current charges and any past-due amounts. Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact us within sixty (60) days of your billing date if you receive the bill in question. The undisputed portion of your billing statement must be paid by the due date to avoid a late fee and possible suspension or termination of the Services.

- 11.4 Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments, or other recognized form of payment method we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or charge your credit card or Verizon Services bill (where available). If you elect to be billed on your Verizon bill, by using the Services, you agree to have all Services charges included on your bill. If you subscribe to a Term Services Offer plan, then all of the Term Services Offer must be billed on your Verizon Services bill.
- 11.5 Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Services, or to review your account to ensure you continue to meet the terms of the account. In order to establish and maintain an account with us and/or obtain or modify the Services, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. We may report information about your account to credit bureaus. Your payment history such as late payments, missed payments, or other defaults on your account -- may be reflected in your credit report.
- 11.6 Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or in the "Contact Us" section of verizon.com. When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

12. WARRANTIES AND LIMITATION OF LIABILITY.

- 12.1 Disclaimer of Warranties. We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service(s). We do not warrant that your Equipment will work perfectly, will not need occasional upgrades or modifications, or that it will not be negatively affected by network—related modifications, upgrades or similar activity.
- 12.2 Waivers and Limitations of Liability. You and Verizon both agree to limit claims against each other solely to direct damages. That means neither of us will claim any damages that are indirect, special, consequential, incidental, treble, or punitive. For example, disallowed damages include those arising out of a Service or Equipment failure, unauthorized access or changes to your account or Services or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to a third-party account, such as a financial account or Third-Party Service account, including changing passwords. This limitation and waiver will apply regardless of the theory of liability. It also applies if you bring a claim against one of our vendor partners, content partners, or Third-Party Services partners, to the extent we would be required to indemnify the supplier for the claim. You agree we are not responsible for problems caused by you or others, or by any act of God. You also agree we are

liable for missed or deleted voice mails or other messages, or for any information (like pictures) lost or deleted.

13. INDEMNIFICATION.

13.1 You agree to defend, indemnify and hold harmless all 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 Services, the Equipment, and any Other Devices used in connection with the Services (or the use of the Services or any such Equipment or Other Devices by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) 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.

14. NOTICES AND CONTACT.

- 14.1 Notice of Arbitration Claim. If either your or Verizon intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to the Verizon Dispute Resolution Manager using the form available here: https://www.verizon.com/about/nod/notice-of-dispute-wireline-form. 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.
- 14.2 Notice of a Billing Dispute. You must notify us within thirty (30) days of receipt of your bill if you disagree with any Charges on your Verizon bill. Please call 1 800 VERIZON.
- 14.3 Other Notices. Our notices to you shall be deemed given: (i) when sent by email to your Primary Email Address pursuant to Section 3; (ii) when delivered over the cable system; (iii) when deposited in the United States mail addressed to you at your last-provided mailing address; (iv) when hand-delivered to your Premises, as applicable or (v) when included in or with your billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option. We will provide thirty (30) calendar days advance notice of changes to your Service(s).
- Additional Contact. Verizon, its affiliates, agents and service providers may at times contact you, including using your Primary Email Address, automatic telephone dialing systems, prerecorded or artificial voice message calls, and/or text messages at the telephone number(s) you have provided us, including a number for a cellular phone or other wireless device. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, home address, email address, debit/credit card, other banking information, mobile and residential telephone number) at https://www.verizon.com/home/myverizon/. We may place such calls or texts on matters related to the service we provide to you, including to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, (iii) provide you with technical assistance relating to products you have ordered or plan to order; (iv) to determine your satisfaction with our products and services; or (v) to collect a debt owed to us. You agree to be contacted using autodialed or prerecorded message calls, emails and text messages to carry out the purposes identified above, regardless of whether you incur charges as a result. You further agree that we may share your Primary Email Address and phone number(s) with service providers with whom we contract to assist us in pursuing these

interests. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent to do so. You agree that we may send you emails for marketing purposes, unless you inform us that you do not want to receive those types of emails. You may change the method by which you receive service communications, and fully or partially opt-out of marketing communications by accessing your online account preferences at https://www.verizon.com/home/myverizon/.

14.4.1 Communicating with You. By providing your email and/or telephone number(s) to us as a means of contacting you, you consent to receive emails or calls from us or our representatives to those landline and cellular telephone numbers or to the email address provided. We reserve the right to contact you at any of your telephone numbers or email address(s), in compliance with applicable federal and state laws. If you do not want to be contacted at a telephone number that you have provided, you agree to notify us.

15. VOLUNTARY MEDIATION.

15.1 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 above. 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 meditation. 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 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 Dispute Form to us according to the directions on the form.

16. ARBITRATION OR SMALL CLAIMS ACTIONS.

Our goal is customer satisfaction, 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 AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD, SUBJECT TO THE LIMITATIONS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:

16.1 THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE), OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR

SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 16.2. YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICES FROM US.

- 16.2 UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. IF THE AAA REFUSES TO ENFORCE ANY PART OF THE ARBITRATION PROVISION, YOU AND VERIZON WILL SELECT ANOTHER ARBITRATION PROVIDER. IF THERE IS NO AGREEMENT, THE COURT WILL CHOOSE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, THE ARBITRATOR(S) SHALL HAVE EXCLUSIVE AUTHORITY TO ARBITRATE, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR PART OF THE AGREEMENT TO ARBITRATE IS VOID FOR ANY REASON. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF \$25,000 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. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.
- 16.3 THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY 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, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.
- 16.4 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 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO THE VERIZON DISPUTE RESOLUTION MANAGER, USING THE FORM AVAILABLE HERE: https://www.verizon.com/about/nod/notice-of-dispute-wireline-form. THE NOTICE MUST INCLUDE

ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON ACCOUNT HOLDER, THE ACCOUNT NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE

CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST INDICATE THAT YOU ARE REPRESENTED BY AN ATTORNEY ON THE FORM AVAILABLE AT https://www.verizon.com/about/nod/notice-of-dispute-wireline-form AND CONFIRM THAT YOU AUTHORIZE US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE OF DISPUTE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

- 16.5 WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANY TIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUE AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5000, OR IF WE DON'T 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 ONLY THAT AMOUNT.
- IF 50 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE 16.6 OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. IN THE FIRST STAGE, 50 ARBITRATIONS WILL PROCEED AND COUNSEL FOR THE VERIZON CUSTOMERS AND COUNSEL FOR VERIZON SHALL EACH SELECT TWENTY FIVE CASES TO PROCEED FIRST IN ARBITRATION IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS. THE ARBITRATORS ARE ENCOURAGED TO RESOLVE THE CLAIMS WITHIN 120 DAYS OF APPOINTMENT OR AS SWIFTLY AS POSSIBLE THEREAFTER, CONSISTENT WITH FAIRNESS TO THE PARTIES. AFTER THE FIRST STAGE IS COMPLETED, THE PARTIES MUST ENGAGE IN A SINGLE MEDIATION OF ALL REMAINING CASES, AND VERIZON WILL PAY THE MEDIATION FEE. IF THE PARTIES CANNOT AGREE HOW TO RESOLVE THE REMAINING CASES AFTER MEDIATION, THEY WILL REPEAT THE PROCESS OF SELECTING AND FILING 50 CASES TO BE RESOLVED IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS, FOLLOWED BY MEDIATION. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE ARBITRATIONS AND MEDIATION FOR PRIOR SETS HAVE BEEN COMPLETED. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF

THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. YOU AGREE TO THIS PROCESS EVEN THOUGH IT MAY DELAY THE ARBITRATION OF YOUR CLAIM. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 16.4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

- 16.7 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.
- 16.8 IF A COURT, PURSUANT TO PARAGRAPH 16.3, DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.
- 16.9 IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO ACTION WILL BE BROUGHT ON A CLASS OR COLLECTIVE BASIS AND 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. INTHE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

17. GENERAL PROVISIONS.

- 17.1 Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including, without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination. Surviving terms include but are not limited to terms related to use of any companion software or applications, EULAs, video content restrictions. Arbitration provisions, and Warranties.
- 17.2 Assignment. This Agreement and the Services and/or Equipment supplied by Verizon are not assignable or otherwise transferable by Subscriber, without specific written authorization from Verizon. At Verizon's discretion, Verizon may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Verizon affiliates. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy.
- 17.3 Applicable Law. Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises 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 related in any way to the subject matter of this Agreement with the sole exception that the substantive law of Pennsylvania law shall apply to adjudication of disputes related to checks tendered as payment in full for less than the full balance due. UNLESS YOU AND VERIZON AGREE OTHERWISE, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY

- WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OFTHIS AGREEMENT. Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.
- 17.4 Waiver. 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.
- 17.5 Force Majeure. Verizon Parties shall not be liable for any delay or failure of performance or Equipment due to one or more Force Majeure events. Verizon will not provide notice of Force Majeure events.
- 17.6 **U.S. Government Restricted Rights.** Software and documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions pursuant to FAR 12.211, FAR 12.212(a), DFARS 227.7202-1, DFARS 227.7202-3(a), and DFARS 252.227-7014(a)(1) as applicable. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions as set forth in FAR 52.227-19(b)(1) and (b)(2) (Dec 2007). 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. Any export of the Software is strictly prohibited.
- 17.7 Entire Agreement. 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.
- 17.8 Global Trade Compliance. The Services, Equipment and software are intended for use within the United States. You acknowledge that the Services are subject to U.S. global trade compliance laws and regulations. You represent that you are not sanctioned under applicable U.S. sanctions laws. You will not use, export or allow a third party to use or export the Services Equipment and software in any manner that would violate applicable law, including but not limited to applicable sanctions and export control laws and regulations. You further agree to comply with U.S. export and trade laws concerning the export of any provided equipment and the transmission of any technology and/or technical data via the Services Equipment and software.
- 17.9 General Restrictions. You agree to follow all rules and policies applicable to the Services, including required or automated updates, modifications and/or reinstallations of Access Software or other software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the Services and accessing or viewing Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Services components for any reason (or help anyone else to do so).

17.10 Incorporation by Reference. Terms in this Customer Agreement and Service Terms (Exhibits C through G) are not mutually exclusive and should be read together, as one agreement, inclusive of Exhibits A (Verizon Affiliates) and B (Acceptable Use Policy). In the unlikely event of a conflict of terms between this Customer Agreement and the Service Terms or the Acceptable Use Policy, the terms of the Customer Agreement prevail and govern.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

VERIZON AFFILIATES

Location	VERIZON AFFILIATE PROVIDING EXHIBIT D FIOS TV SERVICE, EXHIBIT C Section 5.3 INSIDE WIRE MAINTENANCE (IWM), AND EXHIBIT F FIOS HOME PHONE Verizon New York Inc.	VERIZON AFFILIATE PROVIDING EXHIBIT C FIOS INTERNET SERVICE, AND EXHIBIT C Section 5.4 VERIZON CLOUD SERVICES 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 Jersey	Verizon New Jersey 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
Virginia (exceptions below)	Verizon Virginia LLC	Verizon Online LLC
Town of Dumfries, City of Chesapeake, City of Manassas, City of Manassas Park, Town of Occoquan, Prince William County	Verizon South Inc.	Verizon Online LLC

EXHIBIT B

ACCEPTABLE USE POLICY

- 1. General Policy: Verizon reserves the sole discretion to deny or restrict the Services, or immediately to suspend or terminate the Services, if the use of the Services 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 the Services. Without limiting the general policy in Section 1 of this Exhibit B, it is a violation of the Agreement and this AUP to:
- 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;
- transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
- 2.3 intercept, interfere with or redirect email or other transmissions sent by or to others;
- 2.4 introduce viruses, worms, harmful code or Trojan horses on the Internet;
- 2.5 post off-topic information on message boards, chat rooms or social networking sites;
- 2.6 engage in conduct that is defamatory, fraudulent, obscene or deceptive;
- 2.7 violate Verizon's or any third party's intellectual property rights or other proprietary rights;
- engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users;
- 2.9 generate excessive amounts of email or other Internet traffic;
- 2.10 use the Services to violate any rule, policy or guideline of Verizon;
- 2.11 use the Services 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
- download or use the Services 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;
- 2.13 Knowingly or unknowingly interfere with or abuse our Network and Network Facilities, or with the functioning of the network and the Services provided over the network
- 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, under US copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act (DMCA), it is Verizon's policy to terminate the account of repeat copyright infringers in appropriate circumstances.
- 4. Verizon may, but is not required to, monitor your compliance, or the compliance of other Subscribers, with the terms, conditions or policies of the Customer Agreement, AUP, and applicable

Service Terms. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Services, including but not limited to content that violates the law, the Customer Agreement, this AUP, or applicable Service Terms or conditions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C

FIOS INTERNET TERMS OF SERVICE

The following Service Terms for Fios Internet apply to your use of Fios Internet Services and are incorporated by reference into the Customer Agreement between us.

1. RESTRICTIONS ON USE.

Except as otherwise set forth in this Agreement, you may not resell, re-provision or rent the Services, (either for a fee or without charge) or allow third parties (other than those utilizing guest Wi-Fi services on your Home Network) to use the Services via wired, Wi-Fi or other means. For example, you may not provide Internet access to third parties through a wired or unwired connection or use the Services to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to Internet Services, you may connect multiple devices within a single home to your router to access Internet Service through a Verizon-issued IP address. You are responsible to know the terms of use for all Other Devices you connect to your Home Network and you are responsible to opt-out of any connected Other Devices' features that violate the Agreement or these Service terms. You may not knowingly or unknowingly exceed the bandwidth usage limitations that we may establish from time to time for the Services, or knowingly or unknowingly use the Services to host any type of server or commercial network or subnetwork. Violation of this Section may result in bandwidth restrictions on Services or suspension or termination of Services.

2. AVAILABILITY OF AND CHANGES TO SERVICE.

- 2.1 Service and Bandwidth Availability and Speed. The Services you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Services even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of Services with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to your Home Network will vary depending upon the number, type, age, software operating system, and configuration of devices using the Services and the type of use (for example, streaming media), among other factors. The speed of the Services may vary based on network or Internet congestion, your device configuration, your use and consumption of streaming or other digital media services, the condition of facilities used to deliver the Services and the wiring inside your location, among other factors. The Services and certain other Fios Services, such as Fios Home Phone and Fios TV VOD Services, share bandwidth on the fiber-optic connection to your home. The bandwidth available for the Services may be reduced temporarily (a) during times of significant utilization of Fios TV VOD Services in a particular area, (b) due to other unusual events such as network outage or failure, or (c) if you or someone in your household are simultaneously consuming multiple video content or data/internet/broadband streams. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Services to perform maintenance activities and to maintain session control. Our network management and performance practices are described in the following website and incorporated by reference herein: https://www.verizon.com/about/our-company/open-internet.
- 2.2 Conversion from HSI Services to Verizon Fios Internet Services. When Verizon is able to provision Services utilizing fiber optic technologies, we may in our discretion terminate your HSI Services and cease offering HSI Services to your location. In such case, we will offer you Fios Internet Services at the then applicable rates and terms, which may differ from your previous HSI Services rates and terms. If

you are on a Term Plan and Verizon terminates or ceases to offer Services to your location under this Section 2.2, you shall not be liable to pay the ETF. If you convert from HSI Services to Verizon Fios Internet Services, this Agreement will continue to govern your Verizon Fios Internet Services.

2.3 Changes to Services or Features. We reserve the right to change at any time with or without notice to you any of the software, features, functions, websites (including user interfaces), or Equipment used in connection with the Services. This section does not apply to equipment protection plans that may be offered by our third party vendors.

3. MANAGEMENT OF YOUR DATA, COMPUTER AND OTHER DEVICES.

- 3.1 Your Responsibilities Regarding Management of Other Devices and Data. You are solely responsible for your home network. Your responsibility includes obtaining, maintaining and updating all Other Equipment and software services and management of your information and data and connected Other Devices. Unless you have agreed to specific terms with us. Verizon reserves the right to modify settings on any Verizon managed access points (for example, routers and extenders) on your Home Network for safety and security reasons. YOU AGREE THAT WE AND OUR THIRD PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOURS, OR ON YOUR OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON OUR OR ANY THIRD PARTY'S SERVERS.
- 3.2 Content and Data Management by Verizon. We and our applicable third party suppliers reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon, Verizon Affiliate, and third-party servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- 3.3 Your Responsibilities Regarding Security. You agree that you are solely responsible for maintaining the security of Other Devices and data, including without limitation, encryption of data and protection of your User ID, user password, Home Network and administrative passwords, and personal and other data. The Services may permit you with the option to provide third parties authorized by you access to the Internet using your Verizon-issued device. If you believe your login credentials have been lost or stolen, or that someone has gained access to your account or login credentials without your permission, call us immediately at 1-800-837-4966. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. Use of our network for the distribution, operation, and maintenance of malicious software (viruses, bots, worms, Trojan horses, etc.) is prohibited. Communications to malicious domain names (e.g., domain names used by networks of machines running malicious software) and to malicious Internet protocol addresses (e.g., IP addresses used by networks of machines running malicious software) may be redirected by Verizon to our network security systems at any time without notice as a countermeasure against the operation of malicious software such as "botnets" in the our network. Our security systems may retain certain information such as the date and time of the malicious communication, the IP address it originated from, the domain name involved, and other technical information for cybersecurity purposes. Our security systems are configured to not retain end user information contained in the payload of the application layer, if any, that is delivered or uploaded by the compromised machines. The Equipment provided may include security software and other features that

may be activated at your option. You are solely responsible for the activation and use of the optional features and settings.

- 3.4 Monitoring of Network Performance by Verizon. We automatically measure and monitor network performance and the performance of your Internet connection and our network. We will access and record information about Other Equipment profiles and settings, and the installation of software we provide. You agree to permit us and our applicable third party suppliers to access and scan your device, network ports, and Equipment and to monitor, adjust and record data, profiles and settings for the purpose of providing Services, managing Equipment software, and managing the security and performance of our Networks. You also consent to our or our third party service partners' monitoring of all connections and performance of your Internet connection and Home Network, and to access and adjust Other Device and equipment settings, as they relate to the Services, Software, or other services which we may offer from time to time. We reserve the right to modify the password(s) for the Equipment used with the Services in order to safeguard Internet security, the security and privacy of Subscriber information, and/or for other good cause to provide, upgrade and maintain the Services, protect the network, other users of the Internet, or our Subscribers. Should we change such password(s), we will use reasonable means to notify you.
- 3.5 Authorized Devices Registration and Restrictions on Streaming Content. See Agreement Section 5.5 for restrictions on streaming content.

4. LIMITATIONS ON USE OF THE SERVICES.

- 4.1 You acknowledge and agree that Verizon (a) is not responsible for invalid or redirected Uniform Resource Locator ("URL") destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Services are secure or will meet your needs.
- 4.2 You understand and agree that if you type a nonexistent or unavailable URL, or enter a search term into your browser address bar, Verizon may present you with a Verizon Error Assist web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the Error Assist page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive Error Assist pages from Verizon, you should follow the opt-out instructions at https://www.verizon.com/support/residential/internet/home-network/settings/opt-out-of-dns-assist.
- 4.3 You agree that we assume 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, Verizon Websites, or in any other public service or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not we provide such services(s). We do not monitor or control such service, although we reserve the right to do so.
- 4.4 You represent that when you, or your permitted guests' transmit, upload, download, post or submit any content, images or data using the Services you or your permitted guests have the legal right to do so and that your or your permitted guests' use of such content, images or data does not violate the copyright or trademark laws or any other third party rights.
- 4.5 Third party websites or other applications linked to or from the Services are not reviewed, controlled, or examined by us 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 the Services, including websites or content advertised on the Services, does not imply our endorsement of them.

- **5. ADDITIONAL SERVICES.** If you subscribe to Fios Internet, we may make the following Additional Services available to you. In addition to the terms of the Customer Agreement, the terms and conditions below apply to your use of the Additional Services(s).
- 5.1 Verizon Protect Home. Verizon Protect Home is provided directly by Asurion Services, LLC and is subject to the separate terms and conditions of the Plan. Verizon customers should review these separate respective terms and conditions at http://www.verizon.com/about/sites/Verizon Whole Home prior to enrollment and use.
- Device Protection Plans. Verizon and its third party vendor, Asurion Services, LLC, may offer a Device Protection Plan for a failure due to breakdown for certain eligible products. The Device Protection Plan is provided by Asurion and is subject to the separate terms and conditions of the Protection Plan, which can be found here http://www.verizon.com/about/sites/Verizon Asurion Device Protection Plan. Device Protection Plan customers should review these separate terms and conditions prior to enrollment and use. By purchasing or accepting any such Device Protection Plan, you agree to be bound by the terms and conditions of the Device Protection Plan provided by Asurion Warranty Services, Inc. or Asurion Florida Warranty Services, Inc. and administered by Asurion Services, LLC, which are third party beneficiaries of this Agreement and capable of enforcing the terms of the Device Protection Plan independently from Verizon.
- 5.3 Inside Wire Maintenance. If you subscribe to Inside Wire Maintenance ("IWM"), which is offered by Verizon affiliates as per Exhibit A, you agree to be bound by the terms and conditions of IWM, in addition to the terms set forth in this Agreement, which are located at https://www.verizon.com/about/terms-conditions/residential-terms-service, and incorporated herein by reference.
- 5.4 Verizon Cloud Services. Verizon Cloud Services are provided by Verizon Online LLC and provide personal storage in the cloud to automatically back up and sync your content across your Devices. The amount of digital storage provided depends on Your Cloud Services Subscription. Upon termination or cancelation of Your Subscription, you will no longer have access to the Additional Service and any previously uploaded files and/or content. You are responsible for downloading any files or content prior to the cancelation of any services. You agree to be bound by the terms and conditions of the Cloud Services, which are located at https://www.verizon.com/support/cloud-legal/, in addition to the terms set forth in this Agreement.
- 5.5 Home Network Protection ("HNP"). Verizon may offer HNP Services, provided by McAfee LLC. This Service is available at no additional charge and is an available feature included on a limited selection of routers. You must download and use the My Fios App to manage HNP service and features and to access the HNP service terms. Once you enable and configure HNP you can manage settings for connected devices on your Home Network. Parental controls are also available to manage devices.
- 5.6 Techsure. (Limited availability. Restrictions apply). TechSure is provided directly by Asurion Services, LLC and is subject to the separate terms and conditions of the Plan. Verizon customers should review these separate respective terms and conditions at http://www.verizon.com/about/sites/Techsure prior to enrollment and use.
- 5.7 Whole Home WiFi. Verizon may provide Whole Home Wifi as a feature of your internet service. Whole Home Wifi (https://www.verizon.com/support/residential/internet/whole-home-wi-fi) may be included with your Fios Internet plan or may be offered for an additional charge.

5.8 Home Awareness. If you subscribe to the Home Awareness service ("Home Awareness"), you agree to be bound by the Home Awareness terms and conditions, in addition to the terms set forth in this Agreement, which are located at https://www.verizon.com/support/residential/internet/essentials/home-awareness/legal, and incorporated herein by reference.

EXHIBIT D

RETIRING ADDITIONAL SERVICES

If you subscribe to Fios Internet, we may have made the following Additional Services available to you. These products and services ("Retiring Additional Services") are no longer available for purchase through Verizon at this time:

LASTPASS, TOOLBAR, TECHSURE PLUS, TECHSURE PREMIUM, VERIZON PREMIUM TECHNICAL SUPPORT SERVICE, TECH SUPPORT PRO, AND LIFELOCK SELECT.

In addition to the Fios Internet service terms, each product and service listed above shall be governed by separate terms and conditions independent from this Agreement. Any terms and conditions listed in this Exhibit E, constitute a separate contract solely between you and the company providing the services or product. Links to the terms and conditions for these products and services are listed for your convenience.

- 1. Lastpass Service by Logmein USA, Inc. LastPass is a password management service offered by LogMeIn USA, Inc. By accepting, accessing, or using LastPass, you agree to be bound by LogMeIn USA, Inc.'s terms of service, located at https://www.logmeininc.com/legal/terms-and-conditions. Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service and its continued use.
- 2. Lifelock Select Service. LifeLock is a consumer cyber security monitoring service offered by Norton LifeLock, Inc. By accessing, or using LifeLock, you agree to be bound by Norton LifeLock, Inc.'s terms of service, located at https://www.nortonlifelock.com/us/en/legal/. Please review the LifeLock terms carefully as they contain important limitations and conditions.
- 3. Techsure Plus, Techsure Premium, Verizon Premium Technical Support Service, and Tech Support Pro. Techsure Plus, Techsure Premium, Verizon Premium Technical Support Service, and Tech Support Pro are services provided through Asurion Service Warranty, Inc. ("Asurion") which may provide or assist in providing Technical Support Services. By using these services, you are bound by Asurion's terms and conditions which can be found at https://www.asurion.com/terms-conditions/. Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service and its continued use.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT E

VERIZON FIOS TV TERMS OF SERVICE

These Service Terms for Fios TV apply to your use of our video services and are incorporated by reference into the Customer Agreement between us.

1. DEFINITIONS.

- 1.1 Authorized Devices. On Demand Content is accessed through a Verizon set top box or through authorized Other Equipment and software applications. We may require you to register each Other Device used to access Content (each, an "Authorized Device").
- 1.2 On Demand Services. A library of On Demand Content available as part of your Fios TV service that you can watch at your convenience. Multi- device viewing options may be available for certain On Demand Content.
- 1.2.1 Free On Demand. Some free On Demand Content is only available if you subscribe to the channel or network providing the content. You can watch free On Demand Content at your convenience when available.
- 1.2.2 Other On Demand. Some On Demand Content costs a small fee. In those cases, the content is available for you to watch for 24 to 48 hours (depending on the Content).
- 1.2.3 Pay-Per-View Content. Pay television or webcast service by which you can purchase live events to view via private telecast, which may have limitations on replay or access across multiple platforms

2. CONTENT.

- 2.1 Content Ownership. The Programing provided to you is owned and controlled by companies and organizations other than Verizon. We obtain the rights to carry Content through agreements with those companies. Each company or organization retains the right to change, remove or provide alternate Content options at its discretion. Verizon has no control over Content.
- 2.2 Limitation of Liability and Obligation to Carry Content. Verizon shall not be liable for any failure or interruption of program transmissions or Services resulting in part or entirely from circumstances beyond Verizon's reasonable control. Subscriber agrees that it has no right to receive, and Verizon has no obligation to provide, any particular Content Services as part of its Fios TV Services and that Subscriber is not entering into this Agreement or purchasing Fios TV Services in reliance on an expectation or promise (explicit or implicit) that any particular Content shall be included as part of Verizon's Fios TV Services.
- 2.3 Fios TV Service Interruptions. The Services may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Services or the Equipment will be available or perform in a manner that meets your needs. Verizon will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout, or interruption of the Services, directly or indirectly caused by or resulting from any circumstances, including, without limitation, any circumstance beyond Verizon's reasonable control or events of Force Majeure. When practicable, Verizon will schedule and conduct maintenance so that interruption of service is minimized and occurs during periods of minimum use.
- 2.4 Limitations on Content. The Content distributed via the Services may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Content or charge for its viewing. You may not

take any actions to alter or avoid any security or access controls or restrictions associated with the Services, Equipment, or Other Devices.

- 2.5 Viewing Restrictions. You understand and agree that it is your responsibility to establish any viewing restrictions at your discretion, and to supervise use of the Services.
- 2.6 Content Access. Verizon may enable you to access and view Content in a variety of ways: (i) by delivery to your Equipment; (ii) by delivery to compatible Other Devices through a Verizon-provided application supporting media playback; (iii) by providing access to supported browser versions through Verizon-provided hyperlinks and software on Other Devices; or (iv) through a widget or software application accessed through the Equipment. The technology employed by Verizon may vary among operating systems, devices and software applications.
- 2.7 Terms of Service and AUP. Your use of Video On Demand and Pay-Per-View Services is conditional upon your continued adherence to the Fios Internet Terms of Service (Exhibit C to the Customer Agreement) and the Fios TV Terms of Service and Verizon's Acceptable Use Policy. In the event of any conflict between the Fios TV Terms of Service and the Fios Internet Terms of Service, the Fios TV Terms of Service will control solely to the extent of such conflict.
- 3. VIDEO ON DEMAND ("VOD") SERVICES DESCRIPTION AND CONDITIONS OF USE.
- 3.1 Access to Fios TV VOD Content Services. You may access Services by:
- 3.1.1 streaming to your TV through a Verizon-supplied Fios TV set-top box (this requires a compatible Fios router);
- 3.1.2 playing to an Authorized Device through a Verizon provided application supporting media playback.
- 3.1.3 downloading to an Authorized Device for offline playback.
- 3.2 Authorized Devices Registration and Restrictions on Streaming Content. See Agreement Section 5.5.2 for restrictions on streaming content.
- 3.3 VOD Services Requirements. Internet access is required to use VOD Services. There may be separate or additional subscription, rental or purchase fees for VOD. You are solely responsible for compliance with any minimum system requirements, software upgrades, patches or other fixes, which are or may become necessary to access VOD Services. Certain downloaded content may be viewed offline. Not all VOD Content is available for download. Fast-forward, rewind, and other 'trick-play' features for viewing Content that has previously aired as well as other viewing features may vary. The availability of standard definition, high definition, and ultra-high definition, and 4K video Content may also vary.
- 3.4 Variables Affecting Delivery. You acknowledge that delivery of VOD Content is dependent on variables not under Verizon's control, including, but not limited to, the speed and availability of your internet or network connection. You may experience delays or technical difficulties caused by or related to such variables, as well as the technical limitations of the VOD Authorized Device on which you view the VOD library Content. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to view or have difficulty viewing due to such variables. You bear all responsibility for ensuring that you have compatible equipment to view Content in the appropriate format or at all.
- 3.5 License. Upon the payment of a subscription, purchase or rental fee, Verizon grants you a limited, non-exclusive, revocable, non-transferable license to use the VOD Content, which is intended

solely for your non-transferable, non-commercial, private and personal use. Any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Verizon such as Service announcements and administrative messages, are part of the VOD Services and are necessary for Verizon to provide the VOD Services. Your use of third-party platforms to aggregate your VOD titles from multiple service providers, such as Movies Anywhere, may require your consent for us to share VOD Content with the platform providers.

- 3.5.1 Purchased VOD Content Availability. Once you purchase or rent VOD Content, you bear the responsibility for completing download and/or use and for all risk of loss of the purchased and downloaded VOD Content. Verizon encourages you to download or access your Purchased VOD Content immediately after purchase.
- 3.5.2 Purchased VOD Content Unavailability. Purchased VOD Content may become unavailable for streaming (including streaming to your TV via a Verizon Fios TV set-top box) or re-download due to Content provider licensing and other restrictions, and Verizon will not be liable to you if purchased VOD Content becomes unavailable for further download, streaming and/or use.
- 3.5.3 Re-delivery of purchased VOD Content. Verizon can only re-deliver to you the digital files containing Purchased VOD Content a maximum of two (2) times during any calendar year.
- 3.6 Digital Licenses for VOD Content. Regardless of the use of the word "purchase", and except as set forth here, all VOD Content is offered for license to use and/or view, not purchase or sale, and is subject to this Agreement and Service Terms and any other license terms and conditions applicable to the VOD Content, including limitations imposed by the use of any digital rights management technology. VOD Content can be licensed in two ways:
- 3.6.1 Purchased VOD Content. When you purchase VOD Content, the payment of a purchase fee will entitle you to access the purchased VOD Content for viewing on Authorized Devices an unlimited number of times over an indefinite period of time. Purchased VOD Content will continue to be accessible if you are no longer a Fios TV customer, but your use of such VOD Services will be subject to the terms of this Agreement and any applicable End User License Agreements as they may be amended from time to time.
- 3.6.2 Rented VOD Content: When you rent VOD Content, the payment of a rental fee will entitle you to access the rented VOD Content for viewing on one or more Authorized Devices an unlimited number of times over a fixed period of time, typically 24 or 48 hours from the purchase or initial playback of the Rented VOD Content.
- 3.6.3 Playback. You must initiate playback typically within 30 days of your rental transaction or sooner depending on rental windows communicated at the time of rental.
- 3.7 Reservation of Rights. All Content provided by Verizon or its third party licensors on any website or other resource provided by Verizon through which VOD Content may be viewed or purchased is the property of Verizon or its licensors. All rights are reserved as outlined in section 6 of the Customer Agreement.
- 3.8 Wireless Provider Data Charges. 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 accessing Content or purchasing products and Services through interactive options available through the Services.

- **4. ADDITIONAL SERVICES.** If you subscribe to Fios Internet and Fios TV, we may make the following Additional Services available to you. In addition to the terms of the Customer Agreement, the terms and conditions below apply to your use of the Additional Services(s).
- 4.1.1 Netflix. Netflix is provided directly by Netflix, Inc. and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at https://help.netflix.com/legal/termsofuse prior to using the service.
- 4.1.2 Pandora. Pandora is provided directly by Pandora Media, LLC. and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at https://www.pandora.com/legal prior to using the service.
- 4.1.3 Pluto TV. Pluto TV is provided directly by Pluto Inc., and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at https://corporate.pluto.tv/terms-of-use/ prior to using the service.
- 4.1.4 YouTube TV. YouTube TV is provided directly by Google LLC., and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at https://www.youtube.com/t/terms paidservice prior to using the service.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT F

FIOS HOME PHONE SERVICE TERMS OF SERVICE

The following Service Terms for Fios Home Phone apply to your use of our voice services and are incorporated by reference into the Customer Agreement between us.

1. GENERAL DESCRIPTION.

Fios Home Phone Service is a voice over internet service for calling domestic and international locations. The Service also includes use of calling features and management of your account.

The current plans and rates for domestic and international calling can be found at https://www.verizon.com/home/phone/. Information on current rates is also available by contacting Verizon Customer Service at 1.800.Verizon (1.800.837.4966).

Calling Features and Account Management

The Service includes certain calling features and account management. The calling features and functionalities may be changed from time to time. Please visit https://www.verizon.com/home/phone/ for currently-available features.

2. LIMITATIONS OF THE SERVICE.

- 2.1 Availability. Fios Home Phone is available in limited areas of the United States, and only in those areas where we can direct a 911 call to the appropriate emergency response center in a manner consistent with applicable laws, rules, and regulations, including, without limitation, FCC rules and requirements.
- 2.2 Call Types. The Service does not allow you to make 500, 700, 900, 950, 976, 0001, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX), nor does it allow you to accept collect calls or third number billed calls.
- 2.3 Dialing. The Service requires 10-digit dialing. Home security system settings may need to be modified from 7 to 10-digit dialing.
- 2.4 Call Forwarding. You will not be able to forward any of your calls to international numbers.

3. POWER AND BATTERY REQUIREMENTS.

Fios Home Phone Service (including 911 dialing) will not function during a power outage without a back-up power source. You are responsible for providing both the electrical power necessary for the Service to function and any back-up power source.

- 3.1 Battery Back-up. A battery back- up feature is available for your Verizon equipment. Depending on your equipment type, you may choose to use this battery back-up feature by maintaining a: (i) 12 Volt battery in the built-in battery backup-unit or (ii) D Cell batteries in the optional Verizon PowerReserve device that plugs into your equipment.
- 3.2 Backup Details. With a fully-charged battery (or batteries), the battery back-up feature will power the basic calling functions of your Service for up to eight (8) hours in the event of a power outage. The Verizon PowerReserve device may be purchased through Verizon. 12 Volt batteries may be purchased through Verizon or a third party. The battery back-up feature will not power cordless phones, Fios Internet or Fios TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using Fios Home Phone Service. Additional

information, including equipment type, battery testing, monitoring, use, and storage can be found at verizon.com/battery.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT G

FIOS PREPAID TERMS OF SERVICE

Certain Fios Services may include the option to pre-pay.

1. CHARGES AND PAYMENT TERMS.

- 1.1 Prepaid Charges. You agree to pay for the Services on a prepaid basis for a minimum period of one month. You are responsible for paying all applicable taxes, surcharges, fees or other charges associated with the Services and Equipment. Payment for the initial month of Services must be paid in full in advance before we will ship equipment or schedule an installation date. You agree to pay any installation or other additional fees prior to the time of installation, at the time of installation, but at all times prior to activation of the Services.
- 1.2 Service Period -- Payments.
- 1.2.1 Payment Cycle. Your monthly payment cycle will begin on the date your (a) Prepaid Services are installed and activated if Verizon is installing your Services or (b) on the date the Equipment is delivered to you if you are self-installing the Service. Your Services will be available for one month after activation. You must pay for the next month's Services before the expiration of the current month (the "Expiration Date") to keep your Services active. Services are renewed for the next month when we receive payment in full.
- 1.2.2 Non-Renewal. If you do not pay for the next month's Prepaid Services prior to the Expiration Date, your Services will be no longer be available, without additional notice to you. You may restore your Services by paying for an additional month, and the date your services are reactivated will begin a new month of Service. While your Services are unavailable, you may not make any Equipment changes and you will not be charged for Services. Your Services will be restored within 24 hours of our receipt of your payment. There is no fee to restore Services.
- 1.2.3 Account Closure. If you do not make a payment for three consecutive months, your Verizon account will be closed and you must return any Equipment to Verizon in accordance with this Agreement. You must order as a new customer if you wish to purchase prepaid Services after account closure. Reopening of a prepaid account is at Verizon's sole discretion.
- 1.3 Third Party Charges. You are solely responsible for any charges you may incur with third-party service providers, including accessing on-line services or subscriptions.
- 1.4 Payment Methods. You may be required to utilize a credit or debit card to prepay your initial month of Service. Subsequent payments may be made by credit or debit cards, by cash at an authorized payment location or such other payment methods as we may designate. If you use a credit or debit card to pay for the Services, your use of the card is governed by the card issuer agreement. If we receive a chargeback through your credit or debit card, your Services will be suspended. More than one chargeback in a six month period will result in closure of your account. If you are a cash customer, we may send you an email with your account number to use in processing your payment; the number may also be used to authenticate your Verizon account, and you acknowledge the unencrypted email may increase risk of interception by a third party.
- 1.5 Refunds. We will not refund any amounts prepaid for the Services, subject to applicable law, unless an order is cancelled prior to installation or activation.
- 1.6 Account Statements. Your Account Statement will be provided online and will be available to you through your My Verizon Account; paper statements are not available.

2. SERVICE INFORMATION.

- 2.1 Service Availability. Not all Verizon Services will be available in all areas. You may not move your Verizon Services or temporarily discontinue your prepaid Verizon Services within the current month, and no refunds will be given for amounts that have been prepaid. Services may be re-established at a new location as a new account. Only designated Service options, including available Fios Internet Speeds will be available as prepaid Services.
- 2.2 Service Limitations. Home Phone is a prepaid Fios Home Phone service governed by the Fios Home Phone Terms of Service, and will not permit calls that are billed on a usage basis, the purchase of additional lines, directory listings, calls to directory assistance or operator completed calls except by customers with disabilities who register to make such calls, vanity numbers, or pick your own area code numbers. Home Phone telephone numbers will not be listed or published. Vacation suspend will not be available for any Prepaid services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

April 3, 2023