

Wireless Retail Account Agreement



Your Company's Information

Company Name:

Company Street Address:

City:

State:

ZIP:

Federal Tax ID #:

D&B #:

Address for Legal Notices: (if different from above)

Name:

Address:

City:

State:

ZIP

Your Points of Contact:

Name:

Address:

Title:

Phone

Company E-mail:

Name:

Address:

Title

Phone

Company E-mail:

Signatures: This Wireless Retail Account Agreement (the "Agreement") is made between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its controlled and/or managed affiliates (collectively, "Verizon Wireless," "we" or "us") and your Company ("Company," "Customer," "you" or "your") (each, a "Party" or collectively, the "Parties"). Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the persons signing this Agreement are authorized to do so.

By:

Date:

Name:

Title:

This Agreement allows your Company to purchase Wireless Service, Products and Services, Devices and accessories for your business use.

Definitions

1. Definitions:

- 1.1. Corporate Subscriber: An employee of your Company using Wireless Service under this Agreement whose line of service is set up in your Company's name and billed to your Company.
- 1.2. Device: A wireless phone, smartphone, tablet, data modem or router used with Wireless Service.
- 1.3. Effective Date: The date that this Agreement is last signed by both Parties.
- 1.4. Employee Subscriber: An employee of your Company purchasing Wireless Service pursuant to the "Employees' Personal Wireless Service" section below whose account is set up in the employee's name and for which the employee bears responsibility.
- 1.5. Legal Notice: A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
- 1.6. Machine-to-Machine ("M2M") Line: A line used for transmitting data between Devices and computer servers or other machines, or between the Devices themselves, with limited or no manual intervention. You can activate M2M Lines only on specified M2M plans.
- 1.7. Products and Services: Any plans or features that we offer for your Corporate Subscriber lines and M2M Lines, as well as any software or applications either on your Devices or used with the Wireless Service or the Devices.
- 1.8. Third Party: A vendor or supplier from whom we source, resell or distribute Products and Services.
- 1.9. Wireless Service: The radio service we provide to enable voice, data and messaging on your Devices.

Termination and Suspension

2. Lines of Service; Termination of a Line:

- 2.1. **Line Term and Early Termination Fee:** If you purchase a Device at a discount (not under a retail installment contract) and/or certain Products and Services, we may require you to subscribe for Wireless Service for a minimum of one year ("Line Term"), as indicated at the time of purchase. You may have to extend a Line Term if you take advantage of certain promotions or services, or if you upgrade a Device at a discount. Once you complete a Line Term, the line will be on a month-to-month basis and we have the right to terminate that line or adjust rates and fees with 30 days' prior written notice. If you cancel a Corporate Subscriber line or M2M Line prior to completing the full Line Term, or if we cancel it because you have breached this Agreement, we will charge you an early termination fee ("ETF"). The amount of the ETF will be based on the plan, feature, discounted Device or other offer that you choose when activating or renewing the Corporate Subscriber line, and is either \$650.00, minus an equal pro-rated amount per month for each month that the line remains active for any lines activated on a smartphone purchased from us, or \$175.00, minus an equal pro-rated amount per month for each month that the line remains active for other Devices. For M2M Lines activated on Devices you provide, we may charge an ETF of \$50.00 for each line terminated.

You acknowledge and agree that if a Line Term is applicable, then after a Line Term ends, the line will be on a continuing month-to-month basis and may have adjusted rates and fees unless you or Verizon Wireless terminates the line. You can terminate a line upon written notice without early termination fees to be effective at any time after the end of the Line Term by using My Business, contacting Verizon Wireless Business Customer Service or visiting a retail store.

- 2.2. **Retail Installment Contract:** If you purchase a Device through a retail installment contract you agree to pay us the Device price according to the terms of that contract. Those lines of service will not be subject to a Line Term or an ETF. If you cancel your line of service before paying the total amount due on a line that has a Device under a retail installment contract, we will not charge you an ETF, but you will have to pay us the remaining balance due under the retail installment contract.
- 2.3. **Offer Recovery Fee:** At times, we may make available Devices at a special price. For these Devices, in lieu of the ETF, we will charge an Offer Recovery Fee ("ORF"), which reflects Device discounts and Device credits associated with the special-offer Devices. The initial dollar amount of the ORF associated with a Device purchased from us

with a special offer will be specified in your point-of-sale materials. The ORF will be reduced equally each month throughout the Line Term for as long as the line remains active.

2.4. Line Termination: You can terminate a line within 30 days of activation or upgrading a Device without a penalty as long as you return any Device you purchased from us on that line within the 30-day period, provided the Device is not damaged and is in good working condition, but you will have to pay for your Wireless Service and related charges incurred through the date of termination.

- 3. Suspension or Termination of Wireless Service or Products and Services:** We may, with notice, deny any new line activations, suspend or terminate Wireless Service or Products and Services, and/or discontinue the sale of Devices or accessories at a discount, if: (i) you fail to pay any charges when due; (ii) you default under any Device financing agreement with us; (iii) you breach the Agreement; (iv) you use the Wireless Service or Products and Services for any illegal, improper or fraudulent purpose (including "spamming" or other abusive messaging or calling; or violating trade and economic sanctions and prohibitions promulgated by any US governmental agency); (v) you use, abuse, or misuse our network or Products and Services in a manner that has an adverse impact on our network, operations or customers; (vi) you or any user of your Device or any Point of Contact on your account provides false information relating to your account; (vii) you or any user of your Device or any Point of Contact on your account engage in fraudulent, threatening, or harassing activities when using our Products and Services or interacting with our representatives; or (viii) you fail to comply with the Wireless Service and Device and accessory resale restrictions contained in this Agreement.
- 4. Termination of Agreement:** Either Party can terminate this Agreement for any reason by giving 30 days' prior Legal Notice to the other Party. Further, we shall have the right to terminate this Agreement by providing five days' notice to you (or, in exigent circumstances, no notice) if we have a good-faith belief that termination is necessary to (i) prevent, mitigate, or eliminate fraud; (ii) protect our personnel, our network, or our property, or (iii) comply with a law or a regulation. In all cases, you shall remain responsible for (a) all charges incurred for Devices and Products and Services on each terminated Corporate Subscriber line and M2M Line up to and including the date of termination; and (b) any ETF or ORF otherwise payable for each terminated Corporate Subscriber line and M2M Line. We may continue to provide Wireless Service to any Corporate Subscriber lines and M2M Lines still active after this Agreement has been terminated, but we may remove your discount, any custom Products and Services, and other benefits of this Agreement. To the extent applicable, the terms and conditions of this Agreement shall govern any lines that remain active after this Agreement has been terminated.

Purchasing Products and Services and Your Discounts

- 5. Purchases by Your Company; Your Points of Contact:** You must tell us who in your Company is authorized to purchase Devices, Wireless Service, and other Products and Services under this Agreement (these are your "Points of Contact"). Unless you tell us otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, and any accounts or lines established pursuant to this Agreement, including authorizing or blocking your Company's employees from purchasing particular Products and Services. Your Company is fully responsible, including financially, for the actions and inactions of any designated Points of Contact, including any orders and other transactions (including those that are erroneous or fraudulent) processed, performed, or authorized by your Points of Contact. The person signing this Agreement shall automatically be designated as a Point of Contact. You can designate a third party to act as your Point of Contact as long as you sign our letter of agency naming the third party and indicating the scope of its authority.
- 6. Rates and Charges:** The rates and charges, the voice, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each Corporate Subscriber line and M2M Line are determined by the Products and Services that you select for each line. Some Products and Services may have restrictions on the type of Devices that can be used with them. You can purchase any retail Products and Services (i.e., those that we make generally available) subject to their terms and conditions, which may be obtained on verizonwireless.com and will become part of this Agreement. Unless you switch your plan or feature, we will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. We may, however, with 30 days' prior written notice, add or change other rates, charges and fees. We may also discontinue any retail Products and Services without notice; after that, you will not be able to activate new lines on or move existing lines to them. If you change or upgrade a Device on a line of Wireless Service, or if you assume liability for another line of Wireless Service, we may require you to change to current Products and Services for that line. We may also offer you custom Products and Services, the terms and conditions of which are described in this Agreement. Third Parties may provide some Products and Services, and you can, at no cost, block or restrict access to them. Third-Party Products and Services may be subject to end user license agreements or other terms and conditions that are between you and the Third Party licensors. We make no representations, guarantees, assurances of quality or warranties whatsoever, either express or implied, with respect to such Third-Party Products and Services.

7. **Account Implementation:** It may take up to 30 days to implement this Agreement or any modifications to this Agreement (including any custom pricing, options, features or applications). We may need certain information from you to complete the implementation.
8. **Minimum Line Requirement:** Your Company must achieve a minimum of five Corporate Subscriber lines within 180 days, and thereafter maintain such lines, to remain eligible for the discounts and other benefits of this Agreement.
9. **Monthly Access Fee Discounts:** If your Company has at least five active Corporate Subscriber lines, unless otherwise specified in the plan or feature, you will receive an 8% monthly access fee discount for Corporate Subscriber lines and a 5% monthly access fee discount for Employee Subscriber lines (unlimited plans do not qualify for a discount), as follows:
 - (a) For plans with a monthly access fee per line, and no separate account access fee, you will receive a discount on line monthly access fees of \$34.99 or higher.
 - (b) For plans with a monthly account access fee, and a line access fee based on Devices activated on the plan, you will receive a discount only on account access fees of \$34.99 or higher.
 - (c) For data features added to the plans in (a) or (b), you will receive a discount on monthly access fees of \$24.99 or higher.
10. **Your Employees' Personal Wireless Service:** Your Company's Employee Subscribers may receive a discount on their monthly access fees (subject to the qualifications in the "Monthly Access Fee Discounts" section above). Employee Subscribers must provide proof of employment and agree to the separate Verizon Wireless Customer Agreement to be eligible for the discount. Periodically, we may ask you or your employees to validate that they are still employed by your Company. If we cannot validate employment, such employee may no longer be eligible to receive the discount. Your Employee Subscribers will be eligible for an additional 3% monthly access fee discount if they register with "My Verizon" and enroll and remain enrolled in paperless billing.
11. **Purchases by Parents and Affiliates:** Your affiliated companies may purchase Devices, Wireless Service and other Products and Services from us. An affiliated parent company must own at least 50% of the equity interest in you, and an affiliated subsidiary is one in which you or your parent company directly owns at least a 25% equity interest. You must provide us with a list of your affiliated companies that can purchase under this Agreement. Each company must sign a parent/affiliate agreement, unless you have the legal authority to bind it to the terms and conditions of this Agreement. You are responsible for paying any charges not paid by one of these companies.
12. **No Reselling to or Purchases by Third Parties:** Unless we agree in writing, you cannot resell Wireless Service or bundle it with or embed it into products or services that you provide to your customers or to any third parties. No third party, including your Company's agents, contractors, vendors, distributors, franchisees, members or contract employees, is permitted to purchase Devices, Wireless Service, or other Products and Services under this Agreement. We may terminate your Corporate Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.

Devices

13. **Devices and accessories Purchased from Verizon Wireless:** You may purchase Devices and accessories from us at a discount, subject to the requirements for such discount. You may not purchase discounted Devices and accessories to resell. You must activate any discounted Device on our network within 90 days of receipt; otherwise, we will charge you the difference between the discounted price you paid and the full retail price of the Device. Violation of this section may, in our sole discretion, result in the limitation or discontinuance of the sale of Devices at a discount. We may adjust Device pricing to reflect higher costs from original equipment manufacturers due to U.S. governmental tariffs on goods manufactured outside of the U.S., if applicable.
 - 13.1. **Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to your Company, and your acceptance occurs, when you receive the Device(s) at the address designated on your order. We may charge you for shipping. We will ship Devices to you within five business days of receipt of your order, subject to availability. You may exchange any Device or return it for a refund within 30 days from acceptance.
14. **Devices Not Provided by or Purchased from Verizon Wireless:** You may activate Devices not purchased from or provided by us ("Third Party Device(s)"), but such Third Party Devices must be certified by us for use on our network at the time of activation. Devices that we have not certified may cause transmissions to fail, be blocked or misrouted, or may result in additional charges to you. We are not responsible for Third Party Devices including but not limited to terms, pricing, return policies or any liability arising therefrom.
15. **Firmware Over the Air:** All Devices supporting 4G or higher data transmission services must be compatible with our Over-the-Air ("OTA") parameter administration ("OTAPA") and our OTA service provisioning ("OTASP"), to allow remote configuration of services, including service activation and access on the Verizon Wireless network and our roaming

partners' network(s). All Devices utilizing LTE or 5G for M2M transmission must be compatible with our OTA device management ("OTADM") or Lightweight M2M ("LWM2M") protocol, as applicable, which allows you to remotely manage such Devices in the field and also allows for firmware updates, enabling of services, and application of configuration updates to your Devices. You are responsible for (i) ensuring the latest original equipment manufacturer ("OEM") firmware including adequate security, to prevent the Devices and any information contained on the Devices, from unauthorized access, use, destruction, modification or disclosure, and (ii) any data usage charges associated with an OTA security or firmware upgrade. You must utilize a firmware over-the-air ("FOTA") service that allows you to provide network and radio layer updates to your Devices. Devices purchased from us typically support our FOTA service which you may elect to subscribe to in order to manage FOTA updates. Subscribing to our FOTA service, where applicable, will enable us to assist you in performing FOTA updates to your Devices, as necessary, to keep the Device functional on our network if you have no other means to update the Device firmware. Should you fail to comply with this section, we will take any action necessary to protect our network, as indicated in section 3, "Suspension or Termination of Products and Services."

Wireless Service

- 16. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Device or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Devices that are approved to operate on our network. Your Company acknowledges that in some areas, Wireless Service may be provided by a third-party roaming carrier, subject to our agreements with such carriers. Data service on these roaming carriers' networks may be limited or slowed. Third-party roaming carriers are not our affiliates or subcontractors, and we bear no liability for their network performance or their actions or omissions. You must activate your Devices within the areas served by our owned and operated network in the United States and must deploy your fixed-location Devices within these areas. Your mobile Devices may be used to roam on the networks of our roaming partners in the United States and, if permitted by your plan, other countries, but must be primarily used on our owned and operated networks in the United States. We reserve the right to terminate any Corporate Subscriber lines and M2M Lines that are not primarily used on our owned and operated network.
- 17. Enhancement of Wireless Service:** You must obtain our approval and written agreement before you install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. We may terminate your Corporate Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.
- 18. Use of Wireless Service and Devices; MTNs; SIMs:** Your Company shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable laws and regulations. You may only use Wireless Service on unmanned aerial vehicles (UAVs) with Devices and plans that we have designated and approved for such use. We will assign one mobile telephone number ("MTN") to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Device requires a Subscriber Identity Module ("SIM") card provided by us, we own any intellectual property or software on the SIM card.

Billing and Payment

- 19. Monthly Bills:** Your billing and shipping addresses must be in our licensed service area. We will bill your Company monthly, and you are responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below), on your Company's Corporate Subscriber lines and M2M Lines. We generally bill monthly access fees and feature charges in advance, and airtime overage and other usage charges in arrears. Monthly billing cycles vary and may not correspond to calendar months. Upon termination of a line of Wireless Service, we will bill you for all charges through the end of your current billing cycle. We may provide billing for third parties, and charges for Products and Services that you purchase from them will appear on your bill. Paper bills will not be provided unless requested.
- 20. Disputed Charges:** You must dispute any charges within 180 days of the due date of the bill by giving us written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. We will make a good faith effort to reconcile the dispute within 60 days of the date of your notice. If both Parties cannot reach an agreement in that time, either Party may invoke the dispute resolution process set forth herein.
- 21. Payment Terms:** You are required to pay undisputed charges within 30 days of the date of each bill. We will charge a late fee on past due amounts, to the extent permitted by the law of the state where you are billed, of 5% per month or

\$10.00 per month, whichever is greater. If your payment is returned to us by a bank for any reason, we will charge you a fee.

22. **Failure to Pay:** If you fail either to make a payment on time or to dispute charges as required, we may refer your account to a third party for collection, and we will charge a collection fee at the maximum percentage permitted by applicable law to cover collection-related costs. We may require you to provide a deposit to secure payments under this Agreement based on your payment history or creditworthiness. Such a deposit shall not relieve you of your obligation to make future payments and shall only bear interest if required by law.
23. **Taxes; Surcharges; Exemptions:** If we are legally required to collect taxes, fees, assessments or other charges (each, a "Tax"), then we will bill you for those Taxes, which you will pay. If we incur a tax (other than a net income tax) or other expense in responding to or complying with regulatory or administrative obligations, we may bill a surcharge to defray that tax or expense (a "Surcharge"), which you will pay. Taxes and Surcharges may change from time to time. You are responsible for designating the primary place of use for each wireless Device or service. If you provide us with a valid exemption certificate in the form provided by law (or other evidence of Tax exemption acceptable to us), we will not collect the Taxes covered by such certificate. If, however, you ask us to apply an exemption and the exemption is later found not to apply for any reason or you incorrectly designate the primary place of use, you will upon demand pay to us the uncollected Taxes plus related interest, penalties, or other amounts arising therefrom. We do not issue credits for Taxes billed before we receive valid evidence of exemption. You will notify us promptly in writing of any change in your Tax-exempt status.

Limitations and Warranties

24. **LIMITATION OF LIABILITY:** SUBJECT TO THE EXCLUSIONS AND LIMITATIONS BELOW, THE TOTAL LIABILITY OF EACH PARTY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL EVENTS, IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOUR COMPANY TO US UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRIOR TO THE MOST RECENT EVENT, EXCLUDING AMOUNTS OWED FOR DEVICES. FOR THE PURPOSES OF THIS SECTION AND CALCULATION, WHERE: (A) AN EVENT GIVES RISE TO A NUMBER OF SEPARATE LIABILITIES, CLAIMS OR CAUSES OF ACTION, AND/OR (B) THERE IS A SERIES OF CONNECTED EVENTS, SUCH WILL BE CONSIDERED A SINGLE EVENT. NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY'S LIABILITY: (1) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; (2) FOR BODILY INJURY OR DEATH OR FOR LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY ITS NEGLIGENCE WHILE ON THE OTHER PARTY'S PREMISES; (3) RESULTING FROM A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (4) FOR ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL LIMIT YOUR COMPANY'S LIABILITY FOR ANY AND ALL CHARGES INCURRED BY YOUR COMPANY UNDER THIS AGREEMENT, INCLUDING ANY APPLICABLE ETF AND ORF.

24.1 FOR CLAIMS NOT EXCLUDED UNDER THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE UNDER THIS AGREEMENT, NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, BUSINESS INTERRUPTION, OR LOSSES CAUSED BY DEVICES, SOFTWARE OR APPLICATIONS ON THE DEVICES (OR THE USE OR LOSS OF USE THEREOF).

24.2 VERIZON WIRELESS AND OUR VENDORS WILL NOT BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

24.3 VERIZON WIRELESS WILL NOT BE LIABLE FOR CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO THE ALTERATION, UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF CUSTOMER DATA AND/OR DATA TRANSMITTED VIA THE SERVICES.

24.4 THE LIMITATIONS SET FORTH IN THIS SECTION 24 ARE APPLICABLE EXCEPT TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW.

25. **DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROVISION OF SERVICES OR OTHERWISE, WHETHER ORAL OR IN WRITING AND WHETHER EXPRESS OR IMPLIED, EITHER BY OPERATION OF LAW, STATUTE OR OTHERWISE, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW AND REGULATION. WE ARE NOT THE MANUFACTURER OF THE DEVICES AND MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE DEVICES. WITH

RESPECT TO US, YOUR COMPANY PURCHASES THE DEVICES "AS IS." DEVICES SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO YOUR COMPANY BY THE DEVICE MANUFACTURER.

26. **Mutual Indemnification:** Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents, only so far as the alleged damages were caused while one Party was on the other Party's premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein.

26.1. **Notice and Defense:** The Party seeking indemnification shall: (a) provide the other Party with prompt Legal Notice of the claim; (b) allow the indemnifying Party to control the defense and settlement of the claim, provided, however, that the indemnifying Party shall not agree to any injunctive relief or settlement that obligates the indemnified Party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying Party.

Dispute Resolution

27. **Dispute Resolution:** If there is a dispute that arises under or relates to this Agreement, the Parties agree to meet to attempt to resolve the matter within 30 days of the date when one of the Parties gives written notice informing the other of such a dispute. If the dispute is not resolved, the Parties agree to arbitrate the dispute. The Parties further agree that the arbitrator shall have the exclusive authority to resolve any and all disputes regarding the interpretation, applicability, enforceability, or formation of this arbitration agreement, including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable, and any dispute regarding whether a particular claim or controversy is subject to arbitration (i.e., questions of arbitrability). If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by JAMS in accordance with its Comprehensive Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of us shall be required to arbitrate. Either Party may seek preliminary injunctive relief in court pending appointment of an arbitrator if either Party faces an ongoing unauthorized disclosure of Confidential Information or an infringement of intellectual property.

Confidential Information

28. **Confidential Information:** "Confidential Information" is any proprietary information concerning the disclosing Party's business, customers, employees, products, services, as well as trade secrets, which the disclosing Party labeled or designated as confidential or should reasonably have been understood as confidential information because of the circumstances of disclosure or the nature of the information itself. You must treat any custom pricing or Products and Services in this Agreement as Confidential Information. If either Party gives Confidential Information to the other Party, the receiving Party will keep it confidential for the Term of this Agreement and then for an additional two years. Either Party may use Confidential Information for any purpose related to the performance of this Agreement. We may share Confidential Information with our affiliates (together with Verizon Wireless, the "Verizon Companies"), and third parties subject to nondisclosure protection, solely for the purpose of offering your Company current and future products and services available from the Verizon Companies.

28.1. **Exclusions:** These restrictions do not apply to information that (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process; or (e) is independently developed without reference to the Confidential Information. We do not receive your Confidential Information solely because you receive, transmit, obtain or otherwise exchange such information through the use of the Wireless Service, or because we offer Products or Services that involve the hosting, transport or other similar handling of such information.

Miscellaneous

29. **Assignment:** Either Party may assign this Agreement without the other Party's consent if the prospective assignee (a) is financially able to perform under this Agreement; (b) agrees in writing to assume and fully perform all the duties and obligations of the assigning Party; and (c) is either an entity that controls, is controlled by or is under common control with the assigning Party, or is a successor in interest to all or substantially all of the assigning Party's assets. Any other

assignment requires the Parties' prior written consent. We both agree that this Agreement shall be for the benefit of and binding on our respective successors and assigns.

30. **Compliance with Laws:** The Parties agree that they will comply with applicable laws, regulations and rules to the extent applicable under this Agreement. Your Company acknowledges and agrees that it is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law. Your Company further acknowledges and agrees that applications provided by us that involve the storage of information are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act and implemented by regulation; and therefore, they must not be used to create, store, transmit or receive PHI. The privacy addendum located at the following URL, https://www.verizon.com/business/service_guide/reg/state.htm ("Privacy Language"), is hereby incorporated into the Agreement and applies if any Products and Services requires collection of personal data to which such laws apply. In the case of any inconsistency, the Privacy Language takes precedence over this Agreement with respect to such inconsistency.
31. **Force Majeure:** Any failure of the Parties to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference or preemption by a government agency, sanction, embargo, act of God, strike or other labor disturbance, fire, terrorism, riot, war, epidemic, or any other causes beyond the Parties' reasonable control. Notwithstanding the foregoing, Customer shall not in any event be relieved of its obligation to pay for Wireless Service used and Devices purchased.
32. **Notices:** We will provide notice or other communications related to your use of the Devices, Wireless Service or the Products and Services via mail or e-mail to your Point of Contact, or via a message with your monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery or refusal. We will send Legal Notice to the address on the cover page of this Agreement. If you send us Legal Notice, it should be sent to the following address:
- Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
33. **Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the State of New York shall govern the validity, construction and performance of this Agreement, subject to the provisions of the "Dispute Resolution" section above, and without reference to New York's conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in New York, New York, and waives all objections to a New York, New York venue.
34. **Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless we both agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
35. **Customer Proprietary Network Information (Not Applicable to Arizona Customers):** We want to offer you customized solutions to support your business needs. To facilitate this, you consent to the use and sharing of Customer Proprietary Network Information ("CPNI") within the Verizon family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of your subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. You have the right to refuse this consent, and doing so will not affect any existing Services. You may withdraw or limit your consent at any time via email at cpni-notices@verizon.com and consent remains valid until updated by you.
36. **Export Controls:** The United States and other countries may regulate the export, import and use of certain hardware, software and technological data provided under this Agreement. Your Company agrees to comply with the U.S. Export Administration Act, the regulations that the U.S. Department of Commerce promulgates under it, the embargoes and sanctions established by the Department of Treasury, Office of Foreign Assets Control and any other applicable laws or regulations. If your Company chooses to access or use Devices, Wireless Service or any website or portal that we maintain, in or from prohibited or sanctioned location(s), your Company will be solely responsible for compliance with local-use controls, laws and regulations, including those relating to the import and export of technical data associated

with that access or use. Your Company acknowledges that we have made no representations concerning the appropriateness, availability or legality of the content on any Verizon Wireless-maintained website or portal when accessed outside the United States, and that your access to them from locations where their content is illegal is prohibited.

37. **Counterparts; Electronic Signature; and Admissibility of Copies:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and together constitute one and the same instrument notwithstanding that all Parties are not signatories to each counterpart. An electronic or facsimile copy of the manually and/or electronically signed Agreement shall have the same legal effect as an original document. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement.
38. **Entire Agreement:** The terms and conditions of this Agreement and those of any Devices and other Products and Services selected by your Company constitute the entire agreement between the Parties with respect to this subject matter. This Agreement takes precedence over any conflicting terms and conditions for Devices or other Products and Services, except if the latter apply specifically to such Devices or Products and Services. Except for the incorporation by reference of the terms and conditions of Devices and Products and Services purchased by your Company, this Agreement shall not be amended or modified, including by a purchase order, unless we both agree in writing. This Agreement supersedes all prior agreements for the provision of Wireless Service, Devices and other Products and Services between the Parties. This Agreement applies to any Device or Product and Service that we may give you on a trial basis. Notwithstanding the foregoing, any in-building or on-premises wireless network solution service attachment previously entered into by the Parties that has not been terminated shall be deemed to remain in full force and effect and subject to this Agreement.