



## **Software Appendix to the IP Business Bundle Service Terms**

### **Software and Documentation Special Terms and Conditions**

Where software is provided by Verizon under license from a third party, Customer's rights to use the software are subject to that license and Customer may be required to execute a separate software license agreement in a form satisfactory to the underlying third-party licensor. Software and related documentation provided by Verizon to Customer in connection with IP Business Bundle and not otherwise subject to either a separate signed contract or to an accompanying shrink-wrap license (collectively the "Software") is subject to the following:

1. In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable license to use the Software, in object code form only, solely in connection with Non-Telecommunications Service for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software (a) in connection with the products and/or services of any third party, or (b) to provide services for the benefit of any third party, including without limitation as a service bureau.
2. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may not make any copies of documentation provided as part of the Software.
3. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party.
4. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of any contract between the parties pertaining to "Confidential Information."
5. Except to the extent otherwise expressly agreed by the parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications.
6. The License will immediately terminate upon the earlier of: (a) termination or expiration of any contract between Verizon and Customer pertaining to the Software; (b) termination of the IP Business Bundle with which the Software is intended for use; or (c) failure of Customer to comply with any provisions of this Appendix - Software and Documentation Special Terms and Conditions. Upon termination of any License, at Verizon's option, Customer will promptly either: (i) destroy all copies of the Software in its possession; or (ii) return all such copies to Verizon, and in either event provide a written officer's certification confirming the same.