

**VERIZON TECHTEAM PROGRAM MOBILE APPLICATION END USER LICENSE
AGREEMENT**

PLEASE READ THE VERIZON TECHTEAM MOBILE APPLICATION END USER LICENSE AGREEMENT (“EULA”) CAREFULLY AND COMPLETELY. BY USING THE VERIZON TECHTEAM APPLICATION, YOU UNDERSTAND THAT THE APPLICATION IS PROVIDED BY ASURION, VERIZON WIRELESS’ THIRD-PARTY SERVICE PROVIDER, ON VERIZON WIRELESS’ BEHALF, AND THAT THE FOLLOWING TERMS APPLY. THE EULA IS A LEGAL CONTRACT BETWEEN YOU AND VERIZON WIRELESS THAT GOVERNS YOUR USE OF THE APPLICATION. THE EULA LIMITS THE LIABILITY OF VERIZON WIRELESS AND ASURION TO YOU AND REQUIRES YOU TO RESOLVE ANY DISPUTES WITH VERIZON WIRELESS OR ASURION THROUGH BINDING AND INDIVIDUAL ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THE EULA, INCLUDING THE COLLECTION OF CERTAIN CATEGORIES OF DATA DISCUSSED IN THE EULA BELOW, DO NOT DOWNLOAD, CLICK-TO-ACCEPT, AND/OR USE THE APPLICATION. YOU WILL BEGIN TO INCUR DATA USAGE CHARGES ONCE YOUR SETUP OF THE APPLICATION IS COMPLETE.

1. DEFINITIONS. In the EULA: (a) the words “Asurion” or “Service Provider” and “Our” and “Us” mean Asurion Mobile Applications, LLC and its parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; (b) the word “Application” means the TechTeam Desktop and Mobile Applications and the software provided in connection with the Application; and (c) the words “You” and “Your” mean an individual who downloads or uses the Application and any person or entity represented by that individual.

2. LICENSE. Subject to the terms and conditions of the EULA, Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Application solely as permitted by its functions. Asurion grants You no other rights, beyond what is expressly granted to You in the EULA, and Asurion hereby reserves any and all other rights.

3. FUNCTIONS. The Application includes several functions, and Your ability to access those functions depends upon Your mobile device and Your agreement with Asurion and/or Your mobile carrier. Asurion does not warrant that the Application will be compatible with or operable on Your mobile device or that any particular Application function will be available to You. You acknowledge and agree that not all of the Application functions may be available to You at all times or at any time. Your mobile device must be powered on and within Your mobile coverage area for the Application to operate. Asurion reserves the right to change, suspend or discontinue the Application and/or any of its functions at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to the Application. Asurion will not assume any liability if You do not have the most current version of the Application on Your mobile device.

4. TECH SUPPORT SERVICES. Your and/or Your company or employer's agreement with Verizon Wireless may provide You with access to Verizon TechTeam tech support services ("Tech Support"). A current version of the TOS for Tech Support are available here <https://www.asurion.com/pdf/VerizonTechTeam/>. Please read the TOS for Tech Support carefully and completely. They are incorporated by reference into this EULA, and by using the Application, You agree to the TOS for Tech Support, including provisions for MANDATORY ARBITRATION, CLASS ACTION WAIVER, and LIMITATION OF LIABILITY.

5. DATA-USAGE CHARGES. You acknowledge and agree that You may incur data usage or other fees or charges if You download and use the Application. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Application.

6. PASSWORD & ACCOUNT INFORMATION. You may be asked to provide an email address and create a password in order to access certain features and functions. If required, You agree that You will provide Asurion with complete and accurate information when creating Your account and using the Application. You are solely responsible for any activity that occurs on or in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Application on Your mobile device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

7. COMMUNICATIONS. You agree to receive certain communications related to the Application in either SMS or electronic form, as well as within the Application. You can opt out of receiving those communications, and You agree that You are solely responsible for any charges or fees associated with those communications.

8. USE AND RESTRICTIONS ON USE. The Application is developed and provided by Asurion. The Application is intended for Your use only. You may download and use the Application only if You can form a binding contract with Asurion and You are not a person who is barred from downloading or using the Application by laws of the United States or any other applicable jurisdiction. The Application is operated from facilities in the United States, and Asurion makes no representation that the Application is appropriate or available for use in other locations. You shall not use the Application in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of Verizon, its Service Provider or any third-party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Application to any third-party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Application.

9. MISUSE. You shall not misuse the Application, including, without limitation, using the Application in any manner that: (a) interferes with or interrupts the Application or any hardware, software, system or network connected with the Application; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion functions on a

device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Application or any other computer software or hardware.

10. PRIVACY & SECURITY. Verizon Wireless' privacy policy is available at www.verizon.com/about/privacy/full-privacy-policy ("Privacy Policy") and explains the policies of Verizon Wireless with respect to the collection, use and disclosure of information related to or derived from Your use of the Application. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this EULA, and by using the Application, You consent to the collection, use and disclosure of Your information as set forth in the Privacy Policy.

11. DATA COLLECTION AND USE. The Application and Your use of the Application and its functions may collect and convey certain data and information about Your mobile device, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your operating system and installed apps. Such data may be used to provide You with insights to help You improve the performance of Your device. Such data may be conveyed to an Asurion representative during Your contact with such representative through the Application, including during any remote access of Your mobile device by such representative, which function will only be utilized with Your knowledge and authorization. All such data collection and use by Asurion and/or Verizon Wireless is subject to the Privacy Policy.

12. DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION. VERIZON WIRELESS AND ASURION HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, NEITHER VERIZON WIRELESS NOR ASURION MAKES ANY WARRANTY THAT (A) THE APPLICATION WILL MEET YOUR REQUIREMENTS; (B) THE APPLICATION WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES (INCLUDING ONSITE SUPPORT SERVICES, IF APPLICABLE) , INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VERIZON WIRELESS OR ASURION OR THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT VERIZON WIRELESS AND ASURION HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT VERIZON WIRELESS AND ASURION MIGHT NOT BE ABLE TO OFFER THE APPLICATION AT ALL, IN THE ABSENCE OF THE FOREGOING

DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. VERIZON WIRELESS AND ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

13. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL VERIZON WIRELESS OR ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VERIZON WIRELESS OR ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACK UP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE APPLICATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VERIZON WIRELESS AND ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE APPLICATION, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$50.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. ARBITRATION AGREEMENT. HOW DO I RESOLVE DISPUTES ABOUT THE APPLICATION?

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.

YOU, VERIZON WIRELESS, AND ASURION, ITS SERVICE PROVIDER, AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES 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. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

A. THE FEDERAL ARBITRATION ACT APPLIES TO THIS EULA. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS EULA, THE TECH TEAM APPLICATION, OR FROM ANY SERVICES OR THE ONSITE SUPPORT SERVICES THAT YOU RECEIVE FROM US OR ITS SERVICE PROVIDER, IF APPLICABLE (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES, AGENTS, OR THIRD PARTY SERVICE PROVIDERS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). 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 SERVICE FROM US.

B. UNLESS YOU, VERIZON WIRELESS, ASURION, ITS SERVICE PROVIDER, AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

C. THIS EULA DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, 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 OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS EULA. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

D. IF ANY OF US INTENDS TO SEEK ARBITRATION UNDER THIS EULA, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON WIRELESS SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC54S092C, BASKING RIDGE, NJ 07920, WITH A COPY SENT TO ITS SERVICE PROVIDER, ASURION, AT: P.O. BOX 110656, NASHVILLE, TN 37222, ATTN: LEGAL DEPARTMENT. ASURION. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, ANY PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. VERIZON OR ASURION WILL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE VERIZON WIRELESS OR ASURION WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WIRELESS OR ASURION WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, VERIZON WIRELESS OR ASURION WILL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER.

E. VERIZON WIRELESS ALSO OFFER 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 THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT **VERIZONWIRELESS.COM** OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO **VERIZONWIRELESS.COM** OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

F. VERIZON WIRELESS OR ASURION MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN VERIZON'S OR ASURION'S OFFER BUT LESS THAN \$5,000, OR IF VERIZON WIRELESS OR ASURION DOESN'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN VERIZON WIRELESS OR ASURION AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE VERIZON WIRELESS OR ASURION 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 \$5,000, THEN VERIZON WIRELESS OR ASURION WILL PAY YOU ONLY THAT AMOUNT.

G. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

H. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.

I. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, VERIZON WIRELESS, AND ASURION, AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU, VERIZON, AND ASURION UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS EULA IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

15. CLAIM LIMITATION. Unless otherwise allowed by applicable law, any claim related to the Application shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that one (1) year period results in the claim being forever waived and barred.

16. THIRD-PARTY CONTENT. The Application may expose You to content, websites, products and services created or provided by parties other than Verizon Wireless or Asurion ("Third-party Content"). Neither Asurion nor Verizon Wireless reviews, endorses or assumes any responsibility for Third-party Content and shall have no liability to You for access to or use of

Third-party Content. You access or use Third-party Content at Your own risk and discretion, and You understand that this EULA and Privacy Policy do not apply to that Third-party Content.

17. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Application are the exclusive property of Asurion, and all such rights not expressly granted to You in the EULA are hereby reserved and retained by Asurion. If You submit comments or ideas about the Application, including ways to improve the Application or other products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.

18. OPEN SOURCE AND THIRD-PARTY SOFTWARE. The Application may include open source or third-party software, and Your use of the Application is subject to any licenses or agreements governing that software.

19. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless Verizon Wireless and Asurion (it’s Service Provider) from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Application; (b) Your alleged or actual breach of this EULA; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third-parties. Verizon Wireless and Asurion reserve the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

20. ASSIGNMENT. This EULA and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Verizon Wireless or Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

21. SEVERABILITY. If any term of this EULA is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this EULA.

22. COMPLIANCE WITH U.S. EXPORT LAWS. By downloading the Application, You acknowledge that the Application is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Application.

23. WAIVER. Any failure to enforce a right or term of this EULA shall not be deemed a waiver of that right or term.

24. ENTIRE AGREEMENT. This EULA and the documents incorporated by reference constitute the entire agreement between You, Verizon Wireless and Asurion with respect to the Application and supersede any prior or contemporaneous agreements.

25. GOVERNING LAW. This EULA and Your relationship with Verizon Wireless and Asurion shall be governed by and construed in accordance with the laws of the State of your billing address for Verizon Wireless services, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

The following additional terms and conditions apply to You if You downloaded the Application from the Apple App Store (“iTunes-Sourced Software”). You acknowledge and agree that the EULA is between You and Verizon Wireless and Asurion only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable to Verizon and Asurion. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the EULA and any law applicable to Verizon Wireless and Asurion. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or Your possession or use of that iTunes-Sourced Software infringes intellectual property rights, Verizon Wireless or Asurion, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by the EULA. You and Verizon Wireless and Asurion acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of the EULA as relates to Your license of the iTunes-Sourced Software and that upon Your acceptance of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA as relates to Your license of the iTunes-Sourced Software against You as a third-party beneficiary thereof.

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