

## TechTeam Terms of Service

Your access to and use of the Verizon TechTeam technical support services for businesses ("Services") is subject to these Terms of Service ("TOS") between You and Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"). The term "You" and any derivation thereof refers to the individual and/or company using the Services, as applicable. The Services are provided by Verizon Wireless, or Asurion Service Warranty, Inc., its authorized third-party service provider ("Asurion") or any other Verizon Wireless authorized third-party service provider (any such third party, in addition to Asurion, may be referred to as a "Service Provider"). Your use is also subject to the Verizon Wireless Customer Agreement (or any other agreement governing Your use of Verizon Wireless service "VZW Agreement") and related policies available at [www.verizonwireless.com](http://www.verizonwireless.com), such as our Acceptable Use Policy available at [www.verizon.com/about/terms-conditions/acceptable-use-policy](http://www.verizon.com/about/terms-conditions/acceptable-use-policy) and our Privacy Policy available at [www.verizon.com/about/privacy/privacy-policy-summary](http://www.verizon.com/about/privacy/privacy-policy-summary), all of which are incorporated by reference.

**THIS TOS LIMITS VERIZON WIRELESS AND ITS SERVICE PROVIDER'S LIABILITY TO YOU AND REQUIRES YOU TO RESOLVE DISPUTES WITH VERIZON WIRELESS THROUGH BINDING AND INDIVIDUAL ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS ACTIONS. PLEASE READ THIS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCEPT THEM OR USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.**

**Scope of Services.** The Services are available for devices, operating systems, and software applications associated with and authorized by the individual or entity enrolled in the Services program ("Device(s)"). When seeking Services, You represent that You are the owner or an authorized user of the Device included in the Services, as well as any software thereon, and Verizon Wireless reserves the right to refuse to provide Services to You, if Verizon Wireless determines that You are not the owner or authorized user.

Devices include, but are not limited to, the items identified in the table below, which may be updated from time to time, at Verizon's sole discretion.

<ul style="list-style-type: none"><li>• Printers</li><li>• Scanners</li><li>• Modems</li><li>• NIC Cards</li><li>• DVD Drives</li><li>• Video/Sound Cards</li><li>• USB Devices</li><li>• MP3 Players</li><li>• CD/DVD Writers</li><li>• Hard Drives</li><li>• Monitors</li><li>• Keyboards - Wired &amp; Wireless</li><li>• Third-party Modems</li><li>• Third-party Routers</li></ul>	<ul style="list-style-type: none"><li>• Laptops</li><li>• eReaders</li><li>• Printers</li><li>• Print Servers</li><li>• IPTV Connectivity</li><li>• Network and WiFi Setup</li><li>• Tablets</li><li>• Smartphones</li><li>• Digital Cameras</li><li>• Digital Camcorders</li><li>• Gaming Consoles</li><li>• Consumer Grade Smart Devices (e.g. lighting, door locks, wearables)</li></ul>
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The scope of Onsite Support Services (defined below) may not include all items listed above and is subject to the separate terms and conditions between the onsite technician and You. Device(s) does not include any (a) enterprise grade equipment and routers, (b) enterprise grade servers, (c) specialized business hardware (e.g. X-ray machines or medical equipment) or facilities equipment, (d) any specialized technologies,

specialized equipment, or software specific to Your industry; (e) assistance with network coverage issues; (f) over-the-air updates to operating systems, firmware, or other software; (g) diagnostic support not related to Your Devices; (h) help desk and troubleshooting services for Verizon Wireless's network services and billing inquiries; (i) modification of OEM software; (j) installation of or assistance with third-party software or OEM drivers not supported by or related to the Devices; (k) Device repair; (l) initial installation of software applications; (m) data migration from Devices to third parties; (n) behind firewall virus support or removal and any customized security; (o) some customized business; or (p) onsite email servers or customizations. Additionally, support for software or software versions that are no longer supported by the Original Equipment Manufacturer ("OEM") will be limited.

To use the Services, You must have an active Verizon Wireless account, and You must provide Verizon Wireless, or the Service Provider(s), with the necessary information, which may include Your name or Your mobile Device number, when seeking Services, including those Services available through the Application (defined below). Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software.

**Availability of Support Services (Remote and Onsite).** The Services are developed and provided by Verizon Wireless or the Service Provider(s), who will use commercially reasonable efforts to be available twenty-four (24) hours a day, seven (7) days a week. Verizon Wireless or the Service Provider(s) make no guarantees regarding the availability of Services. The Services are available only for Your Devices. To use the Services, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Services by contacting Verizon Wireless or via the Application's (defined below) "Click-to-Call" and "Click-to-Chat" features, if available. Availability of Onsite Support Services (defined below) is subject to the separate terms and conditions between the onsite technician and You rather than the timelines set forth in this section.

**TechTeam Applications.** The Services also include access to the TechTeam Desktop and Mobile Applications ("App") that are provided to You directly by Asurion. The App provides several functions, including but not limited to access to the Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may provide other services including, but not limited to, backup of photos and videos; and password management and other device and identity security features. The App is subject to an end-user license agreement, which is independent of this TOS, that governs Your use of the App. You should review the end-user license agreement prior to use of the App.

**Backup of Software and Data.** You are responsible for backing up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto. Neither Verizon Wireless nor its Service Provider shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. Verizon Wireless may decline to provide the Services if it determines that You have not taken appropriate backup measures.

**Commercially Reasonable Efforts.** Verizon Wireless will use commercially reasonable efforts to provide the Services. This means that if Verizon Wireless or the Service Provider(s) are unable to resolve Your issue after making commercially reasonable efforts, Verizon Wireless or the Service Provider(s) have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, Verizon Wireless may have limited information from vendors, manufacturers and developers, and Verizon Wireless may not have the ability to obtain the proprietary or other information required to resolve Your issue. Some technical problems that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case Verizon Wireless or the Service

Provider(s) may not be able to resolve Your issue. In those circumstances, You still are liable for any fees or charges associated with the Services.

**Warranties.** VERIZON WIRELESS AND THE SERVICE PROVIDER(S): MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SERVICES PROVIDED TO YOU; SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE; AND HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE SERVICE TO PERFORM WILL BE YOUR SOLE RESPONSIBILITY.

**Access to Information; Remote Applications; Onsite Support Services.** In certain instances, the Services may recommend the Service Provider's technicians to remotely access Your Device and any content stored thereon for the purpose of troubleshooting or otherwise providing the Services ("Remote Session"). To enable the Remote Session, You may be required to run certain software applications on the Device being accessed ("Software"). You consent to such access by the Service Provider's technicians and the downloading of the Software. You authorize the Service Provider's technicians to effect changes to Your Devices, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and this TOS, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services.

You have the option to pay for Onsite Support Services through an onsite technician affiliated with an independent third party servicer (the "Onsite Technician"), referred or deployed by Verizon Wireless or the Service Provider(s), to support install, set up and configure Your Devices onsite at Your business location ("Onsite Support Services"). You and the Onsite Technician shall mutually agree on the timeline for Onsite Support Services and You shall pay the Onsite Technician directly. Onsite Support Services are subject to specific terms and conditions (which are separate and independent of this TOS, which governs Your use of the Services) between the Onsite Technician and You and You should review them prior to use of Onsite Support Services. Verizon and the Service Provider(s) are not responsible in any respect for the Onsite Support Services, including performance by the Onsite Technician, payment or fees owed in connection therewith, or the billing with respect to these Onsite Support Services. During any Remote Session or any Onsite Support Services, You are responsible for ensuring that any records containing confidential information, personally identifiable, sensitive information, financial or health related data are not visible to the Service Provider's technician or Onsite Technician, as applicable.

**Representations and Authorizations.** When seeking Services, You represent that You are the owner or an authorized user of the Device included in the Services, as well as any software thereon, and Verizon Wireless reserves the right to refuse to provide Services to You, if Verizon Wireless determines that You are not the owner or authorized user.

**Passwords.** If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

**Claim and Liability Limitation.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred. NEITHER VERIZON WIRELESS, NOR ANY OF ITS AFFILIATED COMPANIES OR THE SERVICE PROVIDERS WILL BE LIABLE FOR

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THIS TOS OR OUT OF YOUR USE OF THE SERVICE (INCLUDING ONSITE SERVICE SUPPORT, IF APPLICABLE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, OR LOSS OF DATA ARISING IN CONNECTION WITH THE SERVICE, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF YOU KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**Title.** All rights, title, and interest in equipment, software, facilities and documentation used by Verizon Wireless, or the Service Provider(s), to provide the Services will remain vested in Verizon Wireless or the Service Providers. Verizon Wireless or the Service Provider shall own and shall be free to use, without acknowledgment or compensation to You, any ideas, concepts, know-how or techniques contained in any suggestion or feedback You provide for any purpose whatsoever, including, but not limited to, incorporating Your feedback in developing, improving, and marketing the Service or other products. You receive no ownership, license, or other interest in any intellectual property created or delivered by Verizon Wireless or the Service Provider, whether in connection with its provision of the Service or otherwise.

**Compliance with Law.** You agree to use the Service for business services only. You also agree to use the Service only for lawful purposes and in compliance with all applicable laws, rules and regulations and not to use the Services in any manner that may impose legal, regulatory or contractual obligations on Verizon Wireless or the Service Provider other than those with which Verizon Wireless has expressly agreed to comply in this TOS or the VZW Agreement. You agree not to cause, or otherwise request that Verizon Wireless and/or its Service Provider(s) create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) for You or on Your behalf in connection with the Services or in any manner that would make Verizon Wireless a business associate (as defined at 45 C.F.R. § 160.103) to You. You shall assume and be solely responsible for any reporting requirements under law or contract arising from Your breach of this TOS.

**Right to Terminate.** Verizon Wireless reserves the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. Verizon Wireless also reserves the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that Verizon Wireless may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact Us by calling (800) 922-0204.

**Other Terms.** Verizon Wireless may assign this TOS or any of its rights hereunder to an affiliate or the Service Provider. You may not assign this TOS without the prior written consent of Verizon Wireless. This TOS shall be governed by the laws of the State of New York without regard to its choice of law principles. This TOS supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. If any term of this TOS 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 TOS. Any failure to enforce a right or term of this TOS shall not be deemed a waiver of that right or term.