

TERMS AND CONDITIONS

These Terms and Conditions (“**Agreement**”) govern Customer’s use and/or purchase of Equipment and Services and licenses to Software from Verizon Digital Media Services Inc. and/or its Affiliate(s) (collectively, “**Verizon**”). In instances where Customer purchases through a reseller, final prices and terms and conditions of sale will be as agreed between Customer and the third party from which Customer makes such purchases; however, the terms set forth herein are applicable to Customer’s use of Equipment, Software and Systems and the performance of Services.

1. Definitions.

- a. “**Affiliate**” means an entity directly or indirectly Controlled by, Controlling or under common Control with a party, now or in the future.
- b. “**Confidential Information**” means information (i) designated as confidential by the disclosing party by conspicuous markings or by announcement at the time of initial disclosure or (ii) that should reasonably have been understood as being confidential to the disclosing party either because of the circumstances of disclosure or the nature of the information itself and that relates to disclosing party’s products, services, pricing, developments, trade secrets, know-how or personnel.
- c. “**Control**” means an entity owns more than 50% of the equity or other voting interests, or otherwise has management and operational control over another entity.
- d. “**Customer**” means any entity, company, or person purchasing any System, Equipment, Software or Services from Verizon or, as applicable, an authorized reseller of Verizon.
- e. “**Documentation**” means the then-current, generally available, written user manuals and online help and guides for any System, Equipment, Software or Services provided by Verizon.
- f. “**Equipment**” means any hardware provided by Verizon to Customer.
- g. “**System**” means the Equipment together with Software incorporated within the Equipment.
- h. “**Services**” means services provided by Verizon or its designee to Customer and may consist of (i) services for the support and repair (“**Technical Support Services**”) of certain hardware and software components of the Systems or (ii) consulting, training, installation, implementation, or other services that are not Technical Support Services (“**Professional Services**”).
- i. “**Ship Date**” means the date the applicable System or Equipment is shipped to Customer.
- j. “**Software**” means any proprietary software provided by Verizon to Customer.
- k. “**Statement of Work**” or “**SOW**” means a document agreed between Customer and Verizon containing specifications and other transaction-specific details of the Professional Services to be provided by Verizon.

2. Purchasing and Payment.

- a. Orders and SOWs. To place an order with Verizon, Customer must submit an order form signed by an authorized representative of Customer (the “**Order**”). Each Order becomes binding on both parties when it is signed by Customer and Verizon. For Professional Services, Customer may also be required to submit a mutually agreed upon SOW setting forth the scope and any applicable terms of the Professional Services. Each such SOW will be an Exhibit to an applicable Order, which sets forth the fees and any other applicable terms for such Professional Services. Each Order or SOW, upon execution by the parties, shall be incorporated by reference into this Agreement. In the event of any conflict between the

terms and conditions of this Agreement, the order of precedence shall be as follows (i) the SOW; (ii) the Order; and (iii) this Agreement.

- b. **Invoices and Payment.** Verizon shall invoice Customer pursuant to the terms in the Order, and in the absence of any invoice terms in the Order, upon execution of the applicable Order by the parties. Payment is due in full, without set-off, withholding or deduction, within 30 days of the invoice date. If an invoice is unpaid within 30 days of the invoice date (i.e., the invoice becomes delinquent), Verizon may (i) apply a late charge on the unpaid amount equal to the lesser of 1.5% interest per month or the maximum rate allowed by law, (ii) withhold shipment (including partial shipments) of any Order, (iii) require Customer to prepay for further shipments, (iv) withhold license to Software, (v) withhold provision of Services, and/or (v) pursue any other remedy available under this Agreement, at law or in equity. Unless otherwise agreed upon in writing by the parties (email acceptable), all invoices may be provided to Customer electronically. Customer shall remit payment to Verizon offices at the address set forth in the applicable invoice, unless Verizon provides otherwise. All charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing. Customer is responsible for and must pay any value added (VAT), sales, use, excise, withholding, personal property and other taxes, duties and surcharges resulting from an Order or SOW.
 - c. **Cancellation.** Customer may cancel an Order upon notice to Verizon within 48 hours of the date of execution of such Order by Customer. Following the 48-hour notice period but prior to shipping, Customer may cancel an Order upon notice to Verizon subject to payment of a termination charge of 50% of the total charges of such Order. An Order may not be cancelled after any System or Equipment has been shipped and/or any Software has been made available to Customer by Verizon. All fees paid in connection with Services are non-refundable.
3. **Delivery/Title.** For domestic shipments of Equipment (i.e., shipments within the U.S.), such Equipment shall be delivered FOB from Verizon's designated shipping point, freight collect or, in cases in which the Order does not specify the shipping account/instructions, FOB from Verizon's designated shipping point, freight prepaid and charged. For international shipments of Equipment (i.e., any shipment to a non-U.S. location), Verizon will deliver the Equipment to the Customer from United States. Equipment shall be delivered EXW (i.e., ex works) from Verizon's designated shipping point in the United States in accordance with the International Chamber of Commerce Incoterms 2010. Title and risk of loss for Equipment shall transfer to Customer at the designated point of shipment. Where permitted by law, Verizon retains a security interest in Equipment until full payment is received. Customer shall be responsible for any and all costs and expenses related to shipment of Equipment, regardless of shipping method or destination.
4. **Software License Terms.**
- a. **Grant of Right.** Verizon grants Customer and Customer accepts the limited, non-exclusive, non-transferable, revocable right to use for internal purposes only (and not for further commercialization) the Software solely for the permitted number of authorized users set forth in the Order and (i) only within the original Equipment in which the Software has been provided; or (ii) if Customer is only licensing Software, only within the permissible and/or required equipment either set forth in the Documentation or in a writing provided by Verizon that may be updated from time to time. Customer may only use the programs contained in the Software for which Customer has paid a license fee (or in the case of an evaluation copy, those programs Customer is authorized to evaluate). The Software may contain code that enforces simultaneous use restrictions and/or disables any or all of its features. Customer may not modify the Software or disable any licensing or control features of the Software. Any unauthorized modification or disabling of the Software by Customer shall void the warranty set forth in this Agreement and shall result in the immediate termination of the license(s) set forth in this Agreement. Customer grants to Verizon or its independent auditors the right to examine its books, records and accounts during Customer's normal business hours to verify compliance with the above provisions. In the event such audit discloses that the permitted number of authorized users is exceeded, Customer shall promptly pay to Verizon the appropriate license fee for the additional users. At Verizon's option, Verizon may terminate this license for failure to pay the required license fee.

- b. Observer Media Player Grant of Rights. Subject to the grant of rights set forth in Section 4(a), in the event Customer requires Verizon's Observer Media Player to use in connection with the Software, Verizon grants to Customer and Customer accepts the limited, non-exclusive, non-transferable, revocable right to install, access and use the Observer Media Player on the Equipment or other hardware in accordance with the terms of this Agreement or an applicable Order.
 - c. License Restrictions. CUSTOMER SHALL NOT AND SHALL NOT PERMIT ANY THIRD PARTY TO: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DERIVE SOURCE CODE OR OTHER TRADE SECRETS FROM ALL OR ANY PORTION OF THE SOFTWARE; SUBLICENSE, ASSIGN, TRANSFER, RENT, LEASE, DISTRIBUTE, SELL, OR GRANT A SECURITY INTEREST IN THE SOFTWARE; MAKE AVAILABLE SOFTWARE OR DOCUMENTATION IN ANY FORM TO ANYONE OTHER THAN AUTHORIZED USERS; CREATE DERIVATIVE WORKS OF THE SOFTWARE OR DOCUMENTATION; OR REMOVE ANY COPYRIGHT OR OTHER PROPRIETARY OR RESTRICTED RIGHTS NOTICES OR LABELS ON THE SOFTWARE, DOCUMENTATION OR ANY AUTHORIZED COPIES.
 - d. Ownership. The license granted under this Agreement to Customer confers no title or ownership in the Software. The Software and Documentation are owned and copyrighted by Verizon or its third party suppliers or licensors of software. All rights not expressly granted to Customer under this Agreement are reserved.
 - e. Usage Data. Customer acknowledges and agrees that Verizon may collect, receive and/or compile certain user usage information through the interaction of the user with the System, Equipment, Software or Services (hereinafter referred to as "**Usage Data**"). Notwithstanding that some Usage Data may also include certain data that may identify an individual user of any System, Equipment, Software or Services, Customer irrevocably consents to Verizon's collection of Usage Data and Verizon's use and/or disclosure of Usage Data: (i) for Verizon's reporting purposes as may be provided, in aggregate and/or anonymized form only, to customers, potential customers and/or disclosed to the general public; or (ii) if required by any court order or process, law, or governmental agency. In addition to the foregoing, Verizon may use Usage Data for Verizon's business purposes, including without limitation, to provide and improve the System, Equipment, Software or Services or for product development. Customer further represents and warrants that it has obtained and maintains all legally required consents and permissions for the collection, use, processing and transfer by Verizon of any Usage Data.
 - f. Third Party Software. To the extent that the System, Equipment or Software enables Customer to access third party software, content or services not supplied by Verizon, Customer acknowledges and agrees that Customer's use of such software, content or services shall be at Customer's own discretion and risk and governed by such third party's terms of license or use. Customer shall be solely responsible for any damage or loss resulting from such activities. In no event will Verizon be liable to Customer or any third party for any damage or liability arising out of or in connection with Customer's use of any third party software, content or services. No rights to any third party software, content or services shall be granted under this Agreement and the warranty does not apply to any use of the Software with such third party software, content or services.
 - g. Termination of License. The license granted in this Section 4 is effective from the Ship Date or, if Customer is only licensing Software, the date that the Software is made available to Customer by Verizon. Verizon may terminate this license immediately to Customer, if: (a) Customer fails to comply with this Agreement; (b) there has been an unauthorized modification of any System, Equipment or Software; (c) a limited-term license of the Software has expired; or (d) a court or other governing body finds, or Verizon reasonably determines, that the Software violates any law, regulation, securities exchange requirement, order or the like.
5. Services. Verizon's ability to perform any Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information provided by Customer. Customer shall provide Verizon with information and authorization necessary to access the Systems, Equipment or Software in

order to perform any Services, including remote Technical Support Services; and if applicable, adequate working space and facilities within a reasonable distance of the Systems, Equipment or Software. Verizon shall have no responsibility for performing Services to the extent Customer fails to provide such access, information or authorization, resulting in Verizon's inability to provide Services.

- a. If Technical Support Services are included on the Order, Verizon shall provide such Services in accordance with the Support Plan ("**Support Plan**"). Only the Software and any Equipment, identified by the unique serial number provided by Verizon, that are specified in the Customer's Order will be covered under the Support Plan for the Support Term (defined hereinafter). Notwithstanding anything to the contrary, Verizon shall have no obligation to support any Software that is not part of a System and has not been updated with the latest versions made available by Verizon for the applicable Equipment. The effective start date and end date of the Support Plan shall be specified on the applicable Order and will be the "**Support Term**" of the Support Plan. Technical Support Services shall not be available for any System or Equipment beyond five years of the Ship Date. Additional information regarding the Support Plan can be found at <https://vd.ms/2s5ellz>.
- b. If Verizon is providing installation or other Professional Services, such Professional Service shall be performed in accordance with the terms set forth in the applicable SOW. If Professional Services are being provided at Customer's facilities, Customer shall have a representative present while Services are being provided and shall notify Verizon if the System or Equipment is in an environment that poses a potential health or safety hazard to Verizon employees or subcontractors. Verizon may postpone Services until any hazardous condition has been remedied.

6. Warranty.

- a. Limited Warranty. Verizon warrants that under normal intended use, for a period of ninety (90) days from the Ship Date, the System, Equipment and Software will substantially conform to the Documentation and the specifications set forth in the Order. Except for the foregoing, the System Equipment and Software are provided AS IS. This limited warranty extends only to Customer as the original licensee.
- b. Exclusions to Warranty. The limited warranty does not apply if any of the System, Equipment or Software, in whole or part: (i) has been altered, modified (including but not limited to any configuration to any part of the System), installed or repaired by anyone other than Verizon, its authorized representatives or those authorized by Verizon in writing or in a manner that is not permitted in the Documentation; (ii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (iii) is used in an environment, in a manner or for a purpose for which the System, Equipment or Software, in whole or part, was not designed; (iv) is combined with any software or hardware not provided by Verizon; (v) was made available for testing, evaluation or demonstration purposes, or is a beta product, a temporary product modules or a product for which Verizon does not receive a fee; or (vi) is being used for unlawful purposes.
- c. Remedies. If the System, Equipment or Software does not substantially conform to the Documentation or the specifications set forth in the Order, Customer's exclusive remedy and the entire liability of Verizon, its suppliers and licensors under this limited warranty will be, at Verizon's sole option, the repair or replacement of the System, Equipment or Software or components thereof, as applicable, if reported (or, upon request by Verizon, returned) to the party supplying the System, Equipment or Software to Customer with proof of purchase during the warranty period. Replacement products may be new or reconditioned. If repair or replacement of the System, Equipment or Software is not commercially reasonable, Verizon may, in its sole discretion, terminate the Agreement, without liability to Customer for such termination.

7. Representations and Warranties. Customer represents and warrants that: (a) it possesses the full right, power and authority to enter into and fully perform the Agreement and grant the rights granted herein; (b) it has obtained and shall comply with, and make any necessary payments due in connection with, all required authorizations, approvals, licenses or permits from all third parties, government authorities or otherwise in order

for it to enter into and perform its obligations herein; (c) it is not bound by any contractual or other legal obligation that would prevent it from purchasing or using any System, Equipment or Software, or entering into or performing its obligations herein; (d) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; and (e) it shall comply with all applicable laws, rules and regulations in its performance hereunder.

8. **Disclaimer.** SUBJECT TO SECTION 6 ABOVE, VERIZON AND ITS APPLICABLE AFFILIATES, LICENSORS AND SUPPLIERS PROVIDE SYSTEMS, EQUIPMENT, SOFTWARE, SERVICES AND DOCUMENTATION "AS IS" AND DISCLAIM ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, DEALING, OR USAGE OF TRADE, OR THAT THE EQUIPMENT, SOFTWARE, SYSTEMS, SERVICES OR DOCUMENTATION SHALL BE ERROR-FREE, OPERABLE WITHOUT PROBLEMS OR INTERRUPTIONS, COMPLETELY SECURE, MEET ANY CUSTOMER REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES. VERIZON SHALL NOT BE RESPONSIBLE FOR SOFTWARE, FIRMWARE, INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY EQUIPMENT OR SYSTEMS RETURNED TO VERIZON (FOR REPAIR OR OTHERWISE), WHETHER UNDER WARRANTY OR NOT, OR OTHERWISE PROVIDED TO VERIZON. ADDITIONALLY, OTHER THAN AS SET FORTH IN THE DOCUMENTATION, VERIZON DOES NOT WARRANT COMPATIBILITY BETWEEN THE EQUIPMENT AND/OR SOFTWARE AND ANY FUTURE VERSIONS OF EITHER. IT IS CUSTOMER'S OBLIGATION TO TAKE ALL REASONABLE SECURITY MEASURES TO PROTECT ANY EQUIPMENT, SOFTWARE, AND/OR SYSTEMS OWNED OR LICENSED BY CUSTOMER.
9. **High Risk Activities.** The System, Equipment, Software and Services are not fault-tolerant and are not designed, manufactured or intended for use in environments in which their failure could lead to death, personal injury, or severe physical or environmental damage, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems ("**High Risk Activities**"). ACCORDINGLY, VERIZON AND ITS SUPPLIERS, LICENSORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. CUSTOMER AGREES THAT VERIZON WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM THE USE OF ANY SYSTEM, EQUIPMENT, SOFTWARE OR SERVICES IN SUCH HIGH RISK ACTIVITIES.
10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND UNDER NO LEGAL THEORY, (TORT, CONTRACT, OR OTHERWISE), NEITHER VERIZON, NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST REVENUE, PROFIT, OR DATA, BUSINESS INTERRUPTION OR FOR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM, EQUIPMENT, OR SOFTWARE, EVEN IF VERIZON, ITS AFFILIATES, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. CUSTOMER SHALL BE SOLELY RESPONSIBLE TO BACK-UP ALL DATA. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, VERIZON, ITS AFFILIATES, LICENSORS OR SUPPLIERS IS FOUND LIABLE TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), LIABILITY OF VERIZON, ITS AFFILIATES, LICENSORS OR SUPPLIERS WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE SYSTEMS, EQUIPMENT OR SOFTWARE THAT ARE THE SUBJECT OF THE COMPLAINT AND/OR, TO THE EXTENT SERVICES ARE THE SUBJECT OF THE COMPLAINT, THE AMOUNT PAID FOR SUCH SERVICES DURING THE 12-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.
11. **Indemnity.** Customer shall defend, indemnify and hold harmless Verizon, its officers, directors, employees, Affiliates, licensors, suppliers, agents and permitted successors and assigns through final judgment or

settlement, against any actions, suits, proceedings, judgments, settlements, losses, damages and costs (including reasonable legal fees) arising from Customer's use of any System, Equipment, Software or Services.

12. **Confidentiality.** A party shall be obligated to keep Confidential Information of the other party confidential from the date of disclosure of Confidential Information and for three years thereafter. Each party shall use the other party's Confidential Information solely in connection with the purchase of any System, Equipment, or Software and the provision of Services and shall protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Confidential Information of one party may not be disclosed except by receiving party to receiving party's employees, consultants, Affiliates and contractors who have a need to know the Confidential Information for purposes of performing the Agreement and who are bound by similarly-stringent confidentiality terms. "**Confidential Information**" means information (a) designated as confidential by the disclosing party by conspicuous markings or by announcement at the time of initial disclosure or (b) that should reasonably have been understood as being confidential to the disclosing party either because of the circumstances of disclosure or the nature of the information itself and that relates to disclosing party's products, services, pricing, developments, trade secrets, know-how or personnel. Confidential Information does not include information that: (A) is in the possession of receiving party free of any obligation of confidentiality at the time of disclosure; (B) is or becomes publicly known other than by a breach of this Agreement; (C) is received without restriction from a third party free to disclose it; or (D) is developed independently by receiving party without reference to or use of the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by receiving party as required or authorized by applicable law, rule, regulation or lawful process, provided that receiving party, to the extent permitted by applicable law, rule, regulation, or lawful process, first notifies disclosing party in order to permit disclosing party to seek reasonable protective arrangements. If receiving party violates or threatens to violate its confidentiality obligations under this Agreement, disclosing party will be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.
13. **Publicity.** Customer shall not use the name, logo, trademarks, service marks, trade names, trade dress or other proprietary identifying symbols of Verizon, its licensors or suppliers, nor otherwise identify or refer to Verizon, its licensors or suppliers or issue press releases or other public communications regarding any of their services without express prior consent. Customer grants Verizon permission to use Customer's logo and/or name on the Verizon website and in Verizon sales presentations not targeted to the general public or media.
14. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations herein due to a cause beyond such party's reasonable control (each, a "**Force Majeure Event**"). Customer's obligation to pay for Services shall not be excused by the Force Majeure Event, but may be suspended for as long as the Force Majeure Event continues; provided that Customer provides prompt notice to Verizon of the Force Majeure Event. Verizon may limit the Services due to a Force Majeure Event.
15. **Assignment.** Neither party may assign the Agreement, in whole or in part, without the other party's express prior consent except that Verizon may assign (a) to an Affiliate or (b) in connection with a Change of Control. "**Change of Control**" means one or more transactions whereby (i) Control of Verizon is transferred, whether by operation of law or otherwise, (ii) all or substantially all of Verizon's assets or equity securities are acquired or (iii) Verizon is merged or consolidated with or into another entity; provided, that, in any case, Verizon's equity owners of record immediately before such transaction(s) shall, immediately after such transaction(s), hold less than 50% of the voting power of the succeeding, acquiring or surviving entity.
16. **Export Controls.** Customer shall, at its own expense, pay all import and export licenses and permits, customs charges and duty fees, if any, and shall take all other actions, if any, required to accomplish the export and import of any System, Equipment, Software and/or Services purchased by Customer. Customer shall not export, re-export, transfer or otherwise transmit any part or portion of any System, Equipment, Software and/or Services into any country or to use the System, Equipment, Software and/or Services in any manner prohibited by the United States Export Administration Act or any other export or import laws applicable to Customer in the jurisdiction where Customer is located. Customer agrees to comply strictly with all applicable regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import any System, Equipment, Software and/or Services.

17. General. This Agreement shall be governed by the laws of New York, without regard to its conflict of law principles, and expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that any action, suit or other proceeding arising from this Agreement shall be brought and maintained only in a Federal or State court located in New York City, New York; and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. All notices required under this Agreement shall be in writing, in English and shall be deemed given (a) if personally delivered, upon delivery, (b) if delivered by overnight courier or private mail service, upon receipt, (c) if delivered by certified mail return receipt requested, five days from deposit in the mail or (d) if delivered by e-mail, upon confirmation of delivery. If to Verizon: Verizon Digital Media Services, 13031 West Jefferson Boulevard, Building 900, Los Angeles, California 90094, Attention: Verizon Digital Media Services Legal Department; e-mail: legaldmsadmin@verizondigitalmedia.com. If to Customer: at the e-mail address or other contact information on file. Either party may change its contact information upon notice to the other party. No failure or delay by a party to exercise or enforce any right herein shall operate as a waiver of any such right. If any provision of this Agreement is held to be unenforceable or contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law. This Agreement constitutes the entire agreement between the parties with respect to the Systems, Equipment, Software and Services. The parties acknowledge and agree that any shrinkwrap, clickwrap, online terms of use or terms of service not provided by Verizon, purchase order terms or other form terms shall have no effect and the terms and conditions of this Agreement shall govern. Customer agrees that this Agreement supersedes all other prior or contemporaneous understandings or agreements between Verizon and Customer and exclusively governs Customer's use of any System, Equipment, Software or Services as of the date of a fully executed Order. There are no third-party beneficiaries to this Agreement. Verizon has the right to modify or amend this Agreement from time to time, effective upon making the modified provisions available on the Verizon website or other notice to Customer. Customer is responsible for regularly reviewing Verizon's terms and conditions and the continued use of the Systems, Equipment, or Software after any such modifications shall constitute Customer's consent to such changes. Customer shall give Verizon and/or its agents reasonable access, during work hours, to inspect and audit Customer's premises, systems, data, records, manuals, policies, processes, controls and other information relating to the Systems, Equipment, Software or Services and Customer's personnel in order to monitor and confirm Customer's compliance with any obligations under the Agreement. Customer agrees to reimburse Verizon for all costs, expenses and fees incurred by Verizon in connection with Customer's default or breach of this Agreement, including, but not limited to, credit card chargeback fees and attorneys' fees. Customer consents to allow Verizon, at Verizon's request, to modify any Systems, Equipment, Software or Services to improve operations, supportability, and reliability, or to meet legal requirements. Notwithstanding anything to the contrary herein, Verizon reserves the right in its sole discretion to modify and/or discontinue providing any Services at any time.

18. Customers in India. In the event Customer is a legal entity formed under the laws of India, the following terms shall apply.

- a. Contracting Entity. Notwithstanding the entity set forth in the preamble, the Verizon entity entering into this Agreement shall be Verizon Communications India Private Limited .
- b. Payment and Invoicing. Notwithstanding the terms set forth in Section 2(b) herein, the following terms shall apply: (i) all charges shall be invoiced and payable in Indian Rupees; (ii) withholding of taxes shall be dealt in accordance with the Indian income tax act; and (iii) if Customer provides Verizon with (a) a valid, duly executed tax exemption certificate (including for service tax) in accordance with applicable laws in India and (b) any necessary additional documentation, Verizon will exempt Customer effective on the date Verizon receives a valid exemption certificate. Tax exemption certificates may not be applied retroactively to previous transactions.
- c. The first two (2) sentences in Section 17 are deleted in their entirety and replaced with the following:
 - i. Governing Law. Agreement shall be governed by the law of India without regard to its conflicts of laws principles
 - ii. Dispute Resolution. The parties agree that any dispute under this Agreement shall be referred to arbitration in accordance with the following:
 1. Arbitration. Any Dispute referred to arbitration will be settled in accordance with the Rules of Arbitration of the Indian Council of Arbitration ("Council"), as amended from

- time to time (“Rules”). If there is any conflict between any of the Rules and any of the provisions of this Agreement, the provisions of this Section 18(c)(ii) will prevail.
2. **Arbitration Process.** The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Customer and Verizon each will nominate one arbitrator from the list of arbitrators maintained by the Council (the “List”) and the two arbitrators will appoint the third arbitrator, who will also be from the List. In the event the nominated arbitrators do not agree to the appointment of the third arbitrator within 15 days of the appointment, then either Customer or Verizon may approach the Registrar of the Council for appointment of the third arbitrator from the List. It is expected that the Registrar will nominate the third arbitrator within five business days from the date of such approach.
 3. **Rules and Procedures.** It will not be necessary for the arbitrators to observe or carry out either the strict rules of evidence or any other legal formalities or procedures. Instead, the arbitrator may adopt procedures which are suitable to the circumstances of the dispute, avoiding unnecessary delay or expense and enabling a fair, efficient and expeditious conduct of the arbitration, it being the intention that the arbitration should be held and completed as soon as possible. Subject to the foregoing, the arbitration proceedings will be governed by the provisions of the Rules.
 4. **Conduct of Parties.** Customer and Verizon agree to facilitate the arbitration by: (a) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration; (b) making available to one another and to the arbitrators for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by them if determined by the arbitrators to be relevant to the dispute; (c) conducting arbitration hearings to the greatest extent possible on successive business days; and (d) using commercially reasonable efforts to observe the time periods established by the arbitrators for the submission of evidence and briefs.
 5. **Decision.** The decision of the arbitrators will be final and binding on Customer and Verizon and will be carried into effect without delay. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and/or an order of enforcement, as the case may be.
 6. **Interim Relief.** Nothing in Agreement precludes either Customer or Verizon from obtaining interim relief on an urgent basis from a court of competent jurisdiction at any time including pending the decision of the arbitrators. The provisions of this Section 18(c)(ii) entitled “Dispute Resolution”: (a) constitute an irrevocable consent by Customer and Verizon to any proceedings in terms hereof and neither of them is entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and (b) are severable from the rest of Agreement and will remain in effect despite the termination of or invalidity for any reason of Agreement.
 7. **Place of Arbitration.** The place of arbitration will be New Delhi, India. All arbitration proceedings will be conducted in the English language.

Last updated: December 4, 2017