

Terms of Service for the
Verizon Service Protection Plan

These Terms of Service (the “Agreement”) govern the provision of the Verizon Service Protection Plan (the “Service”). This Agreement is made between you as our customer (“You”, “Your” or “Customer”) and the Verizon telephone company (“Verizon, We”, “Our” or “Us”) that serves You as listed in Appendix A, below. You are deemed to have accepted the Agreement by ordering, using or paying for the Service, or by Your verbal, written or online acknowledgement. This Agreement includes the terms below, plus any specific elements of the Service (including pricing) described in the information made available to you when placing and confirming your order, as well as the Verizon Privacy Policy, which is posted at verizon.com/terms. You agree to comply with this Agreement.

NOTICE OF REQUIREMENT TO ARBITRATE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. AS SET FORTH BELOW, IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR NON-CLASS ACTION LAWSUITS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

1. Description of Service. The Service provides qualifying Verizon business voice telephone customers with maintenance, troubleshooting and repair of the inside wiring (the wiring at the service location from the point of Verizon’s network interface device to jacks within the service location), including Coax and Cat5E cable and jacks associated with their Verizon voice, Internet and Fios TV service(s), subject to the coverage and exclusions described in this Agreement.

2. Plan Options. The Service is provided on a month-to-month basis with coverage commencing when Your Verizon telephone lines are first turned on, or if You already subscribe to Verizon voice telephone lines, coverage begins thirty (30) days *after* You first subscribe to the Service. The Service may also be provided with immediate coverage subject to payment of a one-time initial charge in addition to monthly recurring charges.

3. Plan Eligibility. The Service is only available to business customers that subscribe and continue to subscribe to business dial tone, CustoPAK, Centrex or ISDN (BRI) lines over copper or fiber circuits provided by a Verizon telephone company listed in Appendix A, below. Plan eligibility also extends to business customers that purchase Business Digital Voice from Verizon subject to the coverage and exclusions described in this Agreement. The Service covers inside wiring and jacks up to a maximum of thirty (30) Verizon lines to a service location that are billed under a single Verizon account. Customers with more than thirty (30) Verizon lines may not order the Service. The Service does not cover wiring for certain telephone systems such as private branch exchange (PBX) equipment. Customers that subscribe to voice services on copper in addition to Verizon services on fiber are not eligible for the Service.

The Service is an optional non-regulated service. If You do not subscribe to the Service and Your inside wiring or jacks need repair, You may i) contact Verizon to make the repair at Verizon’s then-current rates, ii) obtain inside wire maintenance and repair services from another company of Your choice, or iii) perform the repair Yourself.

If You are a tenant, You should be aware that landlords may be responsible for repairs and maintenance of inside wiring. It is Your responsibility to verify with Your landlord who is responsible for inside wire maintenance and repair prior to subscribing to the Service. Verizon will not reimburse You for charges paid for the Service if it is determined that Your landlord is responsible for such repairs and maintenance of inside wiring.

4. Coverage and Exclusions. Verizon will perform diagnostics and repairs to that portion of the Customer’s standard inside wiring and jacks covered under the Service to the extent that Verizon determines such diagnostics and repairs are necessary and are associated with or used by You in

connection with the Verizon services. Diagnostics and repairs will be performed in accordance with Verizon's standard procedures.

Coverage: The Service includes diagnostics and repair of the following:

- Standard inside telephone wiring used for Verizon telephone lines covered under the Plan;
- Newly installed or relocated inside wiring and jacks;
- Inside wire and jacks at a near extension at the same service location and property if readily accessible to the technician and if the line and jacks were in working order prior to subscription to the Service;
- Repair of coaxial cable and Cat 5e cable run from an ONT to an internet router;
- Repair of coaxial cable used to deliver Fios Video to the Fios TV set top box;
- Repair of Cat 5e cable used to deliver Fios Internet service and other eligible services;
- Repair of Ethernet wiring installed by Verizon;
- Replacement of defective Splitters originally installed by Verizon;
- Replacement of defective Amplifiers originally installed by Verizon; and
- Inside wiring or jack damage from lightning.

Exclusions: The Service does not cover or include diagnostics, repair or replacement of:

- Wire or cable larger than 8-pair (if problems are caused by defective conductors in wire or cable larger than 8-pair, Verizon will re-terminate service to useable conductors to restore service if useable conductors are available and Verizon is permitted access to the point of termination);
- Wire or jack malfunctions preexisting the coverage date of the Service, or which are caused by misuse, abuse, riot, acts of war, fire and acts of nature other than inside wiring or jack damage from lightning, such as floods, windstorms and earthquakes;
- Repairs that require access to in-wall wiring or placement of concealed wire — if wall run wire cannot be used to run replacement wire, Verizon will run replacement cable via baseboard only;
- Customer-provided equipment (telephones, fax machines, computers, security or alarm systems, printers, satellite TV dishes, modems, routers or other premises equipment);
- Inside telephone wiring, jacks or other items used in connection with service from a provider other than Verizon;
- Inside wiring and jack(s) which are non-standard, which is wiring or jacks that do not meet telephone industry standards, Part 68 of the Rules of the Federal Communications Commission, or the National Electrical Code, or that fail to meet Verizon's technical standards;
- Inside wiring or jacks associated with WATS or data service other than Verizon provided Fios or High Speed Internet services;
- Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line;
- Repair of jacks not previously connected to the line(s) reported;
- Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers or other temporary or moveable structures;
- Extensions located at a different address;
- Range extenders or component cables (e.g., HDMI/Video and other device cables); or

- Repair or replacement of broken TV remotes, ONT batteries, TV set top boxes or routers, modems, power cords and any other equipment purchased or rented from Verizon (which may be separately covered by applicable warranties).

Verizon may provide diagnostics and repair under the Service remotely through its testing facilities, by phone or online support or otherwise, without dispatching a technician. If Verizon dispatches a technician and determines that the service problem resulted from Your telephones, modem, fax or other Customer equipment or from Your transmission or receipt of data or signals beyond the operating parameters of the line, rather than the wire or jack(s), You may be required to pay a service or Premises Visit for the dispatch and for the diagnostics and repair at then prevailing rates.

5. Charges. You agree to pay all charges for the Service, including but not limited to monthly service charges, applicable taxes and fees, and one time charges to enroll or process Your order. If We permit You to elect to be billed for the Service on Your credit or debit card, Verizon will continue to bill the card until You tell us to cancel such billing, and You also agree that Verizon may receive updated card account information from the card issuer. Payment is due by the date indicated on Your Verizon invoice and any payment received thirty (30) calendar days or more after the invoice date is considered past due. You agree to pay interest for past due amounts at the same rate that applies to past due amounts for Your Verizon telephone service. Verizon may assign unpaid delinquent charges to a collection agency for action.

6. CHANGES IN SERVICES, CHARGES, TERMS AND CONDITIONS. VERIZON RESERVES THE RIGHT TO CHANGE THE SERVICE, APPLICABLE CHARGES AND ANY OTHER TERMS AND CONDITIONS WITH OR WITHOUT NOTICE TO YOU, PROVIDED THAT WE WILL PROVIDE YOU AT LEAST (30) DAYS' NOTICE OF ANY MATERIAL REDUCTION IN SERVICE COVERAGE OR INCREASE IN YOUR RATES, WHICH MAY BE IN THE FORM OF AN E MAIL, A NOTICE IN OR WITH YOUR BILL OR BY POSTING REVISIONS TO THIS AGREEMENT AT Verizon.Com/Terms. YOUR PAYMENT OF BILLED CHARGES AFTER SUCH NOTICE WILL BE DEEMED TO BE YOUR ASSENT TO THE CHANGE(S).

7. Limited Warranty. Verizon warrants for a period of thirty (30) days that the Services performed and materials provided by Verizon under this Agreement will meet accepted industry practices and are free from defects in materials or workmanship. Should any failure to conform to this warranty appear and be reported to Verizon within said 30-day period, Verizon shall re-perform the nonconforming services, and repair or replace the nonconforming materials. Such re-performance of work, and repair or replacement of nonconforming materials, shall constitute the entire liability of Verizon and Your sole remedy under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. VERIZON DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. IN NO EVENT, SHALL VERIZON, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS, HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE SERVICE (SUCH AS, BUT NOT LIMITED TO, SERVICE OUTAGES AND ANY LOSS OF USE OF WIRING, JACKS OR EQUIPMENT BEYOND THE JACK, AND ANY DAMAGES RESULTING THEREFROM). THESE LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. FURTHER, VERIZON'S LIABILITY TO YOU, WHETHER, BASED IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE WILL BE LIMITED TO THE CHARGES PAID BY YOU FOR THE SERVICE WITHIN A TWELVE (12) MONTH PERIOD PRECEDING THE ACCRUAL OF YOUR CLAIM.

9. Termination. Either You or We may terminate this Agreement at any time upon thirty (30) days' notice to the other and We reserve the right to suspend Service if You are more than thirty (30) days overdue in payment. You may notify Verizon of termination by calling Verizon's business office at the number on Your bill or such other number as Verizon may designate for such purpose. Verizon may notify You of termination by phone, bill message or email to the address we have for Your account. If You terminate Service, You may be billed through the remainder of the billing month.

10. Indemnification. You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from or relating to the ordering or use of the Services by You, your employees, agents or other persons at your Service Location, including but not limited to granting Verizon access to service locations, wiring, and/or equipment that are owned by third parties.

11. ARBITRATION. YOU AND VERIZON AGREE THAT ANY ISSUE OR DISPUTE THAT ARISES, RESULTS FROM, OR IN ANY WAY RELATES TO THE SERVICES OR THIS AGREEMENT ("DISPUTES") SHALL BE RESOLVED ONLY BY BINDING INDIVIDUAL ARBITRATION AND THAT THE FEDERAL ARBITRATION ACT SHALL APPLY TO THIS AGREEMENT. Either party may initiate arbitration by notifying the other Party of the Dispute in writing at least 30 days in advance of initiating the Arbitration. Notice to Verizon should be sent to noticeofdispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920. We will notify you at the billing address for your account. The notice must describe the nature of the claim and the relief being sought. If the parties are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Verizon will pay any filing fee that the AAA charges You for initiating arbitration. The Arbitration will take place before a single arbitrator in the county where Service is provided and the AAA Commercial Rules of Arbitration shall apply. You may also bring a claim in small claims court subject to that court's jurisdictional limit. YOU AND WE AGREE THAT ANY ARBITRATION OR CLAIM IN SMALL CLAIMS COURT WILL ONLY BE ON AN INDIVIDUAL BASIS AND THAT NO CLASS CLAIMS, PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY, OR CLASS ARBITRATION MAY BE MAINTAINED. THE ARBITRATOR MAY ONLY AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO DETERMINE OR PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION. Except for an action to compel arbitration or for a temporary restraining order or injunction related to this Agreement, neither party shall seek to resolve any Dispute in court, except a small claims court as set forth above, or by any process other than by arbitration as set forth above.

12. Complete Agreement. This Agreement comprises the terms that apply to Your Service and may not be changed except as specified in Section 6.

V. 2017 _ 1, Effective April 9, 2017

Terms of Service for the
Verizon Service Protection Plans
APPENDIX A

<u>Service Location</u>	<u>Verizon Telephone Company</u>
Connecticut	Verizon New York Inc.
Delaware	Verizon Delaware LLC
Maryland	Verizon Maryland LLC
Massachusetts	Verizon New England Inc.
New Jersey	Verizon New Jersey Inc.
New York	Verizon New York Inc.
North Carolina	Verizon South Inc.
Pennsylvania	Verizon Pennsylvania LLC or Verizon North LLC (depending on your location)
Rhode Island	Verizon New England Inc.
Virginia	
Dumfries, Chesapeake, Manassas, Manassas Park, Occoquan, Quantico, Stafford, and Prince Williams Counties	Verizon South Inc.
All other Virginia areas	Verizon Virginia LLC