

## WI-FI FOR BUSINESS

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1. **RATES AND CHARGES.** Customer will pay the monthly recurring charges (MRCs), which are fixed for the Service Commitment, and non-recurring charges (NRCs) for Wi-Fi for Business (WFB Service) as specified below and in Customer's Contract or in Customer's Service Order (SOF), as applicable. Customer will pay additional MRCs, which are fixed for the Service Commitment, and NRCs for equipment management required or for optional services or features that may be ordered by Customer under the Contract. The charges shown herein are in United States dollars.

1.1 **Wireless LAN Management, Security Appliance Management, and/or Switch Management (WAP).** Customer will pay the applicable MRCs and NRCs for Wireless LAN Management, Security Appliance Management, and/or Switch Management based on the size of WAP. WAP models not identified below are non-standard Customer Premise Equipment (non-standard CPE). Verizon may impose different terms for WFB Service than it provides for non-standard CPE, or decline to provide WFB Service for non-standard CPE in whole or in part, at its sole discretion.

1.1.1 **Wireless LAN Management.** The rates for Wireless LAN Management are the rates applicable to the following WAP size:

- **Small:** Cisco Meraki MR Series.

1.1.2 **Security Appliance Management.** The rates for Security Appliance Management are the rates applicable to the following WAP sizes:

- **Extra Small:** Cisco Meraki Z1 and Z3 Series.
- **Small:** Cisco Meraki MX60, MX60W, MX64, MX64W, MX65, and MX65W Series.
- **Medium:** Cisco Meraki MX80, MX84, MX90 and MX100 Series.
- **Large:** Cisco Meraki MX250, MX400, MX450 and MX600 Series.

1.1.3 **Switch Management.** The rates for Switch Management are the rates applicable to the following WAP sizes:

- **Small:** Cisco Meraki MS120, MS210, MS220, MS225, and MS250 Series.

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- **Medium:** Cisco Meraki MS320, and MS350 Series.
- **Large:** Cisco Meraki MS410, MS420, and MS425 Series.

1.2 **Implementation Service.** Upon Customer's order, Customer will pay the NRCs shown in the Contract for onsite implementation service. Remote implementation is provided at no additional cost. Depending upon the readiness of Customer's network, additional equipment or equipment upgrades may be required. Such equipment costs are not included in the NRC shown in a Contract. CPE may be provided under a separate Service Attachment. The NRC and MRC shown in the Contract apply per WAP.

1.3 **Service Commitment.** The Service Commitment for any order will commence upon the Service Activation Date. After the Service Commitment, WFB Service will continue until 60 days after Verizon or Customer provides notice of termination of all or part of an order. Discounts for that continuing WFB Service will be determined based on the WFB Services ordered at that time, including any additional or terminated WFB Services. After the Service Commitment, Verizon reserves the right to change the MRC or adjust the discounts with 60 days' notice prior.

2. **SERVICE DESCRIPTION AND REQUIREMENTS.** Verizon will provide WFB Service upon Customer's order. Customer support includes, without limitation, (i) design support, (ii) remote implementation support; (iii) WAP management and monitoring; (iv) Verizon service desk (Service Desk); and (v) Customer reporting. WFB Service is only available for Customer's internal business purposes and is not for resale. WFB Service is a turnkey, premises-based, managed WAP solution that provides Customer with an 802.11a/b/g/n/ac Wi-Fi LAN service. It does not, however, include the provision of Internet service, which is entirely Customer's responsibility to purchase separately. While the WAP is located on the Customer Site, all management functions are provided by Verizon from hosted facilities. Customer may access information about these hosted services via the web portal at <https://dashboard.meraki.com/> or other URL provided by Verizon from time to time (the Portal).

2.1 **Implementation Options.** The following implementation options may be utilized for WFB Service:

2.1.1 **Managed Implementation Service.** Managed Implementation brings a new WFB Service network online. Managed Implementation begins after the Customer's requirements have been gathered via the Verizon enrollment form (Enrollment Form) and the requisite design activities have been completed. Verizon will initially complete the Enrollment Form via a phone call to collect information from Customer including system, application, and end-user requirements. Verizon will send the completed Enrollment Form to Customer to confirm the information gathered. Then, WAPs ordered by Customer are pre-configured and shipped directly to the Customer Site. Once the installation is confirmed by the Service Desk, Customer's WFB Service will be available and billable (Service Activation Date).

2.1.1.1 **Design Support.** Customer will cooperate with Verizon to enable Verizon to complete the logical and physical design of the WFB Service. This design includes, but is not limited to, proposed network topology to support immediate needs and planned growth, logical IP and addressing schemes, and protocol flows.

2.1.1.2 **Wireless Site Assessment.** Customer may request a wireless site assessment via a separate agreement or provide a valid wireless assessment from a third party agreed to by Verizon. If Customer opts not to have such wireless assessment, Verizon will deploy and monitor the WFB Service based upon Customer's requirements, but otherwise Verizon will have no responsibility for the overall WLAN performance or reliability.

2.1.1.3 **Remote Installation.** Customer shall install the WAPs according to instructions provided by the Service Desk. The Service Desk will provide assistance by phone as needed. Customer will cooperate by providing hands and eyes support so that Verizon can implement the device configurations. Customer shall ensure that the WAPs are installed within 10 business days after receipt of the WAPs. Following 10 business days, the Service Activation Date shall occur.

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- 2.1.1.4 **On-Site Installation.** With regard to on-site installation services, at Customer's request, Verizon will provide CPE and/or CPE Related Services, where available, under the terms of a separate Service Attachment.
- 2.1.2 **Managed Take-over.** If Customer selects Managed Take-over, Verizon will review, optimize or take over management of Customer's existing network in two steps – due diligence and impact assessment.
- 2.1.2.1 **Due Diligence.** Due diligence involves collecting and analyzing the logical and physical characteristics for the Customer's existing network, as well as its related equipment, licenses, or assets.
- 2.1.2.2 **Impact Assessment.** The Enrollment Form is produced by Verizon in cooperation with Customer. The Enrollment Form (i) provides an inventory of Customer's network including Customer-provided network diagrams; (ii) collects information including system, application, and end-user requirements, and (iii) identifies any physical/logical activities required to bring the network under management by Verizon. Verizon provides Managed Take-over on a per-project basis in accordance with an Enrollment Form. After the installation is confirmed by the Service Desk, the Customer's WFB Service will be available and billable (Service Activation Date for Managed Take-over).
- 2.2 **WFB Service Monitoring and Management.** WFB Service offers on-going management, including:
- 2.2.1 **Wi-Fi Network Visibility.** Unified visibility and control of the entire WFB Service network WAPs is provided via the Web Portal, defined below.
- 2.2.2 **Change Management.** Customer must initiate a change via a change request. Upon receipt of a change request, Verizon will analyze the request and determine how the proposed change will affect the implementation dates of the change request, and what fees and terms and conditions, if any, must be added for the change. If Customer agrees to Verizon's assessment of the change request in writing (including via email), then the change will be implemented by Verizon.
- 2.2.3 **WAP Software Release Management.** WFB Service includes remote deployment of any new feature enhancements by the WAP vendor during Customer's Service Commitment.
- 2.2.4 **Guest Wi-Fi Access Privileges.** Access and control by Customer's guests are included on certain WAP models out-of-the-box without extra appliances or licenses.
- 2.3 **Security Support.** WFB Service includes support of certain security features, including but not limited to the following:
- 2.3.1 **Intrusion Detection (IDS).** IDS provides a combination of signature, protocol, and anomaly-based inspection methods to help improve the security of Customer's network against malicious entities and threats.
- 2.3.2 **Content Filtering.** Content Filtering provides Customer the option to block blacklisted URLs based on content category. Customer will have the option to have specific URLs whitelisted, which will take precedence over the filter.
- 2.3.3 **PCI/HIPAA Compliance Support.** If Customer wishes to attain Payment Card Industry Standard (PCI) or Health Insurance Portability and Accountability Act (HIPAA) compliance, Verizon's Service Desk can make configuration entries in the Web Portal that will support Customer in its efforts to obtain the compliance of its network configuration and settings with PCI Data Security Standard (PCI DSS) Version 3.0 and HIPAA Data Security Standards. Compliance certification will remain entirely Customer's responsibility.

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Certain security features require Customer's acquisition of an advanced security license from the CPE manufacturer; such licenses can be purchased directly through Verizon using a separate Service Order.

### 2.4 Verizon Service Desk

2.4.1 **Description.** First line support will be provided by Verizon's Service Desk 24 hours per day, seven days a week, to authorized Customer users for all routine service needs (e.g., access management, and basic configuration changes). In depth incident troubleshooting and more complex configuration changes are managed by an advanced level of support during the following U.S. business hours: Monday-Friday; 8:00 a.m. – 8:00 p.m. ET. Customer support will be provided through: (i) the Web Portal; and (ii) telephone contact with the Service Desk.

2.4.2 **Fault Monitoring/Alerting.** Verizon will provide fault monitoring and alerting to Customer via email with remote fault restoration.

2.4.3 **Break-Fix Maintenance Management.** Verizon will manage Break-Fix maintenance of WFB Service and the WAP. Maintenance may be provided by Verizon (or by its contracted third-party maintenance provider), or by an approved Customer-contracted third-party maintenance provider. Currently, Cisco is the only approved Customer-contracted third-party maintenance provider. The following Break-Fix Maintenance Management options are available with WFB Service.

- **Remote Break-Fix Maintenance.** Customer shall perform repairs as required. Verizon's Service Desk will provide assistance by phone as needed and is available for this purpose 24x7. If Verizon determines that WAP is faulty and needs to be replaced, Verizon will order replacement WAP. U.S.-based Customer Sites will be covered by Next-Business-Day replacement support. Non-U.S.-based Customer Sites will be covered by commercially reasonable best efforts replacement support.
- **On-Site Break-Fix Maintenance.** Available at an additional charge, On-Site Break-Fix Maintenance is available only to Customer Sites in the U.S. Mainland. If Verizon determines that WAP is faulty and needs to be replaced, Verizon will order replacement WAP. Verizon will dispatch a technician (from Verizon or from a third-party depending on Customer's separate maintenance contract) to perform repairs on-site as required in Verizon's sole discretion. Pursuant to Customer's separate maintenance contract, such onsite dispatch may incur a charge at Verizon's or the third-party provider's standard rates for labor and materials if the fault is not the maintenance provider's responsibility, e.g. there is no fault found, a third party (not the provider) caused the fault, or Customer caused the fault.

2.5 Features and Options. The following features and options are available with WFB Service.

2.5.1 **Customer Reporting.** Reports include bandwidth usage by client (i.e., the end-user device) and application, client activity by application, client fingerprinting by WAP (i.e., collection of information about an end-user device for the purpose of identification), and client operating system type. Also offered are reporting tools to help Customer determine compliance with PCI DSS (Version 3.0).

2.5.2 **Guest Access.** Customers can order optional Guest Access per WAP. Guest Access is supported on all wireless LAN access points and certain other WAP models. Upon Customer's request, Verizon will provide reasonable assistance to Customer to determine the supportability of specific models. Verizon offers two Guest Access options:

2.5.2.1 **Cisco Meraki.** Customers can order Cisco Meraki-based Guest Access per WAP at no additional charge. Customer may access information about the Cisco Meraki-based Guest Access feature via the web portal at <https://dashboard.meraki.com/> or other URL provided by Verizon from time to time (Web Portal). Cisco Meraki-based Guest Access provides the following functionality:

- **Guest Wi-Fi.** Log-in pages can be created to provide Customer's guests with Wi-Fi access to Customer's network through a tailored splash page presenting Customer's brand identity. Various login options are supported to facilitate access by Customer's guests. Timely, comprehensive business analytics are provided to Customer through the Guest Access Portal

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which provides visibility into network users, their devices and applications, based on the Guest Wi-Fi log-ins. See Purple WiFi and Mobile Location Analytics sections below.

- **Mobile Location Analytics (MLA).** This feature enables Customer to choose to (i) capture information broadcast by the wireless devices of guests and end users, including the geo-location of such devices and the devices' MAC address prior to the end user logging onto Customer's network via the splash page (MLA Data); and (ii) use MLA Data for the protection of Customer's network, content filtering, and marketing purposes. To be available, Verizon must enable this feature in the Cisco Meraki dashboard.

2.5.2.2 **Purple WiFi.** Customers can order Purple WiFi-based Guest Access per WAP for an additional charge. Authorized Customer users may access information about the Purple WiFi-based Guest Access feature via the web portal at <https://purpleportal.net/> or other URL provided by Verizon from time to time (Guest Access Portal). Purple WiFi-based Guest Access provides the following functionality:

- **Guest Wi-Fi.** Log-in pages can be created to provide Customer's guests with Wi-Fi access to Customer's network through a tailored splash page presenting Customer's brand identity. Various social media and form-based Log-in options are supported to facilitate Customer's guests to obtain such access. Guest Wi-Fi includes the monitoring, capturing, and storage of URL addresses accessed by Customer's guests while using WFB Service. Real-time, comprehensive business analytics are provided to Customer through the Guest Access Portal, based on the Guest Wi-Fi log-ins, to help Customer understand and segment its audience more effectively. See Mobile Location Analytics below.
- **Content Filtering.** Content filtering is included with Guest Access. Customer can block inappropriate content by requesting either a specific category of sites to be blocked or the specific sites. Every website that is requested by Customer's guests is routed via DNS filtering servers that check against the list of blocked sites and if a request is blocked, it redirects the request to a landing page explaining that this site has been blocked. Customers also have the option to limit traffic via bandwidth controls to enable more efficient throughput for guest Wi-Fi purposes as part of the content filtering function.
- **Mobile Location Analytics (MLA).** This optional feature enables Customer to choose to: (i) capture information broadcast by the wireless devices of guests and end users, including the geo-location of such devices and the devices' MAC address prior to the end user logging onto Customer's network via the splash page (MLA Data); and (ii) use MLA Data for the protection of Customer's network, content filtering, and marketing purposes. Customer may activate and deactivate MLA at any time. Customer's use of the data collected via MLA data is subject to Customer's control, and the purpose for which the data is used is solely within Customer's discretion, subject to applicable laws and regulation.

2.5.3 **Splash Page Design Support.** Verizon provides splash page design in basic or customized forms. Both include a requirement for guests to consent to an end user license agreement (EULA) to be provided to Customer upon its request for Splash Page Design Support.

2.5.3.1 **Basic.** Basic splash page design support provides up to two hours of minor customization of a one-page, pre-defined, guest access splash page template on either the Cisco Meraki or Purple WiFi-based platforms. Basic splash page design support consists of adding Customer's logo to the splash page and styling the page with Customer's corporate color scheme and font. Only styling changes will be made. No structural or layout changes will be made to any pre-defined template as part of this Basic option.

2.5.3.2 **Customized.** Customized splash page design support provides up to eight hours of professional services to fully customize a one-page guest access splash page pursuant to a separate professional services Service Attachment and SOW. Customer's typography, graphics, images, and links may be utilized if provided in HTML or CSS.

2.6 **Customer Responsibilities.** Customer is responsible for the following:

2.6.1 **Information and Access Requests.** Upon request, Customer will provide information to Verizon, its subcontractors or its designated point of contact (Verizon or its Designees) that is reasonably

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necessary or useful for Verizon to perform its obligations. Customer will ensure that CPE and WAP for WFB Service are accessible to the Service Desk via the Internet. In addition, upon request Customer will provide Verizon or its Designees with access to Customer facilities, installation sites, and equipment as reasonably necessary or useful for Verizon to perform its obligations hereunder.

- 2.6.2 **Customer-provided Internet Access.** If Internet access is arranged by Customer (and not provided by Verizon), Customer will provide Verizon with the details of such access prior to Verizon's implementation of WFB Service.
- 2.6.3 **Building Space.** Customer shall provide adequate building space, circuitry, facility wiring, temperature, humidity, and power to comply with the standards established by the WAP manufacturer for proper installation and operation of the WAP. Customer shall, at its own expense, take all reasonable physical and information systems security measures necessary to protect all equipment, software, data, and systems located on the Customer Site or otherwise in Customer's control and used in connection with WFB Service, whether owned by Customer, Verizon, or Customer's designees.
- 2.6.4 **Supported Devices and Configurations.** Only WAP devices Verizon-approved for WFB Service, as set forth in Section 1.1, above, will be supported.
- 2.6.5 **Device Supply.** Unless Customer has separately contracted with Verizon for installation, Customer shall be responsible for movement of the WAP from the receiving area to the final staging location at the Customer Site. Unless otherwise specified in the Contract, Customer shall be responsible for obtaining, installing, inter-connecting, and maintaining all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with the WAP and/or the Customer Network or otherwise for use in conjunction with WFB Service.
- 2.6.6 **Security.** Customer is responsible for taking the necessary security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from all security risks all equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with WFB Service, whether owned by Customer, Verizon, or Verizon's subcontractors.
- 2.6.7 **Customer-provided Facilities.** Unless otherwise specified in the Contract, Customer shall be responsible for obtaining, installing, inter-connecting, and maintaining all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with the WAP and/or Verizon's remote facilities or otherwise for use in conjunction with WFB Service (collectively, "Customer-provided Facilities"). Customer is solely responsible for ensuring that the above equipment is compatible with Verizon's requirements and that it continues to be compatible with subsequent revision levels of WAP. Verizon is not responsible for the availability, capacity or condition of any of Customer-provided Facilities.
- 2.6.8 **Guest/User Notice and Consent.** Customer is responsible for providing applicable notice to its guests regarding certain WFB Service activities described below (WFB Activities). Customer also is responsible for obtaining valid and effective consent from, and providing applicable opt-out opportunities to, its guests and other users (Users) of the WFB Service regarding the WFB Activities. Such consent must also inform Users that the decision not to opt out constitutes consent to the WFB Activities, which include:
- the monitoring, capturing, and storage of URL addresses accessed by Users while using the WFB Service;
  - Customer's capture of information about the wireless devices of guests' and Users, including the geo-location of such devices, MAC address, type of device, and User-selected names of devices; and
  - usage of such information for protection of Customer's network, content filtering, and marketing purposes.

To the extent Customer engages in any of the WFB activities, Customer shall indemnify and hold Verizon harmless from any claims based on such monitoring, capture, storage, use or sharing of any

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information, including but not limited to claims by a User that it did not provide its consent as required in this Section.

### 3. SERVICE TERMS AND CONDITIONS

- 3.1 **Security Services Disclaimer.** Verizon makes no warranties, guarantees, or representations, express, or implied that (i) WFB Service will protect Customer's Network from intrusions, viruses, Trojan horses, worms, time bombs, cancelbots, or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities will be prevented or detected; or (iii) the performance by Verizon of WFB Service will render Customer's systems invulnerable to security breaches.
- 3.2 **Portal User Name and Password.** Customer is responsible for keeping Customer's user name and password confidential and to create and protect its users' login credentials. Customer must immediately notify Verizon upon learning of any unauthorized use of login credentials. Customer is responsible for all activities and charges incurred through the use of the compromised login credentials.
- 3.3 **Reports.** All copies of any reports, recommendations, documentation, Portal printouts, or other materials in any media form provided to Customer by Verizon hereunder will be treated as Verizon Confidential Information.
- 3.4 **Interference.** Customer will inform Verizon prior to the deployment of any industrial, scientific, or medical wireless devices or other devices that can interfere with or disturb the performance of WFB Service.
- 3.5 **Internal Cabling.** Unless otherwise provided herein or in a separate Service Attachment or SOW with Verizon, Customer is responsible for providing all internal cabling between the router, the switches, the WAP and, if applicable, all internal cabling between the WAP and the antennas that are provided as part of WFB Service according to Verizon's specifications. After installation, if any by Verizon, any internal cabling becomes part of the Customer Equipment. Customer is responsible for the maintenance of such internal cabling.
- 3.6 **Detected Failures.** In the event of a WFB Service outage, prior to contacting Verizon's Service Desk, Customer shall verify whether the outage is caused by an anomaly in the Customer-provided Internet access, where applicable, or a power outage at a Customer Site. If Customer determines that its Internet access and power are working properly, Customer shall promptly report the WFB Service outage and related information to the Service Desk.
- 3.7 **Back Up.** Customer shall ensure that its electronic files are adequately duplicated and documented at all times. Neither Verizon or its designees are responsible or liable for Customer's failure to duplicate or document files or for data or files lost during the performance of WFB Service.
- 3.8 **Software.** Customer shall comply with all obligations set forth in any end user software licenses for software provided by Verizon. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in EULA (if applicable to Customer).
- 3.9 **Guest Access**
- 3.9.1 **Online Content.** With respect to Verizon's provision of optional Guest Wi-Fi (whether Cisco Meraki or Purple Wi-Fi) and/or Splash Page Design Support, Customer acknowledges that Verizon does not (i) provide any online content to, or interact with end users or Customer's guests; (ii) own the content on Customer's Splash Page; or (iii) control content on Customer's Splash Page except as otherwise expressly provided herein. With respect to such content of the Splash Page, the collection of Guests' personal or other information, the use of such information by Customer and other interaction with the Guests' shall be subject to EULA between Customer and Guest that is substantially similar in form and content to the EULA appended hereto (Appendix I).

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3.9.2 **Customer Notice.** Customers utilizing the MLA feature must display a notice, in a conspicuous location in the proximate area where the MLA data is collected, that at a minimum (i) identifies Customer as the Data Controller; (ii) describes the type of personal information collected; (iii) describes the purpose(s) for which Users' personal information is processed; (iv) explains how such Users can opt out from the collection and processing of their personal information; and (v) notifies Users that their decision not to opt out constitutes consent to the collection, processing and use of their personal information.

3.9.3 **Indemnity.** Customer shall indemnify and hold Verizon harmless from any claims based on the resulting monitoring, capture, storage, use, or sharing of any data collected via Guest Wi-Fi or MLA features, including but not limited to claims by a guest or User that it did not provide its consent, that a guest or User was under the age of thirteen, or that it was not offered a reasonable opportunity to opt-out of the collection of information as required in Notice, above.

### 3.10 Regulated Customer Data

#### 3.10.1 **European Union (EU)**

3.10.1.1 Verizon will, by virtue of providing WFB Service to Customer, obtain customer data that is regulated by government agencies in the European Union and the U.S. (Regulated Customer Data) which includes MLA Data. For the provision of WFB Service in the EU, Verizon will act as "Data Processor," as defined in the EU Data Protection Directive 95/46 (Directive) and successor Directives or regulations (Data Privacy Regulations), on behalf of Customer in providing Guest Access and other WFB Service features. Verizon and its contractors shall process Regulated Customer Data only as instructed by Customer and only for the purposes of providing WFB Service, and such processing shall be terminated upon Customer's termination of WFB Service, which may be made at Customer's discretion at any time and upon instructions to Verizon. Verizon and its contractors will implement appropriate technical and organizational measures to maintain the confidentiality of Regulated Customer Data and protect such data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing in accordance with security measures required by Data Privacy Regulations. Verizon agrees to provide commercially reasonable assistance to Customer in the fulfillment of Customer's obligations under applicable Data Privacy Regulations. Following termination of WFB Service, Verizon shall delete any copies of processed Regulated Customer Data except as may be needed to comply with Data Privacy Regulations and in such circumstances, Customer waives any right to a return of processed Regulated Customer Data from Verizon or its contractors.

3.10.1.2 Customer will act as "Data Controller" as that term is used in the Data Privacy Regulations, and Customer is responsible for ensuring compliance with such applicable Data Privacy Regulations. In accordance with such regulations, Customer authorizes and instructs Verizon and its contractors to process Regulated Customer Data collected from Users under WFB Service as described herein on Customer's behalf for the purpose of providing WFB Service. Customer's authorization exists for the longer of the duration of the term of Customer's agreement with Verizon or the provision of WFB Service. Verizon shall notify Customer if Verizon engages with any other Data Processor not identified herein. If Customer objects to Verizon's use of another Data Processor to provide WFB Service, Customer may cancel WFB Service. Customer represents and warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Regulated Customer Data as described in this section. Customer consents to Verizon processing Regulated Customer Data outside the European Economic Area (EEA).

3.10.1.3 The Parties acknowledge that Verizon, as a Data Processor, or Customer as Data Controller, may be held jointly and severally liable under applicable law to a User or other third party for damages caused by either Verizon's or Customer's failure to comply with the obligations set forth herein or under applicable law. If such event, both Parties shall indemnify each other for the proportionate level of damages proximately caused by each other's particular failure to comply with any such obligation herein or other applicable law.



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- 3.10.2 **U.S.** If Customer chooses to activate the MLA feature in the U.S., Customer shall be considered a “Data Controller” as that term is used in the Data Protection Act 1998 and the Privacy and Electronic Communications Regulation 2003, and Customer is subject to all obligations applying to a data controller under those laws and other applicable laws and regulations. Verizon, while processing the MLA data on behalf of Customer, disclaims all responsibility for the decision to activate the feature, the manner in which such data is used by Customer, and the obtaining of Users’ consent. Verizon will not process such data for any purpose other than to provide WFB Service to Customer.
- 3.11 **Children’s Online Privacy Protection**. WFB Service is not designed or intended to provide the tools to obtain the parental consent required under the Children's Online Privacy Protection Act with regard to a website’s collection of personal information from children under age 13. To the extent that Customer operates a website or online service that is directed to children under the age of 13, or such website or online service may likely collect personal information from children under age 13, Customer agrees that it will comply with the federal Children’s Online Privacy Protection Act and provide advance parental notice and obtain advance parental consent prior to collecting such personal information.
4. **SERVICE LEVEL AGREEMENT (SLA)**. The SLA for WFB Service may be found at the following URL: [http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_wfb\\_plus\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_wfb_plus_sla.pdf) for U.S. Services and non-U.S. Services.

Appendix I

**Form of EULA to Which Guests to Customer's Splash Page Must Consent**

[Customer's Name to be substituted for "Customer" throughout]

**End User License Agreement (EULA)**

Please read this EULA carefully before connecting to the WiFi service from this website.

**This EULA is a legal agreement between you (End User or you) and Customer (us or we) regarding your use of the WiFi service (Service) that enables wireless access to our provided Internet service. By joining and using the Service from this website, you agree that you are bound to the terms set forth herein, including but not limited to the privacy policy defined in Section 1.4 and limitations of liability set forth in Section 5. Where referenced, "service provider" refers to the third-party entity that enables our provision of the Service to you.**

**If you do not agree to the terms of this EULA, you are not permitted access to the Service and should stop the joining process now.**

**1. Acknowledgements**

- 1.1 This EULA governs your use of the Service including any updates to the Service.
- 1.2 We may change these terms at any time and all changes will be provided to you via a link on the Service log-in page. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Service.
- 1.3 You are assumed to have obtained permission from the owners of the computer, mobile telephone, or other device(s) used by you to use the Service. You accept responsibility for the use of any such Device, whether or not it is owned by you, and any associated services used by you to access the Service, including any applicable charges.
- 1.4 The terms of our privacy policy, available through a link on the log-in page (see Privacy Policy), are incorporated into this EULA by reference and apply to the Service. Additionally, by using the Service, you acknowledge and agree that Internet transmissions are never completely private or secure, and that any message or information you send via the Service may be read or intercepted by others, even if there is a notice that a particular transmission is encrypted.
- 1.5 By using the Service, you consent to the collection and use – by us or the service provider – of technical information about the mobile telephone, computer, or other device you use to access the Service (Device) and related software, hardware, and peripherals for services that are Internet-based or wireless. You also consent to our and the service provider collecting and using information about you, including your personally identifiable information that you provide us through the use of the Service (including information you make available over social media sites). Information collected from you may be used for the purposes stated in the Privacy Policy and to improve our and the service provider's products and to provide you with new products and services, discounts on existing products and services, and other information that may be beneficial to you.
- 1.6 The Service will make use of location data sent from Devices. If you use this Service, you consent to the transmission, collection, maintenance, processing, and use of your location data by us, our affiliates and licensees, and by the service provider, and further consent to queries to provide and improve location-based products and services.
- 1.7 The Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You must exercise your own independent judgment regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

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## 2. Grant and Scope of Licence

- 2.1 In consideration of your agreement to abide by the terms of this EULA – evidenced by your acceptance of this EULA and your use of the Service – we grant you the right to use the Service at no charge in accordance with the terms set forth herein. No other rights are granted hereby.
- 2.2 You may stop using the Service at any time. We may cease provision of the Service at any time.

## 3. Acceptable Use Restrictions

You must not:

- Use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system;
- Infringe our intellectual property rights or those of any third party in relation to your use of the Service, including the transmission of any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service;
- Use the Service in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users;
- Collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running the Service;
- Send, receive, publish, post, distribute, disseminate, encourage or solicit receipt of, upload, download or use any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing, menacing or a breach of copyright or other intellectual property right or any other right of any person;
- Use the Service for commercial purposes;
- Use the Service to send unsolicited emails;
- Use the Service to transmit, store, publish or upload any electronic material which is known or is likely to cause, damage, or destroy or limit the functionality of any computer software, hardware, or telecommunications equipment;
- Invade the privacy of another person, or cause annoyance, inconvenience, or needless anxiety to another person.

## 4. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Service and the underlying technology belong to us, our licensors or the service provider, and that you have no rights in, or to, the Service other than the rights to use it in accordance with the terms of this EULA.

## 5. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE (AS DEFINED ABOVE) IS AT YOUR SOLE RISK, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, AND CUSTOMER, CUSTOMER’S LICENSORS AND THE SERVICE PROVIDER MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE OR RELATED DOCUMENTATION. CUSTOMER (ON BEHALF OF ITSELF AND ITS LICENSORS AND THE SERVICE PROVIDER) SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

## 6. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CUSTOMER, CUSTOMER'S LICENSORS OR THE SERVICE PROVIDER HAVE ANY LIABILITY TO YOU, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, GENERAL OR INCIDENTAL OR PUNITIVE

## WIFI FOR BUSINESS

DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, GOODWILL, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, EQUITABLE RELIEF OR ANY OTHER DAMAGES OR LOSSES IN CONNECTION WITH YOUR USE OF THE SERVICE UNDER ANY LEGAL THEORY WHATSOEVER INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF CUSTOMER, CUSTOMER'S LICENSORS OR THE SERVICE PROVIDER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER, CUSTOMER'S LICENSORS AND THE SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU IF ANY THIRD PARTY GAINS ACCESS TO YOUR CONNECTION TO THE SERVICE OR YOUR DEVICE, OR DESTROYS OR DAMAGES ANY DATA OR INFORMATION HELD BY YOU OR INFORMATION ABOUT YOU WHICH IS HELD BY US, OUR LICENSORS OR THE SERVICE PROVIDER.

### 7. Termination

7.1 We may terminate this EULA without notice to you if you materially or persistently breach the terms of this EULA including but not limited to breach of any of the Acceptable Use Restrictions.

7.2 On termination for any reason, your right to use the Service hereunder shall cease, and you must immediately cease such use.

### 8. Transfer/Assignment

This EULA and the license rights set forth herein shall not be transferred or assigned absent Customer's written consent. Customer may transfer and/or assign its rights and obligations under this EULA to another entity, but such transfer/assignment will not affect or impair your rights and obligations under this EULA.

### 9. No Waiver

Failure or delay by any Party to exercise or enforce, or a partial exercise of, any right under this EULA is not a waiver of that right.

### 10. Severability

If any provision of this EULA is held by any entity of competent jurisdiction to be unenforceable, the remainder of the EULA remains enforceable.

### 11. Governing Law

You agree that the laws of the State of New York without regard to its choice of law principles govern this EULA. You further agree that any disputes or claims that you may have against Customer, Customer's Licensors or the service provider will be resolved by a court located in the State of New York and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Non-U.S. products or services are subject to applicable local laws and regulations in any countries where those products or services originate or terminate, including applicable locally filed Tariffs. Any controversy, claim, or dispute (Disputed Claim) arising out of or relating to the Service must follow the dispute resolution process stated here. Any Disputed Claims, other than claims relating to indemnification and equitable relief, that are not resolved by the parties directly must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association at a mutually agreed upon location. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this EULA. The parties agree that any such claims arising under this EULA must be pursued on an individual basis in accordance with the procedure noted above.

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