



WEST AREA BUSINESS CHOICE MAJOR ACCOUNT AGREEMENT

For Office Use Only

Sales Force ID: 9000115
Sales Office ID:
Sales Rep. ID: 24V
Master Account #:

Customer Information

Customer Name: CITY OF REDLANDS			"Customer"
Address:			
City: REDLANDS	State: CA	Zip: 92373	
Phone Number: 9097987525			
Billing Address: PO BOX 3005			
City: REDLANDS	State: CA	Zip: 92373	
Billing Contact Name:			
Phone Number:		Years in Business:	
Federal Tax ID:		Dunn & Bradstreet Number:	

Customer Authority and Authorized Customer Representatives

The person signing this agreement on behalf of the Customer represents and warrants that s/he has power and authority to execute this Agreement, that the execution and performance of this Agreement has been duly authorized by all necessary company action, and that its representatives designated below are authorized to provide Verizon Wireless (either orally or in writing) with (1) Customer's initial and subsequent requests for wireless services and equipment, including mobile number activations, under this Agreement, (2) changes, additions, and deletions to services, equipment and features, (3) request(s) to deactivate wireless services and mobile numbers (subject to an early termination fees, if applicable), and (4) perform the usual and customary account administrative matters related to Customer's Verizon Wireless service. Customer may (in writing) change, add to, or delete from its list of authorized representatives.

Name:	Name:
Title:	Title:

Status

☐ New ☒ Existing ☐ BRC

Business

☐ Association ☐ Corporation ☐ Partnership
☐ Other ☐ Fed Gov ☒ St/Loc Go

Terms of Agreement

☒ 2-Year ☐ 3-Year

Account Passcode

Passcode _____
☐ Waived

Equipment Coverage

☐ Total Equipment Coverage (Insurance and Warranty Service) ☐ Warranty Service ☐ Insurance

Other Services

Attainment Tier (Range) 5-99
Deposit \$ _____
☒ Employee Subscriber Program
☐ Extranet Service

Important Terms and Conditions

Customer agrees to subscribe to, maintain, and pay for not less than five (5) lines of wireless services throughout the term of this Agreement and agrees and accepts all terms and conditions of this Agreement, including (1) the attached Terms and Conditions for Verizon Wireless Services, (2) all brochures, customer information material, and other documents provided by Verizon Wireless to the Customer during the term of this Agreement that describe (a) the Verizon Wireless Calling Plans, features, benefits, options, equipment (the "Equipment"), and other products and services selected by the Customer (collectively the "Services") and (b) applicable rates and charges that apply to and that the Customer has agreed to pay for the Services (collectively (2)(a) and (b) are referred to as the "Materials"); (3) Exhibit A, which lists the Callings Plans, Attainment Tiers, and Equipment selected by the Customer at the time of initial activation of Services; and (4) the Extranet Service Agreement, if applicable; all of which are made a part of this Agreement.

7C2 Haws
Authorized Signer's Signature

May 7, 2002 Karl N. Haws, Mayor
Today's Date Print Name

Attest: Lorrie Poyzer
~~XXXXXXXXXXXXXXXXXXXX~~
Lorrie Poyzer, City Clerk

City of Redlands, California
Business Name (if Partnership or Corporation)

KRISTEN MONTALVO 24V (714) 287-5700
Sales Representative (Print Name)

04/16/02

(909) 798-7541 (Finance Dept.)
Telephone Number Where You Can Be Reached (Contact No.)

VERIZON WIRELESS BUSINESS CHOICE WEST AREA MAJOR ACCOUNT AGREEMENT TERMS AND CONDITIONS

1. Services, Customer Lines, and Attainment Tier.

1.1 **Qualifying Lines.** Subject to the terms and conditions of this Agreement and all applicable Federal Communications Commission and state and local laws, rules and regulations, Celco Partnership dba Verizon Wireless ("Verizon Wireless") agrees to provide to Customer, and Customer agrees to activate, maintain and pay for not less than five (5) lines of wireless services. All lines of wireless service activated and maintained by the Customer under this Agreement ("Customer Line(s)") will be counted toward the Attainment Tier. Provided Customer activates and maintains not less than one hundred (100) lines of wireless services, all lines of wireless services activated and maintained by Customer's Employee Subscribers will be counted toward the Attainment Tier as set forth in Paragraph 10 below. Customer Lines and Employee Subscriber lines that are counted toward the Attainment Tier are collectively referred to as "Qualifying Lines." At the time of execution of this Agreement, Customer shall select a pricing tier ("Attainment Tier(s)") from those identified on the Plan attached to this Agreement, which shall determine the prices that will apply to Customer's lines of service. Customer will pay any airtime, roaming, long distance, taxes, tolls, or other charges incurred by the Customer for the Services and Equipment provided to it by Verizon Wireless throughout the Term of this Agreement.

1.2 **Attainment Tier.** Customer will have an administrative grace period to be determined by Verizon Wireless after the effective date of the Agreement to activate the number of Qualifying Lines necessary to achieve its Attainment Tier, provided that at no time shall Customer's active lines of service be less than five (5). At the conclusion of the grace period, Verizon Wireless will determine the number of active Qualifying Lines of service and the Attainment Tier achieved by the Customer. If the Customer fails to achieve and maintain its Attainment Tier during the initial grace period and/or fails to maintain its Attainment Tier at any time during the Term of this Agreement, Customer understands that it will be moved to the appropriate (lower) discount tier based on Qualifying Lines and will be charged and will pay all rates, charges, taxes, and tolls for Services used by the Customer at the rate tier applicable to the Customer's actual number of active lines of service. Customer acknowledges that if at any time it fails to keep activated and maintain five (5) Customer Lines, Verizon Wireless may migrate Customer's Services to other standard calling plan(s) for which Customer qualifies, eliminate any access discounts, and discontinue other services and features available only to Major Accounts. In that event Customer will be liable for all rates, charges, taxes and tolls applicable to the new calling plan(s). Customer acknowledges that the pricing offered by Verizon Wireless under this Agreement was based on the Customer achieving and maintaining at least five (5) Qualifying Lines.

1.3 **Quarterly Reviews.** If Verizon Wireless determines that during any quarter after the initial grace period Customer has exceeded its Attainment Tier for at least two (2) consecutive months, Verizon Wireless shall notify Customer that it is eligible for an access discount associated with an Attainment Tier higher than the one originally selected. If Customer elects to move to such Attainment Tier, Customer shall notify Verizon Wireless in writing of its intent to do so. Upon receipt of such notice, Verizon Wireless shall thereafter charge, and Customer shall pay, all rates, charges, taxes and tolls for Services at the new Attainment Tier. Customer acknowledges and accepts that it may take up to thirty (30) days to move Customer's Services to the new Attainment Tier and that any change in Attainment Tier shall not result in any retroactive discounts or credits.

2. Charges for Services.

2.1 **Right to Change Services and Rates.** Applicable rates and charges are provided in the Materials applicable to the Calling Plans and service options and features selected by Customer. Customer agrees that Verizon Wireless shall have the right to change Calling Plans, home airtime rate areas, other rates and charges, features, and optional and ancillary services at any time after first giving the Customer sixty (60) days written notice of the change.

2.2 **Separate and Cumulative Charges.** Except as otherwise provided in this Agreement, the Customer acknowledges that any wireless transmission or call may incur a number of separate and cumulative charges depending on the applicable Calling Plan, including charges for any or all of the following: airtime; landline, long distance, regional services; roaming for calls made outside the Customer's home airtime rate area ("roaming"); tolls, taxes, surcharges, assessments, government fees; and/or enhanced or special options, services or features (e.g., operator assistance, calls to obtain time or weather information, calling card calls, call forwarding, and automatic call delivery). Charges for calls start when the Customer first presses "SEND" on a wireless phone and end several seconds after the Customer presses "END," or after the call otherwise disconnects. Verizon Wireless does not bill for attempted calls that do not connect. When roaming, some or all of these charges may be set by a company other than Verizon Wireless. Usage on each call is rounded up to the next minute for billing purposes.

2.3 **Taxes:** If any federal, state or local government tax, fee, duty, surcharge (including any 911/911, telecommunications relay service, or universal service fund surcharge), or other tax-like charge (including any customary surcharge intended to allow Verizon Wireless to recover a tax or other governmental expense incurred by it) (collectively and severally, "Taxes") is required or permitted by applicable law to be collected from the Customer by Verizon Wireless, then (a) Verizon Wireless shall bill Customer for such Taxes and (b) Customer shall timely remit such Taxes to Verizon Wireless, and (c) Verizon Wireless shall, where applicable, remit such collected Taxes to the appropriate taxing authority.

2.4 **Regional, Long Distance, and Roaming Charges.** Charges for calls made within the local or regional home airtime rate areas, for long distance calls made to locations outside the local airtime rate area, and for roaming calls made outside the home airtime rate area are provided in the Calling Plan Materials. Long distance and regional rates are based on the user's location at the start of the call, even though the user may move during the duration of the call. Rates, including long distance rates, may vary for calls placed while roaming. Roaming availability may be restricted in certain areas. Customer understands that in some markets roaming charges may be delayed and appear on the bill, and be counted against the monthly airtime allowance, for a month later than the month in which the calls were placed. In other markets, roaming minutes will be deducted from the minutes remaining from the allowance for the month in which the calls were made, and if those calls incurred additional charges, they will appear on a later bill.

3. **Deposits.** Verizon Wireless may in its sole discretion require Customer to make a suitable deposit to be held by Verizon Wireless as a guarantee of the payment of charges. Any deposit shall not relieve Customer from paying its bills for service promptly nor constitute a waiver or modification of the provision of this Agreement permitting the discontinuance of service for non-payment of bills due.

4. Customer Billing and Payments.

4.1 **General.** Customer's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Services. Monthly access and optional feature charges are generally billed in advance, and airtime usage charges are usually billed in arrears.

4.2 **Monthly Bills.** Verizon Wireless will bill the Customer on a monthly basis for the Services provided under this Agreement to Customer and users obtaining access to the Services through Customer and for any applicable taxes, tolls, or other fees or charges. Monthly billing periods may vary in length and do not necessarily correspond to calendar months. Verizon Wireless reserves the right to change the billing period and/or procedures at any time upon notice to the Customer. Customer agrees to pay all undisputed charges within thirty (30) days of receipt of each bill. Payments received after the due date shall incur a late payment fee as determined by Verizon Wireless. Payments for Services shall be sent to the address designated by Verizon Wireless. If payment made by a check or similar negotiable instrument is returned by a bank for any reason, then Customer will pay a returned check charge reasonably determined by Verizon Wireless. Customer will also pay any and all costs, fees, and expenses incurred by Verizon Wireless to collect any charges from Customer, including without limitation all court costs, and attorneys' and collection agency fees and commissions.

4.3 **Major Account Consolidation Program ("MACP").** If Customer becomes eligible for and requests and Verizon Wireless agrees, Verizon Wireless will coordinate and provide Customer with consolidated monthly reports of account usage, and provide Customer with one monthly consolidated bill, for all Customer Lines and Services, including services provided to Customer by other carriers while roaming on their networks. If necessary, Customer will execute a letter on Customer's letterhead authorizing Verizon Wireless to act on its behalf for presentation to such other carriers. If Customer requests that its bills be sorted in any particular way, Verizon Wireless will determine in its sole discretion its ability and willingness to provide the customized billing requested by Customer and inform Customer of any additional charges associated with providing customized billing services ("Customized Billing Charges"). Customized billing services will be provided to the Customer if Verizon Wireless and Customer agree on customized billing procedures and Customized Billing Charges.

4.4 Internet Billing Analysis System.

4.4.1 **iBAS Billing.** Customer may become eligible to receive information and reports on account usage and billing by means of the Internet Billing Analysis System ("iBAS"), subject to the terms and conditions posted on the iBAS website. In that event, within ninety (90) days of initial setup and sixty (60) days of the end of each monthly billing cycle, Verizon Wireless will consolidate Customer's Services usage information in the iBAS format. After registering a user name and password, Customer's authorized users may use the reporting and features available from iBAS. Customer shall not permit any third parties to use any user name or pass-

word assigned to Customer for any reason whatsoever and will take all appropriate and reasonable actions necessary to maintain the confidentiality of IBAS and the information contained in IBAS.

4.4.2 Verizon Wireless Property. Verizon Wireless remains the owner or licensee of all copyrights, trademarks, service marks, and any other intellectual property or other right relating to the Verizon Wireless pages on the IBAS website other than information proprietary to the Customer.

4.4.3 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, Customer assumes all risk and liability attendant to or arising out of its use of IBAS, and in no event shall Verizon Wireless be liable for any claims or damages related to, or arising or resulting from, Customer's use of or reliance on IBAS, any unauthorized access to the IBAS, any virus, corruption, security breach, disruption or disbursement related to IBAS.

4.5 Credit Reporting. Customer expressly consents and grants Verizon Wireless permission to release information about Verizon Wireless' credit experience and history with Customer to any consumer or commercial credit reporting agency selected by Verizon Wireless, including TRW, Equifax, Trans Union or TeleCheck.

5. Availability of Service. Customer acknowledges that the Services are only available in areas within the operating range of the wireless systems and equipment available to Verizon Wireless customers and that the Services use radio technologies and are subject to transmission and service area limitations and interruptions, caused by atmospheric, topographical, or environmental conditions, cell site availability, customer equipment or its installation, governmental regulations, system limitations, maintenance, or modifications, or other conditions or activities affecting operation of the Services. If an answered call in the local home airtime rate area is disconnected because of interference and the call is redialed by the Customer within five (5) minutes of being disconnected, the Customer may receive a one-minute credit. In some areas, the credit is applied automatically to the Customer's bill. Because of billing system differences in other areas, the Customer must call Verizon Wireless to receive the credit. To receive credit, Customer must notify Verizon Wireless within thirty (30) days after the call is disconnected by calling an airtime-free 800 number that will be provided to Customer. If Customer's Service is unavailable in Verizon Wireless' service area for more than 24 continuous hours due to Verizon Wireless' fault, Verizon Wireless will give Customer a pro rata daily credit for the period Customer is without Service up to the amount of the affected Customer Line's monthly access charge. To receive credit Customer must notify Verizon Wireless within ninety (90) days after the first bill is received for the period during which the interruption started.

6. Equipment. When Customer orders Equipment through Verizon Wireless, Customer shall be charged and shall pay the cost, applicable taxes, and shipping expenses identified on the invoice for such Equipment. At the Customer's request, Equipment shall be shipped FOB to the location(s) specified by Customer. Risk of loss shall pass to Customer upon shipment to Customer's designated location(s), and title shall pass to the Customer upon receipt of full payment. If Customer fails to return any Equipment within fifteen (15) days of delivery, the Equipment will be considered to have been accepted by the Customer. Once Equipment has been accepted, such acceptance shall be deemed a complete discharge of all of Verizon Wireless' obligations with respect to such Equipment, and after acceptance Customer shall have no remedy against Verizon Wireless with respect to such Equipment, nor the right to revoke such acceptance for any reason. Customer shall have the right to use its own equipment to use the Services, provided the Customer's equipment is compatible with and can be authenticated on Verizon Wireless' network.

7. Term of Service; Early Termination Fee. The term of service for each Customer Line will begin on the date service is activated on that Customer Line and will continue for term selected by the Customer for that Customer Line (not less than one (1) year) ("Customer Line Term"). Customer will pay an early termination fee of up to one hundred and seventy-five dollars (\$175.00) for each Customer Line activated under this Agreement that is terminated prior the expiration of the applicable Customer Line Term.

8. Customer's Wireless Phone Numbers. Verizon Wireless will assign one mobile identification or wireless telephone number ("MIN(s)") to each Customer Line. Each Customer Line and MIN will be assigned and used by only one wireless telephone. Customer agrees that it does not have any property right in the MIN or in the personal identification number ("PIN(s)") the Customer or Verizon Wireless may establish for each Customer Line. Whenever reasonably necessary, Verizon Wireless shall have the right to change, reassign, or eliminate a MIN or PIN upon reasonable notice to Customer. The Customer understands that a MIN may be displayed when a call is made to another party who uses caller identification services unless the caller dials *67 before each call or orders call blocking for the Customer Line (where available).

9. Purchases by Affiliates and Subsidiaries. Customer's parent, affiliated and subsidiary companies ("Customer's Affiliates") shall have the opportunity to purchase Services and Equipment under this Agreement, provided, however, that (1) Customer will guarantee, be responsible for, and pay all charges for Services and Equipment ordered by any of its affiliates, if not timely paid by any affiliate, (2) each such affiliate is approved by Verizon Wireless, and (3) each such affiliate separately agrees in writing to be responsible for and pay all charges for Services and Equipment ordered by it and to be bound by the terms and conditions of this Agreement.

10. Employee Program. At the Customer's election, Customer's employees may obtain wireless telephone and other services from Verizon Wireless for their personal use at the rates, in the locations, and under the terms and conditions offered by Verizon Wireless, provided each such employee enters into an agreement with Verizon Wireless for such services for a minimum one (1) year term ("Employee Subscribers"). Provided Customer activates and maintains not less than one hundred (100) lines of wireless services, Employee Subscribers will be entitled to the rates and discounts applicable to Customer's Lines and all active Employee Subscriber lines shall be counted toward the Customer's Attainment Tier. Upon Verizon Wireless' request, Customer will confirm the employment status of persons identified by Verizon Wireless for the purposes of this Agreement.

11. Extranet Ordering. If Customer becomes eligible for and requests and Verizon Wireless agrees, Verizon Wireless shall develop and make available an extranet ordering capability to be used by the Customer and its employees, if applicable, as is more fully described in the attached Customer Extranet Service Agreement. Verizon Wireless shall notify Customer of the date the Extranet will be available.

12. Stolen or Tampered Wireless Phone Equipment. If a Customer wireless phone or other Equipment is stolen or tampered with, Customer shall notify Verizon Wireless and provide Verizon Wireless with any documentation (such as a police report) that may be requested. After receiving Customer's notification, Verizon Wireless will suspend service for up to thirty (30) days from receipt of Customer's notice, or until Customer replaces or recovers the wireless phone, whichever comes first. The time of any suspension will not be counted toward satisfying the Customer Line Term. Until notification is received, Customer will be responsible for all charges incurred by the MIN. If Verizon Wireless believes Customer's service is being misused or used for unlawful activity, or if Verizon Wireless believes a Customer's Wireless Phone or MIN has been stolen or tampered with, Verizon Wireless may restrict the service of such Customer Line and notify Customer of its actions.

13. Service or Line Restrictions. Under no circumstances may Customer resell or otherwise share wireless services provided to it under this Agreement with any third party without Verizon Wireless' prior written permission. Verizon Wireless reserves the right to interrupt service at any time without notice and require accelerated interim payments in the event that (1) Verizon Wireless deems Customer's usage unusual or excessive in relation to Customer's security deposit, credit limit, and/or normal usage patterns, as Verizon Wireless may determine in its sole discretion from time to time, (2) Customer submits a check to Verizon Wireless in payment of Customer's account that is determined by Verizon Wireless to be an "NSI" (non-sufficient funds) check, or (3) other substantially similar circumstances arise that cause Verizon Wireless in its reasonable judgment to believe that Customer's ability to pay its financial obligations to Verizon Wireless is in jeopardy.

14. Privacy. Customer understands and acknowledges that voice and data communications transmitted over wireless systems may not be completely private and agrees that Verizon Wireless shall have no liability whatsoever arising from any lack or breach of Customer's privacy. Customer also consents to Verizon Wireless monitoring and/or recording Customer's calls to Verizon Wireless for quality assurance purposes.

15. Abuse and Fraudulent Use. Customer shall not use, or permit the use, any of the Services (1) to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of the day or in any manner so as to annoy, abuse, threaten, or harass, (2) for any purpose in violation of law, or (3) in any manner that interferes unreasonably with the use of wireless service by other customers or interferes with Verizon Wireless' reasonable ability to provide service to others.

16. Termination.

16.1 By Verizon Wireless. Upon non-payment of any sum due to Verizon Wireless for Services, or upon any violation of this Agreement, laws, rules or regulations governing the use of the Services, Verizon Wireless shall have the right to refuse, reduce or temporarily or permanently terminate any and all Services to Customer by giving notice in writing (which notice shall be deemed given five (5) days after it is placed in the U.S. mail addressed to Customer's last known address, or earlier if Customer files for, or is compelled to seek, bankruptcy protection) without incurring any liability. In addition, service may be refused, reduced or tem-

porarily or permanently terminated by Verizon Wireless without notice and without incurring any liability if (a) Verizon Wireless has not received and posted Customer's first payment by the due date on Customer's first bill, or (b) Verizon Wireless is informed that service is being used by Customer in a manner that might adversely affect Verizon Wireless' service to others, or (c) Verizon Wireless receives from a law enforcement agency a written finding, signed by a magistrate, that probable cause exists to believe (i) that Customer has used or will use service in violation of or to violate the law, and (ii) that the character of Customer's use of service is such that immediate action is required to protect the public's health, safety or welfare, or (d) any equipment serial number/MIN combination used by Customer is determined by Verizon Wireless to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of service, or (e) Verizon Wireless is requested by a customer or by another service provider to deny service to a mobile telephone reported to be lost or stolen or requested by another service provider to deny service to a wireless user determined to be associated or potentially associated with the fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges, or (f) Verizon Wireless determines that Customer's application for service included information that was fraudulent, false or incomplete.

16.2 Bankruptcy. If Customer suspends payment to its creditors or is generally unable to pay its debts as and when they fall due or makes an assignment for the benefit of creditors, admits in writing an inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files a petition seeking for itself a reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it shall take any action designed to obtain its dissolution or liquidation, or within thirty (30) days after the commencement of any proceedings against it seeking reorganization, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or regulation, fail to have such proceeding dismissed, or if within thirty (30) days after the appointment, without the party's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties such appointment shall not be vacated, Verizon Wireless may terminate this Agreement upon ten (10) days' written notice.

16.3 Surviving Provisions. The following provisions of this Agreement will survive termination: 7, 17, 18, and 20.

17. WARRANTIES; LIABILITY.

17.1 NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE WIRELESS TELEPHONE UNITS ("WIRELESS PHONE(S)"), AND CUSTOMER AGREES THAT VERIZON WIRELESS HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE WIRELESS PHONES. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE WIRELESS PHONES "AS IS." VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE WIRELESS PHONES, OR BY THE USER OR MANUFACTURER OF THE WIRELESS PHONES, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE WIRELESS PHONES, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY VERIZON WIRELESS' WILLFUL MISCONDUCT. VERIZON WIRELESS AGREES TO ASSIGN TO CUSTOMER ANY OF MANUFACTURERS' CONSUMER WARRANTIES RECEIVED BY VERIZON WIRELESS WITH RESPECT TO THE WIRELESS PHONES. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE WIRELESS PHONES WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT.

17.2 Limitation of Liability. Verizon Wireless shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the Services, the Wireless Phones or related equipment, iBAS, any defect in the Services or Equipment, or the installation, repair or maintenance of the Services or Equipment by any parties who are not employees of Verizon Wireless, subcontractors of Verizon Wireless, or otherwise acting on Verizon Wireless' behalf. Verizon Wireless' performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Verizon Wireless' reasonable control. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR CUSTOMER'S INABILITY TO ACCESS 911 OR E911 SERVICE.**

17.3 Intellectual Property. Verizon Wireless shall have no liability for any patent, copyright or trade secret or a violation of any federal or other license or franchise required to be maintained in order to provide wireless services, any infringement arising out of or resulting from (a) the use of the Services, Equipment, or Wireless Phones in combination with any other product not supplied or approved by Verizon Wireless, or (b) modification of the Services, Equipment, or Wireless Phones by, or on behalf of, Customer, or (c) where Customer continues the allegedly infringing activity after being notified thereof or after being informed and provided with a modification that would have avoided the alleged infringement, or (d) to the extent a claim arises from any instruction, information, design or other materials furnished by, or on behalf of, Customer.

17.4 Customer Liability. Customer shall defend, indemnify, and save harmless Verizon Wireless and its successors, assigns, employees, and agents and their heirs, legal representatives and assigns from any and all claims or demands whatsoever, including claims for bodily injury (including death) or damage to property (including theft), occasioned by or alleged to have been based upon the acts or omissions of Customer, its employees or persons furnished access to the Services, Equipment or iBAS by the Customer, including the costs, expenses, and reasonable attorney's fees incurred on account thereof.

18. Resolution of Disputes/Arbitration.

18.1 The parties agree to attempt to settle any dispute arising out of this Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation. Accordingly, if the parties have a dispute, the parties agree to meet to try to resolve the dispute within fourteen (14) days after one party delivers a written request for a meeting to the other party. If after such meeting, the parties have not succeeded in negotiating a resolution of the dispute within a reasonable time, then either party may commence arbitration as provided herein by delivering a written demand for arbitration to the other party, except as is otherwise expressly provided for in this Agreement.

18.2 If either party commences arbitration in the manner described above, the dispute will be subject to expedited, binding arbitration before one (1) independent arbitrator familiar with the wireless telecommunications industry. Such arbitration shall be held in Los Angeles, California, pursuant to the Wireless Industry Arbitration ("WIA") rules in effect at the time of the dispute, as modified by this Agreement and administered by the American Arbitration Association ("AAA"). The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within fourteen (14) days after the date of the notice referred to above, the selection shall be made by AAA pursuant to the AAA Rules.

18.3 Any award rendered by the arbitrator shall be conclusive and binding upon the parties; provided, however, that any such award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. The arbitrator shall have the authority to require the submission (at hearing or otherwise) of such documents, information, testimony, and other items as the arbitrator may deem necessary to make a fair and reasonable decision. In all arbitrations, the arbitrator will decide whether or not an issue is arbitrable. The arbitrator shall have no authority to award relief in excess of what is permitted by this Agreement. The findings of the arbitrator may not change the express terms of this Agreement and shall be consistent with the arbitrator's understanding of the findings that a court of proper jurisdiction would make in applying the applicable law to the facts underlying the dispute.

18.4 This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator shall be final and binding with no right of appeal. Each party shall pay its own expenses of arbitration, and the expense of the arbitrator shall be shared equally; provided, however, that if in the opinion of the arbitrator any party's delay in the arbitration process was unreasonable, the arbitrator may assess, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator against the party causing such unreasonable delay as part of the award. **THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES.**

18.5 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 18 are pending. The parties will take such actions, if any, required to effectuate such tolling. The parties will not be prohibited from seeking injunctive relief to preserve the status quo pending resolution under this provision. The arbitration shall be governed by the United States Arbitration Act, 9 USC §§1-16, as amended. In the event of any conflict between the United States Arbitration Act and the WIA rules in effect at the time of the dispute, as modified by this Agreement and administered by the AAA, the WIA rules shall govern.

18.6 **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, CUSTOMER HEREBY WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST VERIZON WIRELESS, OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be dismissed, stayed or severed. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed. Procedurally, no arbitrator may order consolidation or class arbitration. In a Large/Complex Case arbitration, the arbitrators must apply the rules of evidence that would apply had the arbitration been commenced in a court having jurisdiction in the place of the arbitration (this means a federal court, if a federal court would have had jurisdiction, and otherwise the appropriate state court). In a Large/Complex Case arbitration, the losing party may have the award reviewed by a review panel of three (3) arbitrators.

18.7 **ALL DISCUSSIONS AND DOCUMENTS PREPARED PURSUANT TO ANY ATTEMPT TO RESOLVE A DISPUTE UNDER THIS PROVISION ARE CONFIDENTIAL AND FOR SETTLEMENT PURPOSES ONLY AND SHALL NOT BE ADMITTED IN ANY COURT OR OTHER FORUM AS AN ADMISSION OR OTHERWISE AGAINST A PARTY FOR ANY PURPOSE, INCLUDING THE APPLICABILITY OF FEDERAL AND STATE COURT RULES, EXCEPT TO ENFORCE AN ARBITRATION AWARD UNDER THIS SECTION.**

18.8 If for any reason the provisions of this Agreement requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted other than as contemplated by these provisions, each party waives any right it may have to trial by jury and consents to the bringing of such action in a court of competent jurisdiction in Los Angeles, California.

19. **Assignment.** Verizon Wireless may assign, in whole or in part, its rights or duties under this Agreement to any assignee with the financial and operational capabilities to perform this Agreement and agreeing to assume and fully discharge all of the duties and further obligations of Verizon Wireless arising under this Agreement. Customer may assign this Agreement to an affiliated entity with the prior written consent of Verizon Wireless. Subject to these restrictions, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective parties.

20. **Confidential Information.**

20.1 Both parties shall hold in strictest confidence information provided to one party by the other party that is marked confidential or proprietary ("Confidential Information") for a period of two years following the expiration or termination of this Agreement. Neither party shall disclose or make Confidential Information available to any third party in any form or use Confidential Information for any purpose other than as specified in this Agreement. Both parties shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents (who have access to the Confidential Information because of and only on a need-to-know basis) in violation of any provision of this Agreement.

20.2 The foregoing shall not prevent either party from disclosing Confidential Information which: (a) is or becomes publicly available through no act or omission of the disclosing party; (b) was in lawful possession of the disclosing party prior to such access to or the disclosure of same and had not been obtained by the disclosing party either directly or indirectly from the other party, all of which is so documented by the disclosing party; (c) is lawfully disclosed to the disclosing party by a third party without restriction on such disclosure; (d) is required to be disclosed pursuant to subpoena or other legal process, provided, however, that the disclosing party first provides written notice to other party of the request; (e) is approved by the other party for disclosure; or (f) with respect to information that is the same as or substantially identical to the Confidential Information, is independently developed and is so documented by disclosing party.

20.3 The parties acknowledge that either would suffer irreparable damage in the event of any material breach of the provisions of this disclosure. Accordingly, in such event, the party whose Confidential Information is disclosed would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against breach or threatened breach of this section.

21. **Notices.** Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by (a) registered or certified mail, postage prepaid, in any post office in the United States; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt.

If to Customer, to its designated representative at the address provided on the cover page of this Agreement.

If to Verizon Wireless:
Area General Counsel
Verizon Wireless
Legal Department
15505 Sand Canyon Avenue
Irvine, CA 92618

22. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of its invalidity or unenforceability, and the remainder of such provision or the remaining provisions of this Agreement shall remain in full force and effect; provided that in the event any material provisions hereof are held invalid or unenforceable, then this Agreement shall terminate at the sole option of either party. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and both parties agree to automatically incorporate such reforms in this Agreement.

23. **Authority.** The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.

24. **Reservation of Rights.** Either party's waiver of any of its remedies for a breach by the other party is without prejudice and shall not operate to waive any other remedies available to it, nor shall such waiver operate to waive the other party's rights to any remedies for a future breach, whether of a like or different character.

25. **Entire Agreement.** This Agreement, together with the Exhibits and other documents specifically referenced in this Agreement, contains the full and complete understanding between the Parties, supercedes all prior agreements and understandings, whether written or oral pertaining to the Services and cannot be modified except by a written instrument signed by both parties. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default under this Agreement be construed as a waiver of any other default.

26. **Governing Law.** This Agreement shall be governed by the law of the State of New York regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction.