

Wireless 5G Trial Participant Agreement

Terms and Conditions

Verizon Wireless is conducting a trial (**Trial**) of the delivery of broadband Internet service to homes and small businesses using advanced 5G wireless technology (**Service**). The terms and conditions in this Wireless 5G Trial Participant Agreement (**Agreement**) govern your rights and responsibilities as a Trial participant. In order to participate in the Verizon Wireless 5G Trial, you must first agree to these terms and conditions. These terms (**Terms**) contain important information such as the data that will be collected as part of the Trial, the service parameters, and other information about your rights and obligations as a Trial participant. You may wish to print or save this document so you can refer to it later. These Terms will also be available through the Trial website.

1. Trial Rights and Obligations

- a. In this Agreement, the words “You” and “Your” include you and any other person that you allow to use the Service. The words “We,” “Us” and “Our” refer to Cellco Partnership, doing business as Verizon Wireless, and Our authorized vendors, equipment suppliers and contractors who are involved in the Trial, and do not include You.
- b. We will not charge You a fee to use the Service during the Trial. You are responsible for taxes, if any, applicable to Your participation in the Trial.
- c. You will allow Us or Our authorized installation agent(s) (at reasonable times) access to your home and property for the purposes of installing, testing, maintaining or servicing the equipment used in connection with the Trial (**Trial Equipment**). If the Trial Equipment is configured for self-installation, You agree to unpack, install, and turn-on the equipment following simple instructions that We will provide to You. The Trial Equipment is about the size of a desktop computer or video cassette recorder and includes a 4K Smart TV. The 4K Smart TV has various pre-installed applications to access Internet services and will be configured to work only on the 5G network during the Trial (once the Trial is over, if You qualify to keep the 4K Smart TV it may be used on any network). The 4K Smart TV needs to remain connected to the 5G network for the duration of the trial. We will install the 4K Smart TV on a flat surface (e.g. table, desk, TV console). Our installation agents will not wall mount the unit and will not connect it to existing entertainment systems. We will only provide customer support to troubleshoot connectivity from the 4K Smart TV to the 5G network (we are not responsible for connectivity issues to access vendor applications). The 4K Smart TV comes with pre-loaded applications that require a subscription such as Netflix, Hulu, etc. You are not required to access content from these services

during the Trial. If You would like to access content from these subscription services You would need to enroll in Your own subscription and You agree that You will be responsible for incurring any and all subscription costs during the Trial. Please refer to the “Verizon 5G Wireless Internet Trial Frequently Asked Questions” for more information.

- d. You agree to use the 5G Service on the 4K Smart TV for a minimum of 10 hours each week to video stream 4K content as well as other streaming services.
- e. You can use the 5G Service as much as You want for your household or, if You are a small business, Your business’s end-user broadband Internet access needs. This includes web surfing, sending email, social media, watching streaming video, online gaming, and other such end-user activities. You may not resell the Service or use it to support web hosting, servers, or other types of online services. All use of the Service must comply with applicable law and cannot involve sending bulk mail or engaging in any activity that would violate network security.
- f. If the Service is not working, please contact Us using the Trial website or the toll-free number that was provided to you in the original invitation and in the documentation that was provided with the Trial Equipment.
- g. You must take care of the Trial Equipment using a reasonable degree of care following the instructions in the Trial Equipment user’s guide. The equipment must be located in your home or office (Test Location) and placed near appropriate sources of electrical power and a window. For some installations, two or three electrical outlets may be required. You agree to keep the equipment plugged in and to bear the cost of electricity to power the equipment. It is important the Trial Equipment and 4K Smart TV are located on flat surfaces (table, countertop, desktop, etc.) and have plenty of air circulation. You agree to keep the small antenna appropriately positioned in the location where it was installed. If You plan to be away for an extended period of time and want to turn off the Trial Equipment and the 4K Smart TV while You are away, please contact Trial Support so that We are aware that the Trial Equipment and the 4K Smart TV will be powered down for an extended period of time.
- h. You agree not to remove the Trial Equipment and the 4K Smart TV from the Test Location. You may not transfer, give, or lend the Trial Equipment or the 4K Smart TV to anyone else.
- i. The Trial Equipment may only be used for the Trial and not for any other purpose. You agree not to, and not to attempt or allow others to, disassemble or reverse-engineer any of the Trial Equipment or translate, copy, adapt, vary or alter any

of the software. You agree not to sell or give-away the Trial Equipment and the 4K Smart TV, and agree to return the Trial Equipment to Us at the end of the Trial. Upon the end of the Trial, and if the 4K Smart TV has been used a minimum of 10 hours per week during the trial, You may keep the 4K Smart TV.

- j. You agree that We own all intellectual property rights associated with the Trial Equipment and the Trial including all Trial test results. Intellectual property rights means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- k. You agree to notify Trial Support of any change in your contact information such as an email address or phone number that You provided so We can communicate with You about the Trial, and if You otherwise want to stop participating in the Trial (for example, if you are moving or simply want to stop participating in the Trial).
- l. You understand and agree that the strict confidentiality of the Trial is extremely important to Us and that by agreeing to participate in the Trial, You agree to keep all information regarding the Trial, the Service, the Trial Equipment and any related services strictly confidential. For example, You agree to keep the fact that You are participating in the Trial confidential, not to discuss any aspect of it with any media, and not to blog or tweet or make social-media postings about it; not to post or disseminate pictures of the Trial Equipment; and not to post, discuss, or otherwise publish or distribute any information, explanations, depictions, or other descriptions of any aspect of the Trial, Your participation in it, or the features, functions, attributes, or performance of the Service.
- m. You agree to participate in surveys that We may conduct via email, phone call, online, or face-to-face (at a location convenient to You) about your experience in the Trial. The surveys will take place during or shortly after the end of the Trial. We will own, and be able to use at Our discretion, all information, surveys, testing results and feedback You provide relating to the Trial.
- n. You agree that if You violate the terms of this Trial Agreement or don't otherwise fully participate in the Trial (including completing surveys), We may withhold, or

seek return of, any financial incentive that was provided to You for Your participation (the **Gift Card and 4K Smart TV**).

- o. The Service provides access to the public Internet. You are responsible for Your or Your household's or office's use of the Internet and anything that happens to You while on the Internet. The Service does not provide data encryption or security or firewall or anti-virus or any other such features or functionality. You are solely responsible for maintaining the security of Your computer(s) and data, including without limitation, encryption of data and protection of Your IDs, password and personal and other data. The use of the Internet by children is Your responsibility.

2. Consent for Data Collection and Testing

- a. The Trial will result in Our collection of data on the performance of the Service and the uses that You make of it. The testing that We plan to conduct does not involve collecting or monitoring the contents of any of Your communications, such as the text of your emails or social media posts or online transactions. Rather, the testing We plan to conduct is limited to collecting and monitoring network data, such as the date and time of communications, the source and destination network addresses (IP addresses, MAC addresses), URLs, the size of the communications, the network protocol being used, the domain name of servers to whom the communications are directed, and other such network, routing, and performance-related data. However, it might become necessary when troubleshooting a Service issue to collect and use (but only for troubleshooting) data from the network that might include the contents of Your communications. In that case, with respect to any content that We obtain in such limited circumstances, We will keep it confidential, protect it from disclosure except to vendors working on our behalf, use it solely for the technical purpose of the Trial, and promptly destroy or delete it in a secure fashion from Our systems as soon as reasonably possible. By participating in the Trial, You are consenting to the data collection and monitoring of your use of the Service as described in this Agreement.
- b. You agree that We may contact you and arrange to send a technician to Your location to access the Trial Equipment if We determine that to be necessary for purposes of the Trial. Any such access would take place only during normal business hours or another mutually-convenient time, and would be scheduled with You in advance. You acknowledge that We may access the Trial Equipment remotely to run tests Ourselves and to retrieve information about the

performance of the Trial Equipment. It is possible that some of the tests We run using the Trial Equipment may diminish the performance of the Service during such testing.

3. Limitation of Liability and Disclaimer of Warranties

- a. This is a new Service and the Service and Trial Equipment are provided “as is.” We don’t make any warranties or guarantees with respect to how it will perform and whether or not it will be available. Any and all express and implied warranties including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed. The Service and its associated Trial Equipment may not work, or may not work with particular Internet applications, or may not work when, or the way in which, You want or need it to. In addition, the Service may be suspended or interrupted from time-to-time for maintenance, updating, or other activity, and We may not always provide notice of this. You should not use this Service or its associated Trial Equipment during the Trial for time-sensitive activities, like day trading in stocks, or for health or safety items like medical devices or alarm services that require Internet connectivity in a context in which You are not able to verify the existence and proper functioning of such connectivity, for example, during the night or while you are away from the device.
- b. You agree that Our liability to You, including any potential liability on the part of any of our employees, suppliers, contractors, or agents, is limited to \$100.00. You agree to indemnify and defend Verizon and its third party licensors, providers or suppliers (“Indemnitees”) and hold Indemnitees harmless from any damages, costs (including attorneys’ and experts’ fees) and liabilities incurred from any claim, lawsuit or cause of action of any sort arising from Your participation in the Trial, Your sharing of any product or service being tested with others, or breach of this Agreement.
- c. The Service uses wireless technology, and the limitation of liability in this section includes any liability for spectrum or radio interference caused by the Trial Equipment. If You suspect that the Trial Equipment is causing spectrum or radio interference in any respect, please turn it off (and unplug it) and call Trial Support.

4. Termination

- a. Our provision of the Service is being conducted under an experimental authorization from the Federal Communications Commission, and is for a limited time. We may terminate this Trial, or Your participation in it, in whole or in part

at any time. We will attempt to provide You with prompt notice of such termination. We may suspend Service at any time with or without notice. If possible, We will attempt to provide You with notice of any such suspension. If We end Your Trial participation earlier than expected You may keep the 4K Smart TV. If You opt out of the Trial participation at any time You will be required to return the 4K Smart TV back to Us.

- b. It is Our obligation to ensure that the Trial Equipment is retrieved from You by Us at the conclusion of the trial. At the end of the Trial, You must provide reasonable assistance in returning the Trial Equipment to us. This may include keeping the Trial Equipment indoors in a safe environment until Our technician can retrieve it, or packaging the Trial Equipment in accordance with Our reasonable instructions and delivering it to a carrier that We designate for return shipping. We will pay for the return postage.
- c. If You do not return the Trial Equipment to Us, or if it is returned to Us in a damaged fashion, normal wear and tear excepted, due to something You did or didn't do (like failing to package it in a reasonable way before returning it to us), or if You otherwise violate other provisions of this Agreement, You agree that We may withhold your Gift Card(s). In addition, We may try to recover the costs of the Trial Equipment. This paragraph does not limit Verizon's remedies, however, and We reserve all of our rights, including the rights to pursue any remedies to which We may be entitled under applicable law.

5. Other General Terms

- a. You acknowledge that you are eighteen (18) years of age or older and that You have the legal authority to enter into this Agreement. By accepting these Terms, You are agreeing that everyone in Your household or office that uses the Service will abide, and be bound, by these Terms and that You have the authority to accept these Terms on their behalf. You are also agreeing that you are signing this as an individual, and not as a representative of or on behalf of any public entity or government institution.
- b. If any of these Terms is found to be unlawful or otherwise not able to be enforced, the remaining Terms shall still remain in effect.
- c. Nothing in this Agreement is intended to constitute a partnership or joint venture of any sort between You and Us. You do not have authority to act on Our behalf or to bind Us in any way, nor does this Trial constitute an offer of employment or create an employee relationship between You and Us.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its choice of law principles. Any

and all disputes arising out of or in connection with this Agreement, or the performance or interpretation thereof shall be exclusively settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules").

- e. You acknowledge that the Trial is subject to U.S. export control laws and regulations. You represent that You are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and antiterrorism laws, regulations and lists. You will not use, export or allow a third party to use or export any product or service that is the subject of the Trial in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.