

VERIZON SIMPLE TECH PROGRAM TERMS OF SERVICE

Dear Named Participant,

Welcome to Simple Tech and thank you for agreeing to participate in our trial. Simple Tech provides expert support for office computers, laptops, servers, LANs, printers, scanners, card readers, wireless devices, business applications, communications systems and more.

Your service begins as soon as you receive an enrollment confirmation. You or your designated point of contact should receive this confirmation within the next 48 hours. In the event you do not receive this confirmation, please contact generic_email@verizon.com (TBD). Also we will be contacting you with a Welcome Call that will explain the features of the service and other information about the trial

Please review the “**Terms Regarding Your Participation in the Trial of Simple Tech Service**” set forth below. By using the Simple Tech service, you are agreeing to the terms of the Trial.

Thank you.

Terms Regarding Your Participation in the Trial of Simple Tech Service

By participating in the trial of Verizon’s Simple Tech Service (“Trial”), you accept the terms of this Trial Agreement as set forth below. Your use of the Simple Tech service is subject to these terms, including its LIMITATION OF LIABILITY PROVISIONS. If you are aware of any reason that would prevent you or your business from completing the Trial Agreement or do not agree with any terms below, please notify Verizon immediately and do not use Simple Tech service.

1. Your Participation: You voluntarily agree to take part in this Trial by utilizing the Simple Tech service and providing feedback as requested by Verizon during or after the Trial Period. Verizon will request feedback through Focus Groups/Surveys and other means as directed by Verizon. To participate in the Trial, you must be formally registered through a “Welcoming Call” to be hosted by Verizon or its vendor and provide certain basic information about you and your company. This information may be shared with Verizon’s affiliates and vendors (to which you consent) and will only be used to for purposes of the Trial Agreement. While your participation in this Trial does not obligate you to accept the Simple Tech Service from Verizon on a commercial basis following the Trial Period, you may do so if Verizon chooses to offer Simple Tech service commercially. You will be required to enter a new agreement for the Simple Tech service with Verizon and Verizon’s decision to provide the Simple Tech Service to the public is solely within its discretion.

2. Trial Period: The Trial Period is for three months, but is subject to change at the discretion of Verizon. Upon notice to you, Verizon may end the Trial and terminate this Trial Agreement at any time and for any reason.

3. Service Fees: Verizon will provide the Simple Tech Service at no additional charge during the Trial Period. The Simple Tech Service includes one on-site visit for installation and repair of a covered Simple Tech device, equipment or software. Any expenses that you may otherwise incur to participate in the Trial or to use the Simple Tech Service are solely your responsibility.

4. Access to Information. In certain instances, Simple Tech Service will allow technicians to remotely access your equipment for the purpose of troubleshooting or otherwise providing the Simple Tech Service (“Remote Session”). To enable the Remote Session, you may be required to run certain software applications on the equipment being accessed. (“Software”). The Software may include tools that allow Verizon or its vendors to access your equipment and any content stored thereon remotely. You agree to

comply with the terms applicable to the Software, and in the event of a conflict between those terms and these terms, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services. You consent to such access by Simple Tech technicians and the downloading of the Software. You also agree to manage and comply with any best practices related to information covered by regulations under the Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry (PCI) or other applicable laws. You acknowledge that Simple Tech provides no special provisions above and beyond normal technical support best practices that would address any industry specific information that may be deemed sensitive under these or other laws. As such, during the Remote Session you should ensure that any records containing personally identifiable, financial or health related data is not visible to the technician.

5. Backup of Software and Data. You are responsible for backing-up the software or data stored on your equipment being supported by Simple Tech in this Trial. Verizon is not responsible for any loss, alteration or corruption of any software or data, and Verizon may decline to continue with the Trial if it is determined that you have not taken appropriate back-up measures.

6. Service Performance and Warranty: VERIZON AND ITS VENDORS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SIMPLE TECH SERVICES PROVIDED TO YOU. VERIZON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE. VERIZON AND ITS VENDORS HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE TRIAL SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE SERVICE TO PERFORM WILL BE YOUR SOLE RESPONSIBILITY.

7. Liability Limitation: NEITHER VERIZON, NOR ANY OF ITS AFFILIATED COMPANIES OR VENDORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THIS TRIAL AGREEMENT OR OUT OF YOUR USE OF THE SIMPLE TECH SERVICE, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, OR LOSS OF DATA ARISING IN CONNECTION WITH THIS TRIAL AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF YOU KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. Title: All rights, title, and interest in equipment, software, facilities and documentation used by Verizon to provide the Simple Tech Service will remain vested in Verizon and/or its vendors. Verizon shall own and shall be free to use, without acknowledgment or compensation to you, any ideas, concepts, know-how or techniques contained in any suggestion or feedback you provide for any purpose whatsoever, including but not limited to incorporating your feedback in developing, improving, and marketing the Simple Tech Service or other products. You receive no ownership, license, or other interest in any intellectual property created or delivered by Verizon, whether in connection with its provision of Simple Tech Service or otherwise.

9. Confidentiality: You agree not to disclose any information concerning the Trial (or your evaluation of same) to any third party without Verizon's separate, prior written consent. Surveys completed by you during the course of the Trial or immediately following the completion of the Trial Period and your evaluation of the Simple Tech Service will be confidential and proprietary Verizon information that Verizon may use or share with vendors for the purpose of designing or improving its services to customers.

10. Compliance with Law. You agree to use the Simple Tech Service for business services only. You also agree to use the service only for lawful purposes and in compliance with all applicable laws, rules and regulations.

11. Other Terms. You and Verizon are independent contractors to one another, and nothing in this Trial Agreement creates an agency, partnership, joint venture or employee relationship between you and

Verizon. Verizon may assign this Trial Agreement or any of its rights hereunder to an affiliate. You may not assign this Trial Agreement without the prior written consent of Verizon. This Trial Agreement shall be governed by the laws of the State of New York without regard to its choice of law principles. This Trial Agreement supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. If any term of this Trial Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Trial Agreement. Any failure to enforce a right or term of this Trial Agreement shall not be deemed a waiver of that right or term. The Simple Tech Service only covers specified equipment, devices or software. A list of what is covered is set forth in Exhibit 1.

Exhibit 1

Remote Support

What is covered?

Simple Tech provides support for

- Common office devices: PCs, laptops, printers, scanners, card readers, wireless devices, USB devices, routers, jetpacks
- Common office software: operating systems, business applications (word processing, spreadsheets), financial applications (Quicken, Turbo Tax), browsers, email, desktop publishing, remote desktop control, web design
- Software updates and patches
- Security: basic security installation (network, endpoint, site)
- Office communication systems
- Non-Verizon jetpacks

What isn't covered?

Simple Tech does not include:

- Tier 1/2/3 help desk/troubleshooting for Verizon products
- Assistance with wireless coverage issues
- Modification of Original Equipment Manufacturer (OEM) software
- Installation of or assistance with third-party software or OEM drivers not supported by the device
- Installation of non-sanctioned applications
- Customer equipment that is part of core networking services (Frame Relay, SONET, Ethernet)
- Specialized business equipment such as X-ray machines, dental and medical equipment
- Specialized employee equipment and software such as personal medical devices
- Emergency communications equipment
- Loaner equipment
- Full installs of Windows OS, VPNs, email systems
- Proactive monitoring

Onsite Support *

• **WIRELESS NETWORK SETUP**

Install newly purchased wireless router, enable existing internet connection, connect PCs or devices, setup file and printer sharing on the included PC's or devices, map network drive, enable standard encryption and security features

• **NEW COMPUTER SETUP**

Set up newly purchased computer, install software application, connect existing wired peripheral devices connect to existing internet connection, configure existing email account

• **NETWORK PRINTER SETUP**

Setup and configure newly purchased, customer-supplied wired/wireless printer/scanner on an existing network, connect workstations

• **SOFTWARE SUITE INSTALLATION**

Verify compatibility, install licensed software application, apply updates, create shortcuts and verify functionality.

• **HARDWARE INSTALLATION**

Install and configure computer components

• **COMPUTER BACKUP / DATA TRANSFER**

Transfer data from computer to customer-supplied storage location or backup data from computer to customer-supplied storage location

• **OPERATING SYSTEM INSTALLATION**

Install new customer-provided Operating System software on existing PC, All-In-One or Laptop, install any critical updates, service packs or driver updates, connect existing wired peripheral devices enable existing internet connection, boot up and ensure system is functional

- Specialized software such as CAD, building control systems
- Managed hosting
- Enterprise-level network and security such as enterprise class routers, servers, WANs
- VPN set-up
- Billing inquiries

- **SOFTWARE DIAGNOSTIC AND REPAIR**

Software diagnostics on an existing Desktop/Laptop to determine a software problem or failure, including error messages, software conflicts, virus issues, spyware issues, or Operating System issues. This service includes the repair of software issues and conflicts, virus and spyware removal, and optimization and tuning to increase performance.

* For trial participants in Denver and Philadelphia, limited to a total of 4 hours