


THIRTIETH ADDENDUM
TO THE
NATIONAL AGENT AGREEMENT

This Addendum Number 30 (the "Addendum") is made and entered into between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, (hereinafter "Verizon Wireless") and Verizon Services Corporation (hereinafter "Agent") in order to amend the National Agent Agreement, dated March 1, 1996, (the "Agreement") as amended. Verizon Wireless and Agent may be referred to collectively as the "Parties," and singularly as a "Party."

1. A new Exhibit H entitled EQUIPMENT ORDERING TERM AND CONDITIONS in the form attached hereto shall be added to the Agreement.
2. To the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both Parties to the Agreement requires that the Agreement, this Addendum or any subsequent addendum filed with or approved by such regulatory agency before the Agreement or this Addendum may be effective, the Agreement or the Addendum shall not be effective in such state until the first business day after such approval or filing shall have occurred.
3. All other terms and conditions contained in the Agreement not specifically modified herein shall remain in full force and effect.
4. This Addendum shall be effective when executed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Thirtieth Addendum to the Agreement.

CELLCO PARTNERSHIP
dba Verizon Wireless

By: 
Name: Lowell McAdams
Title: EVP and Chief Operating Officer
Date: 11/16/05

VERIZON SERVICES CORPORATION


By: 
Name: GEORGE S. DOWELL
Title: VP- SUPPLY CHAIN SERVICES
Date: 11/30/05

EXHIBIT H

EQUIPMENT ORDERING TERMS AND CONDITIONS

Verizon Services desires to purchase Equipment on a non-exclusive basis from VZW. Verizon Services agrees that the Equipment being purchased is only for the purpose of resale by Verizon Services to consumers Activating VZW Service on VZW Facilities within the Area in which it acts as an agent for VZW. Except as set forth in this Exhibit, the defined terms used in this Exhibit shall include the definitions set forth in the Agreement.

This Exhibit sets forth the entire understanding between the parties with regard to the subject matter hereof, and all prior understandings with regard thereto, whether oral or written are merged herein. This Exhibit may not be modified except by a writing signed by the authorized representatives of each Party.

1. Definitions.

- **Activate** (including the correlative meanings of the terms "Activated", "Activating" or "Activation") means the assignment by VZW of a Number to the Equipment for use with the VZW Service.
- **Data Devices** shall mean wireless modems, (also known as PC cards), personal digital assistants ("PDAs"), pocket personal computers, network interface cards ("NIC"), Theras and other similar devices
- **Direct Distribution Channel** means the Direct Stores, or the VZW website, telemarketing or corporate or business-to-business channels.
- **Equipment** means mobile or portable telephone handsets, accessories and any other wireless or similar devices, used in conjunction with or in order to utilize VZW Service.
- **Facilities** means the equipment maintained, expanded, modified or replaced by VZW to provide VZW Service including, but not limited to, the telecommunications switching equipment and cell site transceiver equipment.
- **Locations** means Verizon Services retail locations in the Territory as provided in Exhibit B.
- **VZW** shall mean Verizon Wireless.
- **VZW Agent** shall mean any Entity that VZW has authorized to directly or indirectly market VZW Service on its behalf.
- **VZW Service(s)** means the Service offered by VZW in the Area which includes any and all voice or data service.

2. **Ordering and Acceptance.** Upon VZW receipt and acceptance of Verizon Services order, VZW shall use its reasonable efforts to deliver the Equipment to Verizon Services within ten (10) business days from VZW receipt of the order. The only effect of any terms and conditions contained in any order or any other form used by Verizon Services will be to request the time and place of delivery and the type and quantity of Equipment to be delivered, but they will not change or add to the terms of the order in any other way.

Verizon Services will restrict the issuance of orders on its behalf to only those persons authorized by Verizon Services to issue orders on Verizon Service behalf, and VZW may reasonably rely on the authority of any authorized person who executes an order on Verizon Service behalf.

Verizon Services will be responsible for payment for all Equipment ordered and delivered, even in the event of orders being processed by unauthorized persons.

If the required quantity of Equipment is not available, VZW will notify Verizon Services, and if Verizon Services wishes to order a lesser quantity, it must resubmit its order.

In the event of a shortage of Equipment, VZW may allocate its available Equipment among its Direct Distribution Channel, VZW Agents (including Verizon Services), other distributors and customers in such manner as it deems best. VZW reserves the right at any time to discontinue providing Equipment.

3. **Rejection of Purchase Order/Cancellation of Purchase Order.** VZW may accept or reject, in whole or in part, any order for Equipment. If VZW rejects an order for any reason, VZW will provide Verizon Services with a written notice of such rejection within a reasonable period of time.

Once an order is placed, Verizon Services may not cancel the order.

4. **New Equipment/Substitutions.** Equipment provided will be new unless otherwise agreed to by the parties in writing. VZW will not provide a substitute for any Equipment on any order, unless Verizon Services authorizes such substitution in writing.

5. **Price, Invoicing, Payment, Credit and Disputed Amounts.**

5.1 **Price.** The prices Verizon Services pays for Equipment shall be the then current VZW prices in effect at the time VZW accepts Verizon Services order.

5.3 **Invoicing.** VZW will invoice Verizon Services within three (3) business days of the date of each shipment.

5.2 **Payment/Credit.** Upon delivery of the Equipment, Verizon Services shall pay VZW in United States dollars by Cashier's Check, Money Order or Bank Check, the total purchase price of the Equipment in accordance with the agreed to payment terms of net thirty (30) days. Verizon Services may also make payment by electronic funds transfer to VZW if VZW offers such form of payment and Verizon Services has agreed to the terms of such transfer with VZW. When making payment, Verizon Services must reference the applicable invoice number.

5.3 **Credit Limit** In the event, Verizon Services exceeds its credit limit, as set by VZW in its sole discretion, or does not pay its bills in a timely manner, Verizon Wireless will not fulfill additional orders for Equipment. Verizon Services must be in good standing and below its credit limit for shipping to resume. In the event one of the parties believes there is a discrepancy in one of the invoices, the parties will work together to resolve the discrepancy.

5.4 **Credit Memos.** VZW shall issue approved credit memos to Verizon Services for all approved returns usually within thirty (30) days of receipt at VZW warehouse. Verizon Services shall not deduct the value of the return from its payment prior to receipt of the appropriate credit memo(s).

5.5 Price Protection. If VZW implements a general price decrease to similarly situated Agents for a specific model Equipment, VZW will credit Verizon Services Equipment account for such model of Equipment that were ordered and shipped to Verizon Services during the preceding fifteen (15) days. The credit shall be equal to the difference in the price invoiced and paid by Verizon Services to VZW for the specific model of Equipment and the new price VZW is charging for such model of Equipment (the "Credit"). VZW shall issue the Credit to Verizon Services Equipment account once a month for the preceding month's eligible price changes. Verizon Services shall not apply anticipated Credits against payments due prior to issuance by VZW.

6. Disputed Amounts. If Verizon Services disputes any amount due to VZW, Verizon Services will give VZW written notice of the disputed amount and a sufficiently detailed reason for the dispute within thirty (30) days of the date of the invoice at the following address:

20 Independence Blvd 4th Floor, Warren, NJ 07059
Attention: Corporate Billing – National Retailers

Verizon Services shall not set off or withhold any amount from VZW, including, without limitation, any disputed items.

7. Shipping

7.1 General. VZW will ship all freight on a pre-paid destination basis via ground transportation to the addresses to be provided by Verizon Services, provided that such addresses do not include any Locations. In the event Verizon Services requires a different method of shipment, Verizon Services will be responsible for the additional cost of the shipment. VZW will act in a commercially reasonable manner to ship Equipment in accordance with Verizon Services order. Upon delivery to Verizon Services designated shipping address, title and risk of loss to the Equipment passes to Verizon Services.

7.2 Packing. Each shipment of Equipment will be shipped with the purchase order number and quantity clearly marked and readable on the exterior, or enclosed in the interior of one box. Each shipment will include a packing slip, which will be attached to the exterior or enclosed in the interior of one box, and the box will be clearly marked with the notification "PACKING SLIP ENCLOSED."

7.3 Acceptance of Deliveries. All receipts will be considered as stated on the included packing slip. If Verizon Services receives a quantity of Equipment that differs from the quantity as reported on the packing slip, Verizon Services shall notify VZW of the discrepancy. Verizon Services will make the necessary receiving adjustments when proof of delivery warrants and shall present such proof to Verizon Services.

7.4 Over Shipments. If Verizon Services receives an over shipment of Equipment, Verizon Services will, within five (5) business days of receipt of the over shipment, notify VZW via email of the over shipment. Verizon Services will advise VZW if it intends to purchase or return the over shipped Equipment. If Verizon Services elects to return the excess Equipment to VZW, it must follow the return procedures set forth in Section 13 of this Exhibit and VZW will pay all reasonable

ground transportation freight charges. If Verizon Services fails to return the excess Equipment to VZW within ten (10) days of receipt of the over shipment, Verizon Services will be deemed to have purchased such excess Equipment and VZW will invoice Verizon Services for the over shipment and Verizon Services will be responsible for paying VZW the amount due for such Equipment.

7.5 Inspection. Verizon Services shall inspect a shipment promptly upon delivery. Verizon Services may reject Equipment on the basis of a sample inspection. Verizon Services should not refuse the shipment due to damage.

7.5.1 If Verizon Services receives a shipment with visible damage including tampered boxes (i.e., open and resealed), Verizon Services should notate the damage on the bill of Lading including details concerning the damage to the boxes/cartons, and notify VZW Corporate Billing of the discrepancy. For deliveries in which a Bill of Lading is not utilized, notify the driver and VZW Corporate Billing. Corporate Billing will inform Verizon Services of procedures to be followed to obtain an RMA in order to return the Equipment. Verizon Services should never refuse a shipment to do so may result in Verizon Services being billed for the Equipment, and not receiving credit for the return.

7.5.2 Any items rejected by Verizon Services must be returned to VZW within five (5) business days of the rejection date utilizing the return procedures found in Section 13 of this Exhibit. VZW will pay all reasonable ground transportation freight charges. If Verizon Services discovers any discrepancy between the Equipment listed on the bill of lading or through a physical count, Verizon Services must note the shortage on the bill of lading and notify VZW and provide supporting documentation within five (5) business days of the delivery. Upon receipt of the notice, VZW will investigate the identified shortage. In the event VZW confirms the shortage, VZW will notify the designated Verizon Services contact and issue a credit memo for the shortage.

7.6 Claims of Delivery. Verizon Services will accept proof of delivery based on quantity. If Verizon Services notifies VZW of non-delivery, VZW will present reasonable proof of delivery of the Equipment ordered by Verizon Services to Verizon Services within five (5) business days after notification to VZW.

8. NO WARRANTIES. VERIZON SERVICES ACKNOWLEDGES THAT VZW IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND VERIZON SERVICES AGREES THAT VZW HAS 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 EQUIPMENT. WITH RESPECT TO VZW, VERIZON SERVICES PURCHASES THE EQUIPMENT "AS IS". VZW SHALL NOT BE LIABLE TO VERIZON SERVICES FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY EQUIPMENT, OR BY THE USE OR MANUFACTURE THEREOF, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT THERETO. VZW SHALL NOT BE LIABLE TO VERIZON SERVICES FOR ANY LOSS DAMAGE OR EXPENSE OF ANY KIND OR NATURE FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. VERIZON SERVICES

ACKNOWLEDGES THAT DISSATISFACTION WITH THE EQUIPMENT WILL NOT RELIEVE VERIZON SERVICES OF ANY OBLIGATION UNDER THIS AGREEMENT.

9. **Consumer Warranty.** Where applicable, the Equipment manufacturer's consumer warranty will be contained in the Equipment package.

10. **Taxes.** Verizon Services shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar taxes applicable to the price, sale or delivery of any Equipment sold to Verizon Services hereunder unless Verizon Services furnishes VZW with a tax exemption certificate acceptable to the appropriate taxing authorities.

11. **Disclaimer.** IN NO EVENT SHALL VZW OR VERIZON SERVICES BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS ON ANY CLAIM OF ANY KIND RESULTING FROM ANY ORDER OF EQUIPMENT, OR FROM ANY PERFORMANCE, NONPERFORMANCE OR BREACH PERTAINING TO VERIZON SERVICES' ORDER OF EQUIPMENT UNDER THIS AGREEMENT.

12. **Force Majeure.** Neither Party shall be deemed to be in breach of this Agreement for failure to perform if such failure results from acts of God, fires, strikes, embargoes, war, insurrection, terrorist act, riot, explosion, earthquake, government action, epidemic and other causes beyond the reasonable control of a Party.

13. **VZW Return Policy and Procedures.** The following section discusses VZW return policy and provides the procedures to be followed to return Equipment to VZW that meets the requirements of one of the following three classifications of returns.

(a) Dead on Arrival ("DOA") – A wireless handset or Data Device purchased from VZW that meets all applicable DOA return criteria provided in Section 13.1 (out of box failures) or 13.1.2 (wireless handsets returned as defective after sale to end user).

(b) VZW initiated recall ("RCL") – any Equipment shipped from VZW that is later recalled.

(c) Wrong Equipment Shipped ("WPS") - any Equipment incorrectly shipped from VZW.

(d) All accessory and Prepay Card/PIN sales are final and cannot be returned to VZW unless such items are recalled or shipped incorrectly by VZW.

13.1 **DOA Return Criteria.** Wireless handsets that meet all the applicable return criteria in Section 13.1.1 and 13.1.2 and Data Devices that meet the criteria in Section 13.1.2 will be classified as DOA.

13.1.1 **Equipment Out of Box Failure Return Criteria**

- 1) "New" Equipment that exhibits immediate failure out of the box; and
- 2) The Equipment package is complete (no broken components) and in "like new" condition in its original box or packaging (no markings, writing, or stickers). UPC label must be present on the box or package; and

- 3) The Equipment has no missing or broken components, and
- 4) The Equipment has a verified failure that can be duplicated by VZW, and
- 5) The Equipment was shipped and Verizon Services received the Equipment within ninety (90) calendar days of receipt of Verizon Services RMA (VZW Indirect Agent DOA RMA Request form), and
- 6) Verizon Services return (RMA) request to VZW was made within ten (10) calendar days of Verizon Services discovery of the Equipment DOA condition, and
- 7) In the case of wireless handsets and for certain models of Data Devices, there is less than five (5) minutes on the non-resettable call timer.

13.1.2 Wireless Handsets That Are Defective After Sale to End User Criteria

- 1) Verizon Services must provide VZW with proof of purchase indicating that the original sale to the end user was completed within thirty (30) calendar days prior to the end user returning the wireless handset to Verizon Services as DOA. Proof of Purchase to end user is a copy of the customer's purchase receipt indicating the ESN of the handset to which the receipt applies, and
- 2) The wireless handset has less than five hundred (500) minutes on the non-resettable call timer, and
- 3) The wireless handset package is complete (no broken components) and in "like new" condition in its original box (no markings, writing, or stickers). UPC label must be present on the box, and
- 4) The wireless handset has no missing or broken components, and
- 5) The wireless handset has a verified failure that can be duplicated by VZW, and
- 6) The wireless handset shipped and Verizon Services received the wireless handset package within one-hundred twenty (120) calendar days of receipt of Verizon Services RMA (VZW Indirect Agent DOA RMA Request form), and
- 7) Verizon Services RMA request to VZW was made within ten (10) calendar days of Verizon Services discover of the wireless handset's DOA condition.

13.1.3 Wireless Handsets That Meet DOA Criteria Wireless handsets that meet the "Out of Box" or "If Defective After Sale to End User" criteria may be returned to VZW by utilizing the VZW returns website process set forth in Section 13.4.1, or through the manual RMA process set forth in Section 13.4.2.

13.1.4 Data Devices That Meet DOA Criteria

13.1.4.1 Data Devices that meet "Out of Box" failure criteria may be returned to VZW only through the manual RMA process set forth in Section 13.4.2.

13.1.4.2 If a Data Device unit sold to the end user becomes defective, the unit must be handled via the VZW Data Technical Support Team (WDTS).

The customer should be instructed to call the WDTS at 866-788-9387. WDTS will attempt to solve the Data Device issue with the customer. At any point in the trouble shooting process, if the Data Device is determined to be defective, the WDTS will order a Factory Replacement Units (FRU). The FRU unit will be sent to the customer via Direct Fulfillment from VZW within 24-48 hours for orders received by 4:00 PM CST.

13.1.5 If a wireless handset does not meet all of the criteria in either Section 13.1.1 or 13.1.2 or a Data Device does not meet all of the criteria in Section 13.1.2, it is not a DOA and should be addressed through the Original Equipment Manufacturer ("OEM") warranty. Wireless handsets/Data Devices sent as DOA that do not meet the DOA criteria will be returned as received at Verizon Services expense and no credit will be given. A sample RMA Rejection Form is provided in Section 13.4.9.

13.2 Recalled Equipment Return Criteria

VZW will notify Verizon Services regarding recalled Equipment via fax or e-mail. Recalls will only be initiated by VZW Inventory and Logistics Group located in VZW Headquarters.

13.3 Wrong Equipment Shipped Return Criteria

- 1) The Equipment was shipped in error by VZW.
- 2) Verizon Services notified VZW of the wrong shipment no more than three (3) business days after Verizon Services initial receipt of Equipment.
- 3) The Equipment package must be complete (no broken components) and in "like new" condition in its original box (no markings, writings or stickers and UPC label must be present on the box)
- 4) The Equipment package must be complete with all its associated accessories.

13.4 Return Procedures.

- 1) Agent shall not return any Equipment to the VZW warehouse without prior written authorization from VZW Reverse Logistics Department.
- 2) All Equipment returned to VZW must contain a RMA Form/Packing Slip, shipping carton, and a shipping label.
- 3) Verizon Services must obtain RMAs via the VZW Returns Website for all Equipment purchased via the VZW Ordering Website by following the procedures set forth in Section 13.4.1. If an RMA is required for VZW Equipment not purchased via the website, Verizon Services may obtain an RMA by following the manual procedures set forth in Section 13.4.2.
- 4) Verizon Services must obtain RMAs for Data Devices by following the manual procedures set forth in Section 13.4.2.

5) If an RMA request is approved, but the Equipment is not received from Verizon Services within one hundred eighty (180) days of the RMA approval date, the RMA request will be removed from the VZW system.

13.4.1 Return Procedures Utilizing the VZW Returns Website

13.4.1.1 DOA Returns To return DOA wireless handsets Verizon Services must do the following:

- a.) Ensure that Equipment meets all DOA criteria in Section 13.1.
- b.) Fully complete VZW Indirect Authorized Agent DOA RMA Request ("RMA") online form provided on the VZW Returns website.

(<https://IndirectOrders.VerizonWireless.com>)

c.) Fully complete the following fields on the RMA form for each wireless handset to be returned to VZW for credit:

- (1) Dymax Item Code (Equipment SKU)
- (2) Electronic Serial Number ("ESN") for wireless handsets or Data Devices
- (3) An explanation of the failure of the wireless handset or Data Device by selecting one of the options in the "Failure Description" drop down box.

d.) After entering all items onto the RMA form, press the "Submit Request" button for data validation. Errors encountered during the validation process will be displayed below the header section of the form. Use the Change and Delete buttons on the form to correct any errors; which may include, but are not limited to the following, invalid Dymax Item Code, ESN does not correspond to the Dymax Item Code, ESN already returned and/or ESN does not correspond to customer's number.

e.) Press the "Submit Request" button after all errors are corrected. Once all data is validated, an RMA Number and Date will be electronically assigned and printed on the RMA form.

f.) After the RMA Number electronically appears on the RMA form, Verizon Services **must** then press the "Packing Slip" button to print the "Indirect Agent Packing Slip." If the "Packing Slip" button is not pressed the RMA will not be created and the RMA will automatically be rejected and returned to Verizon Services. A photocopy of this Packing Slip must be included in each shipping carton.

g.) Return shipments received with a valid RMA number, but without an RMA form/Packing Slip will be rejected and returned to Verizon Services, and no credit will be issued.

h.) **Verizon Services must not return any Equipment to the VZW warehouse without prior written authorization from VZW.**

g) The VZW accepted RMA form will be posted on the VZW website within five (5) business days of VZW receipt of the returned Equipment. Please allow thirty (30) days from receipt of Verizon Services return for the credit memo to be issued. The status of the return can be viewed via the "Track DOA PRODUCT Returns" menu on the VZW Returns website:
(<https://IndirectOrders.VerizonWireless.com>)

13.4.1.2 WPS/RCL Returns

a) Verizon Services must fully complete an Indirect Agent WPS/RCL RMA Request online form as provided on the VZW Returns website) for all WPS or RCL Equipment to be returned.
(<https://IndirectOrders.VerizonWireless.com>)

b) Fully complete the following fields on the Indirect Agent WPS/RCL RMA Request form for all Equipment to be returned to VZW for credit:

- (1) Select either WPS or RCL from the drop down box
- (2) Dymax Item Code
- (3) ESN

c) After entering all items onto the RMA form, press the "Submit Request" button for data validation. Errors encountered during the validation process will be displayed below the header section of the form. Use the Change and Delete buttons on the form to correct any errors which may include, but not limited to the following, invalid Dymax Item Code, ESN does not correspond to the Dymax Item Code, ESN already returned, and/or the ESN does not correspond to a customer's number.

d) Press the "Submit Request" button after all errors are corrected. Once all data is validated, press the "Packing Slip" button to print the Indirect Agent Packing Slip. Keep the printed "Packing Slip" for future reference. The Indirect Agent WPS/RCL Request form will be forwarded electronically to the VZW Reverse Logistics Department's email address:

DymaxIndirectReturns@SE.VerizonWireless.com.

e) The VZW Reverse Logistics Department will contact Verizon Services via the Verizon Services email address stated on the Packing Slip for further processing. **Do not send any Equipment back to the VZW warehouse without a valid RMA number and a copy of the RMA/Packing Slip.**

f) Once the VZW Reverse Logistics Department provides Verizon Services with an RMA number, input that number into the applicable field ("RMA #: _____") on the Indirect Agent Packing Slip. Verizon Services must include a photocopy of this Packing Slip in each shipping carton and ensure that the RMA number is clearly and conspicuously identified (labeled) on the outside of each shipping carton.

g) Verizon Services must follow the guidelines provided in Section 13.4.7 when preparing Equipment to be shipped back to VZW:

13.4.2 Manual Return Procedures Verizon Services must follow the procedures provided below and provide the following information to the VZW Returns/Inventory Control Department in order to initiate a DOA, WPS or RCL. Failure to follow these procedures may result in the delay of VZW issuing credit to Verizon Services.

13.4.2.1 The information required must be included on a RMA form which can be obtained from the Verizon Services Account Manager or from the DymaxIndirectReturns mailbox. Email the completed form to DymaxIndirectReturns@SE.VerizonWireless.com

1. RMA Form Required Information
 - a. Agent name ("Store/Dealer Name"), Account number ("Equipment Dymax Account Number"), address, location, phone number and fax number
 - b. Item number and quantity.
 - c. Electronic Serial Number ("ESN") for wireless handset/Data Device
 - d. Dymax Sales Order number ("Dymax S/O# ") for each ESN from original packing list.
 - e. Verizon Services contact name ("RMA Requested by").
 - f. Type of return ("Type") must be either DOA, WPS, RCL
 - g. Explanation of the failure ("Return Code")
 - h. Description ("Description") of the Item to be returned
 - i. Actual Minutes used ("Minutes Used") from the Cumulative Call timer.

13.4.2.2 DOA wireless handsets/Data Device must meet all DOA Return Criteria

13.4.2.3 If Verizon Services claims the wireless handset/Data Device is DOA, Verizon Services must provide an explanation of such failure for each ESN returned.

13.4.2.4 A completed RMA form must be included in every shipping carton, a sample RMA is provided in Section 13.4.10.

13.4.2.5 Confirmation by VZW of its acknowledgement of delivery may be available to Verizon Services within five (5) business days of receipt at the VZW warehouse. Please allow thirty (30) days from receipt of Verizon Services return at the VZW warehouse for the credit memo to be issued.

13.4.2.6 Any questions regarding the status of the RMA's should be directed to the locations listed below. Only DOA wireless handsets/Data Devices and WPS and RCL EQUIPMENT may be returned.

13.4.2.7 Verizon Services may obtain the VZW RMA form from the VZW Reverse Logistics Department listed below. Verizon Services may contact the DymaxIndirectReturns via E-mail or FAX.

13.4.2.8 Do not send any wireless handsets/Equipment to the VZW warehouse without prior written authorization from the VZW Reverse Logistics Department who can be reached at the following e-mail address or via the FAX number provided below:

e-mail to: DymaxIndirectReturns@SE.VerizonWireless.com

13.4.3 Non-Conforming RMAs

Non-Conforming RMAs will be returned to Verizon Services, at Verizon Services expense, and no credit will be issued. VZW can reject an RMA form for a variety of circumstances, including, but not limited to:

- (a) no RMA paperwork, or
- (b) incorrect RMA number, or
- (c) no proof of purchase with ESN notation, or
- (d) incorrect SKU, or
- (e) incorrect ESN, or
- (f) incorrect Quantity, or
- (g) nonconforming DOA (does not meet DOA requirements of less than five minutes of usage and/or is not sent back as a complete package with all original kit pieces and UPC, or handset shows visible damage such as scratches) or
- (h) item not on original RMA request.

13.4.4 Material sent to VZW Centralized Returns facility that was not originally purchased from VZW will **NOT** be returned to Verizon Services and credit for such material will not be issued under any circumstances.

13.4.5 Merchandise can only be returned by and refunded to the original purchaser of merchandise from VZW.

13.4.6 An RMA submitted over the website that is rejected and returned to Verizon Services will be automatically cancelled and Verizon Services must request a new RMA. Do not correct the original rejected RMA and return the shipment to the Centralized Returns Warehouse. A New RMA must be obtained and submitted.

13.4.7 Shipping Preparation Guidelines for DOA, WPS or RCL Returns. Verizon Services must follow the guidelines provided below when preparing Equipment to be shipped back to VZW:

- a. Return Equipment in its original box without additional markings, writings or stickers and the UPC label must be present on the box.
- b. All Equipment must be packaged in a shipping carton.
- c. The returned Equipment will include the RMA Form as a packing list (a copy of which must be included in every shipping carton.
- d. Include Verizon Services return address on the outside of all shipping cartons
- e. Ship to the address specified by VZW.
- f. Provide proof-of-purchase with ESN notation for all DOA wireless handset returns unless there is an out-of-box failure.
- g. Ensure that the RMA number, as specified on the VZW Packing Slip is clearly and conspicuously identified on the outside of each shipping carton.
- h. Non-Conforming RMA's will be returned to Verizon Services at Verizon Services expense and no credit will be issued. VZW will reject an RMA form and/or RMA, including, but not limited to, the following circumstances:

No RMA Paperwork, Proof of Purchase to end user not included, Missing sales order number indicating ESN was purchased from VZW, Incorrect RMA#, Incorrect SKU, Incorrect ESN, Incorrect Quantity or non listed handset (Handset/Data Device ESN was not on the original RMA request). Please see attached RMA Rejection form.

- i. Material sent to VZW Centralized Returns facility that was not originally purchased from VZW will NOT be returned to the sender, and credit for such material will not be issued under any circumstances.
- j. Verizon Services must obtain a new RMA if there is any change to the original RMA (Quantity, SKU).

13.4.8 Ordering Equipment Over the VZW Ordering Website

In the event, Verizon Services elects to order Equipment over the VZW Ordering Website. The following will apply. By clicking the "Acceptance" button on the "Billing Information" window, Verizon Services will affirmatively consent to be bound by the terms and conditions set forth on the website, including the terms and conditions for returning Equipment. All Equipment purchased over the Ordering Website (excluding Data Devices) must be returned utilizing the website return process. The terms and conditions for purchasing Equipment may be updated from time to time by VZW in its sole discretion and will be posted on the Ordering Website.

13.4.9 RMA Rejection Form Example

The following is an example of the VZW Agent/Indirect RMA Rejection Form.

RMA #	
Agent Code:	
Agent Name:	
Agent Address:	
<p>The above-referenced RMA is being returned to you due to Non-conformance. There will be NO CREDIT issued for the RMA.</p> <p>Please contact DymaxIndirectReturns@SE.VerizonWireless.com with questions regarding this transaction</p>	

Return Reason

- No RMA Paperwork
- Incorrect ESN
- Incorrect SKU
- Incorrect RMA#
- Incorrect Quantity
- Non Conforming DOA
- Item not on Original RMA
- No End User Proof of Purchase

Non-Conforming DOA ESN

VZW Warehouse Signature:

Date:

13.4.10

Sample RMA Form

RMA Form		Return Product To: Verizon Wireless C/O New Breed 4320 N. Sylvaish Ave Fort Worth, TX 76137	RMA NUMBER <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>																																																																																																																																																			
Equip. Dymax Acct: Store/Dealer Name: Address: City, State, Zip: Phone Number: Fax Number: RMA Requested by:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Type:</td><td style="width: 100px;"></td></tr> <tr><td style="padding: 2px;">DOA (Defective on Arrival)</td><td style="text-align: right;">▼</td></tr> <tr><td style="padding: 2px;">Need RMA?</td><td style="width: 100px;"></td></tr> <tr><td style="padding: 2px;">Need RMA Number</td><td style="text-align: right;">▼</td></tr> </table>		Type:		DOA (Defective on Arrival)	▼	Need RMA?		Need RMA Number	▼																																																																																																																																												
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<p>Verizon Wireless issued DOA numbers must be marked 2" high on the outside of each box shipped.</p> <p>The ESNs listed on the original RMA request must match the ones actually shipped or they will be shipped back at your cost.</p> <p>Returned items not authorized on original RMA, will be shipped back at your cost.</p> <p>Phones shipped that do not meet DOA criteria, will be shipped back at your cost.</p> <p>Returned phones and accessories must include all original packaged parts and accessories in original manufacturer's packaging or deductions will be made of your credits.</p> <p>Copy of RMA form needs to be in each box.</p>																																																																																																																																																						
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