

UT-030483-AF
OM 2-14-08
verizon No Action

Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

January 24, 2008

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 347**
Ref. Docket UT-030483

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of the Thirty-Third Addendum to the National Agent Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless. The footer on some pages notwithstanding, confidential treatment is not requested.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,



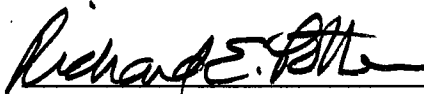
Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of the Thirty-Third Addendum to the National Agent Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

 Date: 1.24.08

Richard E. Potter
Director
Verizon Northwest Inc.

THIRTY-THIRD ADDENDUM
TO
NATIONAL AGENT AGREEMENT

This Addendum Number 33 (the "Addendum") is made and entered into between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, (hereinafter "Verizon Wireless" or "VZW") 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. This Addendum is an integral part of the Agreement. Unless otherwise defined in this Addendum, the capitalized terms used in this Addendum shall have the same meanings as set forth in the Agreement. If there are any inconsistencies between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control with respect to the subject matter hereof.

2. Exhibit C of the Agreement is amended by adding the following definitions:

Business Calling Plan means the VZW calling plans with discounted Access of \$34.99 or greater, available for sale by Agent to Corporate Liabe accounts in accordance with the limitations on the maximum quantity of Numbers set forth in Section 1 of Exhibit F.

Business Subscriber means a Subscriber who Activates VZW Service on a Business Calling Plan.

Corporate Liabe means that the Entity under contract with VZW establishing a Corporate Account is financially responsible for the payment to VZW for VZW Services and Equipment

Corporate Account means national or major account established between VZW and any Entity, along with its Affiliates, for the Activation of one hundred (100) or more VZW Numbers

Employee Liabe means a VZW Number that is established in the name of an individual employee of an Entity that has a Corporate Account and that the individual employee is financially responsible for the payment to VZW for VZW Services and Equipment.

Government Entity means any Federal, state, or local governmental or public sector department, agency, or bureau, including school districts, colleges, and other institutions of higher education or any Entity that is eligible to purchase off of a government contract.

VZW Number means a Number used to provide access to the VZW Service.

3. Section 3.11 of the Agreement is deleted in its entirety and replaced with the following

Agent shall comply with all VZW procedures and practices for the solicitation of, presentations to, and Activation of Subscribers and the retention of related records, all of which are subject to change upon written notice. Agent shall process all Subscriber applications in accordance with VZW procedures. Agent shall utilize the System, in accordance with Exhibit F, for all Activations in order to facilitate the transmission of Subscriber information to VZW. If the System is not available, Activations shall be then made in accordance with regional Activation procedures. Use of a VZW fulfillment center for Activations when the System is available, may result in the assessment of a fee to Agent.

4. Section 3 of the Agreement is amended by adding the following new Sections:

3.18 Agent may market, offer and sell Business Calling Plan(s) to eligible Subscribers and potential Subscribers in accordance with Exhibit F, this Agreement and all VZW practices and procedures relating to the solicitation of, presentation to, and Activation of Business Subscribers or potential Business Subscribers, which are subject to change upon written notice.

3.19 Agent shall not delegate any of its rights and obligations under this Agreement to any Entity, including an Affiliate of Agent, without the prior written consent of VZW. Notwithstanding anything in any subagent agreement or anywhere else, VZW is not a party to any agreement between Agent and subagent and Agent shall be and remain responsible for all acts and omissions of any subagent or other Entity acting on Agent's behalf.

5. The Agreement is amended by adding Exhibit G, Systems Policy, attached as Schedule 1 to this Addendum.

6. The Agreement is amended by adding Exhibit F, Sales of Business Calling Plans, attached as Schedule 2 to this Addendum.

7. Exhibit H to the Agreement (added pursuant to Addendum #30), Equipment Ordering Terms and Conditions, is deleted in its entirety and replaced with new Exhibit H, Equipment Ordering Terms and Conditions, attached as Schedule 3 to this Addendum.

8. Pursuant to Section IV. of Exhibit D of the Agreement (added pursuant to Addendum #32), VZW approves of the use by Agent of accrued BDF to purchase, install and maintain ESC pads in accordance with Section 2.5 of Exhibit G of the Agreement.

9. 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 this Addendum shall not be effective in such state until the first business day after such approval or filing shall have occurred.

10. All other terms and conditions contained in the Agreement not specifically modified herein shall remain in full force and effect.

11. This Addendum shall be effective when executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed and delivered this Thirty-Third Addendum to the Agreement.

CELLCO PARTNERSHIP
dba Verizon Wireless

VERIZON SERVICES CORPORATION

By: [Signature]
Name: Tony Fitting
Title: VP
Date: 1-2-2008

By: [Signature]
Name: Maryellen Bruno
Title: Sourcing Process Leader
Date: 11/12/2007

EXHIBIT F
Sales of Small Business Plans

1. **Authority.** Agent may market, offer and sell the Business Calling Plans to Subscribers and potential Subscribers subject to the restrictions in Section 4 of this Exhibit and the following restrictions on the minimum and maximum quantities of VZW Numbers:

West: 5 - 99
Northeast, South and Midwest: 5 - 49

2. **Training.** Agent shall require all of its customer-facing personnel and Subagents, if applicable, to attend, participate in and/or complete any training provided by VZW specifically related to the Business Calling Plans, within the timeframes and at the frequency reasonably established by VZW, and at Agent's expense. Agent shall maintain records of the VZW training completed by its customer-facing personnel and shall provide VZW with written confirmation of its ongoing compliance with this section 2. All customer-facing personnel shall complete at least thirty (30) minutes of VZW-provided on-line training per month for the duration of their assignment as a customer-facing representative at the Location offering Business Calling Plans. In addition, Agent shall require all customer-facing personnel to attend a minimum of four (4) hours of VZW-led "face to face" training prior to the availability of the Business Calling Plans and before any Agent personnel begin customer-facing employment at the Location offering business Calling Plans, and thereafter at least one (1) hour of VZW-led "face to face" training per month for the duration of their assignment as a customer-facing representative at the Location offering Business calling Plans. Agent shall provide ongoing access to the customer-facing personnel for reinforcement of, and updates to, training for the Business Calling Plans.

3. **Compensation.** Activations of Business Subscribers will be paid in accordance with Exhibit D.

4. **Restrictions.** Agent shall not, directly or indirectly: (a) offer, sell, market any Business Calling Plans to, or Activate any Numbers for, (i) any Government Entity, or (ii) any Subscriber that is, or should be, set up as Employee Liable, or (b) offer, sell, market or establish any Corporate Accounts or Activate any Number under an existing Corporate Account.

5. **Electronic Signature Capture.** Agent shall use the ESC pad at all Locations to process each Activation and Upgrade. Agent shall comply with all VZW procedures with respect use of the ESC pads as set forth in Exhibit F, which may be modified from time to time upon providing notice to Agent.

6. **Changes, Termination.** VZW may modify this Exhibit and/or any VZW policies and procedures relating to the sale and Activation of Business Calling Plans or Business Subscribers, at any time on notice to Agent. VZW reserves the right, in its sole discretion, with or without cause, to withdraw Agent's authority to sell Business Calling Plans at any time on notice.

EXHIBIT G System Policy

1. DEFINITIONS

The following terms in this Exhibit shall have the following meanings. All other capitalized terms shall have the same meanings as in the Agreement, unless otherwise defined in this Exhibit.

Agent Terminal(s): computers, desktops, workstations, servers or terminals used by Agent.

Contract: the System-generated form that sets forth the VZW Service terms and conditions.

ESC: electronic signature capture.

ESC Disclosure: The VZW-provided text that appears on the ESC pad above the space designated for the signature of the Subscriber or potential Subscriber, as applicable, evidencing acceptance of the VZW Service terms and conditions.

Paper Contract: the VZW-provided three (3) part form that sets forth the VZW Service terms and conditions.

Pro Rate Receipt: The summary of the Subscriber's first bill information outlining the estimated access fees, feature charges and taxes and surcharges for the VZW Services.

Required Collateral: Those VZW brochures or materials designated as mandatory for presentation to a Subscriber at Activation, which include the welcome guide (which includes the customer agreement terms and conditions), the brochure that describes the Subscriber's calling plan and available Optional Services, and such other brochures or materials as VZW may add, substitute or revise from time to time.

Revoked Status: A System User ID that has been inactive for a period to be defined by VZW, which is subject to revocation or cancellation by VZW in accordance with VZW's standard practices.

Security Administrator: An Agent employee designated by Agent as Agent's internal resource for System access questions and issues, and to serve as a single point of contact for VZW for establishing and maintaining Agent's System User ID(s) and authentication credentials, as described in Section 2.2.2.

Subscriber Information means all non-public information concerning Subscribers including, without limitation, the Numbers, VZW Service account information and VZW Service usage that Agent may obtain from any source in the course of performance of this Agreement, including any information of a confidential or proprietary nature received by Agent, directly or indirectly, from VZW, or acquired or developed pursuant to the provision of VZW Service and Equipment to Subscribers. "Non-public information" does not include the Subscriber's name, address and landline telephone number and other telephone numbers, provided that such other telephone numbers are not VZW Numbers.

System: A VZW web-based automated activation system.

System User: An Agent employee authorized by VZW to have access to the System.

System User ID: The identification assigned to Agent by VZW for use with the System.

2. AGENT'S RESPONSIBILITIES

2.1 Scope of Use.

2.1.1 Agent shall use the System solely to fulfill its obligations under this Agreement. Agent is expressly prohibited from utilizing or accessing the System for any purpose other than those set forth in this Exhibit. Agent shall not use Agent's access to the System to gain, or attempt to gain, unauthorized access to any computer network, Intranet, or any other computer based system or network whatsoever of VZW.

2.1.2 All information provided by VZW in connection with the System is VZW confidential

information subject to Section 8.7 (as amended by Addendum No. 18) of this Agreement.

2.1.3 In order to access the System, Agent shall be responsible for the cost and expense of the following:

- (a) purchasing, installing, and maintaining all equipment necessary for Agent to access the System, including, but not limited to, a computer capable of Internet access, facsimile machine, printer, modem, cables and accessories;
- (b) purchasing supplies and required electrical service;
- (c) obtaining Internet service from a reputable and reliable provider to enable Agent to access and utilize the System during normal business hours. The America on Line (AOL) and Prodigy browsers do not function properly with the System. If AOL is the Internet service provider selected by Agent, Agent will need to open a separate Microsoft Internet Explorer browser to access and navigate through the System;
- (d) ensuring that all System requirements are met, including without limitation, the proper computer hardware and software environments. The System requirements listed below may change from time to time at VZW's sole discretion. Currently the following are the supported hardware and software environments, and minimum system requirements:
 - (i) Windows NT 4.0/2000 running on a Pentium class processor (minimum 266 MHz). Windows 3.1, 95, and 98 are NOT supported;
 - (ii) Minimum of 64 MB RAM (a higher MB RAM is recommended);
 - (iii) Netscape Navigator 7.0 or higher or Microsoft Internet Explorer 6 or higher web browser with 128 bit security. The JavaScript 1.2 option must be enabled;
 - (iv) A color monitor is recommended. The typical screen size of the System will be 1024x768 pixels;
 - (v) Modem with minimum of 56 Kbs. (ISDN, DSL or cable is recommended, please check with your account representative);
- (e) any and all telecommunication expenses, including, but not limited to, recurring Internet service charges and telephone, broadband or DSL charges; and
- (f) any and all costs and expenses to support and maintain redundant and/or back-up telecommunication facilities, e.g. alternate ISPs, and/or telecommunications providers.

2.1.4 Agent shall use the System in order to fulfill certain of Agent's obligations under the Agreement, including, but not limited to, processing applications; verifying credit information; Activating VZW Services and Equipment; and performing Upgrades, for VZW Subscribers or potential VZW Subscribers in accordance with VZW's procedures.

2.1.5 Agent shall not use the System or otherwise access the System for any other purpose, including, but not limited to, gaining access to, copy, read, or otherwise review information that may be available on the System or any other VZW systems, for which Agent has not been given express permission to gain access to, copy, read or otherwise review under this Agreement.

2.1.5.1 Agent shall not utilize the System to verify credit information provided to Agent by a Subscriber (or potential Subscriber) without such Subscriber or potential Subscriber's prior knowledge and consent. If such Subscriber or potential Subscriber provides such consent, Agent shall enter the information required to perform a credit verification using the System. Required information, as determined solely by VZW, includes, but is not limited to, Subscriber's or potential Subscriber's date of birth, social security number, driver's license/other acceptable photo identification, and home address.

2.1.5.2 Agent shall not utilize the System, or otherwise access the System, to retrieve or access information about a Subscriber without the Subscriber's prior knowledge and consent.

2.1.6 Agent shall access and utilize the System only from the Location(s) authorized by VZW. Agent is expressly prohibited from utilizing the System at any other location, including Subcontractor locations, without VZW's prior written approval. Each and every authorized Location will be assigned a unique System User ID and password. Agent is responsible for any and all activities performed through the System at Agent's Location(s) and/or using Agent's System User ID(s).

2.1.7 Agent is the only Entity authorized to use or access the System. Agent shall not permit, assign, or extend access to the System to any Entity, including any Agent contractor or agent.

2.1.7.1 Upon Agent's request, VZW may, in its sole discretion, permit an agent or contractor approved by VZW in accordance with Section 3.17 of the Agreement, to use the System, provided that Agent monitors such Entity's use of the System to ensure that no such Entity is misusing the System in any way and that Agent provides all support for the System, including but not limited to, troubleshooting and resolution for System access issues.

2.1.8 Agent shall be responsible for all costs and expenses incurred by either party in correcting any problems experienced by the parties and any other System users that occur as a result of Agent accessing the System in violation of this Exhibit.

2.1.9 Any software and/or hardware provided by VZW, if any, in order for Agent to utilize the System shall remain the property of VZW. In the event this Agreement is terminated by either party, for any reason, Agent shall immediately (a) cease accessing the System (b) remove/delete all references to any VZW specific information from its computer(s) and (c) return any VZW-provided software and/or hardware to VZW.

2.1.10 Agent shall not use or allow the use of the System, System User ID(s) and/or password(s) assigned to it for access to the System and/or Subscriber Information from outside of the United States, including use by any System Users that are outside of the United States. Agent shall not provide, direct, control, supervise or manage the performance of any of its obligations pursuant to this Agreement, and no Subscriber Information relating to any such performance shall be stored or transmitted, at, in, or through a site located outside of the United States without the advance written consent of VZW.

2.2 Security Administrator. Agent shall designate a Security Administrator as Agent's internal resource for System access questions and issues, and to serve as a single point of contact for VZW for training and establishing and maintaining Agent's System User ID(s) and password(s) and authentication credentials as described below.

2.2.1 In the event Agent becomes aware of an outage or irregularity with the System, Agent shall verify that the cause of such outage or irregularity is not within Agent's control, including but not limited to, checking the status of the connectivity facilities with its telecommunications vendors, inspecting its hardware/software configurations and any changes made thereto, and validating that the System was accessed during the VZW availability windows, as listed in Section 4.3 below. After confirming that the outage or irregularity did not arise from within Agent's environment, the Security Administrator may contact VZW's help desk to report such issues. For any other issues, the Security Administrator shall contact its VZW Account Manager.

2.2.2 In the event Agent needs to contact the VZW help desk, in accordance with Section 2.2.1 above, Agent shall comply with VZW's authentication procedure, as stated below prior to placing the call to the VZW help desk. Agent calls that do not follow such procedures or that fail the VZW authentication process shall not be accepted or processed.

2.2.2.1. The Security Administrator shall load and maintain authentication credentials for itself and any other Agent-designated, and VZW-approved employees, that can call the VZW help desk ("Agent Callers"). Required authentication credentials include: a) first and last name; b) unique Agent-assigned employee ID; c) a "secret" value to be mutually agreed upon by both parties, e.g.

last 5 digits of the employee's social security number; and d) a VZW-assigned code that identifies the Agent Caller when they call VZW ("Community Code"). The Community Code will be communicated to the Security Administrator by VZW.

2.2.2.2. Authorization to call the VZW help desk shall not be granted to any Entity who cannot provide valid information to satisfy all the above listed authentication credentials.

2.2.2.3. Agent shall maintain the integrity of the authentication credentials, including prompt addition of new Agent Callers and prompt deletion of Agent Callers that no longer either have such responsibility or are employed by Agent.

2.2.2.4. Authentication credentials shall only be used by the specific Agent Caller assigned such credentials and such Agent Caller shall keep such authentication credentials confidential.

2.2.2.5. Agent shall be solely responsible for any and all actions requested of VZW when presented with valid authentication credentials, including, but not limited to, password resets and support/outage requests.

2.2.2.6. At VZW's sole discretion, VZW may require that Agent automate the registration and maintenance of Agent Callers, by transmitting directly from Agent's authorized system (as approved by VZW), e.g. its human resources system, a daily data file of current Agent Callers, using a VZW designated format and transmission method. Agent shall comply with VZW-provided specifications, including but not limited to, how data elements in the file will need to be populated and how to identify which employees will be included or excluded from the file. In such case, Agent shall work with VZW to implement such functionality on a mutually agreed upon timeframe.

2.2.2.7. Prior to calling the VZW help desk, either the Security Administrator or the Agent Caller will need to access the VZW designated system, through an Internet connection, for authentication.

2.2.2.8. VZW's designated authentication system is proprietary and subject to change with prior notice to Agent. Any unauthorized use of such system is a violation of this Exhibit.

2.3 Security

2.3.1 Agent's Security Administrator shall establish the hours of access for each System User.

2.3.2 Agent shall require that all System Users only access the System through the method required by VZW.

2.3.3 Agent shall designate System Users that are allowed to access and use the System. Agent shall limit access to the System to such System Users by use of user local area network IDs on the Agent Terminals of such users. Agent shall immediately terminate System access (e.g. by removing Agent network system user IDs) for System Users that leave Agent's employment or otherwise no longer need access to or use of the System as part of his/her job responsibilities in support of Agent's performance of this Agreement.

2.3.4 Agent shall take all reasonable and prudent steps to ensure the security of Agent's access to the System, including, but not limited to, the security of physical access to the Agent Terminals that are used to access the System and establishing user ids and passwords to such Agent Terminals.

2.3.4.1 Agent shall not install Agent Terminals or Agent networks or applications in such a way as to compromise the security of an existing network.

2.3.4.2 An Agent Terminal connected to a network will not present an unsecured pathway between one network and another.

2.3.4.3 Agent networks will be designed and administered in such a way that the failure of any attached element will not leave the entire Agent network exposed to unauthorized access.

2.3.4.4 Agent shall put in place integrity controls to prevent unauthorized disclosure or modification of data during transit, storage or processing.

2.3.4.5 Agent shall not store any Subscriber or potential Subscriber information in any local storage devices attached to or that are part of, the Agent Terminal.

2.3.4.6 If applicable, any authentication information stored in cookies on System Users' Agent Terminals shall be encrypted at the highest level possible, preferably secure sockets layer.

2.3.4.7 To the extent any Agent Terminal is accessible by any Entity other than a System User or to the extent the screen of an Agent Terminal can be seen by any Entity other than a System User, Agent shall (i) timely reset/refresh and blank out or erase information on such screens or Agent Terminal so that at no time is Subscriber or potential Subscriber information visible to any Entity other than a System User, and (ii) automatically terminate (timeout) access within forty-five (45) seconds of inactivity to such screens or Agent Terminal to prevent unauthorized usage or disclosure of Subscriber or potential Subscriber information.

2.3.5 Agent shall be solely responsible for any unauthorized use of the System or unauthorized access to the System.

2.3.6 Agent shall render all media storage devices totally unreadable before being discarded, sold, donated or otherwise disposed. Specifically, all files that contain VZW information must be deleted and written over so as to prevent any unauthorized disclosure of information.

2.3.7 Agent shall be responsible for all matters relating to the use of the System, the System User ID(s) and password(s). These responsibilities shall include, but are not necessarily limited to, the following:

- (a) using the System User ID(s) and password(s) only to access the System and only for the express purposes stated in this Exhibit;
- (b) not disclosing the System User ID(s) and password(s) to anyone other than those employees whose job responsibilities are such that they need to know the System User ID(s) and password(s);
- (c) selecting passwords that meet VZW's security requirements and that contain a variety of different character types, are not easily guessed, and have not been used for at least one (1) year;
- (d) changing the password(s) whenever prompted and immediately whenever an employee to whom the password(s) has been disclosed no longer requires such knowledge (including but not necessarily limited to termination, resignation or dismissal, transfer, change in duties, etc.);
- (e) requiring that employees to whom the System User ID(s) and password(s) are disclosed understand and adhere to all restrictions for use of the System User ID(s) and password(s);
- (f) logging out of the System and the Agent Terminal every time the Agent Terminal is unattended;
- (g) notifying VZW of employment termination of any of Agent's employees who had access to the System;
- (h) using the System, System User ID(s) and password(s) in compliance with this Exhibit; and
- (i) securing Agent's System User ID(s) and password(s) from unauthorized usage, for example, by not displaying or posting the System User ID(s) and password(s).

2.4 Training. After VZW provides initial training on the System to Agent, Agent shall be responsible for training its employees and any agents/contractors, if applicable, on how to access and utilize the System, the terms and conditions applicable to the System, including those listed in this Exhibit and all VZW policies and procedures pertaining to the System.

2.5 ESC. In the event that Agent elects to utilize VZW's ESC process in lieu of VZW's manual contract signature process, in addition to all the items listed in Section 2.1.3 above, Agent shall also obtain, at its

expense, equipment compatible with the System's then current ESC process, including an Agent Terminal that has a USB port. Agent shall, at its expense, purchase, install, and maintain VZW-approved ESC pads.

2.5.1 VZW currently supports the following make and model of ESC pads:

- (a) Signature Gem 4x3 LCD Model: T-LBK755-HSB signature tablet, with driver software from Topaz Systems, and
- (b) Topaz Siglite Backlit LCD4x3 with driver software from Topaz Systems

Agent shall not make any changes to the ESC pads to be used in connection with the sale of VZW Service, or implement any new make and/or model of ESC pads to be used in connection with the sale of VZW Service, without the prior written approval of VZW.

- 2.5.2 Agent shall provide sixty (60) days notice to its VZW Account Manager of its desire to utilize VZW's ESC process and shall not use such ESC process until Agent has VZW's authorization to do so.
- 2.5.3 If an Agent elects not to use the ESC process, Agent shall use the System to print three (3) copies of the Contract and obtain manually the Subscriber's signature on all three (3) copies of the Contract.
- 2.5.4 Agent shall confirm that the signature captured during the ESC process, as displayed in the System, is legible. Otherwise, Agent shall request that the Subscriber or potential Subscriber re-sign his/her signature on the ESC pad.
- 2.5.5 Notwithstanding anything to the contrary in this Exhibit, Agent shall use the ESC process and ESC pad for all Activations and Upgrades of Business Calling Plans.

2.6 Contracts.

2.6.1 Agent shall not modify in any way, including, but not limited to, moving, adding, or deleting any text or reducing the font size below 10 point, any System-generated or VZW-provided document, including, but not limited to, the Contract, Paper Contract, ESC Disclosure or the Pro Rate Receipt, without the prior written approval of VZW.

2.6.2 Agent shall completely and accurately enter all the necessary information, including all customer-provided information, in all the required fields in the System.

2.6.3 Agent shall present one (1) copy of the Required Collateral to the Subscriber for review prior to asking the Subscriber to sign the ESC pad. Agent shall direct the Subscriber to the ESC Disclosure and ask the Subscriber to sign the ESC pad. Agent shall capture the Subscriber's signature on the ESC pad. For each completed transaction, Agent shall print the entire Pro Rate Receipt. Before the Subscriber leaves the Agent Terminal, Agent shall provide the Subscriber with (a) one (1) copy of the signed Contract evidencing the Subscriber's acceptance of the Service Forms (b) one (1) copy of the Required Collateral, and (c) the Pro Rate Receipt.

2.6.3.1 In the event the System is not available, Agent may process Activations and Upgrades using the then current VZW-provided Paper Contract and call in such Activation/Upgrade to the VZW-designated support group.

2.6.3.2 In the event the Agent Terminal or the System fail at any time prior to the Subscriber receiving the Contract or Pro Rate Receipt, Agent shall complete such transaction by calling the VZW-designated support group and presenting the then current VZW-provided Paper Contract to the Subscriber.

2.6.3.3 In the event the ESC pads are malfunctioning or are inoperable, Agent shall print three (3) copies of the System-generated Contract and present all three (3) copies to the Subscriber to capture manually the Subscriber's signature.

2.6.4 No contract between VZW and a Subscriber shall exist, and no Equipment shall be Activated, until the Contract and the Pro Rate Receipt are generated by the System and Agent has received such documentation for presentment to the Subscriber. VZW shall have the right, in its sole discretion, to reject the Activation of any potential Subscriber.

2.6.5 Agent shall not use a Paper Contract or a System-generated contract for any Activations or Upgrades of Business Calling Plans if the System is unavailable, there is a failure of the Agent Terminal or a malfunction of the ESC pads.

3. VZW'S RESPONSIBILITIES

- 3.1 System. VZW shall work with Agent to enable Agent to use the System subject to the terms and conditions provided for in this Exhibit and this Agreement.
- 3.2 Monitoring. VZW reserves the right to monitor any and all System usage and activity and to deny access to any System User that VZW, in its sole discretion, determines has been or is utilizing the System improperly or for any unauthorized purpose.
- 3.3 Modification of the System. VZW may, at any time, in its sole discretion, suspend, replace, restrict, amend or modify the programming, functionality, or any other aspect of the System. In addition, VZW may modify the policies and procedures relating thereto and the terms and conditions set forth in this Exhibit.
- 3.4 SYSTEM PERFORMANCE: ACCESS TO THE SYSTEM IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. VZW MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, OR PROMISES AND ASSUMES NO RESPONSIBILITIES (INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY ASPECT OF THE SYSTEM (INCLUDING, BUT NOT LIMITED TO, THE QUALITY, RELIABILITY, AVAILABILITY OR PERFORMANCE OF THE SYSTEM) AND HEREBY DISCLAIMS THE SAME. IN NO EVENT SHALL VZW BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES SUFFERED BY AGENT AS A RESULT OF INOPERABILITY OR MALFUNCTION OF THE SYSTEM, OR OTHERWISE RESULTING FROM OR RELATING TO ANY USE OF THE SYSTEM BY AGENT, OR VZW'S PROVISION OF ACCESS TO THE SYSTEM OR TERMINATION OF USE OF THE SYSTEM, REGARDLESS OF WHETHER VZW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AGENT'S USE OF THE SYSTEM IS AT ITS OWN RISK. IN ADDITION, VZW MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR PROMISES, AND ASSUMES NO RESPONSIBILITIES, THAT THE SYSTEM IS, WILL BE OR CAN BE MADE TO BE, IN ANY RESPECT, TECHNOLOGICALLY COMPATIBLE WITH THE AGENT TERMINALS OR ANY OTHER AGENT SYSTEM.

4. AUDITS/MAINTENANCE

- 4.1 Internal audits of System usage. VZW reserves the right to review System usage associated with the use of the System by Agent or the Agent's System User ID(s) assigned to Agent and to revoke access to the System without prior notice, if VZW determines, in its sole discretion, that System usage is unauthorized or unsanctioned. VZW, in its sole discretion, has the right, with notice to Agent, to take any and all actions, which VZW deems reasonable to protect itself against any further losses, damages and expenses, including the ability to suspend and/or terminate access to the System immediately.
- 4.2 Agent's System User ID(s) will be regularly reviewed by VZW. Revocation of Agent System User ID(s) will occur after determining the System User ID(s) have not been active for a period to be defined by VZW. Deletion of the System User ID(s) will occur in accordance with VZW's standard practices. Agent's System User ID(s) in Revoked Status can be reactivated by Agent contacting VZW. Any Agent System User ID in Revoked Status that is not reactivated within sixty (60) days will be deleted in accordance with VZW's standard practices.
- 4.3 Agent acknowledges that the System is only available during standard VZW business hours, as solely defined by VZW. Such hours are currently Monday through Sunday, 7:00 a.m. to 12:00 am Eastern time, except in certain markets located in the West area, which are on Pacific time. VZW reserves the right to change these hours without notice.
- 4.4 As with any computer system and network, the System may be subject to outages and irregularities caused by computer malfunction, software bugs, network outages, and/or other circumstances. VZW shall at all times have the right to direct Agent to implement alternative application/activation methods, such as facsimile or telephonic processing.

5. REMEDIES

If VZW determines, in its sole discretion, that any System access or usage is unauthorized or Agent has failed to comply with its obligations set forth in this Exhibit, and such unauthorized System access or usage or failure to comply, has adversely affected, or may adversely affect, the use of the System or other VZW systems by others or VZW's business operations, then VZW, in its sole discretion, has the right to take any and all actions which VZW deems reasonable to protect itself against any further losses, damages and expenses, including the ability to suspend and/or terminate access to the System immediately.

12.4.2.1 RMA Form Required Information for each piece of Equipment:

- (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) Equipment ID.
- (d) Dymax Sales Order number ("Dymax S/O# ") for each Equipment ID from original packing list.
- (e) Agent contact name ("RMA Requested by").
- (f) Type of return ("Type") must be either DOA or 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.

Email the completed form to DymaxIndirectReturns@SE.VerizonWireless.com

12.4.2.2 DOA Equipment must meet all DOA Return Criteria and include a copy of original POS receipt for each device returned DOA.

12.4.2.3 If Agent claims the Equipment is DOA, Agent shall provide an explanation of such failure for each Equipment ID returned.

12.4.2.4 A completed RMA form must be included in every shipping carton, a sample RMA is provided in Section 12.4.8.

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

12.4.2.6 Only DOA, and RCL Equipment may be returned.

12.4.2.7 Do not send any Equipment to the VZW warehouse without the prior written authorization from the VZW Reverse Logistics Department. Questions regarding the status of the RMA can be addressed to the VZW Reverse Logistics Department, which can be reached at the following e-mail address or via the FAX number provided below.

[e-mail to: DymaxIndirectReturns@SE.VerizonWireless.com](mailto:DymaxIndirectReturns@SE.VerizonWireless.com)

FAX: 817-759-0922

12.4.3 Manual TD Return Procedures. To initiate a manual TD return, the following information shall be provided to VZW's Returns/Inventory Control Department on a RMA form. The form can be obtained from the InfoCenter Web Site, Agent's Account Manager or by requesting a copy from the Dymax Indirect Returns e-mail address shown below.

DymaxIndirectReturns@SE.VerizonWireless.com

12.4.3.1 TD Manual Returns may not be combined with other types of returns.

12.4.3.2 TD Manual RMA form required information for each piece of Equipment:

- (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) Equipment ID
- (d) Dymax Sales Order Number ("Dymax S/O#") for each Equipment ID from original packing list.
- (e) Agent contact name ("RMA Requested By")
- (f) Type of return must be TD

12.4.3.3 TD Equipment must be associated with a new Activation on an eligible VZW calling plan that meets the TD criteria.

12.4.3.4 TD Equipment was returned to Agent by the Subscriber within the thirty (30) days of the date of Activation, and Agent has verified the Equipment is eligible for a TD pursuant to the TD brochure.

- (a) Agent has asked the Subscriber if he/she ported the number and when (date)
- (b) Agent has called the VZW channel support number to validate the port out.

Equipment received at the Centralized Returns Warehouse that does not meet the above TD Return Criteria will be rejected and sent back to Agent.

12.4.4 Non-Conforming RMAs. Non-Conforming RMAs will be returned to Agent, at Agent's 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 POS receipt on DOA or Defective After Sale to End User return with Equipment ID notation, or
- (d) incorrect SKU, or
- (e) incorrect Equipment ID, 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.
- (i) TD return does not meet TD return criteria as defined in 12.1.5

An example of a RMA Rejection Form is provided in Section 12.4.7.

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

12.4.5 Equipment can only be returned by and refunded to the original purchaser of the Equipment from VZW.

12.4.6 Shipping Preparation Guidelines for DOA, WPS, RCL or TD Returns. Agent shall follow the guidelines provided below when preparing Equipment to be shipped back to VZW:

- (a) Return Equipment is in an 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 shall be included in every shipping carton).
- (d) Include Agent's return address on the outside of all shipping cartons
- (e) Ship to the address specified by VZW.

- (f) Provide POS receipt with Equipment ID notation for each DOA and TD unit of Equipment returned 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 Agent at Agent's 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 Equipment ID was purchased from VZW, Incorrect RMA number, Incorrect SKU, Incorrect Equipment ID, incorrect quantity, returned Equipment ID was not on the original RMA request, or Equipment ID not a valid TD return.
- (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) Agent shall supply a pdf advance ship notification for each Agent return. The pdf shall contain a copy of the packing slip and Bill of Lading for each return. The pdf shall be emailed in advance of shipment to:

Yvette.Sanchez@verizonwireless.com or
Ajit Kumar@verizonwireless.com

- (k) Agent must obtain a new RMA if there is any change to the original RMA (quantity, SKU).

12.4.7 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
- No End User Proof of Purchase
- Incorrect SKU
- Incorrect RMA#
- Incorrect Quantity
- Non Conforming DOA
- Item not on Original RMA
- ESN Not a Valid TD Return

Non-Conforming DOA ESN/MEID

VZW Warehouse Signature:

Date:

12.4.7

Sample RMA Form

RMA Form	Return Product To Verizon Wireless CO New Brand 4320 N. System Ave Fort Worth, TX 76137	RMA NUMBER <input style="width: 100%;" type="text"/>				
Equip. Dymax Acct. <input style="width: 95%;" type="text"/> Store/Dealer Name <input style="width: 95%;" type="text"/> Address <input style="width: 95%;" type="text"/> City, State, Zip <input style="width: 95%;" type="text"/> Phone Number <input style="width: 95%;" type="text"/> Fax Number <input style="width: 95%;" type="text"/> RMA Requested by <input style="width: 95%;" type="text"/>	Type: <input style="width: 95%;" type="text"/> DOA (Defective on Arrival) <input style="width: 95%;" type="text"/> ▼ Need RMA? <input style="width: 95%;" type="text"/> Need RMA Number <input style="width: 95%;" type="text"/> ▼					
<p>Verizon Wireless issued DOA numbers must be marked "X" 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>						
Item Number	Dymax S/O #	Description	Qty	Return Code	ESN	Minutes Used
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
	Dymax S/O #	▼		▼		
For Warehouse Use ONLY:						
RMA Complete? Yes ___ NO ___ Date received: _____ Tech: _____						
For HQ Inventory Use ONLY:						
Credit Applicable: Yes ___ NO ___ explain _____ Finance Approval: _____ Date Completed: _____ Credit Amount: _____						
Email RMA request forms to: DymaxIndirectReturns@SC.VerizonWireless.com						

EXHIBIT H

EQUIPMENT ORDERING TERMS AND CONDITIONS

1. **General.** Agent desires to purchase Equipment on a non-exclusive basis from VZW and affirmatively consents to be bound by the terms and conditions set forth below. Agent further agrees that the Equipment is being purchased only for the purpose of resale by Agent to consumers Activating VZW Service on VZW Facilities within the Area in which it acts as an agent for VZW.

1.1 The terms and conditions for purchasing Equipment may be updated from time to time by VZW in its sole discretion upon notice to Agent.

1.2 IT IS EXPRESSLY UNDERSTOOD THAT VZW (OR ITS AFFILIATES) MAY, BUT IS IN NO WAY OBLIGATED TO, SELL EQUIPMENT TO AGENT FOR RESALE.

1.3 **Definitions.** The capitalized terms used, but not defined in this Exhibit, shall have the same meanings as set forth in your Agreement.

1.3.1 **Accessory(ies)** means any device that does not have an Equipment ID and that attaches to, covers, pairs, or synchs with, a unit of Equipment, including, but not limited to, headsets (including Bluetooth-enabled), batteries, chargers or holsters.

1.3.2 **Data Devices** shall mean modems, PC cards, personal digital assistants ("PDAs"), pocket personal computers, network interface cards ("NIC"), and other similar devices.

1.3.3 **Equipment ID** means the unique serial number, such as an ESN (electronic serial number), MEID (mobile equipment identifier) or similar term, assigned to a unit of Equipment.

2. **Ordering and Acceptance.** Upon VZW receipt and acceptance of Agent's order via VZW's ordering Web Site ("Ordering Web Site"), fax, e-mail or mail, VZW shall use its reasonable efforts to deliver the Equipment to Agent 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 Agent 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.

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

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

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

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

2.5 Agent shall be responsible for all Equipment that is lost, rendered unusable, stolen or damaged while in Agent's possession. VZW will not issue refunds or credits for stolen or damaged Equipment, nor will it accept for return unsold Equipment.

2.6 All matters pertaining to the ordering and supplying of Equipment shall be in writing and accomplished via mail, e-mail or fax.

2.7 In the event Agent elects to order Equipment via e-mail, fax or mail, it is understood and agreed to by Agent that the terms and conditions of sale on the Ordering Web Site at the time the order is

placed, shall apply to such orders. Agent will be responsible for payment for all Equipment ordered and delivered through such methods, even in the event of such orders being processed by unauthorized persons. VZW will acknowledge receipt of the order, and will not contact Agent further unless VZW is unable to fulfill the order.

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 Agent with a written notice of such rejection within a reasonable period of time. Once an order is placed, Agent 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 Agent authorizes such substitution in writing.

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

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

5.2 **Invoicing.** VZW will invoice Agent within three (3) business days of the date of each shipment.

5.3 **Payment/Credit.** Upon delivery of the Equipment, Agent 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 credit terms of net thirty (30) days. Agent may also make payment by electronic funds transfer to VZW if VZW offers such form of payment and Agent has agreed to the terms of such transfer with VZW. When making payment, Agent must reference the applicable invoice number.

5.4 **Credit Limit.** In the event, VZW has extended credit terms to Agent, and Agent exceeds its credit limit, as set by VZW in its sole discretion, or does not pay its bills in a timely manner, VZW will not fulfill additional orders for Equipment. Agent 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.

5.5 **Credit Memos.** VZW shall issue approved credit memos to Agent for all approved returns usually within thirty (30) days of receipt at VZW warehouse. Credit memos for approved Test Drive returns with missing UPC codes will be issued at the purchase price less the amount of the applicable rebate. Agent shall not deduct the value of the return from its payment prior to receipt of the appropriate credit memo(s).

5.6 AGENT SHALL UNILATERALLY ESTABLISH ITS RETAIL SALES PRICES, ADVERTISED PRICES AND LEASE CHARGES OR OTHER FEES FOR EQUIPMENT IN ITS SOLE DISCRETION, AND VZW SHALL HAVE NO CONTROL OVER SUCH PRICES, CHARGES OR FEES.

5.7 **Price Protection.** If VZW implements a general price decrease to similarly situated agents for a specific model Equipment, VZW will credit Agent's Equipment account for such model of Equipment that was ordered and shipped to Agent during the preceding fifteen (15) days. The credit shall be equal to the difference in the price invoiced and paid by Agent 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 Agent's Equipment account once a month for the preceding month's eligible price changes. Agent shall not apply anticipated Credits against payments due prior to issuance by VZW.

6. **Disputed Amounts.** If Agent disputes any amount due to VZW, Agent 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:

180 Washington Valley Road, Third Floor, Bedminster, New Jersey 07921
Attention: Corporate Billing – National Agents

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

6.1 **Disputed Returns.** Agent shall not dispute any VZW rejected return unless Agent provides VZW written notice via email to the address below within fifteen (15) days of Agent's good faith belief there is an error and all documentation in support of Agent's position. If Agent fails to submit a disputed return that complies with this section, Agent has forfeited all rights to dispute such rejected return.

DymaxIndirectReturns@SE.VerizonWireless.com

7. **Shipping.**

7.1 **General.** VZW will ship all freight on a pre-paid destination basis via ground transportation to an address to be provided by Agent. In the event Agent requires a different method of shipment, Agent will be responsible for the additional cost of the shipment. VZW will act in a commercially reasonable manner to ship Equipment in accordance with Agent's order. Upon delivery to Agent's designated shipping address, title and risk of loss to the Equipment passes to Agent.

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 Agent receives a quantity of Equipment that differs from the quantity as reported on the packing slip, Agent shall notify VZW of the discrepancy within five (5) days of receipt of shipment. VZW will make the necessary receiving adjustments when proof of delivery warrants and shall present such proof to Agent.

7.4 **Inspection.** Agent shall inspect a shipment promptly upon delivery. Agent should never refuse a shipment. To do so may result in Agent being billed for the Equipment and not receiving credit for the return. **Agent should always accept delivery of Equipment and then contact VZW.**

7.4.1 Agent may reject Equipment on the basis of a sample inspection. **In order to reject and return Equipment to VZW, Agent shall notify and provide VZW with supporting documentation within five (5) business days of receipt of shipment.**

7.4.2 Upon receipt of a shipment Agent shall conduct a physical box/carton count to confirm shipment received matches that indicated on the Bill of Lading. If there is a discrepancy between the number of boxes/cartons indicated on the Bill of Lading and Agent's physical count, Agent should note the discrepancy on the Bill of Lading (for deliveries where a Bill of Lading is not used, notify the driver), accept the shipment, notify and provide VZW Corporate Billing via email at Indirectagents@VerizonWireless.com with 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 Corporate Billing will notify the designated Agent contact, provide Agent with the discrepancy procedures to be followed, and as appropriate issue a credit memo to Agent.

It is the responsibility of Agent, not the carrier delivering the shipment, to conduct a physical count of items received versus what is listed on the packing slip.

7.4.3 If Agent receives a shipment with visible damage including tampered boxes/cartons (i.e., open and resealed), Agent shall note the damage on the Bill of Lading including details concerning the damage to the boxes/cartons (for deliveries where a Bill of Lading is not used, notify the driver and ensure a damage scan is completed), accept the shipment, and notify VZW via email at Indirectagents@VerizonWireless.com of the details concerning the damage to the boxes/cartons within five business days of receipt of the delivery. VZW Corporate Billing will provide Agent with the discrepancy procedures to be followed.

7.4.4 Over Shipments. If Agent receives an over shipment of Equipment, Agent shall, within five (5) business days of receipt of the over shipment, notify VZW via email at Indirectagents@VerizonWireless.com of the over shipment, and advise VZW if it intends to purchase or return the over shipped Equipment. VZW Corporate Billing will provide Agent with the discrepancy procedures to be followed. If Agent elects to return the excess Equipment to VZW, Agent shall follow the shipping preparation guidelines set forth in Section 12 and VZW will pay all reasonable ground transportation freight charges. If Agent fails to return the excess Equipment to VZW within ten (10) days of receipt of the over shipment, Agent will be deemed to have purchased such excess Equipment and VZW will invoice Agent for the over shipment and Agent will be responsible for paying VZW the amount due for such Equipment.

7.4.5 Wrong Equipment Shipped. If Agent receives a shipment with the wrong equipment, Agent must accept the shipment, and notify VZW Corporate Billing via email at Indirectagents@VerizonWireless.com of the details concerning the wrong product received within five (5) business days of receipt of the delivery. Upon receipt of the notice VZW will investigate to verify the wrong equipment was shipped. Once confirmed VZW Corporate Billing will inform the Agent of the procedures to be followed to obtain an RMA (VZW Indirect Agent RMA Request form), in order to return the Wrong Equipment Shipped.

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

8. NO WARRANTIES. AGENT ACKNOWLEDGES THAT VZW IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND AGENT 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, AGENT PURCHASES THE EQUIPMENT "AS IS". VZW SHALL NOT BE LIABLE TO AGENT 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 AGENT FOR ANY LOSS DAMAGE OR EXPENSE OF ANY KIND OR NATURE FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. AGENT ACKNOWLEDGES THAT DISSATISFACTION WITH THE EQUIPMENT WILL NOT RELIEVE AGENT 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. Agent 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 Agent hereunder unless Agent furnishes VZW with a tax exemption certificate acceptable to the appropriate taxing authorities.

11. Disclaimer. IN NO EVENT SHALL VZW OR AGENT 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 AGENT'S ORDER OF EQUIPMENT UNDER THIS AGREEMENT.

12. 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 four classifications of returns.

- (1) Dead on Arrival ("DOA") – Equipment purchased from VZW that meets all applicable DOA return criteria provided in Section 12.1.1 or 12.1.2.
- (2) VZW initiated recall ("RCL") – any Equipment shipped from VZW that is later recalled.
- (3) Wrong Equipment Shipped ("WPS") - any Equipment incorrectly shipped from VZW including over shipments.
- (4) Test Drive Return ("TD") – any Equipment purchased from VZW and sold to a Subscriber in connection with a new Activation that meets all applicable TD return criteria provided in Section 12.1.5. **Note:** Equipment associated with an Upgrade is not eligible for return under the TD return process.

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.

12.1 DOA Return Criteria Equipment sold to Agent may be returned to VZW provided such Equipment meets the DOA criteria set forth in Section 12.1.1 and 12.1.2 except as follows

(a) If a Data Device has a soft failure after sale to end user (for example, a software, application, or compatibility issue), it may **not** be returned as a DOA. The Subscriber should be instructed to call VZW's Data Technical Support Team ("WDTS") for troubleshooting and device resolution at 1-800-922-0204. **Only hard failures such as keypad, display, or audio issues that have not been caused by liquid or physical damage and that can be duplicated by VZW will be accepted for return from Agent.** WDTS will be the final arbiter of any disputes between Agent and the Subscriber as to the nature of the Data Device's failure and resolution. In the event VZW WDTS deems the unit to be DOA, VZW WDTS will direct the Subscriber to return the DOA unit to Agent.

12.1.1 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 an 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 Agent received the Equipment within ninety (90) calendar days of receipt of Agent's RMA; and
- 6) Agent's return request (RMA) to VZW was made within ten (10) calendar days of Agent's discovery of the Equipment DOA condition; and
- 7) there is less than five (5) minutes on the non-resettable call timer of the handset.
- 8) If the Equipment does not meet the above Out of Box Failure Criteria, the entire RMA will be rejected and sent back to Agent.

12.1.2 Equipment That is Defective After Sale to End User

Criteria.

- 1) Agent shall 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 Equipment to Agent as DOA. Proof of Purchase to end user is a copy of the Subscriber's purchase receipt indicating the Equipment ID of the Equipment to which the receipt applies; and
- 2) the Equipment has less than five hundred (500) minutes on the non-resettable call timer; and
- 3) the Equipment 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 Equipment has no missing or broken components; and
- 5) the Equipment has a verified failure that can be duplicated by VZW; and
- 6) the Equipment shipped and Agent received the Equipment within one-hundred twenty (120) calendar days of receipt of Agent's RMA (VZW Indirect Agent DOA RMA Request form); and
- 7) Agent's RMA request to VZW was made within ten (10) calendar days of Agent's discovery of the Equipment's DOA condition.
- 8) If the Equipment does not meet the above Defective After Sale to End User Criteria, the entire RMA will be rejected and sent back to Agent.

12.1.3 Equipment That Meets DOA Criteria.

12.1.3.1 Equipment that meets the "Out of Box" or "Defective After Sale to End User" criteria may be returned to VZW through the RMA process set forth in Section 12.4.1 or Section 12.4.2.

12.1.3.2 A Data Device that fails after sale with a 'hard' failure such as an audio issue, keypad or display issue (which is not caused by water damage or physical abuse) may be exchanged with a new device at the original point of sale ("POS") if the issue is evident and duplicatable. Data Devices received at the Centralized Returns Warehouse without a duplicatable defect will be returned to Agent unrepaired and credit will not be issued.

12.1.3.3 A Data Device that fails after sale to an end user with a 'soft' failure such as an application issue or compatibility issue should be handled through the WDTS. The Subscriber should be informed to call the WDTS at 1-800- 922-0204. WDTS will attempt to troubleshoot the Data Device issue with the Subscriber. If WDTS determines the unit to be within the DOA timeframe (within thirty (30) days of date of purchase by Subscriber or less than 500 minutes of use – whichever occurs first) and the unit is deemed truly 'defective' then the WDTS will direct the Subscriber back to the POS for exchange with a new device. If WDTS determines the unit to be past the DOA timeframe yet within the warranty timeframe and truly defective, it will order a Field Replacement Unit ("FRU"). The FRU unit will be sent directly to the Subscriber by WDTS via its Direct Fulfillment Department within two (2) business days for orders processed by WDTS prior to 4:00 PM Central Standard Time (Mondays through Thursdays) and three (3) business days for orders processed by WDTS on a Friday or after 4:00 PM Central Standard Time on a Thursday. Subscribers requiring a Saturday delivery date will be responsible for the additional shipping cost.

12.1.4 Equipment That Does Not Meet DOA Criteria. If the Equipment does not meet all of the criteria in either Section 12.1.1 or 12.1.2 it is not a DOA and should be addressed through either the FRU process (if within the warranty timeframe) or through the Original Equipment Manufacturer's ("OEM") repair process.

12.1.5 Equipment That Meets TD Return Criteria.

12.1.5.1 Equipment associated with a new Activation that meets the TD criteria may be returned to VZW through the RMA process set forth in Section 12.4.1.3.

12.1.5.2 Equipment activated on an eligible VZW calling plan that was returned to Agent by the Subscriber within thirty (30) days from the date of Activation, and Agent has verified the Equipment is eligible for a TD return pursuant to the TD brochure.

- Agent shall ask Subscriber if he/she ported the number and when (date).
- Agent shall call the VZW channel support number to validate the port out

12.1.5.3 Equipment received at the Centralized Returns Warehouse that does not meet the above TD criteria will be rejected and sent back to Agent.

12.2 Recalled Equipment Return Criteria. VZW will notify Agent regarding recalled Equipment via fax or e-mail. Recalls will only be initiated by VZW's Inventory and Logistics Group located in VZW's Headquarters.

12.3 Wrong Equipment Shipped/Over Shipment Return Criteria.

- 1) The Equipment was shipped in error by VZW.
- 2) Agent notified VZW Corporate Billing via email at Indirectagents@VerizonWireless.com of the incorrect Equipment shipment no more than five (5) business days after Agent's receipt of the shipment.
- 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.

12.4 Return Procedures. Agent shall follow the procedures provided below and provide the required information to the VZW Returns/Inventory Control Department in order to initiate a DOA, RCL or TD return. Agent shall follow the procedures set forth in Sections 7.4.4 and 7.4.5 in order to return WPS. Failure to follow the procedures may result in the delay of VZW issuing credit to Agent.

- 1) Agent shall not return any Equipment to the VZW warehouse without prior written authorization (in the form of a VZW generated/provided RMA number) from VZW Reverse Logistics Department.
- 2) All Equipment approved for return to VZW must meet the requirements set forth in Section 12, contain a Packing List (if completed online) or the RMA request form if utilizing the manual process with a valid VZW RMA number on the shipping carton, and a shipping label.
- 3) Agent may obtain an RMA from the VZW Returns Web Site by following the procedures in Section 12.4.1, or by following the manual procedures set forth in Section 12.4.2. If an RMA request is approved, but the Equipment is not received from Agent within one hundred eighty (180) days of the RMA approval date, the RMA request will be removed from the VZW system.

12.4.1 Return Procedures Utilizing the VZW Returns Web Site.

12.4.1.1 DOA Returns. – To return DOA Equipment that meets the DOA criteria, Agent shall do the following:

- (a) Fully complete VZW Indirect Agent DOA RMA Request ("RMA") online form provided on the VZW Returns Web Site: <https://IndirectOrders.VerizonWireless.com>.
- (b) Fill in the following fields on the RMA form for each piece of Equipment to be returned to VZW for credit:

- (1) Dymax Item Code (Product SKU)
- (2) Equipment ID
- (3) An explanation of the failure of the Equipment by selecting one of the options in the "Failure Description" drop down box.

(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 are not limited to, the following: invalid Dymax Item Code, Equipment ID does not correspond to the Dymax Item Code, Equipment ID already returned and/or Equipment ID does not correspond to Subscriber's number.

(d) 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.

(e) After the RMA Number electronically appears on the RMA form, Agent **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 Agent. A photocopy of this Packing Slip must be included in each shipping carton.

(f) The VZW accepted RMA form will be posted on the VZW Web Site within five (5) business days of VZW's receipt of the returned product. Please allow thirty (30) days from receipt of Agent's 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 Web Site, (<https://IndirectOrders.VerizonWireless.com>).

12.4.1.2 RCL Returns.

(a) Fully complete an Indirect Agent RCL RMA Request online form as provided on the VZW Returns Web Site (<https://IndirectOrders.VerizonWireless.com>) for all RCL Equipment to be returned.

(b) Fill in the following fields on the form for all Equipment to be returned to VZW for credit.

- (1) Select RCL from the drop down box
- (2) Dymax Item Code
- (3) Equipment ID

(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 be limited to, the following: invalid Dymax Item Code, Equipment ID does not correspond to the Dymax Item Code, Equipment ID already returned, and/or the Equipment ID does not correspond to a Subscriber'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 /RCL Request form will be forwarded electronically to the VZW Reverse Logistics Department's email address.

DymaxIndirectReturns@SE.VerizonWireless.com.

The VZW Reverse Logistics Department will contact Agent at Agent's 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.**

(e) Once the VZW Reverse Logistics Department provides Agent with an RMA number, input that number into the applicable field ("RMA #: _____") on the Indirect Agent Packing Slip. Agent shall 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.

12.4.1.3 TD Online Returns – May not be combined with other types of returns, and must be submitted within thirty (30) days of return from the Subscriber to Agent.

(a) Fully complete an Indirect Agent TD request online form as provided on the VZW Returns Web Site (<https://IndirectOrders.VerizonWireless.com>) for all TD eligible Equipment to be returned.

(b) Fill in the following fields on the form for all TD Equipment to be returned to VZW for credit.

- (1) Select TDR from the drop down box
- (2) Dymax Item Code
- (3) Equipment ID
- (4) UPC Indicator

(c) After entering all items onto the RMA form (Note: Only ten (10) Equipment ID's per TD RMA) press the "Submit Request" button for Equipment ID 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 be limited to the following, invalid Dymax Item code, Equipment ID does not correspond to the Dymax Item Code, Equipment ID already returned, and/or the Equipment ID does not correspond to a Subscriber's Number.

(d) 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.

(e) After the RMA number electronically appears on the RMA form, Agent **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 Agent. A photocopy of this Packing Slip must be included in each shipping carton.

Do not send any Equipment back to the VZW warehouse without a valid RMA number.

12.4.2 Manual Return Procedures. To initiate a DOA, or RCL return, the following information must be provided to VZW's Returns/Inventory Control Department on a RMA form. The form can be obtained from the InfoCenter Web Site, Agent's Account Manager or by requesting a copy from the Dymax Indirect Returns e-mail address shown below.

DymaxIndirectReturns@SE.VerizonWireless.com