



# The Verizon Wireless Major Account Agreement

## Your Company's Information

Company Name:

Company Street Address:

City:

State:

ZIP:

Fed. Tax ID #:

D&B #:

## Legal Notices Address (if different from above)

Address:

City:

State:

ZIP:

## Your Points of Contact

Name:

Name:

Address:

Address:

Title:

Phone

Title:

Phone:

Company E-mail:

Company E-mail:

Name:

Name:

Address:

Address:

Title:

Phone:

Title:

Phone:

Company E-mail:

Company E-mail:

## Attainment Tier and Discount Percentage

Attainment Tier

5-99

Access Fee Discount on Your Corporate Subscriber Lines

8%

Access Fee Discount on Your Employee Subscriber Lines

5%

## Signatures

This Verizon Wireless Major Account Agreement (the "Agreement") is made between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its controlled and/or managed affiliates (collectively, "Verizon Wireless," "we" or "us") and your Company ("Company," "Customer," "you" or "your") (each, a "Party" or collectively, the "Parties"). Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the persons signing this Agreement are authorized to do so.

## CUSTOMER

By:

Date:

Name:

Title:

This Agreement allows your Company to purchase Wireless Service and Devices at discounted prices for your business use.

## Definitions

### 1. Definitions:

- 1.1. **Attainment Tier:** The range of total lines of Wireless Service active on your Company's account, which determines your discounts and other benefits under this Agreement. Your Employee Subscriber lines and any M2M Lines will also count toward your Attainment Tier, provided the M2M Lines are on plans with a monthly access fee of \$34.99 or higher.
- 1.2. **Corporate Subscriber:** An employee of your Company using Wireless Service under this Agreement whose line of service is set up in your Company's name and billed to your Company.
- 1.3. **Device:** A wireless phone, smartphone, tablet, data modem or similar device used with Wireless Service.
- 1.4. **Effective Date:** The date that this Agreement is last signed by both Parties.
- 1.5. **Employee Subscriber:** An employee of your Company using Wireless Service under this Agreement whose account is set up in your employee's name and for which the employee bears responsibility.
- 1.6. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
- 1.7. **Machine-to-Machine ("M2M") Line:** A line used for transmitting data between Devices and computer servers or other machines, or between the Devices themselves, with limited or no manual intervention. You can activate M2M Lines only on specified M2M plans.
- 1.8. **Products and Services:** Collectively, the plans and features that we offer for your Corporate Subscriber lines and M2M Lines, as well as any software or applications either on your Devices or used with the Wireless Service or the Devices.
- 1.9. **Wireless Service:** The radio service we provide to enable voice, data and messaging on your Devices.

## Term

2. **Term of Agreement and Minimum Line Requirement:** This Agreement will run for two years ("Initial Term") from the Effective Date and then continue on a month-to-month basis ("Extended Term") until one Party gives 30 days' prior Legal Notice to terminate it. "Term" means the Initial Term and the Extended Term. Your Company must achieve a minimum of five Corporate Subscriber lines within 180 days, and thereafter maintain such lines, to remain eligible for the benefits of this Agreement. We will continue to provide Wireless Service to any Corporate Subscriber lines and M2M Lines still active after this Agreement has been terminated, or if your Company does not achieve and maintain a minimum of five Corporate Subscriber lines, but we may remove your discount, any custom Products and Services, and other benefits of this Agreement. To the extent applicable, the terms and conditions of this Agreement shall govern any lines that are active after this Agreement has been terminated.
3. **Line Term and Early Termination Fee:** If you purchase certain Products and Services, we may require you to subscribe for Wireless Service for a period of one or two years ("Line Term"), as indicated at the time of purchase. You may have to extend a Line Term if you take advantage of certain promotions or services, or if you upgrade a Device at a discount. Once you complete a Line Term, the line will be on a month-to-month basis and we have the right to terminate that line with 30 days' prior written notice. If you cancel a Corporate Subscriber line or M2M Line prior to the expiration of its Line Term, or if we cancel it because you have breached this Agreement, we will charge an Early Termination Fee ("ETF"). The amount of the ETF will be based on the plan, feature, discounted Device or other offer that you choose when activating or renewing the Corporate Subscriber line, either \$650.00, minus \$15.00 for each month that the line remains active for any lines activated on a smartphone purchased from Verizon Wireless, or \$175.00, minus \$5.00 for each month that the line remains active for other Devices. For M2M Lines activated on Devices you provide, we will charge an ETF of \$50.00 for each line terminated. You can cancel a line within 30 days of activation or upgrade without an ETF as long as you return any Device you purchased from us at a discount within the 30-day period, but you will have to pay for your Wireless Service through that date.

## Purchasing Products and Services and Your Discounts

- 4. Purchases by Your Company; Your Points of Contact:** You must tell us who in your Company is authorized to purchase Devices, Wireless Service, and other Products and Services under this Agreement (these are your "Points of Contact"). Unless you tell us otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking your Company's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. You can designate a third party to act as your Point of Contact as long as you sign our letter of agency naming the third party and indicating the scope of its authority.
- 5. Rates and Charges:** The rates and charges, the voice, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each Corporate Subscriber line and M2M Line are determined by the Products and Services that you select for each line. You can purchase any retail Products and Services (i.e., those that we make generally available) subject to their terms and conditions, which may be obtained on [verizonwireless.com](http://verizonwireless.com) and will become part of this Agreement. We may also offer you custom Products and Services, the terms and conditions of which are described in this Agreement. Some Products and Services may have restrictions on the type of Devices that can be used with them. Third Parties may provide some Products and Services, and you can, at no cost, block or restrict access to them. Unless you switch your plan or feature, we will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. We may, however, with 30 days' prior written notice, change other rates, charges and fees, such as charges for options, features, and applications. We may also discontinue any retail Products and Services without notice; after that, you will not be able to activate new lines on or move existing lines to them. If a line of Wireless Service is no longer under a Line Term, or if you change or upgrade a Device, or assume liability for another line of Wireless Service, you will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement or any modifications to this Agreement.
- 6. Attainment Tier:** Your Company's initial Attainment Tier and the monthly access fee discount percentage are identified on the cover page of this Agreement. You have 180 days to activate enough Corporate Subscriber lines, Employee Subscriber lines, and M2M Lines to meet your Attainment Tier. If you fail to meet it, or fall below it for two consecutive billing cycles, we may change your discount based on the lower Attainment Tier. If you exceed it for two consecutive billing cycles, you must request a change in writing to your discount based on the higher Attainment Tier. It may take one to two billing cycles to adjust your discount and we will not apply any retroactive discounts, credits or charges.
- 7. Discounts:** If your Company has at least five active Corporate Subscriber lines, unless otherwise specified in the plan or feature, you will receive a discount based on your Attainment Tier, as follows:
- (a) For plans with a monthly account access fee per line, and no separate line access fee based on Devices activated on the plan, you will receive a discount on monthly access fees of \$34.99 or higher.
  - (b) For plans with a monthly account access fee, and a line access fee based on Devices activated on the plan, you will receive a discount only on account access fees of \$34.99 or higher.
  - (c) For data features added to the plans in (a) or (b), you will receive a discount on monthly access fees of \$24.99 or higher.
- 8. Your Employees' Personal Wireless Service:** Your Company's employees may receive a discount on their monthly access fees (subject to the qualifications in the "Discounts" section above). Employees must provide proof of employment and agree to the Verizon Wireless Customer Agreement to be eligible for the discount. Periodically, we may ask you or your employees to validate that they are still employed by your Company. Your employees will be eligible for an additional 3% monthly access fee discount if they register with "My Verizon" and enroll and remain enrolled in paperless billing.
- 9. Purchases by Parents and Affiliates:** Your affiliated companies may purchase Devices, Wireless Service and other Products and Services from us, and those lines will count toward your Attainment Tier. An affiliated parent company must own at least 50% of the equity interest in you, and an affiliated subsidiary is one in which you or your parent company directly owns at least a 25% equity interest. You must provide us with a list of your affiliated companies that can purchase under this Agreement. Each company must sign a parent/affiliate agreement, unless you have the legal authority to bind it to the terms and conditions of this Agreement. You are responsible for paying any charges not paid by one of these companies.
- 10. No Reselling or Purchases by Third Parties:** Unless we agree in writing, you cannot resell Wireless Service or bundle it with or embed it into products or services that you provide to your customers or to any third parties. No third party, including your Company's agents, contractors, vendors, distributors, franchisees, members or contract employees, is permitted to purchase Devices, Wireless Service, or other Products and Services under this Agreement. We may terminate your Corporate Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.

## Devices

11. **Devices Purchased from Verizon Wireless:** You may purchase Devices from us at a discount, subject to the requirements for such discount. Purchases of discounted Devices and accessories may not be for the purpose of reselling. You must activate any discounted Device on our network within 30 days of receipt; otherwise, we will charge you the difference between the discounted price you paid and the full retail price of the Device. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Devices at a discount; (b) termination of Corporate Subscriber lines or M2M Lines; (c) termination of this Agreement upon Legal Notice; and (d) pursuit of such other legal or equitable remedies.
- 11.1. **Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to your Company, and your acceptance occurs, when you receive the Device(s) at the address designated on your order. We may charge you for shipping. We will ship Devices to you within five business days of receipt of your order, subject to availability. You may exchange any Device or return it for a refund within 30 days from acceptance.
12. **Devices Purchased from Third Parties:** You may activate Devices that you purchase from third parties, but those Devices must be on our approved Device list when you activate them. All data Devices supporting CDMA must be compatible with Verizon Wireless's Over the Air Parameter Administration ("OTAPA") and Verizon Wireless's Over the Air Service Provisioning ("OTASP"), to allow remote configuration of services on the Devices including service activation and access on the Verizon network and roaming partners' network. All data Devices supporting LTE must be compatible with Verizon Wireless's Over the Air Device Management ("OTADM") which allows you to remotely manage your Devices in the field and also allows for firmware updates, enabling of services, and application of configuration updates to your Devices. We shall have the right to perform Firmware Over the Air ("FOTA") Updates, as applicable on all of the aforementioned Devices you purchase from third parties, and to access data Devices via OTAPA and OTADM for several purposes, including: (i) terminating interference with the Verizon network at a charge of \$25.00 per terminated Device, and (ii) updating the Preferred Roaming List. You must subscribe to a security service and a FOTA service and ensure data Devices have the latest necessary security software and Original Equipment Manufacturer ("OEM") firmware to maintain business continuity. Any data charges associated with a Device security or firmware upgrade is your sole responsibility. Third parties establish their own legal terms for the sale of Devices, and we have no control over their charges, terms or return policies. You must ensure you register third-party Devices with the OEM. We are not responsible for any claims related to such third-party Devices or your use of them. Devices that we have not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner you do not intend, and may attempt to continue to register on our network after termination. Such activities may result in additional charges for which you will be responsible.
13. **Lost or Stolen Devices:** If you lose a Device or it is stolen, you may request that we suspend service and billing to the affected Corporate Subscriber line or M2M Line for up to 30 days. Until a suspension begins, you are still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

## Wireless Service

14. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Device or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Devices that are approved to operate on our network. In some areas, Wireless Service may be provided by a third-party roaming carrier and subject to agreements with such carriers. Data service on such other networks may be limited or slowed. You must activate Devices within the areas served by our owned and operated network. Verizon Wireless reserves the right to terminate any Corporate Subscriber lines and M2M Lines that roam permanently on a third-party carrier's network. Your lines that are in a fixed location must always be within the areas served by our owned and operated network.
15. **Enhancement of Wireless Service:** You must obtain our approval and written agreement before you install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. We may terminate your Corporate Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.
16. **Use of Wireless Service and Devices; MTNs; SIMs:** In order to protect our network, operations, and other customers, we may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate this Agreement, if you use the Wireless Service or Devices (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Your Company shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health

Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. We will assign one mobile telephone number ("MTN") to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Device requires a Subscriber Identity Module ("SIM") card provided by us, we own any intellectual property or software on the SIM card.

### Billing and Payment

17. **Monthly Bills:** Your billing and shipping addresses must be in our licensed service area. We will bill your Company monthly, and you are responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below), on your Company's Corporate Subscriber lines and M2M Lines. We generally bill monthly access fees and feature charges in advance, and airtime overage and other usage charges in arrears. Monthly billing cycles vary and may not correspond to calendar months. We may provide billing for third parties, and charges for Products and Services that you purchase from them will appear on your bill. Paper bills will not be provided unless requested in writing.
18. **Disputed Charges:** You must dispute any charges within 180 days of the due date of the bill by giving us written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. We will make a good faith effort to reconcile the dispute within 60 days of the date of your notice. If both Parties cannot reach an agreement in that time, either Party may invoke the "Dispute Resolution" process described below.
19. **Payment Terms:** You are required to pay undisputed charges within 30 days of the date of each bill. We will charge a late fee on past due amounts, to the extent permitted by the law of the state where you are billed, of 1½% per month or \$5.00 per month, whichever is greater. If your payment is returned to us by a bank for any reason, we will charge you a fee.
20. **Failure to Pay:** If you fail either to make a payment on time or to dispute charges as required, we may upon notice suspend or terminate Wireless Service to some or all of your Corporate Subscriber lines and M2M Lines or deny any new line activations. If we refer your account to a third party for collection, we will charge a collection fee at the maximum percentage permitted by applicable law to cover collection-related costs. We may require you to provide a deposit to secure payments under this Agreement based on your payment history. Such a deposit shall not relieve you of your obligation to make future payments and shall bear interest as required by law.
21. **Taxes; Surcharges; Exemptions:** If we are legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then we will bill you for those Taxes. If we incur an expense (other than a net income tax) to comply with legal or governmental requirements, or to pay a local telephone company to deliver calls, we may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If you provide us with an official Tax exemption certificate or with other evidence of exemption that we find acceptable, then we will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, you ask us to apply an exemption and the exemption is later found not to apply, you will be responsible to pay the uncollected Tax, plus interest and any penalties. We do not issue credits for Taxes billed before we receive evidence of exemption.

### Limitations and Warranties

22. **LIMITATION OF LIABILITY:** UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO YOUR COMPANY, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE DEVICES; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE DEVICES OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
23. **LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
24. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE DEVICES AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE DEVICES. WITH RESPECT TO VERIZON WIRELESS, YOUR COMPANY PURCHASES THE DEVICES "AS IS." DEVICES SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO YOUR COMPANY BY THE DEVICE MANUFACTURER.

## Dispute Resolution

25. **Dispute Resolution:** We both agree to arbitrate any dispute that arises under or relates to this Agreement. If there is a dispute, the Parties agree to meet within 30 days of the date when one of us gives Legal Notice informing the other of such a dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by the American Arbitration Association; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of us shall be required to arbitrate. The arbitration requirements of this section will not apply if either Party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either Party may seek preliminary and final injunctive relief.

## Confidential Information

26. **Confidential Information:** "Confidential Information" is anything concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, which the disclosing Party labeled or designated as confidential. You must treat any custom pricing or Products and Services in this Agreement as Confidential Information. If either Party gives Confidential Information to the other Party, the receiving Party will keep it confidential for the Term of this Agreement and then for an additional two years. Either Party may use Confidential Information for any purpose related to the performance of this Agreement. We may share Confidential Information with our affiliates.

26.1. **Exclusions:** These restrictions do not apply to information that (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process; or (e) is independently developed without reference to the Confidential Information. We do not receive your Confidential Information solely because you receive, transmit, obtain or otherwise exchange such information through the use of the Wireless Service, or because we offer Products or Services that involve the hosting, transport or other similar handling of such information.

## Miscellaneous

27. **Assignment:** Either Party may assign this Agreement without the other Party's consent if the prospective assignee (a) is financially able to perform under this Agreement; (b) agrees in writing to assume and fully perform all the duties and obligations of the assigning Party; and (c) is either an entity that controls, is controlled by or is under common control with the assigning Party, or is a successor in interest to all or substantially all of the assigning Party's assets. Any other assignment requires the Parties' prior written consent. We both agree that this Agreement shall be for the benefit of and binding on our respective successors and assigns.

28. **Force Majeure:** Any failure by us to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference or preemption by a government agency, sanction, embargo, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond our reasonable control.

29. **Notices:** We will provide notice of most issues related to your use of the Devices, Wireless Service or the Products and Services via mail or e-mail to your Point of Contact, or via a message with your monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. We will send Legal Notice to the address on the cover page of this Agreement. If you send us Legal Notice, it should be sent to the following address:

Verizon Wireless  
Legal & External Affairs Dept.  
One Verizon Way  
Basking Ridge, NJ 07920  
Attention: HQ Legal - B2B Contract Administration

30. **Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the State of New York shall govern the validity, construction and performance of this Agreement, subject to the provisions of the "Dispute Resolution" section above, and without reference to New York's conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in New York, New York, and waives all objections to a New York, New York venue.



31. **Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless we both agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
32. **Customer Proprietary Network Information:** We want to offer you customized solutions to support your business needs. To facilitate this, you consent to the use and sharing of Customer Proprietary Network Information ("CPNI") within the Verizon family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of your subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. You have the right to refuse this consent, and doing so will not affect any existing Services. You may withdraw or limit your consent at any time via email at [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) and consent remains valid until updated by you.
33. **Export Controls:** The United States and other countries may regulate the export, import and use of certain hardware, software and technological data provided under this Agreement. Your Company agrees to comply with the U.S. Export Administration Act, the regulations that the U.S. Department of Commerce promulgates under it, the embargoes and sanctions established by the Department of Treasury, Office of Foreign Assets Control and any other applicable laws or regulations. If your Company chooses to access or use Devices, Wireless Service or any website or portal that Verizon Wireless maintains, in or from prohibited or sanctioned location(s), your Company will be solely responsible for compliance with local-use controls, laws and regulations, including those relating to the import and export of technical data associated with that access or use. Your Company acknowledges that Verizon Wireless has made no representations concerning the appropriateness, availability or legality of the content on any Verizon Wireless-maintained website or portal when accessed outside the United States, and that your access to them from locations where their content is illegal is prohibited.
34. **Counterparts; Electronic Signature; and Admissibility of Copies:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that all Parties are not signatories to each counterpart. An electronic or facsimile copy of the manually and/or electronically signed Agreement shall be deemed, and shall have the same legal effect as, an original document. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such party to this Agreement.
35. **Entire Agreement:** The terms and conditions of this Agreement and those of any Devices and other Products and Services selected by your Company constitute the entire agreement between the Parties with respect to this subject matter. This Agreement takes precedence over any conflicting terms and conditions for Devices or other Products and Services, except if the latter apply specifically to such Devices or Products and Services. Except for the incorporation by reference of the terms and conditions of Devices or Products and Services purchased by your Company, this Agreement shall not be amended or modified, including by a purchase order, unless we both agree in writing. This Agreement supersedes all prior agreements for the provision of Wireless Service, Devices and other Products and Services between the Parties. This Agreement applies to any Device or Product and Service that we may give you on a trial basis.