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# Verizon Critical Asset Sensor

## Pilot Terms of Service

Thank you for choosing Verizon. These Pilot Terms of Service (“Pilot Terms”) set forth the terms and conditions that apply to a pilot of the Verizon Critical Asset Sensor service (the “Service”).

***While we will try to accommodate your interest in piloting the Service, due to limited quantities of devices, we may not be able to select you for this pilot program. You understand agree that we reserve the right in our sole and absolute discretion to choose pilot participants and we may reject you for the pilot for any reason or no reason without any liability or compensation to you.***

"We," "us," "our" or "Verizon" in these Terms means Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership with an address at One Verizon Way, Basking Ridge, New Jersey 07920, United States, on behalf of itself and for the benefit of its affiliates.

“You” and “your” means the company listed in the pilot submission form. By accepting the Pilot Terms and submitting the form, you represent and warrant that you are authorized to accept these Pilot Terms on behalf of your company.

### Pilot Overview

If we select you to participate in a pilot of the Service (“Pilot”), we will provide the following as part of the Pilot at no cost.

- Three (3) cellular enabled tracking devices (“Devices”);
- Wireless data connectivity over our LTE Cat-M1 network; and
- Access to ThingSpace Services.

### Term of Pilot

The Pilot will run for a period of sixty (60) days commencing on the date that we activate the Devices. You will typically receive the Devices 1-2 business days following activation, but it may take longer if there are delivery delays.

### End of Pilot

After the 60-day Pilot period, we will turn off cellular connectivity for the Devices. You will return Devices in good working condition by no later than 30 days following the end of the Pilot. ***If you fail to return Devices in a timely manner or return them in a***



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***damaged or nonfunctional state, then you will be required to compensate us for the cost of replacing those Devices at a cost of \$300 per Device.***

## **Restrictions**

The Service is provided to you as a pilot for your own internal use within the United States only. You may not resell the Service or allow third parties to use the Service. You are responsible for all activity occurring under your accounts and/or credentials (e.g., your API keys) in connection with the Service. If you become aware of any unauthorized access or use of the Service or any other breach of security, you should notify us immediately.

Use of Location Tracking: If you use the GPS location functionality of the Devices during the Pilot, these following terms apply.

- To the extent there are individuals who you track or can track through your use of the Service, you must obtain affirmative, opt-in consent from each such individual to access, use, copy, store, collect or disclose location information relating to such individual. You may not access, use, copy, store or disclose such location information before you obtain appropriate consent. Consent must be obtained with clear, conspicuous and comprehensive notice that describes how location information will be accessed, used, copied, stored, collected and/or disclosed.
- You must allow individuals to deny, revoke or withdraw consent for your use of location information relating to them through readily available means or mechanisms at any time. If an individual denies, revokes or withdraws consent, you may not access or collect that individual's location information or perform any other actions for which consent has been denied, revoked or withdrawn.
- You must delete location information relating to individuals when it is no longer needed. You must implement security measures and safeguards that protect the privacy and safety of individuals whose location information you obtain through the Service.
- You must generally comply with all applicable laws, including privacy laws, relating to access and use of location information.

## **Privacy**

We collect information about you, including personal information. By accepting these Terms, you consent to our data collection, use and sharing practices described in our [Privacy Policy](#).

## **Intellectual Property**

Verizon and its licensor(s) expressly reserve all right, title and interest in and to the Service, including all intellectual property rights in and to the Service. No rights are granted to you under these Pilot Terms other than as expressly set forth herein.

## **Disclaimer of Warranties**

We make no representations or warranties, express or implied, about the Service, including, to the fullest extent permitted by applicable law, any implied warranty of



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merchantability or fitness for a particular purpose. We do not guarantee that the Service will be error-free or completely secure.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR THE LIKE) OR ANY OTHER DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, PERFORMANCE OR PROVISION OF, RELIANCE ON OR FAILURE TO PROVIDE THE SERVICE. OUR AGGREGATE, TOTAL LIABILITY FOR DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THE THE SERVICE WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **Indemnity**

You agree to defend, indemnify and hold harmless Verizon and its officers, directors, employees, agents, licensors and suppliers from and against all liabilities, costs and expenses, including reasonable attorney's fees, arising out of or in connection with (i) any act or omission by you in connection with your use of the Service; (ii) your violation of these Pilot Terms; (iii) any actual or alleged infringement by you of any intellectual property or other right of any person or entity; or (iv) your violation of laws and regulations. You will assume control of the defense and settlement of any claim subject to indemnification by you. We may, however, at any time elect to take over control of the defense and settlement of any such claim. You will not settle any such claim without our prior written consent.

## **Survival**

Upon termination or expiration of the Pilot, all sections of these Pilot Terms that by their nature are intended to survive will so survive.

## **General**

The failure of either party to exercise or enforce any right or provision of these Pilot Terms will not constitute a waiver of such right or provision. You may not transfer, assign or delegate any rights or duties under these Pilot Terms without our prior written consent and any attempted assignment or delegation is void. If any portion of these Pilot Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portion(s) will remain in full force and effect, and any invalid or unenforceable portion(s) will be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from these Pilot Terms, and the rest of the Pilot Terms will remain in full force and effect. The relationship between the parties is one of



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independent contractors. These Pilot Terms will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law provisions. Any legal action, suit or proceeding arising out of or relating to these Terms, must be instituted exclusively in the federal or state courts located in New York, New York. These Terms constitute the entire agreement between you and Verizon with respect to the Pilot, and supersedes all prior oral or written understandings, communications or agreements.

