

# **ATTACHMENT A**



pure transport service, but rather a service that at its core provides users with the capability to access, interact with, send, and share stored information available over the Internet. That necessarily and inherently incorporates the capabilities to retrieve, store, utilize, process, acquire, generate, make available, and transform information.

4. Further, Verizon's and other broadband providers' offerings include as integral parts various information service capabilities such as email, spam filtering and blocking, virus controls, parental controls, customized home pages, email storage and retrieval, file and photo storage, specialized content, and others. Indeed, over time (and since 2002 when the Commission first determined that broadband Internet access service was an integrated information service), the information service capabilities that are incorporated as part of the Internet access service offering have only increased as a result of competition, consumer demand, and the development of newer, ever more advanced technologies, applications, and services. Consumers expect and value these capabilities as part of the offering, and that is why providers like Verizon include them as part of consumers' services. That such capabilities are an integral part of the offering to consumers is evident from the fact that they are included in advertisements and other materials designed to attract and retain customers, as well as in other material provided to consumers to explain the nature of the service (*e.g.*, terms of service).

**Broadband Internet Access Inherently Incorporates Information Service Capabilities.**

5. The broadband Internet access services that Verizon and others offer to consumers are not pure transmission services. Rather, at their core, broadband Internet access service offerings provide consumers with an integrated service that enables them to access, interact with, send, and share stored content available over the Internet. That, in turn, requires

incorporating a set of integrated capabilities that enable consumers to retrieve, store, utilize, process, acquire, generate, make available, and transform information.

6. For example, consumers use their Internet access service on a near constant basis to store, retrieve, acquire, and utilize information. In a number of cases, such information may be stored by the broadband Internet service provider itself – such as with email and email attachments, information the user has saved in and makes available on his/her personal web storage, and cached information. The information may also be content that the broadband provider or its partner is itself providing. For example, as I explain below, Verizon offers its customers access to web portal pages provided by Verizon and its partners, as well as to selected content offered in conjunction with third party partners, such as ESPN360. Conversely, consumers use their broadband Internet access service to store information of their own creation, including emails, documents, photos, and other information and materials that they maintain in personal web pages and, as noted below, in storage space that Verizon provides on its network.

7. Broadband Internet access also offers consumers the capability to make information available to others. For example, cloud-based offerings such as collaboration software enable consumers to make information available to other users through their broadband services, as well as to retrieve and acquire information from other users. In addition, a consumer can make available to others a live video feed through the Internet (e.g., from a home video camera). Residential customers also are able to use Verizon's Online Back-Up and Sharing service to share files and folders with others; small business customers are able to store and retrieve information on a shared network either in the office or remotely. Again, this capability is fundamental to Verizon's and other providers' broadband Internet access offerings.

8. Consumers are also provided the capability to generate and transform information using their Internet access service, by, for example, personalizing the content that appears on their home portal pages that appear when they first log on, creating blogs, and other activities. Verizon's small business customers, for example, can take advantage of social networking functions that Verizon offers by posting profiles of their businesses and interacting with other Verizon subscribers.

9. Thus, broadband Internet access service is inherently an offering designed to provide consumers with the capabilities to retrieve, store, utilize, process, acquire, generate, make available, and transform information – not simply to transport it. From the consumer's perspective, each of these capabilities is incorporated as part and parcel of the broadband Internet service that the customer purchases. A pure transport service without these capabilities would be a fundamentally different offering, and it would not provide customers with the Internet experience that they expect in today's highly competitive marketplace.

**Verizon's Internet Access Services Integrate Substantial Information Services Capabilities**

*Residential Customers*

10. The FiOS and High Speed Internet (DSL) services that Verizon offers to its residential customers integrate a variety of capabilities as part of the service offerings that enable consumers to retrieve, store, utilize, process, acquire, generate, make available, and transform information. The technical aspects of these capabilities are explained in greater detail in the Joint Declaration of Jeannie H. Diefenderfer and Thomas K. Sawanobori ("Diefenderfer/Sawanobori Declaration").

11. Broadband Internet access service offerings incorporate capabilities such as email, file transfer, and caching. In Verizon's case, for example, residential consumers are provided with nine email accounts, with the primary account including 2 Gigabytes of email storage, and the additional eight accounts having 250 MB each. Consumers also receive a Personal Web Space, which allows customers to store, retrieve, and modify files on Verizon's servers. Verizon provides broadband customers with 20 megabits of Personal Web Space, with the option to purchase additional space, if desired. This service also includes Site Builder, which is a web-design tool that makes it easy for customers to design and build their own web site, and thereby create content of their own choosing to be stored on Verizon's servers. These various parts of Verizon's broadband Internet access offering also provide consumers with the capability to store, retrieve, acquire, transform, and process information.

12. Verizon also offers its FiOS and High Speed Internet customers parental controls as part of its service to help protect young users from accessing web sites or applications that may not be appropriate for them to view or use. These tools and resources are offered in a central location on Verizon's website – the Verizon Parental Controls Center (<http://parentalcontrolcenter.com>). They allow parents to store preferences and turn on various capabilities that process requests for Internet content and services and take various steps such as blocking, filtering, and selecting certain websites and services. They include additional features that make available (1) a program-specific filter that disables programs such as Instant Messaging and gaming; (2) tools to enable real-time web tracking that allows parents to see which sites their children are attempting to access and provides usage reports; (3) content filters that allow parents to select categories of web sites (*e.g.*, web sites concerning sex or gambling or that contain profanity) or employ keyword filtering technology to identify and block websites

that might be offensive or objectionable; (4) controls to enable parents to screen and block messages from specific email addresses; and (5) age-appropriate content filters to help parents decide what content and social networking sites are safe and appropriate for their children's use. Parents also can schedule when Internet access will be available on their children's computers to ensure, for example, that their children can only access the Internet when an adult is available. Each of these capabilities, which are offered as a software-based service resident on the user's desktop, is fully integrated into Verizon's Internet access service and functions as an important and indistinguishable part of customers' online experience.

13. Verizon also offers its customers a variety of security functions that similarly are fully integrated with their Internet access service and make it possible for them to access, interact with, send, and share stored information over the Internet. Verizon continually monitors its network for viruses and other threats and takes steps to protect against them. These functions, which include, among others, black-hole routing, scrubbing, and port filtering, are described more fully in the Diefenderfer/Sawanobori Declaration. As that Declaration and the exhibits attached to it demonstrate, Verizon is constantly retrieving, acquiring, processing, and utilizing information to take steps to protect consumers and their equipment/devices from Internet borne threats. These capabilities are not only critical to the protection of the network from cybersecurity threats, they are essential to the successful provision of Internet access service and part of what consumers expect to receive as part of their Internet offering.

14. Verizon also provides a variety of protections in connection with subscribers' email, including spam protection and filtering of harmful inbound and outbound e-mail. For example, Verizon employs a sophisticated anti-spam firewall to block harmful inbound and

outbound email traffic before it can be delivered to (or sent from) Verizon's email servers.

Verizon's email service also uses an email "reputation system" to block harmful inbound and outbound emails from suspicious IP addresses, scans inbound and outbound email messages for spam signatures and virus signatures, and employs outbound Port 25 filters to block outbound spam. These functions, which also are integrated with the Internet access service, require various forms of processing, retrieval, and other capabilities (e.g., the reputation system requires the network to retrieve and utilize a list of known suspicious IP addresses).

15. In addition to security capabilities included as part of all of Verizon's Internet access services, Verizon also offers customers, for an additional charge, the Verizon Internet Security Suite ("VISS"), which is a set of software and services that help further protect customers' computers and personal information from hackers, viruses, spyware, and other threats. VISS is available to residential customers as a single package, which protects one computer, or as a network package, which protects up to three computers. The specific services made available to customers as part of the VISS include: (1) anti-virus/anti-spyware, which helps to detect, block and remove viruses, spyware, and adware by scanning and blocking spyware and viruses before they can install and spread on a customer's computer; (2) anti-Phishing software that alerts customers when they attempt to access web sites that may try to steal their identity, and recognizes known or potentially fraudulent web sites and redirects customers to a McAfee Phishing filter safe page; (3) parental controls (described above); (4) two-way firewall protection that notifies customers when the firewall detects intrusion attempts or suspicious activity; (5) Verizon SiteAdvisor, a website guide and shield that provides a color-coded rating of websites to warn customers when they visit risky websites; (6) network monitoring that alerts customers when intruders connect to their home network and provides

real-time information regarding customers' home network status; (7) stealth mode, which masks customers' IP addresses to make their computers invisible to hackers; and (8) automated PC health and performance tools, that provide automated disc defragment and help to organize and delete files to minimize network slowdowns. VISS also includes automated network-generated updates that ensure that customers' computers are equipped with the latest security definition files and software updates/upgrades as they become available. These functions require processing, storing, generating, and retrieving information (e.g., the process of scanning for spyware and viruses requires processing of email and other communications).

16. Verizon's Internet access offerings also enable Verizon subscribers to have access to a variety of free online content, including customized home page portals provided by Verizon or its portal partners, as well as to third-part content such as ESPN360 (and to additional games and other content for an additional monthly fee). Through ESPN360, for example, customers have access to more than 3,500 live online events a year; they can watch multiple games simultaneously, view real-time statistics and scoreboards, and participate in live, interactive chat rooms. Verizon also offers its Internet customers access to a wide array of news, sports, entertainment, and business information and videos, as well as additional online content, such as DisneyConnection, ABCNews Now, NFL Network Game Extra, Movies.com MAX, and SOAPNETIC. Providing such content requires offering the capability to, among other things, store, retrieve, and utilize information, and providing our consumers' with access to this content can be an important competitive differentiator that many consumers value.

17. Verizon FiOS and High Speed Internet customers receive online file backup and sharing services (for additional monthly charges) that enable them to store, transform, retrieve,

and make available their own content online. For example, Verizon customers have access to Online Backup software that they can download to their computers that will automatically back up selected files and folders to online storage locations on remote Verizon servers. Customers also have access to Verizon's Online Sharing, which provides access to a web site where customers can selectively upload and download files and folders to their private account on the Verizon network. Customers can also send password protected invitations containing links to their files and folders for friends, family and business associates. Customers that receive such invitations can view, download, upload, and modify files depending on the permissions granted to them by the person who sent them the invitation.

18. Another function incorporated into Verizon's broadband Internet service offering is the Domain Name System ("DNS"), which is integral to consumers' ability to access, interact with, send, and share stored information over the Internet. DNS relies on a hierarchy of servers located throughout the network to translate and process the domain name (URL) entered by a consumer into an IP address for the destination of the user's communication, as determined by the domain name system's servers. As explained in greater detail in the Diefenderfer/Sawanobori Declaration, DNS requires a number of enhanced storage, processing, and retrieval capabilities to perform its functions.

#### *Small Business Customers*

19. As part of their basic service offering, Verizon small business customers receive many of the services described above (including the core capability of accessing and using stored information available over the Internet), as well as a number of additional capabilities and types of content that are integrated with the Internet access service. For example, along with DNS,

small businesses customers are provided the capability to register their own web addresses with a Verizon-managed authoritative server. Once registered, the customer's domain name will be stored on the server and will be made available for retrieval to all who search the DNS in the future, thereby enabling the customer to make available through the Internet the stored information contained on the website at the web address.

20. Verizon small business customers also receive additional information service capabilities as an integrated part of their Internet service offering. These include, for example, (1) up to 10 email accounts; (2) email storage (2 gigabytes is included in the service for free; 250 megabytes is available with each additional mailbox added); (3) the Verizon Internet Security Suite; (4) Online file backup (250 megabytes of space, with additional space available for an additional monthly fee); and (5) email encryption (for an additional monthly charge).

21. In addition, Verizon provides its FiOS and High Speed Internet business customers with access to an increasing variety of online content and interactive features created by Verizon as well as third-party providers through the Verizon Small Business Center portal. The portal functions as a landing page and is intended to be a daily destination for small business customers, who can personalize and change the appearance of the portal to meet their specific demands. In addition to providing access to news and other informational content, including webinar series and small business blogs, it also offers access to a variety of interactive content such as professional/social networking forums. The portal also functions as an online marketplace for Verizon, as well as third-party, products and services. Thus, the portal provides the capability to store, retrieve, acquire, and transform information. In addition (for an additional

monthly fee), customers can access the Verizon Collaboration Center, which allows them to share files, coordinate schedules, and host online webinars.

### **Verizon Wireless Services**

22. Verizon Wireless similarly offers its customers an increasing variety of capabilities and content that are fully integrated with its broadband Internet access offerings and enable consumers to access, interact with, send, and store information through the Internet. As is the case with Verizon's wireline Internet services, Verizon Wireless provides security, caching, DNS, and other functions that facilitate the ability of consumers to use the core capability of broadband Internet access offerings.

23. Verizon Wireless also includes various email applications in connection with its broadband Internet access offerings. For example, "Mobile Email" is included with certain data plans for smartphones. With Mobile Email, subscribers can access the most popular email services such as Yahoo! Mail, Windows Live Mail, AOL, AIM, and Verizon.net accounts. Subscribers can configure their own POP3 and IMAP accounts as well. Mobile Email allows subscribers to send and retrieve emails quickly and easily, wherever they are. Other email applications can be purchased such as Wireless Sync, which allows subscribers to have their personal and business email directly delivered to their handsets. Email can be sent and stored on the phone for convenient viewing, replying, and forwarding. In addition, Wireless Sync updates calendars and contacts over the air right on the handset.

24. Verizon Wireless also offers its customers access to Mobile Web, which makes it possible for them to easily access the latest news, tools, and information content and read and send e-mail from their mobile devices. Mobile Web 2.0 is a feature provided without charge as

part of Verizon's nationwide calling plans. The Mobile Web 2.0 home screen is "VZW Today" – an up-to-the-minute look at news and online content provided by Verizon Wireless in the categories of News, Email, Entertainment, Sports, Weather, Connect, Shopping, and VZW Services. The Mobile Web companion website also provides the necessary tools for customers to customize content on their mobile phones. Optimized View for Mobile Web is a recent Mobile Web enhancement. Optimized View offers subscribers the opportunity to browse full Internet HTML sites on their mobile devices. This capability expands the range of content that subscribers can view by transforming and optimizing HTML pages based on each mobile device's capabilities and screen size.

25. Verizon Wireless also includes as an integrated part of its broadband Internet access offering Content Filters that enable consumers to filter and control the content that their children access through their Verizon Wireless handsets, including content accessible through Mobile Web. These filters can be set at a variety of age-appropriate levels based on content categories established by the content provider and subject to verification by Verizon by logging into the subscriber's account at "My Verizon." The content categories include: (1) "C7+" for content recommended for children ages seven and older (similar to TV-G); (2) "T13+" for children ages 13 and older (similar to TV-PG/TV 14 or PG 13 rated movies); and (3) "YA17+" for children ages 17 and older (similar to TV-MA or R-rated movies and explicit rated songs). Verizon Wireless also provides parents with the capability to block any or all data services available on their children's handsets. Those blocks can be used to prohibit access to, among other services, the Internet, and prevent the sending or receipt of text, picture, or video messages, as well as short code message campaigns. Each of these filters and blocking technologies are

easily accessible in a one-stop-shop to customers and are an integrated component of Verizon's wireless data service offering, branded Verizon Safeguards.

**Customers Expect All of These Services as Part of their Broadband Experience.**

26. As the above discussion makes clear, over time and in order to respond to consumer demand and competitive pressures, Verizon and other broadband network providers have come to offer their customers an ever-increasing variety of capabilities as an integral part of their service offerings that are designed to improve the efficiency and function of those services and to facilitate the core function of the service – providing users with the capability to access, interact with, send, and share stored information available over the Internet.

27. From the consumer's perspective, these information service capabilities are incorporated as part of the broadband Internet service offering. Customers expect to be able to “turn on” their service and have instant access not only to the Internet, but also to all of the additional capabilities that they expect as part of the Internet experience today, including email, storage and sharing functions, a secure network environment in which they are protected on a real-time basis from threats to their devices, and an increasing variety of customized content. Indeed, Verizon and other broadband Internet access providers would have no reason to make these capabilities part of their offerings unless consumers desired and expected them. That is why providers, including Verizon, seek to attract (and retain) consumers to their broadband Internet access services based on the full range of these capabilities and content, not simply transmission speed and coverage. In fact, it would be unimaginable for a network provider in today's increasingly dynamic marketplace to compete effectively for customers by providing

only a pure transport service, without all of these additional capabilities that customers have come to expect and take for granted as part of their broadband Internet experience.

28. The fact that these capabilities and content are an integral part of Verizon's Internet service offering and part of what consumers are looking to buy when they purchase wireline and wireless "broadband Internet access service" is reflected in providers' advertising campaigns, which include extensive promotions of and references to these capabilities. For example, as the attached sample materials make clear, Verizon's FiOS residential advertising materials feature detailed descriptions of the Verizon Yahoo! email service and email storage functions that are made available as part of the Internet access service package, as well as the "TrueSwitch" email switching software that Verizon makes available to give customers the capability to forward email to their Verizon email account so that they can retain access to stored email, addresses, and buddy lists. In the case of FiOS small business customers, Verizon's advertising materials similarly feature the email capabilities and storage functions that are provided as part of the basic service offering. These materials also highlight the online file storage capabilities that Verizon provides as part of its residential and small business packages, Verizon's Internet ad campaigns also provide extensive discussion of the wide variety of online content that is made available as part of its basic Internet access service offering, including, as noted above, access to ESPN360.com, Disney Connection, and ABCNews Now, among others.

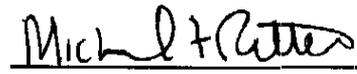
29. The "Verizon Online Terms of Service" ("TOS") made available to customers (copy attached) further confirm that the "Service" offering to which Verizon's broadband Internet access customers subscribe incorporates the capabilities described above to access, interact with, send, and share stored information available over the Internet. For example, the

TOS make clear that Verizon's broadband service includes, among other features, the ability to send, receive, and store email, as well as access to the DNS, Verizon's online content, Personal Web Space, Verizon Online Backup and Sharing, and the Verizon Internet Security Suite.

30. Finally, Verizon's customer data confirms that customers value the capabilities it offers as an integral part of its Internet access service. For example, even though they have the ability to chose an alternate provider for DNS, customers overwhelming look to Verizon to supply that service. Verizon provides DNS service to at least 95 percent of its FiOS and High Speed Internet customers, and its DNS servers receive almost 23 billion DNS queries per day. In the case of email, as of June 2010, Verizon customers have more than 10 million Verizon.net email boxes.

31. This concludes my declaration.

I, Michael F. Ritter, declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

A handwritten signature in black ink that reads "Michael F. Ritter". The signature is written in a cursive style with a horizontal line underneath it.

Michael F. Ritter

Date: July 15, 2010

## Verizon Yahoo! for FiOS

Verizon Yahoo! with FiOS® Internet and keeps you in touch with the #1 e-mail service in the U.S., keeps you hip with the Web's largest collection of music videos and, of course, helps keep you protected with a powerful security software suite.

When you are signed in to your account, your Verizon Central toolbar will give you direct access to Verizon Yahoo!.

*Verizon reminds you to always download legally. Only one online experience (Verizon AOL or Yahoo!) can be selected. Not all features of Verizon Yahoo! for FiOS are Macintosh® compatible. Minimum system requirements apply.*

**To get to the Verizon Yahoo! for FiOS Start Page:**

1. Click on the VZ icon on your desktop or type **verizon.yahoo.com** into your address bar.
2. Or, from Verizon Central, click on the Verizon Yahoo! tab.



Personalize your content, colors and layout here.

Click on Verizon Central to access your FiOS account information.

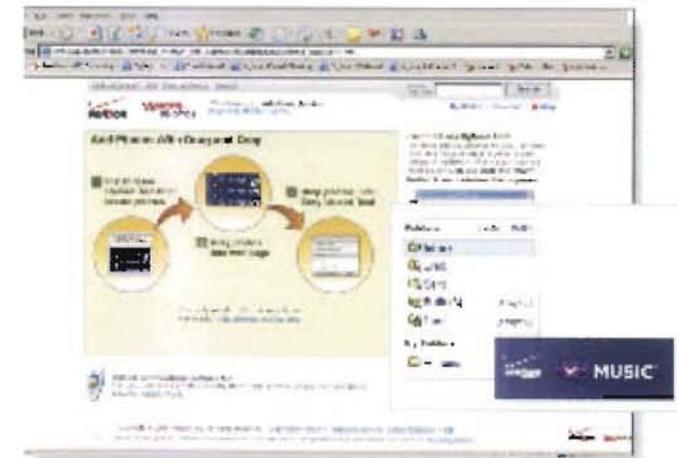
*Choice of some online experience partners may result in a higher monthly fee.*

[fioshelp.verizon.com](http://fioshelp.verizon.com)

## Verizon Yahoo! for FiOS Features

Verizon Yahoo! with FiOS® Internet has all the features you need to revolutionize the way you use the Internet.

- Help protect yourself with a powerful all-in-one security software suite that includes computer antivirus, spam protection, parental controls, pop-up blocker and additional online safeguards.
- Stay in touch with the #1 e-mail service in the U.S. You get nine verizon.net e-mail accounts, each with 2 GB of storage, plus an instant messenger to share text, photos and files.
- Enjoy your favorite music with the Web's largest library of high-resolution music videos. Listen to more than 120 themed radio stations or create your own. Buy and download music — and burn it to CDs.
- Experience the Web your way with more than 250,000 content sources to choose from, at-a-glance previews of your e-mail and photos on your home pages, and exclusive On Demand video news and entertainment.



## ACCESSING YOUR EMAIL

Verizon Online Email is included with your FiOS Internet service and includes 9 email accounts. All you need to get started is your Verizon Online username and password. Your email username and password are the same ones that you chose when you set up your Verizon FiOS Internet service. If you don't remember them:

- Go to **verizon.net/central**
- Look for "I forgot my username & password" under the **Support** section and look for **Top Help Questions**

### How do I access my email?

**You have a few ways to access your Verizon Online Email messages:**

- Log on to **webmail.verizon.net**
- Through downloaded software on your PC such as Microsoft® Outlook® Express

### Verizon.net Mail on the Go:

- Through the Mobile Email application available with qualifying Verizon Wireless handsets
- Through the BlackBerry™ Smartphones using BlackBerry Internet services
- Through any mobile-phone browser by visiting **m.verizon.net**

## MY EMAIL ACCOUNT SETTINGS

To manage your @verizon.net Email Settings, click on the **My Account** section of Verizon Central. Here's where you can control it all!

- Change your email password
- Create more email addresses for the family
- Forward your email to another address

*Help!* is always available at **care.verizon.net**



## Q&A ABOUT VERIZON FiOS FOR BUSINESS

### What is Verizon FiOS Internet Service for Business?

- Incredibly fast and reliable Internet service, powered by 100% fiber-optic technology straight to your business.
- Mobile access for your small business at thousands of Wi-Fi hotspots across the nation.
- Optional packages available with download/upload speeds up to 50/20 Mbps.

### What makes FiOS® Internet better than everything else?

- Uploading can be as easy as downloading — send AND receive large files at blazing speeds.
- High bandwidth so you can connect multiple computers to FiOS.
- Award-winning security features help protect against viruses, hackers, worms and spyware (no additional charge on first PC).
- Live, 24/7 business-class telephone technical support.
- Includes 250 MB of Online Backup and Sharing to protect your important documents.

### What are my email address options?

- Get 10 verizon.net or 15 domain-name email accounts to increase your professional image.
- Verizon Internet customers keep their current verizon.net or domain-name email accounts.
- Easily transfer your existing address book.

### What is FiOS TV and what makes it better?

- 100% fiber optics delivers the best TV picture to enhance your professional image and help draw in new business.
- 140+ all-digital channels to keep customers entertained.
- Customize your TV experience with optional packages, such as NBA League Pass, ESPN Full Court, NFL RedZone and NHL Center Ice.
- Widgets to view live local traffic, weather and news on your TV screen.

### Why is installation so easy?

- We come to your business and set everything up.
- We show you how it works, program your remote and stay until all your questions are answered.

**CALL 1.855.888.8888**

F6

MB890070-TVFAQ-F13

MB890070-TVFAQ2H

See reverse side for channel lineup

## VERIZON FiOS FOR BUSINESS

As low as

**\$59<sup>99</sup>** a month

w/2-yr Agmt (plus taxes & fees)

**Blazing-Fast Internet**

Speeds up to 20/5 Mbps

**Mobility**

FREE Wi-Fi

**Advanced Internet Security**

Award-winning Internet Security Suite

Starting at

**\$F1<sup>XX</sup>** a month

w/1-yr Agmt (plus taxes & fees)

**FiOSTV Enhanced**

Razor-sharp HD picture quality

FiOS available in select areas only. Subject to Customer Agmt & credit approval. Price may vary based on type of business and occupancy. Actual speeds may vary. Up to 50Mbps Internet and \$29.99TV setup fee. \$49.99 install fee for 3 existing TV outlets. \$250 Internet and \$175 TV early termination fee. Eligibility restrictions, equipment fees, set top box charges, franchise fees, taxes and other charges apply. Verizon Wi-Fi available in designated locations only. Software limitations & other terms apply. Visit business.verizon.net/wifi for details. Offer ends 12/31/09. ©2009 Verizon.

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Annapolis, MD 21401-9003



TV PICTURE CRITICS CALL  
"...**RAZOR-SHARP.**"  
ANNOUNCING THE ARRIVAL OF THE -PC WORLD\*  
**BEST PICTURE. PERIOD.**

Dear Future FiOS Customer,

It's time for a wake-up call in the world of TV.

Introducing **Verizon FiOS® TV**, now available in your neighborhood. FiOS offers an eye-popping selection of channels, movie titles and extras, plus mind-numbingly fast Internet and unlimited calling. You'll get unbelievable picture quality, all thanks to 100% fiber optics delivered straight to your home. It'll have you jumping up and down like a little kid again. As thanks for your loyalty to Verizon, we'll even waive the \$29.99 installation fee when you upgrade to FiOS.

**Amazing HD picture and sound quality you need to experience to believe.**

FiOS is the only way to view the big game or latest blockbuster. With 200+ all-digital channels, a great HD selection with 100 new channels coming soon, plus an optional Home Media DVR that cable doesn't even offer. Just press "record" on one DVR, and every member of your family can watch their shows when they want, in any room with a standard Set Top Box.

**Extra cool options matched with best-in-class customer service.**

You get features you won't get anywhere else, like our customizable interactive media guide and live, on-screen weather and traffic updates. And with FiOS we go even further, with convenient installation and award-winning, live, 24/7 tech support. So don't wait — upgrade to the most amazing TV experience, period. Combine it with ultrafast **Verizon FiOS Internet** and **Verizon Freedom Essentials<sup>SM</sup>** — a great direct-dialed, unlimited residential, local and long distance phone service — and you'll wonder why you didn't upgrade sooner.

Sincerely,

Thomas M. Crowder  
Vice President, Consumer Marketing

**Now you can get an HD Set Top Box for only \$5.99.  
Upgrade online to save \$10/mo. for one year.  
Plus, we'll waive your \$29.99 installation fee.**

**CALL X.XXX.XXX.XXXX  
CLICK XXXXXXXXXXXX.XXX/XXXX**

**VERIZON FIOS TV,  
INTERNET AND PHONE**

All for under  
**\$XXX**  
a month for one year (plus taxes and fees)

- FiOS TV Extreme HD, with 268 all-digital video and music channels
- Internet speeds up to XX/X Mbps
- Optional multiroom Home Media DVR (A Set Top Box and additional monthly Set Top Box fee is required to view recorded programming in additional rooms. Media Manager requires FiOS Internet and Verizon-supplied home network router.)
- **FREE TrueSwitch<sup>TM</sup>** e-mail management\*\*
- Wireless router at no extra charge
- Convenient, professional in-home installation
- Unlimited calling to anywhere in the U.S. — including Puerto Rico, Guam, the U.S. Virgin Islands — and to Canada
- Plus Caller ID, Call Waiting and Home Voice Mail (where available)

**THIS IS  
FiOS.  
THIS IS  
BIG.**

TV-T1

See reverse side for important information.

LC-XX

P.O. Box 153605  
Irving, TX 75015-3605

John Q. Sample  
123 Main Street  
Anytown, USA 12345-6789

**Verizon High Speed Internet.**  
**High speed. Low price.**  
**More Internet.**  
**Now only \$31<sup>99</sup>** a month.  
(speeds up to 3.0 Mbps)

Dear John Q. Sample:

We've got some exciting news about Verizon High Speed Internet. Now you can get connection speeds up to 3.0 Mbps for just **\$31.99** a month, when you sign up for a year.

**It's time to get the most out of the Internet.**

Verizon High Speed Internet is not just a connection, because it gives you everything you need to elevate your online experience and enjoyment. It's simply a better way to connect. With speeds up to 53 times faster than dial-up,\* you can send and receive large files — like photos and music — in seconds, not minutes. You'll be amazed at what you can do:

- Hop online to check e-mail without having to wait to dial in
- Download your vacation photos while telling your friend on the phone all about your trip
- Stream your favorite videos
- Buy and download songs in a beat
- Use **TrueSwitch™** to make switching your e-mail easier than ever
- Count on live, 24/7 tech support, just in case
- Get peace of mind with the most advanced security features available
- Sign up online and get your first month of service FREE

It's also a great connection for all your new holiday toys — hook up your new computer, MP3 player and more to Verizon High Speed Internet and have more fun. And if you want to do even more, we offer faster speeds in some areas.

**Sign up online today and get your first month FREE.**

Call **1-XXX-XXX-XXXX** (Mon.-Sun., 7am-12am ET) to upgrade your high speed Internet service for a great low price. Or, better yet, sign up online at [www.verizon.com/xxxx](http://www.verizon.com/xxxx) and get your first month FREE. And find out why it's better with Verizon. It's better on the Network.

Sincerely,



Thomas M. Crowder  
Vice President, Consumer Marketing

P.S. Remember, when you order online, you'll get your first month FREE.  
So hurry, sign up today at [www.verizon.com/xxxx](http://www.verizon.com/xxxx).

**It's the Network**

[www.verizon.com/xxxx](http://www.verizon.com/xxxx) **1-XXX-XXX-XXXX**



LCA

See reverse side for important information.

LH4

## Here's the latest. Now you can get Verizon High Speed Internet for a great low rate.

You can do so much more online with Verizon High Speed Internet (speeds up to 768 Kbps). And best of all, it's just \$21.99 a month when you sign up for a year. That's about the same as slow dial-up. And way less than most cable companies. Just take a look at some of the reasons why more people are choosing Verizon for their high speed Internet service.

### Live life in the fast lane.

With Verizon High Speed Internet, you'll do a boatload more online. Like download important files in a snap. Stream music clips. Upload a video blog. Catch breaking news. Buy plane tickets online while you book your hotel over the phone. Watch live sports. The list is just endless. And of course, you get live, 24/7 tech support if you need it.

### Tons of features to blaze through.

We've also got plenty of features to help you get the most out of your online connection. Like parental controls, antivirus, anti-spam and pop-up blockers. And with free access to **TrueSwitch**<sup>SM</sup>, transferring all your vital contact information to your new Verizon account is a snap.

So sign up today to get Verizon High Speed Internet for just \$21.99 a month. Call **1-XXX-XXX-XXXX** (Mon.-Fri., 8am-6pm) or, better yet, order online at **verizon.com/xxxxx** for an exclusive offer. You can even get all your Verizon services on one convenient bill at no additional charge. With this low monthly rate, there's only one direction to go — full speed ahead.



Call **1-XXX-XXX-XXXX**  
[verizon.com/xxxxxxx](http://verizon.com/xxxxxxx)



Verizon reminds you to always download legally.

Limited-time offer for new residential DSL customers. Verizon voice service and one-year contract required. \$79.99 early termination fee. Rate increases after first year. One-time charges of up to \$54.95. Additional charges and taxes may apply. Other terms apply. Service availability, speed and uninterrupted service not guaranteed. Valid through xx/xx/xx. ©2007 Verizon. XXXXXXXXXXXXXXX XXX



# VERIZON FiOS INTERNET TOP 5 QUESTIONS

- 1 What is FiOS® and what makes it so different from cable providers?**

We go the extra mile. Cable providers may claim to offer fiber optics, but they don't deliver 100% fiber-optic technology straight to your home. FiOS Internet travels at lightning speed on fiber-optic strands, offering the bandwidth you need to surf the Internet YOUR way. Some cable Internet providers charge extra or restrict usage if you exceed their limits. FiOS does not.
- 2 How fast is Verizon FiOS Internet service?**

FiOS Internet is the fastest and most powerful broadband connection we've ever offered — in fact, it boasts some of the fastest Internet speeds around. Period. Plus, we're the first to offer equal upload and download speeds, up to 20 Mbps in some locations. That means you'll be able to upload photos, watch streaming videos, e-mail large attachments, and play fast-paced games like never before. Want more proof? Go to [verizon.com/fastfios](http://verizon.com/fastfios) and see the difference for yourself.
- 3 What about my current e-mail account? Will I lose information when I switch to FiOS?**

When you switch to FiOS, you don't lose a thing. We'll include a **subscription to TrueSwitch<sup>SM</sup> software at no additional charge**. It helps forward all e-mail from your old account(s) to your new one for up to 30 days — even your old e-mail and contacts. If you are an existing Verizon Online customer, simply input your username and password and your account will automatically be moved to a new FiOS account.
- 4 What type of tech support is offered?**

**Live technical support, 24 hours a day, 7 days a week** is a call away, or you can go online for tutorials and user guides. Additionally, we offer Verizon Premium Technical Support for an additional charge. It covers ANY tech-related problem you may have, whether the device is from Verizon or not.
- 5 Can I hook up all my home computers?**

Yes. With a new FiOS installation, you'll get a **complimentary wireless router** from Verizon. It lets you create a home network, so multiple computers can be online at the same time — all receiving FiOS-fast speed.

## Have more questions?

Go to [verizon.com/fios](http://verizon.com/fios) for more helpful answers.

THIS IS  
**FiOS.**  
THIS IS  
**BIG.**

## TRUESWITCH™

### Move your email address seamlessly with the help of Verizon FiOS and TrueSwitch.

New FiOS customers can switch from their old Internet Service Provider (ISP)\* using TrueSwitch — an easy-to-use application that will copy your stored email and address book entries to your new Verizon FiOS account. Information stored on the Web site of your old ISP is copied by TrueSwitch's computers into your new account — this usually takes less than an hour, but could take up to 24 hours. TrueSwitch currently supports switching between most of the popular email programs, including:

- Email programs included with AOL, CompuServe, EarthLink and MSN.
- Web-based email as used by AT&T Worldnet™, Comcast, Cox, Cablevision (Optimum Online™), Juno, NetZero and SBC Yahoo!
- Free Web-based email from Hotmail and Yahoo!
- Standards-based email clients, including Microsoft® Outlook Express v5 or higher, and Microsoft® Outlook 2000 or higher.

If you use a different email application, but have Microsoft® Outlook Express installed on your computer, you might still be able to use TrueSwitch. TrueSwitch can copy your stored email and address book entries to Outlook Express. You may then be able to import this information to your preferred email application. Switch now at [business.verizon.net/switch](http://business.verizon.net/switch).

\*To use TrueSwitch™, your email account with your old ISP must be active while TrueSwitch copies your information.

## VERIZON ENCRYPTED MAIL

Verizon Encrypted Mail helps businesses maintain confidentiality in their mail communications by encrypting sensitive data. It's critical for businesses in the financial, medical, accounting and legal fields, where client confidentiality is a must.

- Easy to use — just download the plug-in.
- Send unlimited Encrypted Mail messages to anyone, for a low monthly fee per mailbox.
- Order up to 50 email licenses at one time.
- Works with Microsoft® Outlook/Outlook Express®.

To order Verizon Encrypted Mail™, visit [business.verizon.net/encryptedmail](http://business.verizon.net/encryptedmail) or call the Verizon Online Business Center at **1.888.649.9500**.

Please Note: For informative articles on ways to get the most out of your email, go to [business.verizon.net/emailhelp](http://business.verizon.net/emailhelp).

Verizon Encrypted Mail is subject to customer agreement. Applicable taxes apply. System requirements apply. Other terms and restrictions apply. ©2009 Verizon.

## VERIZON ENCRYPTED DOCS

Verizon Encrypted Docs will effectively encrypt sensitive information stored on all forms of computer media, including disk drives, network share and USB keys. Data stored in Encrypted Docs files and folders is encrypted so that only the owners of the data have access to it. You can encrypt both your own information and the information of your client. You will also have the ability to download this software to any PC.

To order Verizon Encrypted Docs, call the Verizon Online Business Center at **1.888.649.9500**.

Verizon Encrypted Docs is subject to customer agreement. Applicable taxes apply. System requirements apply. Other terms and restrictions apply. ©2009 Verizon.



## Get Verizon High Speed Internet at a great price. And finally cut dial-up out of your life.

---

With one simple call, you can get Verizon High Speed Internet (up to 768 Kbps) for as low as **\$21.99** a month when you sign up for a year. That's not much more than dial-up. And just think of all you can do:

- Download music to your MP3 player in seconds, not minutes
- Take a 360° virtual tour of the hotel you're looking to book
- View pictures of your sister's newborn and talk on the phone, at the same time
- And rely on Verizon for great service and support — 24/7

With Verizon High Speed Internet, you also get some of the toughest parental controls, virus protection, junk e-mail filters and pop-up guards around. It even comes with enhanced e-mail storage.

To sign up, call **1-877-483-6739**.

Better yet, order at **verizon.com/getspeed** to get an exclusive online offer. And, with the new **TrueSwitch<sup>SM</sup>** e-mail software, moving personal contacts to your new Verizon account is a snap.

We'll even put all your Verizon services on one convenient bill. So put down those scissors and pick up the phone.

**Want even more speed? Ask about our superfast 3.0 Mbps service.**

---

**Call 1-877-483-6739 or visit [verizon.com/getspeed](http://verizon.com/getspeed) to sign up today.**

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Limited-time offer for new residential DSL customers. Verizon voice service and one-year contract required. \$79 early termination fee. Rate increases after first year. One-time charges of up to \$54.98. Additional charges and taxes may apply. Other terms apply. Service availability, speed and uninterrupted service not guaranteed. Valid through 10/31/07. ©2007 Verizon.



09-CCH70011-A-PA

## It's everything your small business needs, including your need to save more.

### Verizon brings you this total solution at an unbeatable value:

- **1 Business Line** with Unlimited Nationwide Calling so you can talk as long as you need
- **A dedicated, high-speed Internet connection** from our office to yours
- **Internet speeds up to 3.0 Mbps** so you can work faster
- **25 GB of online data storage**, which can be set to automatically back up your important files and emails daily
- **FREE Wireless Router + FREE Wi-Fi** to connect to the Internet using your own laptop at the office and from thousands of Wi-Fi hotspots across the country
- **Advanced Internet Security** features to help protect against viruses and hackers

**Call today and get the best small business tools from Verizon.**

**CALL 1.888.720.4914**  
**CLICK [verizon.com/bestchoice](http://verizon.com/bestchoice)**

Plus, save an additional \$5 a month for 12 months when you order online.

For new HSI business customers, subj to credit review. Service availability & actual speeds vary. HSI provisioned at 1.5 Mbps or up to 3.0 Mbps based on VZ line qualification requirements. Verizon Wi-Fi available in designated locations only; other terms and software limitations apply. For details, visit [business.verizon.net/wifi](http://business.verizon.net/wifi). Offer ends 4/17/10. ©2010 Verizon.



VZ009010SS-UY



# WARP SPEED. NOW AVAILABLE FOR SMALL BUSINESS.

Get up to speed with Verizon FiOS for Business.  
You'll get 100% fiber optics straight to your small business.

## VERIZON FiOS FOR BUSINESS

As low as  
**\$92<sup>98</sup>**  
a month  
for 3 yr w/3-yr  
Agmt (plus taxes  
& fees)

### FiOS Internet

Speeds up to 20/5 Mbps

### FiOS TV

razor-sharp HD picture quality

### Unlimited Nationwide Calling

Crystal clear digital voice

### 50 GB Data Storage

Equal to 50 pickup trucks of printed documents

### Mobility

FREE Wireless Router after rebate

### Advanced Internet Security

Award winning Internet Security Suite



FiOS. One of the many tools in the Verizon small business toolbox.

Call 1.888.308.8035 today Click [verizon.com/fios4biz](http://verizon.com/fios4biz)

Offer for new FiOS customers in select areas of NY & NJ, subj to credit approval. Std. rates apply after 1st year. Prices vary based on business type & occupancy. Actual speeds may vary. \$168 one-time set-up and install fee for Internet and TV (for 3 existing TV outlets). \$250 Internet & \$125 TV early termination fees. HD set-top box may be required to receive high definition broadcasts. Eligibility restrictions, taxes & other charges may apply. Rebate info mailed after activation; online redemption req'd. Voice via fiber. 8-tn battery backup for std. voice & E-911 (but not VoIP). Rebate offer expires 12/22/09. ©2009 Verizon.



# IT'S A BIG OFFER FOR SMALL BUSINESSES.

## GET ALL THIS AT AN INCREDIBLE VALUE FROM VERIZON:

- **100% fiber optics** streaming straight to your business
- **Blazing-fast Internet** with speeds up to 20 Mbps
- **Razor-sharp TV** images with jaw-dropping HD
- **FREE 50 GB** of online **data storage**, which can be set to automatically back up your important files and emails daily
- **FREE Wireless Router** after online rebate (worth up to \$180), for added mobility
- **Advanced Internet Security** features to help protect against viruses and hackers

### VERIZON FIOS FOR BUSINESS

As low as **\$92<sup>98</sup>** a month for 1 yr w/3-yr Agmt (plus taxes & fees)

#### FIOS Internet

Speeds up to 20/5 Mbps

#### FIOS TV

Razor-sharp HD picture quality

#### Unlimited Nationwide Calling

Crystal clear digital voice

#### 50 GB Data Storage

Equal to 50 pickup trucks of printed documents

#### Mobility

FREE Wireless Router after rebate

#### Advanced Internet Security

Award winning Internet Security Suite



**FiOS. One of the many tools in the Verizon small business toolbox.**  
Call 1.888.308.8035 today Click [verizon.com/fios4biz](http://verizon.com/fios4biz)

Offer for new FiOS customers in select areas of NY & NJ, subj to credit approval. Std rates apply after 1st year. Prices vary based on business type & occupancy. Actual speeds may vary. \$168 one-time set-up and install fee for Internet and TV (for 3 existing TV outlets). \$250 Internet & \$175 TV early termination fees. HD set top box may be required to receive high definition broadcasts. Eligibility restrictions, taxes & other charges may apply. Rebate info mailed after activation; online redemption reqd. Voice via fiber. B-1r battery backup for std voice & E-911 (but not VoIP). Rebate offer expires 12/27/09. ©2009 Verizon. BF90003-FB



# MAKE THE NETWORK PART OF YOUR BUSINESS PLAN.

Get everything your small business needs to stay one step ahead of the competition.

- **A dedicated, high-speed connection** from our office to yours, so your service won't slow down just because your neighbors are online
- **Internet speeds up to 7.1 Mbps** so you can work faster
- **Unlimited Nationwide Calling** so you can talk as long as you need
- **FREE 50 GB of online data storage**, which can be set to automatically back up your important files and emails daily
- **FREE Wireless Router** after online rebate (worth up to \$180), for added mobility
- **Advanced Internet Security** features to help protect against viruses and hackers



As low as  
**\$59<sup>99</sup>** a month  
for 1-yr w/3-yr Agmt.  
(plus taxes & fees)

**High Speed Internet**  
Speeds up to 7.1 Mbps

**Unlimited Nationwide Calling**  
With 99.9% Network reliability

**50 GB Data Storage**  
Equal to 50 pickup trucks of printed documents

**Mobility**  
FREE Wireless Router after rebate

**Advanced Internet Security**  
Award winning Internet Security Suite



One of the many tools in the Verizon small business toolbox.

Call 1.888.755.7288 today      Click [verizon.com/toolbox](http://verizon.com/toolbox)

Offer for new HSI customers in select areas of NY & NJ, subj to service agmt & credit approval. Rate may change after 1st year. Early termination fees: up to \$149 for HSI and up to \$125 for voice. \$85 set up fee. Eligibility restrictions, equip fees, taxes & other charges may apply. Actual speeds and service availability may vary. HSI will be provisioned at 5.0 Mbps or up to 7.1 Mbps based on VZ line qualification requirements. Rebate; instructions mailed after service activation; online redemption req'd. Rebate offer expires 12/31/09. ©2009 Verizon.

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# A HIGH-OCTANE OFFER TO FUEL YOUR SMALL BUSINESS.

Verizon announces our best deal of the year for small business.

Get more speed, security, mobility, storage and savings. It's more reason than ever to switch to Verizon.



As low as  
**\$59<sup>99</sup>** a month  
for 1-yr w/3-yr Agmt  
(plus taxes & fees)

**High Speed Internet**  
Speeds up to 7.1 Mbps

**Unlimited Nationwide Calling**  
With 99.9% Network reliability

**50 GB Data Storage**  
Equal to 50 pickup trucks of printed documents

**Mobility**  
FREE Wireless Router after rebate

**Advanced Internet Security**  
Award winning Internet Security Suite

One of the many tools in the Verizon small business toolbox.

Call 1.888.755.7288 today      Click [verizon.com/toolbox](http://verizon.com/toolbox)



Offer for new HSI customers in select areas of NY & NJ, subj to service agmt & credit approval. Rate may change after 1st year. Early termination fees: up to \$149 for HSI and up to \$125 for voice. \$88 set up fee. Eligibility restrictions, equip fees, taxes & other charges may apply. Actual speeds and service availability may vary. HSI will be provisioned at 5.0 Mbps or up to 7.1 Mbps based on VZ line qualification requirements. Rebate: instructions mailed after service activation; online redemption req'd. Rebate offer expires 12/27/09. ©2009 Verizon.

# INTERNET

Start at Verizon Central and click your way to FREE entertainment. Then, when you've explored enough Web sites, build your own with Verizon.



**VERIZON CENTRAL** Check out [verizon.net](http://verizon.net) to lead you to tons of entertainment. Because you're a Verizon customer, you'll get FREE access to:

- **ESPN360.com** for over 3,500 live sporting events in the NBA, MLB, NCAA Football, NCAA Basketball, WTA and ATP Tennis, PGA Golf, Soccer, Rugby and Cricket and so much more.
- **Disney Connection** offers a world of family fun, games and 'toons. From preschool kids to kids at heart, there are endless hours of good times, FREE for Verizon customers.
- **ABC News Now** provides smart, empowering information, stories and videos that Verizon customers can use everywhere, every day.

6

**MY WEB SPACE** Your FiOS Internet comes with **FREE Personal Web Space** (10 MB) and Site Builder, a tool you can use to create your own Web site. There are hundreds of design options and you can add special effects like photos, sound and video. Start building at [verizon.net/mywebpace](http://verizon.net/mywebpace).

**VERIZON YOUR DOMAIN** Get the e-mail address you've always wanted and keep it for life. Get 9 custom e-mail addresses ([you@yourname.com](mailto:you@yourname.com)), your own Web site, mobile access and more, for one small monthly fee. Get started at [verizon.net/yourdomain](http://verizon.net/yourdomain).

**VERIZON BROADBAND TOOLBAR** Get helpful hints to let you surf smarter. Plus, shortcuts to your e-mail accounts, [Personal Web Space](#), Help and more. Download it FREE at [verizon.net/toolbar](http://verizon.net/toolbar).

**SECURITY & BACKUP** Protect your computers from the latest threats with **Verizon Internet Security Suite**, which automatically updates its software every three hours. You'll have Anti-Virus, Firewalls, Anti-Spyware, Pop-up Blocker, Privacy Manager and more, for one small monthly fee. **Verizon Online Backup & Sharing** protects files from potentially disastrous hardware issues, crashes and surges. You can access your video, music and picture files online anytime, anywhere.

To sign up or learn more about these and other FiOS enhancements, visit [myverizon.com](http://myverizon.com).



7



## Get Verizon FiOS today. It's the Internet experience you've always dreamed of.

Sign up now for Verizon FiOS Internet, and you can do (and see and play and download and upload) everything you always wanted. It's faster than ever and you get all this:

- Blazing-fast Internet speeds of up to 5/2 Mbps
- Nine e-mail accounts
- 10 MB for **personal Web space**
- The ability to network multiple home computers
- Live, 24/7 tech support
- A networking router and professional in-home installation

With a 100% fiber-optic network that goes straight to your door — and downstream connection speeds ranging from up to 5 Mbps to up to 30 Mbps — it's no wonder customers can't stop praising Verizon FiOS Internet. Call or go online to learn more.

### Verizon FiOS

tv | Internet | phone

**It's the Network**

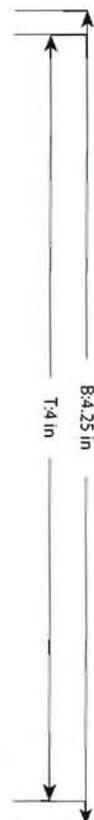
[www.verizon.com/ne/fios6](http://www.verizon.com/ne/fios6) 1.888.368.8084



Service availability, speed and uninterrupted service not guaranteed.

Verizon FiOS Internet customers purchasing Verizon voice service receive both services over fiber. Non-IP voice service comes with up to 8 hours battery backup. ©2008 Verizon.

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Double Play Internet/Phone- Savings call out\_Back  
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Copy Writer:		
Production Mgr.:		
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Legal:		
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Studio/OC:		
Spell Check:		

Job #: ICF70017  
Client: Verizon  
Job Name: Internet Experience\_FDP  
Studio Artist: Jess  
Proof #: 4

Save Date: 11/20/07 12:55 AM  
Previous User: MRM Studio Freelance 4  
Document Path: Macintosh HD:Users:  
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- Magenta
- Yellow
- Black
- Tower 2 Black
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- PMS 1795 C
- PMS 297 C
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P.O. Box 33056  
St. Petersburg, FL 33733-8056



**SAVE OVER \$300 A YEAR  
WHEN YOU ADD VERIZON  
PHONE AND INTERNET TO  
YOUR DIRECTV® SERVICE.**

Sample A. Sample  
123 Main Street  
Anytown, USA 12345-6789  
XXXXX  
XXXXXX

Dear Sample A. Sample:

There's never been a better time to switch to Verizon. As a valued DIRECTV customer, you're now eligible to save over \$300 a year when you add Verizon High Speed Internet and Verizon Freedom Essentials™ unlimited calling to your current DIRECTV® service.\* And to make it even more convenient, you'll receive all three services on one monthly bill.

**Get more of what you want online.**

With speeds up to 53 times faster than dial-up (3.0 Mbps vs. 56 Kbps), Verizon High Speed Internet enhances all you love to do online. Check e-mail, download music or upload photos in a flash. Talk on the phone and go online at the same time, on the same line. With live, 24/7 tech support, plus special **access to sites like ESPN360.com and Disney Connection™**, it's no wonder more and more people are choosing Verizon for high speed Internet.

**Talk all you want, to wherever you want, without having to watch the clock.**

Get crystal-clear unlimited calling anywhere, anytime, in the U.S., and to Puerto Rico, Guam, the U.S. Virgin Islands and Canada with Verizon Freedom Essentials. You'll enjoy popular features like Home Voice Mail (where available), Caller ID and Call Waiting. Best of all, you'll be on the Network that handles over one billion calls a day, with 99.9% reliability.

**Enjoy more value with this exclusive offer now.**

This money-saving opportunity is just for DIRECTV customers. Call **1.XXX.XXX.XXXX** (Xxx-Xxx, Xam-Xpm) to switch to Verizon and combine your Internet, phone and DIRECTV services together on one convenient bill — and save over \$300 a year.

Sincerely,

Stephen Williams  
Director, Marketing



**CALL 1.XXX.XXX.XXXX**  
TO ADD VERIZON UNLIMITED CALLING AND HIGH  
SPEED INTERNET TO YOUR DIRECTV SERVICE TODAY.\*

See reverse side for important information.

**It's the Network**

LH-DTV-5

ID# XXXXXX LC-T-DTV-10/08



PO Box 9000  
Annapolis, MD 21401-9000



Sample A. Sample  
123 Main Street  
Anytown, USA 12345-6789  
Fourth Line  
Bar Code

Dear John A. Sample,

As a Verizon High Speed Internet customer, you know that the Network gives you more. But with FIOS<sup>®</sup>, it'll give you more than you've ever imagined. When Verizon brings fiber optics straight to your home, you get more. More power. More choices. More value.

**See what a difference fiber optics to your home really makes:**

**FIOS Internet**

- FIOS Internet at speeds up to 10/2 Mbps
- Wireless router at no extra charge
- FREE access to ESPN360.com, Disney Connection<sup>™</sup> and others

**Verizon Freedom Essentials<sup>SM</sup>**

- Unlimited residential calling to anywhere in the U.S., including Puerto Rico, Guam, the U.S. Virgin Islands and to Canada, anytime
- Caller ID, Call Waiting and Home Voice Mail (where available)

**Extraordinary experiences. An outstanding price.** Get Verizon FIOS Double Freedom<sup>™</sup> today. Our expert technicians will make installation as hassle-free as possible, and won't leave until you're enjoying your new FIOS service. And our award-winning, live, 24/7 tech support is always available, should you ever need it.

**Plus, we'll even waive the \$29.99 activation fee when you order by 12/31/08.**

Sincerely,

Thomas M. Crowder  
Vice President, Consumer Marketing

**CALL 1.888.279.3482** (Mon.-Sun., 8am-12am ET)

**"NO ONE  
COMES CLOSE TO  
VERIZON FIOS FOR  
OVERALL VALUE."**

— **COMPUTERWORLD<sup>®</sup>**

**VERIZON FIOS  
INTERNET AND PHONE**

**\$69<sup>99</sup>**  
a month with  
a one-year  
agreement  
(taxes and other charges apply)

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LH-DP

See reverse side for important information.

**THIS IS  
Fios.  
THIS IS  
BIG.**

LC1-108-0004



## Verizon Arcade **FREE games, every day**

Visit our games center to play hundreds of games for FREE. Find your favorites, then buy them so you can play them whenever you like.

For details, visit [verizon.net/videoarcade](http://verizon.net/videoarcade).

## TotalVid **FREE for 7 days**

Find and download online videos from more than 50 categories to your computer.

- Thousands of titles to choose from — including enthusiast, educational and instructional videos
- A high-quality, full-screen digital viewing experience
- On-demand convenience allows you to watch any video, within minutes
- Safe and legal downloads

Unlimited downloads are just \$8.95 per month after your FREE 7-day trial. For more details, visit [verizon.net/totalvid](http://verizon.net/totalvid).



## Movielink® **As low as \$1.99 per movie**

Enjoy fast, easy, legal movie downloads direct from the studios to your computer with no monthly fee.

- Watch everything from new releases to movie classics
- Get FREE downloads of trailers, bonus footage, previews and more
- Never worry about returns and late fees
- Rent or purchase — both options available

For details, visit [verizon.net/films](http://verizon.net/films).



© Disney

## Disney Fun **FREE access to Disney Games**

Enjoy full **access to Disney Connection®** for FREE, and check out trials and special offers for:

- Disney's Toontown: live life as a Toon in this zany, ever-changing Tooniverse
- Disney's Blast: an exciting online world packed with printables, stories and games
- Playhouse Disney Preschool Time Online: Fun learning games for preschoolers

For details, visit [verizon.net/disneygames](http://verizon.net/disneygames).



## Rhapsody™ Music **FREE 14-day trial**

Get into the groove with the world's largest collection of digital music on demand. Plus, enjoy CD burning and Internet radio when you take advantage of the FREE 14-day trial.

- Unlimited access to over one million songs
- Personalized music recommendations
- Complete music management software
- Download, rip, burn and transfer music with one click
- Rhapsody service is available for as low as \$12.99 a month

For details, visit [verizon.net/music](http://verizon.net/music).

**INTERNET** Start at Verizon Central and click your way to FREE entertainment. Then, when you've explored enough Web sites, build your own with Verizon.



**VERIZON CENTRAL** Check out [verizon.net](http://verizon.net) to lead you to tons of entertainment. Because you're a Verizon customer, you'll get FREE access to:

- **ESPN360.com** for over 3,500 live sporting events in the NBA, MLB, NCAA Football, NCAA Basketball, WTA and ATP Tennis, PGA Golf, Soccer, Rugby and Cricket and so much more.
- **Disney Connection** offers a world of family fun, games and toons. From preschool kids to kids at heart, there are endless hours of good times, FREE for Verizon customers.
- **ABC News Now** provides smart, empowering information, stories and videos that Verizon customers can use everywhere, every day.

6

**MY WEB SPACE** Your FiOS Internet comes with **FREE Personal Web Space** (10 MB) and Site Builder, a tool you can use to create your own Web site. There are hundreds of design options and you can add special effects like photos, sound and video. Start building at [verizon.net/mywebspace](http://verizon.net/mywebspace).

**VERIZON YOUR DOMAIN** Get the e-mail address you've always wanted and keep it for life. Get 9 custom e-mail addresses ([you@yourname.com](mailto:you@yourname.com)), your own Web site, mobile access and more, for one small monthly fee. Get started at [verizon.net/yourdomain](http://verizon.net/yourdomain).

**VERIZON BROADBAND TOOLBAR** Get helpful hints to let you surf smarter. Plus, shortcuts to your e-mail accounts, Personal Web Space, Help and more. Download it FREE at [verizon.net/toolbar](http://verizon.net/toolbar).

**SECURITY & BACKUP** Protect your computers from the latest threats with **Verizon Internet Security Suite**, which automatically updates its software every three hours. You'll have Anti-Virus, Firewalls, Anti-Spyware, Pop-up Blocker, Privacy Manager and more, for one small monthly fee. **Verizon Online Backup & Sharing** protects files from potentially disastrous hardware issues, crashes and surges. You can access your video, music and picture files online anytime, anywhere.

To sign up or learn more about these and other FiOS enhancements, visit [myverizon.com](http://myverizon.com).



7

P.O. Box 33056  
St. Petersburg, FL 33733-8056

John Q. Sample  
123 Main Street  
Anytown, USA 12345-6789

**Verizon High Speed Internet.  
Last chance to take  
advantage of this  
introductory price.**

**Now only \$12<sup>99</sup>**  
(speeds up to 768 Kbps) a month  
for the first  
six months

Dear John Q. Sample:

We've got some exciting news about Verizon High Speed Internet. Now, for a limited time, you can get speeds up to 768 Kbps for just **\$12.99** a month for the first six months (and just \$17.99 a month for months 7-12), when you sign up for a year. But hurry — this offer is going fast.

**It's time to get the most out of the Internet.**

Verizon High Speed Internet gives you everything you need to elevate your online experience and enjoyment. It's simply a better way to connect. With speeds more than 21 times faster than dial-up,\* you can send and receive large files — like photos and purchased music — in seconds, not minutes. You'll be amazed at all you can do:

- Hop online to check e-mail without having to wait to dial in
- Download your vacation photos while telling your friend on the phone all about your trip
- Buy and download songs in a beat
- Play, learn and be entertained with tools, features and extras you won't get with most other providers, including FREE access to ESPN360.com, NFL Network Game Extra, Disney Connection™, ABC News Now and more
- Use TrueSwitch™ to make switching your e-mail easier than ever
- Count on live, 24/7 tech support
- Get peace of mind with the most advanced security features available

Want to do even more? We also offer superfast speeds up to 3.0 Mbps, and faster speeds in some areas.

**Amazing limited-time price. Move on it fast.**

To get Verizon High Speed Internet for our special promotional offer of just **\$12.99** a month for six months, call **1.888.596.0582** (Mon.–Sun., 7am–12am ET) today. Or, better yet, sign up online at [verizon.com/bestoffer7](http://verizon.com/bestoffer7) and get your first month FREE. But do it now, because this incredible offer expires **5/3/08**.

Sincerely,



Thomas M. Crowder  
Vice President, Consumer Marketing

P.S. Remember, when you order online, you'll get your first month FREE. But this offer won't last long, so log on to [verizon.com/bestoffer7](http://verizon.com/bestoffer7) today.

**It's the Network**

[verizon.com/bestoffer7](http://verizon.com/bestoffer7) **1.888.596.0582**



LCT

See reverse side for important information.

LH1

# VERIZON SURROUND

## Free Online Fun for Verizon Customers

Ready for some high speed fun? Verizon Online gives you free access to some of the hottest online entertainment, news, sports and more, including something for everyone in the family. And thanks to your high speed connection, you can enjoy lots of video clips, live streaming video, interactive games and more. All of which puts you in control, so you can watch what you want, whenever you want. You'll find it all on Verizon Surround at [surround.verizon.net](http://surround.verizon.net).

### KIDS

#### Disney Connection<sup>SM</sup>



Discover this safe, ad-free environment that offers a magical selection of Disney games, activities and videos for the whole family. You'll also get trial access to Disney's online premium products, plus special discounts on subscriptions.

### SPORTS

#### ESPN360

This exciting online sports experience puts you in control. Enjoy live sportscasts, on-demand video, interactive games, event coverage, news analysis and more. You'll enjoy more online sports video than you can get anywhere else — powered by ESPN.



VERIZON SURROUND



# GET READY FOR VERIZON FiOS. THE FASTEST INTERNET AVAILABLE. PERIOD.

A new ultrafast service powered by fiber optics is coming your way. Verizon FiOS Internet. It's America's fastest Internet service. And you could be the first in your neighborhood to feel the power of its supercharged speed.

Verizon FiOS delivers true fiber-optic power all the way to your home. That means instead of looking at a "loading" bar, you'll be looking at your friends' photos. You'll have the extra power you need to buy and download movies and music in an instant. Streaming video will be a snap. And you'll take your gaming experience to a whole new level.

Many people have been eagerly awaiting this brand-new service from Verizon. That's why it's important to act now and call **1.888.362.2808** (Mon–Fri., 8am–6pm) to sign up today to receive your priority installation. Verizon FiOS. TV. Internet. Phone. From the most advanced fiber-optic network straight to your home.

#### Verizon FiOS Internet at-a-glance:

- 100% faster than 768 Kbps cable uploads in same locations
- Download speeds of up to 50 Mbps\*
- Upload speeds of up to 20 Mbps available\*
- Seamless streaming video
- Gamers get ready — little or no lagging
- Easily work from home — send and receive large files in seconds
- Connect in real time with family and friends
- Live, 24/7 award winning tech support

#### Plus, you'll get these Verizon FiOS Internet exclusives:

- Complimentary wireless router
- Free access to Verizon Surround
- Security Suite protection available

**CALL 1.888.362.2808**  
TO SIGN UP FOR FIOS INTERNET.

\*Speed packages vary by area.



**THIS IS  
FiOS.  
THIS IS  
BIG.**

## VERIZON CENTRAL

### Manage Your High Speed Internet

Verizon Central is where you go to manage all aspects of your high speed Internet. Here you will be able to personalize your Internet and select your online experience. Verizon Central will also give you access to create your email account, as well as Sub-Accounts for the entire family. You'll also get customized information that features the latest in entertainment and gaming, and so much more — all in one location.

### To get to Verizon Central:

1. Open your Internet browser.\*
2. Type **verizon.net/verizoncentral** into your address bar.

#### 1 Verizon Central Main Page

View all of your Verizon High Speed Internet service features at a glance.

#### 2 Newsroom

Keep up with the day's latest events. And stay current on topics like entertainment, sports, health and finance.

#### 3 Verizon Surround

Your gateway to a true multimedia experience of streaming audio and video, games and more. Listen to music, watch movie trailers and music videos, and get the latest entertainment news (see pages 15-17).

#### 4 Email

Send and receive email, and access your address book and calendar (see pages 8-14). Be sure to check your verizon.net email periodically for important messages from Verizon Online about your account.

#### 5 Shop

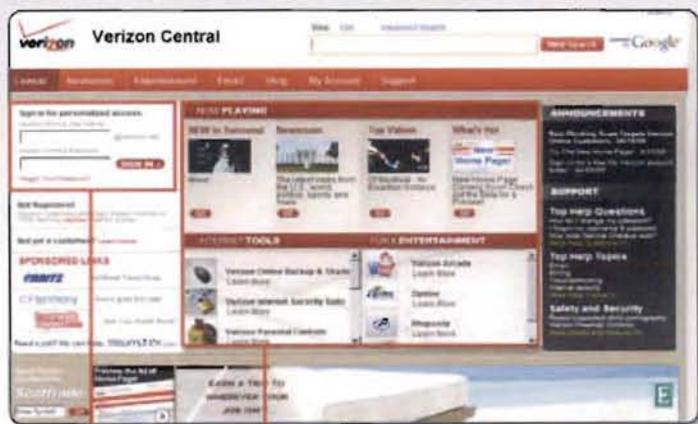
Explore and buy innovative voice and data services that help you maximize your broadband experience (see pages 18-20).

\*The most common browsers are Microsoft® Internet Explorer, Mozilla Firefox® and Safari®. You should see one of these icons on your computer's desktop.

### New to using the Internet?

Learn how to use the features of FiOS by choosing the **Support** tab on Verizon Central. Click **Help** and choose the support topic you need.

Verizon Central Main Page — verizon.net/central



Sign in to get the latest information on your account, and content specific to Verizon FiOS subscribers.

Get the latest in fun, entertainment, news, sports and more.

A wide range of content providers, such as Rhapsody®, Disney Connection® and more, are available for a low additional fee. Please see the Special Offers brochure for more information on these services.

**Help!** is always available at [care.verizon.net](http://care.verizon.net)

### Verizon Central Toolbar



#### 1. Verizon Central Home Page

Here you can view all Verizon FiOS services at a glance. Your actual page and toolbar will vary based on the online service provider you've chosen and whether you've signed in to your account.

#### 2. Newsroom

Customize this section to get the latest news, weather and sports of your choice, follow your favorite celebrities on video and more.

#### 3. Entertainment

VerizonSurround.com is your cutting-edge source for chart-busting tunes, movie trailers, sports highlights, games for the whole family and ad-free kid videos. Plus, special premium offerings like ESPN360.com, Disney Connection and NFL Network Game Extra are yours FREE.

#### 4. Email

Get a massive 4 GB of email storage for you and your family and a state-of-the-art Webmail interface. Access them from any Internet-based PC or Internet-ready smart phone, like the BlackBerry Storm™.

#### 5. Shop

This is your place to browse and purchase movies, music, videos, games and special merchandise. Check here often for special offers available only to FiOS subscribers.

#### 6. My Account

Review your Verizon Online account, including billing details, personal settings, plus your username and password. Do not forget to record your username, password and email address in the Quick Reference Guide.

#### 7. Support

Come here when you need help or something's not working right. We'll give you troubleshooting tips, tutorial videos, even show you how to check your connection speeds.





Support

[Web](#) | [Site](#) | [Advanced Search](#)


Web Search powered by Google™

[Welcome](#) | [Sign In](#)
[Central](#) | [Newsroom](#) | [Entertainment](#) | [Email](#) | [Shop](#) | [My Account](#) | [Support](#)
**Policies and Terms of Service**

- [Terms of Service](#)
- [Web Site Use Agreement](#)
- [Email Policy](#)
- [Anti-Spam Policy](#)
- [Acceptable Use Policy](#)
- [Privacy Policy](#)
- [Email Alias Policy](#)
- [Civil Subpoena Policy](#)
- [Extended Service Plan](#)
- [Terms of Service for Premium Technical Support](#)
- [Terms of Service for Verizon Expert Care Before May 16, 2010](#)
- [Terms of Service for Verizon Expert Care Effective May 16, 2010](#)
- [Terms of Service for Verizon Onsite Support and Home Theater Installation Service provided by firedog](#)
- [Terms of Service for Value Added Services](#)
- [Contact Us](#)
- [Content Policy](#)

**Verizon Internet Access Terms of Service**
**VERIZON ONLINE TERMS OF SERVICE**
[PRINT >](#)

This Agreement is between you as our Subscriber and Verizon Online LLC (or its affiliates listed in Section 16 ("Verizon" or "Verizon Online")) and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

**1. Term and Acceptance of Agreement; Agreement Terms Generally Included.**

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service plan (including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at <http://www2.verizon.net/policies/> ("Website"). You can also receive a paper copy of this Agreement by writing to Verizon, 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service.

**2. DEFINITIONS AND CHANGES TO SERVICE.**

1. "Broadband Services" means Verizon's FIOS or DSL-based Internet services (whichever applies). Verizon's DSL-based Internet service is also known as "High Speed Internet" ("HSI").
2. "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Verizon services, including but not limited to Verizon FIOS TV, Verizon Freedom Value or Verizon Freedom Essentials, FIOS Digital Voice or Verizon ONEBILL service.
3. "Content" means content provided by Verizon or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
4. "Equipment" means the modem, router and/or other equipment provided by Verizon for use with the Service.
5. "Service" means all Verizon dial-up, Broadband Service and Wi-Fi wireless Internet access services (where applicable), Software, Equipment, Content, Additional Services as defined in Attachment B, technical support, email, domain name server ("DNS") and related services, Verizon Web Sites and other products and services provided by Verizon under the pricing plan applicable to your Service. The Service does not include voice telephony services.
6. "Verizon Web Site(s)" mean the sites located at <http://www.verizon.net>, which are comprised of various web pages, tools, information, software, content, and features operated by Verizon.

**3. REVISIONS TO THIS AGREEMENT.**
**ANNOUNCEMENTS**

- [New Phishing Scam Targets Verizon Online Customers - 07/9/10](#)
- [Introducing Verizon Perks - 12/03/09](#)
- [Effective November 30, 2009 - Important Information Regarding Changes to Your Verizon Online Terms Of Service - 11/30/09](#)
- [Effective October 1, 2009 - Important Information Regarding Changes to Your Verizon Online Terms Of Service - 10/01/09](#)

[More Announcements >](#)

From time to time we will make revisions to this Agreement and the policies relating to the Service. We will provide notice of such revisions by posting revisions to the Website Announcements page, or sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions. We will provide you with at least thirty (30) days notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.

#### 4. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.

1. You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify Verizon whenever your personal or billing information changes.
2. You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).
3. **Restrictions on Use.** The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Verizon-issued IP address. You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.
4. **Dial-Up Accounts.** If you subscribe to Dial-up Service, your Service may be subject to log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session.
5. **Broadband Accounts.** Additional User IDs provided for Broadband customers' email boxes may not be used as dial-up connections.

#### 5. PRIVACY POLICY; LEGAL COMPLIANCE.

Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Website and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

#### 6. AVAILABILITY OF AND CHANGES TO SERVICE.

1. **Service and Bandwidth Availability and Speed.** The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other

**factors.** We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

2. **Changes to your local voice telephony service.** If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.
3. **Conversion from DSL Service to Verizon FiOS Internet Service.** When Verizon is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you Verizon FiOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms. If you are on a Term Plan and Verizon terminates or ceases to offer service to your location under this Section 6.3, you shall not be liable to pay the ETF.
4. **Changes to Service or Features.** Verizon reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

#### 7. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

1. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Verizon or its third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or Equipment, and you agree to permit such changes and access to your computer and Equipment. You may use the Software only in connection with the Service and for no other purpose.
2. Certain Software may be accompanied by an end user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
3. For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by Verizon or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
4. Your license to use the Software or any Additional Services will remain in effect until terminated by Verizon or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer.
5. If you subscribe to or otherwise use any third party services offered by Verizon, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.
6. All title and intellectual property rights (including without limitation,

copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by Verizon, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Verizon Web Sites, other than the right to use the Verizon Web Sites according to the terms of the Agreement.

7. **Verizon Wi-Fi.** Verizon Wi-Fi Software and Services are provided by Boingo Wireless, Inc. ("Boingo").

8. **PRICING; BILLING; CHANGES TO SERVICE PLANS AND PAYMENT.**

1. **Prices and Fees; Billing.** You agree to pay the fees applicable to your Service or Bundled Service, either on a monthly or prepaid basis, as applicable, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) ETFs, and j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees, and equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Pre-paid pricing plans for Additional Services will be billed in advance. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON PHONE BILL.** Billing for Dial-up Service will automatically begin upon registration of your account. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date"). Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.
2. **Plans with Minimum Terms.** If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.
3. **Pre-paid Service Plans for Additional Services.** You may be given the option to select a pre-paid service plan for Additional Services ("Prepaid Service Plan") which will begin on the later of: (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.
4. **Money Back Guarantee.** If we provide a money back guarantee ("MBG") for your Service, it will begin on your Service Ready Date. During this MBG period you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle,

monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.

5. **Discontinuation of Service for Nonpayment.** We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
  6. **Late Fees.** If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.
  7. **Local Telephone, Toll and Long Distance Charges.** VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH THE LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. VERIZON DOES NOT GUARANTEE THAT ANY DIAL-UP ACCESS NUMBERS WE PROVIDE WILL BE A LOCAL CALL FROM YOUR LOCATION. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.
  8. **Limitation on Special Pricing Promotions.** You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period.
  9. **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we -will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
  10. **Credit Related Matters.** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.
9. **TERMINATION OR SUSPENSION OF SERVICE.**
1. **Termination of Service.**
    1. **Subscribers with Month-to-Month Accounts.** If you are a month-to-month Service customer, either you or Verizon may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during any applicable 30-day MBG period.
    2. **Subscribers with Term Plans; Early Termination Fee.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE IS TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY VERIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location.
    3. **Termination and/or Suspension by Verizon.** Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Verizon terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1, or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be

liable to pay the ETF. If Verizon terminates or ceases to offer service to your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.

2. **Deletion of Data upon Termination.** YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, VERIZON HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.
3. **Return of Equipment upon Termination.** If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment at no charge from Verizon, you must return the Equipment to Verizon or you will be charged for the Equipment.

#### 10. MANAGEMENT OF YOUR DATA AND COMPUTER.

1. **Your Responsibilities Regarding Management of Your Computer and Data.** You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT VERIZON IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON VERIZON'S OR ANY THIRD PARTY'S SERVERS.
2. **Content and Data Management by Verizon.** We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
3. **Your Responsibilities Regarding Security.** You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.
4. **Monitoring of Network Performance by Verizon.** Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents.

#### 11. LIMITATIONS ON USE OF THE SERVICE.

1. You acknowledge and agree that Verizon (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.
2. You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.
3. You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Verizon may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and

may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.

4. You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.
5. You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.
6. You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.
7. Websites linked to or from the Service are not reviewed, controlled, or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Verizon.
8. If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

## 12. WARRANTIES AND LIMITATION OF LIABILITY.

1. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.
2. VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).
3. VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR

**CONDITIONS, OR THE LIKE.** VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

4. IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
5. THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.
6. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
7. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**13. INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

**14. NOTICES.**

1. Notices required under this Agreement by you must be provided to us at 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service in the manner set forth in the Contact Us section of the Website. Notice by Verizon to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your primary verizon.net email address; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements page of the Website.
2. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

**15. GENERAL PROVISIONS.**

1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
2. Verizon will not be liable for delays, damages or failures in performance

due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

3. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.
4. **Except as otherwise required by law, you and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.
6. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
7. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.
16. **Verizon Affiliates.** Services in New Jersey are provided by Verizon Online - New Jersey LLC. Services in Maryland are provided by Verizon Online - Maryland LLC. Services in Pennsylvania are provided by Verizon Online Pennsylvania Partnership.

## ATTACHMENT A

### ACCEPTABLE USE POLICY

1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use

the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. **Copyright Infringement/Repeat Infringer Policy.** Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.
4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

## ATTACHMENT B

### ADDITIONAL SERVICES TERMS

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

1. **PERSONAL WEB SPACE ("PWS") AND VERIZON ONLINE BACKUP & STORAGE ("STORAGE SERVICES").**
  1. If PWS and/or Storage Services are made available as a feature of the Service, you agree that you are solely responsible for all content you store on or retrieve from such services. Additional terms and conditions applicable to Storage Services are posted on the Website and are incorporated herein by reference. You understand that we do not provide telephone technical support for PWS or Storage Services. Storage Services may be accessed from any suitable Internet connection.
  2. If you breach this Agreement, we reserve the right immediately to suspend or terminate your Service and/or an Additional Service(s) with or without notice. In such case, you agree that we may immediately delete all data, files, and other content stored on your Storage Services, including archived data, without further notice to you. **It is your responsibility to remove or copy any content stored on the Storage Services prior to closure of your account; otherwise, it may be lost.**
  3. Verizon reserves the right to access your PWS or Storage Service account at any time with or without prior notice to you and to disable access to or remove content which in our sole discretion is or reasonably could be deemed unlawful.
  4. Use Requirements for Free Storage Services Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) calendar days or more, then Verizon reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will prevent cancellation of your Free Account. **It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.**
  5. Verizon Online Backup & Sharing is provided by DigiData Corporation, which is a third party beneficiary of this Agreement capable of enforcing

its terms independently from Verizon.

## 2. EMAIL AND EMAIL MESSAGING SERVICE.

1. **Email Service.** Use of Verizon email service is subject to Verizon's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available at on the Website and these email policies are incorporated herein by reference.
2. **Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. **Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.**
3. **Email Aliases.** Verizon will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.

## 3. VERIZON INTERNET SECURITY SUITE ("VISS").

1. VISS by Radialpoint.
  1. VISS by Radialpoint is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300, Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint SafeCare Inc. (hereunder, along with Radialpoint SafeCare General Partnership, referred to as Radialpoint). The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against Radialpoint Inc. under or in relation to this Agreement. Radialpoint Inc. is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.
  2. You acknowledge and consent that Radialpoint Inc.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form ("VISS Data") to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability, and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint Inc.
2. VISS Powered by McAfee.
  1. VISS Powered by McAfee is manufactured by McAfee, Inc. located at 3965 Freedom Circle, Santa Clara, CA 95054, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon. The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against McAfee Inc. under or in relation to this Agreement. You acknowledge and agree that claims against McAfee regarding the VISS Powered by McAfee shall be governed by and construed in accordance with the substantive laws of the State of New York.
  2. Use of each license for VISS Powered by McAfee is limited to one computer. Updates to previous versions of VISS Powered by McAfee require a valid license to the previous version. After receiving an update, you may continue to use the previous version of VISS Powered by McAfee on the same computer to assist in transitioning to the update. Previous versions or copies thereof may not be transferred to another computer unless all copies of updates are also transferred. Prior versions of VISS Powered by McAfee will not be supported after an updated version has been installed.
  3. VISS Powered by McAfee may include software programs licensed (or sublicensed) to the user under the GNU General Public License ("GPL") or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). The GPL requires that for any Open Source Software covered under the GPL, which is distributed in an executable binary format, that the

source code also be made available. With VISS Powered by McAfee, the source code is made available as part of the download package. If any Open Source Software licenses require that McAfee provide rights to use, copy or modify a program that are broader than the rights granted herein, such rights shall take precedence.

4. You acknowledge that VISS Powered by McAfee employs certain applications and tools to retrieve non-personally identifiable information about your computer system to provide and support VISS Powered by McAfee. Because this information is essential to providing quality service and up to the minute threat protection, there is no opt-out available for this information collection.
4. **VERIZON GAMES ON DEMAND.** Verizon Games on Demand are manufactured by Exent Technologies, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

5. **STARZ PLAY.** Starz Play is provided by Starz Entertainment, LLC.

6. **VERIZON PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").**

1. **Service Description and Scope of Support.** PTS is a service intended to address issues outside the scope of Verizon's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All PTS services are offered in English only.

2. **Limitations of PTS.**

1. PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not include training on hardware or software use.
2. PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers
3. PTS is for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product or vii) upgrades of firmware, software, operating systems, or applications. Use of PTS does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.
4. In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.
5. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.
6. If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from the time of purchase; and you must be a subscriber to Verizon High Speed Internet or Verizon FiOS Internet service.

3. **Your Responsibilities.**

1. In order for us to provide PTS, you must first confirm that you have: a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians.** You also

acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferrable.

2. You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.
3. You hereby grant Verizon permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.
4. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

**4. Support Procedures.**

1. **Purchase Terms.** PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 6.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 6.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. **IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.**
2. "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.
3. An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
4. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.
5. **Third Party Warranties.** Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third party warranties is acceptable to you.**
6. **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.
7. **LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 12 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE**

**LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**

V-10.2 Effective January 17, 2010



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