

VERIZON WIRELESS TERMS AND CONDITIONS FOR ACCESS TO ARCHIVED MESSAGES

(GRL43600552)

This agreement is between you as our Customer and Cellco Partnership dba Verizon Wireless (“**VZW**”) and it sets forth the terms and conditions under which you agree to use and we agree to provide access to Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, you accept these Terms and Conditions, which may be modified by us from time to time, provided Verizon provides notice of such modifications.

1. Definitions.

1.1 Archived Messages means the User’s Messages available for retrieval by Global Relay from VZW.

1.2 Archived Messages Service means the Global Relay Service known as Archiving for Verizon Messaging that retrieves Archived Messages for you.

1.3 Customer-Phone Number means a VZW Mobile Directory Number (“MDN”) that is established under your corporate account and corporate name for which you are financially responsible for the payment to VZW for VZW service.

1.4 Employee-Phone Number means a VZW MDN that is established in the name of an individual employee of your company and such individual employee is financially responsible for the payment to VZW for VZW services.

1.5 Messages means messages sent or received by the User via the short message service (“SMS”) or the multimedia message service (“MMS”).

2. Archived Messages Service.

2.1 You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. Customer will not access, use, copy, store or disclose Archived Messages for any other purpose.

- (a) Customer-Phone Numbers Only.** You will enroll only Customer-Phone Numbers in the Archived Messages Service. You will not enroll any Employee Phone Numbers in the Archived Messages Service.
- (b) Notice and Consent.** Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any User’s Archived Messages, you will provide advance disclosure to each employee containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how you and Global Relay will access, use, copy, retain, protect or disclose such employee’s Archived Messages, as well as the duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, VZW will send a free to end user text message, pre-approved by you, to each employee containing a notice to opt-in to the Archived Messages Service, and you will not access, use, store, copy or disclose any employee’s Archived Messages until such consent has been obtained.
- (c) Revocation of Consent.** You will ensure that each User may immediately revoke consent through readily available mechanisms to the User. You will immediately move the Customer-Phone Number from the account provided to Company by either disconnecting the MDN from the Archived Messaging Service or moving that Customer-Phone Number to another account maintained by VZW. If consent is revoked, then you will not access, retrieve, use, store, copy or

disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by you prior to such revocation date.

- (d) **Transferring Mobile Device or Customer-Phone Number to Another Employee.** Prior to transferring a mobile device or Customer-Phone Number enrolled in the Archived Messages Service to another employee, you will remove the User from the account used for Archived Messages Service and wait at least 24 hours prior to adding a new User and the Customer-Phone Number on that mobile device.
- (e) **Periodic Reminders.** VZW will provide periodic reminders to each User of its enrollment in the Archived Messages Service, if Company enables such option in _____ portal.
- (f) **Acknowledgement.** You acknowledge that VZW will make available to Global Relay the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to _____.
- (g) **Limitations and Restrictions.** You may access the User's Archived Messages only with that User's express knowledge and consent. You must maintain records of each employee's express, informed consent for you to collect such User's Archived Messages. If a User revokes such consent at any time, then you must immediately cease initiating requests for retrieval of that employee's Archived Messages from VZW.

2.2 Customer Business Records. You will maintain full, complete and accurate records related to your performance under these Terms and Conditions, and shall preserve such records for five (5) years from the date of preparation; provided, however, that you will retain, for at least five (5) years following the latest access to Archived Messages, records sufficient to demonstrate each employee's consent to access and use its Archived Messages. Such records shall be available for inspection and copying by VZW during your normal business hours, upon five (5) days notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If you refuse to comply with the obligations set forth in this Section or if VZW's review of such records reveals that you are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, your account agreement with VZW or at law or in equity, VZW may terminate your access to the Archived Messages.

2. Terms and conditions to present to Fortune 500 Customers

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(b) **Notice and Consent.** Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any User's Archived Messages, You will provide advance written or electronic disclosure to each employee containing clear and conspicuous notice of how You and Global Relay will access, use, copy, retain, protect or disclose such employee's Archived Messages, as well as the duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, and after providing the above-described disclosure, You will obtain the employee's consent, in writing or electronically, to the archiving of the employee's Archived Messages, including a consent for a carrier, including VZW, to share the Archived Messages with You and Global Relay and You will not access, use, store, copy or disclose any employee's Archived Messages until such consent has been obtained. The disclosure and consent must advise the employee that he/she/they are not permitted to allow anyone else to use their assigned device. In addition, VZW will

send a free to end user text message to the device or MDN, pre-approved by You, with notice that You require archiving of text/SMS messages on Customer provided or funded devices, and that continued use of the device is deemed as the device or MDN user's consent to deliver Messages to You and/or Global Relay for archiving through the Archived Messages Service ("Consent Notice"). Successful delivery of the Consent Notice is a pre-requisite to VZW enabling Archived Messages through the Archived Messages Service. You will also include a similar notice and consent process in Your organization's device acceptable use policy.

- (c) **Revocation of Consent.** You will ensure that each User may immediately revoke consent through readily available mechanisms to the User. You will immediately notify Global Relay of any such revocation of consent so that Global Relay can notify VZW of such revocation. If consent is revoked, then You will not access, retrieve, use, store, copy or disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by You prior to such revocation date.
- (d) **Periodic Reminders.** You will provide periodic reminders to each User of its enrollment in the Archived Messages Service.
- (e) You acknowledge that VZW will make available to Global Relay the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to Global Relay.
- (f) **Limitations and Restrictions.** You may access the User's Archived Messages only with that User's express knowledge and consent. You must maintain records of each employee's express, informed consent for You to collect such User's Archived Messages. If a User revokes such consent at any time, then You must immediately cease initiating requests for retrieval of that employee's Archived Messages from VZW.

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2.3 Annual Certification. Once a year, VZW will send a notice to Customer requesting written certification that Customer is in compliance with the terms of section 2.1(b) above and Customer shall provide such certification within sixty (60) days of such notice. If Customer fails to provide such notice within such time period, VZW reserves the right to, upon notice, terminate Customer's access to any further Archived Messages.

2.4 Responsibility and Indemnification.

2.4(a) **Responsibility.** You assume all responsibility and risk for the Notice and Consent of Users and the Periodic Reminders as set forth above.

2.4(b) **Indemnification.**

2.4(b)(1) You will defend, indemnify and hold harmless VZW, its Affiliates, and their

respective directors, officers, employees, contractors, agents, shareholders, any successors and assigns and their respective heirs and legal representatives (collectively, the "VZW Indemnitees"), from and against any and all Claims and Losses, reasonable attorney's fees and defense costs arising out of, relating to or resulting from Your acts or omissions or Your failure to comply with the terms of Section 2.1 (b) Notice and Consent and 2.1(d) Periodic Reminders. For any Claims that are the subject of Your indemnification obligations herein, VZW will have sole control of the defense, unless VZW tenders such defense thereof to You, and will provide You with reasonable information throughout the course of such defense. (i) "Claims" means any third party claims, demands, actions, disputes, controversies or requests for equitable or injunctive relief by a User that You have not complied with Your notice and/or consent requirements and (ii) "Losses" means any damages or settlement amounts payable to a User as a result of the final adjudication or settlement of a Claim, including, without limitation, judgments, arbitration awards, payments of interest, fines, assessments, penalties and deficiencies, and any other losses, obligations, liabilities, costs or expenses suffered or incurred as a result of a Claim.

2.5(b)(2) Your indemnification obligations are subject to the following: (a) You will cooperate reasonably with VZW in connection with any Claim; (b) You will not consent to the entry of any judgment or enter into any settlement of Claim without VZW's prior written consent, which will not be unreasonably withheld; and (c) You are obligated to VZW for its reasonable attorney's fees and expenses incurred in the enforcement of the indemnification hereunder.

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