

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

This agreement is dated October 2, 2017 between Celco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Clay County Constable ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://www.dir.texas.gov or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: 756000861 Existing Vendor Customer Account Number(s):

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): kirk.horton@co.clay.tx.us

Verizon Wireless Sales Representative Name: Sharmi Rix and Wireless Phone Number: 214-422-4889 and GID: DIR16

Verizon Wireless Profile ID(s):

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 2nd day of October, 2017

Form with fields: Customer Name: Clay County Constable; Authorized Signature: [Signature]; Printed Name: Sidney K. Horton; Title: Constable; Date: 10/02/2017

Handwritten signatures: Clay County Judge, Sidney K. Horton, Kenneth Lygett



# State of Texas Account Profile Document-DIR-TSO-3415

Please be accurate with the information you provide. This is an internal document only, not to be completed by external customers. National Strategic Accounts uses this information to determine support and implementation requirements. Accounts with past due balances and existing billing issues will not be accepted for implementation.

1. Complete All Sections (highlighted in blue).
2. Email attachment to wfmBFOSTofTX@VerizonWireless.com along with Implementation Paperwork.
3. Subject Line of Email: State of Texas/Agency Name /New Account
4. The document will be reviewed by the Contract Admin for Implementation.
5. Once approved, confirmation will be sent to the GAE/GAM handling the account.

## \*\*SECTION I – AGENCY / ORGANIZATION PROFILE\*\*

Customer Profile Creation - Please fill out the below information

Agency / Organization Name must be the legal name of entity with no abbreviations

Agency / Organization Information		Request Type	
Entity Legal Name	Clay County Constable	Account Status (New/Existing/Migration)	New
Entity Type (State or Local)	City/County - 3758608	If New, is this an LNP order?	No
Physical Headquarters Location	214 N Main	Agency Name	Clay County Constable
Anticipated Growth (CLEU)	1	HQ Street Address	214 N Main
D & B Number		City	Henrietta
Fed Tax ID Number		State, ZIP	TX, 76365
		Billing Name	Clay County Constable
		Street Address	214 N Main
		City	Henrietta
		State, ZIP	TX, 76365

Create Corporate Voice / Data Profile    
 Create ELEU Profile    
 Create Machine to Machine (M2M) Profile

Sales Team Information			
Sales Representative	Sharmi Rix	Sales ID	E1A6K
Title	BAM-Government	Contact #	214-422-4889
		**Sales Rep GID	MASTER GID - DIR16

Billing System	Vision East	Contract Name	State of Texas Wireless Service & Equipment Agreement
NPA-NXX	940-538	Contract Number	STATE OF TEXAS-DIR-TSO-3415

Customer using Purchase Order

## \*\*SECTION II - My Business / VEC Implementation\*\*

Customer requesting My Business Enrollment

▶ Designate Agency Representative

MyPOC Name     Sidney Horton

Authorized Signers :	Customer Contact #1	Customer Contact #2	Customer Contact #3	Customer Contact #4
New Activations	POC Name	Sidney Horton		
Deactivations	POC Title	Constable		
Billing Changes	Street Address	214 N Main		
Maintenance	City, State, Zip	Henrietta, TX 76365		
Plan & Feature Changes	Phone (CBR)	940-538-5911		
Contract Renewals	Fax			
Equipment Upgrades	Email Address	kirk.horton@clay.co.tx.us		

## \*\*SECTION III - APPROVAL\*\*

TITLE	NAME	Approval Date
Implementation Manager or Authorized Accounts		

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# Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency <b>CLAY COUNTY</b>	
Address (Street & number, P.O. Box or Route number) <b>214 N MAIN</b>	Phone (Area code and number) <b>(940) 538-5911</b>
City, State, ZIP code <b>HENRIETTA TX 76365</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Cellco Partnerships DBA Verizon Wireless

Street address: 600 Hidden Ridge City, State, ZIP code: Irving, TX 75038

Description of items to be purchased or on the attached order or invoice:

One (1) Verizon Jetpack 4G LTE Hotspot monthly rental and service.

Purchaser claims this exemption for the following reason:

COUNTY GOVERNMENT

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser <u>Danija Goodwater</u>	Title <u>Co. TREASURER</u>	Date <u>10/02/2017</u>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**

**Do not send the completed certificate to the Comptroller of Public Accounts.**

**Kirk Horton**

*Sidney K Horton*  
10/17/17

**From:** sharmi.rix@verizonwireless.com  
**Sent:** Tuesday, October 17, 2017 4:02 PM  
**To:** Kirk Horton  
**Subject:** Action Required - Your Approval Needed for Verizon Wireless Order Number # 270520

Below are the details of an order you recently requested. Please review the order details and respond with your approval by selecting the link below.

[Click here to approve or reject the order](#)

Upon approval your order will be submitted for the processing  
Upon rejection this order will not be placed and will be returned to your sales representative.

Did you know you can use My Business Account or Verizon Enterprise Center to purchase new equipment, change price plans, add features, and more? Visit [www.verizonwireless.com/mybusiness](http://www.verizonwireless.com/mybusiness) to learn more.

## ORDER RECEIPT

Ace Order #: 270520 Location #: 1525501 Sales Rep Id #: E1A6K Order Date: 10/17/2017 No. of Lines: 1

Name: CLAY COUNTY CONSTABLE  
Address: 214 N MAIN ST City: HENRIETTA  
State: TX Zip: 763650000  
Daytime Phone No.: 9407332130 Ext:  
Credit Application #: 243509746 ECPD Profile ID: 4266592

## Payment Information

Payment Type	Bill To	Expires	Amount
Zero Cost			\$0.00
<b>Grand Total:</b>			\$0.00

Line #	Name	MTN	DEVICE ID	ICC ID	Eligible MDN
1	SIDNEY HORTON	9402328425			

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The following is a summary of Line: 1

### Equipment Purchased

SKU	Description	Quantity	Unit Price	Sub Total
MIFI7730L	Jetpack Mifi 7730L	1	\$99.99	\$0.00
EMBD4GSIM-N	4G 4FF PRE-INST SIM	1	\$0.00	\$0.00
WAR6002	1 YR. MFG. WARRANTY	1	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00

**Tax Exempt Equip:** YES

**Total (Incl. Tax):** \$0.00

#### Service Information

84356-MOBILE BROADBAND UNLIMITED

Contract Term:  Monthly  1 Year  2 Year

Device Payment Agreement:

EARLY TERMINATION FEE: UP TO \$175

**MONTHLY ACCESS : \$37.99\*\***

\*\*Does not include taxes, surcharges, and other fees.

#### Service Product Offers

1087 - HD VIDEO OPTIMIZATION

Insurance/Warranty

66332 - DECLINE EQUIPMENT PROTECTION

Optional Packages

#### Added Features

48526 - TXT MSG W PER MSG CHARGES

48553 - STREAMLINED BILLING - \$0

68872 - CALL DELIVERY

70421 - BLOCK VOICE-HOTLN (PKT DATA)

74775 - SDM REMOTE QUERY BLOCK

75622 - 4G DATA TRANSPORT

75697 - RTR FOR UNLIMITED PLANS \$0

75706 - TEXT MESSAGING

75802 - DYNAMIC-PRIVATE IP

75836 - 4G INTERNET ACCESS

75837 - 4G APPLICATION ACCESS

75860 - MBB UNLIMITED

79127 - GLOBAL VOICE SELECT CANADA

Static IP#:            GroupID/Tie Code: DIR16

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**Shipping Information**

SIDNEY HORTON  
CLAY COUNTY CONSTABLE  
214 N MAIN ST  
HENRIETTA TX, 76365 - 0000

**Discount and Promotions**

Access Discount 0%

Note: The discounts above apply to eligible plans and features. Please refer to your contract or speak to your sales rep for information on the discount eligibility of particular plans or feature.

Note: The prices above do not include any discounts you may be eligible for based on your contract with Verizon Wireless. Discounts may apply to eligible plans and features. Please refer to your contract or speak to your sales rep for information on the discount eligibility of particular plans or features.

# Terms and Conditions

## My Business Account / Verizon Enterprise Center Website Terms and Conditions

These Terms and Conditions ("Terms") govern your use of the My Business / Verizon Enterprise Center website and content, functionality and services made available as part of the website (collectively the "Site"), except where noted otherwise on the Site or in these Terms. The Site allows you to view and manage your business accounts for certain services provided to you by Verizon. By accessing or using the Site in any way, you are agreeing to comply with these Terms, including any agreements, policies or guidelines incorporated by reference herein. If you are using the Site on behalf of an organization, you are agreeing to these Terms for that organization and representing and warranting that you have the authority to bind that organization to these Terms.

You may be able to browse, subscribe to and/or purchase products, services and software ("Solutions") on the Site provided either by Verizon or by third parties (the latter referred to hereafter as "Third Party Solutions") for use with one or more of your accounts. Solutions may have their own terms and conditions that apply to their purchase, access or use. These Terms do not alter in any way the terms and conditions of any Solution you acquire through the Site. To the extent that there is any conflict between these Terms and the terms and conditions of any Solution, the terms and conditions of that Solution will govern with respect to that Solution. Section 3 below is specifically applicable to Third Party Solutions.

The Verizon.com website, Verizonwireless.com website and Verizon.net website are governed by separate terms.

IF YOU DO NOT AGREE TO THESE TERMS, OR ARE NOT AUTHORIZED BY YOUR ORGANIZATION TO ACCESS THE SITE, THEN YOU MAY NOT ACCESS OR USE THE SITE.

- 1. License to Use the Site.** Verizon grants you the right to use the Site solely for the limited purpose of viewing general information and accessing specific information to which you have been expressly granted access to by Verizon. All other purposes for accessing the Site are expressly prohibited. If you are a third party granted access to the Site on behalf of a Verizon customer, any information garnered by your access to the Site may only be used on behalf of that customer and shall not be used for any other purpose or on behalf of any other party. Additionally, Verizon's Acceptable Use Policy located at <http://www.verizonenterprise.com/terms> applies to your use of the Site. You represent and warrant that at all times that you use the Site, you are authorized to do so by each customer to whose information you have access, and that if that authorization ends, you will immediately stop using the Site and inform Verizon to terminate your access. Verizon may suspend or terminate your use of the Site in whole or in part for any reason it determines is necessary to administer, maintain, and protect the Site, Verizon's network, interconnecting networks, any features or information on the Site or authorized users thereof, including you. Verizon shall provide as much notice as is reasonably practicable in the event of a suspension or termination of your use of a paid feature or the online billing feature on the Site.
- 2. Access by Authorized Users.** Access to the Site requires a username and password. Access to the Site by your employees requires a secure link accessible only from behind your organization's firewall. Verizon provides you with an initial username and password after which you are solely responsible for all control, management, dissemination of, and creation of, new usernames and passwords. Any access to these sites via such username and password or secure

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link is deemed by Verizon to be done with your authorization and you agree to be responsible for all activities that occur under your user names and passwords including, but not limited to, any orders placed for products, services or Solutions, any access that is provided to billing information, and any security breaches. Furthermore, you agree that you will exit from your account at the end of each session. You are responsible for obtaining and maintaining all hardware and software necessary to connect to and use the Site.

3. **Third Party Solutions.** The following additional terms will apply to Third Party Solutions.

1. **General.** The Site may from time to time offer Third Party Solutions that you may be eligible to purchase, enable and/or access for one or more of your accounts. If you choose to obtain a Third Party Solution, it is solely your responsibility to ensure that you meet any system, device or other requirements for operation of that Third Party Solution. If you obtain a Third Party Solution on the Site, you understand and agree that Verizon is permitted to share certain account information to the provider of that Third Party Solution in order to facilitate billing, account creation and other administrative functions.
2. **Accounts.** In order to use a Third Party Solution, you may need to create an account with the third party provider or licensor of that Third Party Solution and you may need to link that account to your Verizon account for billing and other purposes. Any information that you provide to a third party may be subject to that third party's (or another party's) privacy policy. It is solely your responsibility to understand how your information may be accessed, used and shared by third parties in connection with Third Party Solutions.
3. **Third Party EULA.** Third Party Solutions are subject to end user license agreements or similar terms and conditions between you and the third party licensors of those Solutions (each a "Third Party EULA"). Each Third Party EULA is a binding contract between you and a third party, and Verizon is not a party to that EULA. Third Party EULAs govern your rights to access and use the Third Party Solutions to which they apply and can be enforced against you. It is solely your responsibility to (i) read and understand, (ii) accept and (iii) comply with Third Party EULAs. Subject to the foregoing, Verizon will, where possible, endeavor to provide you with a link to applicable Third Party EULAs before you can complete a purchase or activation of the related Third Party Solutions. You acknowledge and agree that if you choose not to accept a Third Party EULA then you may not be able to access or use to the related Third Party Solution.

4. **Access to and Use of Content on Site**

1. Permission to make and internally use copies of the text, graphics, images, video and audio files and other information ("Content") from the Site is granted subject to the following conditions:
  1. any copies shall be used only for your internal, non-commercial use;
  2. any copies must include the following copyright notice: "Copyright 2011, 2017 Verizon. All rights reserved";
  3. permission is granted only to you and is not transferable to any other person or entity; and
  4. you may not otherwise use, modify, copy, print, display, reproduce, distribute, manipulate, or publish any Content from this site without the express prior written permission of Verizon.
2. Without the express prior written authorization of Verizon, you may not:
  1. use any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or other data gathering and extraction tools, scripts, applications, or methods on the Site;

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2. use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the Site, servers or activities conducted therein;
  3. take any action that imposes an unreasonable or disproportionately large load on the Site or its network infrastructure or that adversely affects Verizon's network or its other customers;
  4. decompile, reverse engineer, modify or disassemble any of the software in or associated with the Verizon network and/or any Verizon server;
  5. use any meta tags or any other "hidden text" utilizing Verizon's name or any Verizon trademark without Verizon's prior written permission;
  6. frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Verizon or use any Verizon trademark except as set forth in the foregoing limited license in these Terms; or
  7. otherwise exceed the limited access to the Site as authorized by Verizon.
3. Verizon reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these Terms and to suspend or end service for any operational or governmental reason or violation of these Terms. Unauthorized use of the Site or the network infrastructure and/or data display is illegal and Verizon reserves the right to take legal action.
  4. Content may contain other proprietary notices or describe products, services, processes or technologies owned by Verizon or third parties. Except for the foregoing limited license to make and internally use copies of the Content, nothing contained herein shall be construed as granting you a license under any copyright, trademark, patent or other intellectual property right of Verizon or any third party.
5. **Requirements for linking to the Site.** You may link to this Site, subject to the following guidelines:
1. Links may only be to the main login page, and not to pages within the site itself.
  2. The Verizon link must not appear connected to any other logos and graphics.
  3. The Verizon link must not be used in any way that implies an endorsement by Verizon of any third party or their product or service.
  4. You may use a text hyperlink and/or Verizon logo only on your websites using secure link to these sites accessible only by your employees or authorized users from behind your corporate firewall.
  5. The Verizon name must not be associated with unfair, deceptive or libelous advertising or commentary or used in any way that will tend to injure or compromise our professional reputation and corporate identity and policies.
  6. Verizon may view your site to review your use of Verizon logos and direct you to change the location, size, type and color of your use of the Verizon logo.
  7. You shall remove any links and/or discontinue use of any Verizon logo immediately upon Verizon's request.
  8. Your text hyperlinks must include the following company name: Verizon. No stylization is permitted.
6. **Account Information** Account information provided to you as part of the Site is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. Site information is generally updated regularly, but is subject to adjustment

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and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

7. **NO WARRANTY. VERIZON (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) PROVIDE THE SITE ON AN "AS IS," AS AVAILABLE, BASIS, WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE. ALSO, THERE IS NO WARRANTY OF LACK OF VIRUSES OR OTHER DISABLING CODE OR CONDITION, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THE ENTIRE RISK ARISING OUT OF THE USE, QUALITY, ACCURACY, EFFORT, OR PERFORMANCE OF THE SITE IS WITH YOU. IN ADDITION, VERIZON DOES NOT WARRANT THE SECURITY OF THE SITE OR, INFORMATION, SOFTWARE, CONTENT, THIRD PARTY SOLUTIONS AND FEATURES AVAILABLE THROUGH IT WILL BE UNINTERRUPTED, ERROR-FREE, PROVIDED PROPERLY OR COMPLETELY, OR BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK. VERIZON IN ITS DISCRETION MAY PROVIDE SUPPORT FOR THE SITE.**
8. **Limitation of Liability.** IN NO EVENT WILL VERIZON BE LIABLE TO YOU FOR (i) ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) OR ANY OTHER DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, PERFORMANCE OF THE SITE, PROVISION OF OR FAILURE TO PROVIDE THE SITE, LOSS OF DATA, YOUR ACCESS OR INABILITY TO ACCESS OR USE THE SITE OR YOUR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON OR THROUGH THE SITE, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED, OR INVASION OF PRIVACY FROM OR THROUGH THE SITE, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE; OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, VERIZON'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
9. **Potential Disruption of Service.** Access to the Site may from time to time be unavailable, delayed, limited or slowed due to, among other things: (a) hardware failure, such as failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; (b) overload of system capacities; (c) software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content; (d) damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or

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natural disasters; or (e) any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Verizon, including labor strikes.

10. **Changes to Terms.** Verizon reserves the right, from time to time, to amend or modify these Terms (including any agreements, policies or guidelines referenced herein). Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. It is your responsibility to check the Terms from time to time to review the current version.
11. **Intellectual Property Rights.** All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Site (including but not limited to, related software and including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the software, and any copies of the software), are owned by Verizon, its affiliates, licensors or suppliers.
12. **Indemnification.** You agree to defend, indemnify and hold harmless Verizon and its officers, directors, employees, agents, licensors and suppliers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from any failure to comply with these Terms by you (or any parties who use your credentials, with or without your permission, to access the Site).
13. **Cookies.** A cookie is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user identification that the site uses to track web pages you've visited, but only contains personal information you supply. Some parts of the Site use cookies to track user traffic patterns. Verizon does this in order to determine the usefulness of certain information and to see how effective its navigational structure is in helping users reach such information. This information is solely utilized for the aforementioned internal purpose and is not shared or sold to third parties. More information about Verizon's Privacy Policy related to cookies, including links to instructions for managing cookie controls on websites for particular browsers is available at <http://www.verizon.com/about/privacy/cookies>.
14. **Miscellaneous provisions.**
  1. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the effect and intent of the original language, and the remaining portions shall remain in full force and effect.
  2. By transmitting, uploading, posting or submitting any information or material to the Site, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and (ii) warrant that no other party has rights to the information and that your transmission, posting, uploading or submission of the information does not violate any copyright, contract or other laws.
  3. **You and Verizon agree that the substantive laws of the State of New York, 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 these Terms. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN NEW YORK COUNTY, NEW YORK, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE TERMS OR TO THE SITE. Except as otherwise required by law, including New York laws relating to consumer transactions, any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**

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4. These Terms, including all agreements, policies and guidelines incorporated herein by reference, constitute 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. You agree not to assign or otherwise transfer your rights or obligations under these Terms in whole or in part; any attempt to do so shall be void. These Terms may be revised by Verizon as set forth in Section 10, "Changes to Terms", above. Any terms varying from these Terms in any written or electronic communication from you are void.

*Sidney K. Horton*

*10/17/17*