

## **Addendum to Verizon Customer Agreement for Customer-Provided In-building Radio Distribution Equipment**

This is an addendum ("Addendum") to the Customer Agreement (the "Agreement") between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and \_\_\_\_\_ ("Customer"). The Agreement is further identified by Mobile Telephone Number \_\_\_\_\_. This Addendum governs the operation of in-building radio distribution equipment ("Customer-Provided Equipment") that Customer has obtained from a party other than Verizon Wireless. Such Customer-Provided Equipment is capable of operating on Verizon Wireless Frequencies (as defined below).

1. Under applicable regulations of the Federal Communications Commission ("FCC"), Verizon Wireless or its local affiliates is or are the exclusive licensee(s) of certain radio frequencies ("Verizon Wireless Frequencies") used in connection with the Wireless Service provided to Customer under the Agreement. Verizon Wireless grants Customer permission to operate Customer-Provided Equipment on Verizon Wireless Frequencies, subject to the terms and conditions of this Addendum.
2. The permission granted by Verizon Wireless to Customer under Section 1 above shall continue for the term of the Agreement as it may be amended, unless withdrawn by Verizon Wireless as provided below. If Customer ceases to be a Verizon Wireless Customer or Subscriber, Customer shall immediately cease operating any Customer-Provided Equipment on Verizon Wireless Frequencies. If Customer is vacating any premises where Customer-Provided Equipment has been installed, Customer shall arrange for the removal of the Customer-Provided Equipment. This Addendum may not be assigned by Customer.
3. No Customer-Provided Equipment shall be operated on the Verizon Wireless Frequencies unless Verizon Wireless has approved both the manufacturer and the model device for such use. All Customer-Provided Equipment shall be properly installed on Customer's premises according to the manufacturer's or Verizon Wireless's specifications or requirements. Customer must notify or arrange to have Verizon Wireless notified in writing of the type, manufacturer, and location of any Customer-Provided Equipment that has been or will be placed in operation under this Addendum. Customer-Provided Equipment operated on the Verizon Wireless Frequencies under this Addendum shall be installed only in buildings and/or premises owned or leased by Customer ("Customer Premises") and shall be operated by or on behalf of Customer for use primarily by Customer and its invitees. Customer shall not impose any charge on any third party for obtaining access to Verizon Wireless's services via the Customer-Provided Equipment or intercept, alter, record or store communications using Verizon Wireless's services passing over Customer-Provided Equipment. Customer shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless.
4. Customer grants Verizon Wireless the right at any time upon not more than twenty-four (24) hours' prior oral or written notice to enter any Customer Premises to inspect Customer-Provided Equipment to determine whether it is properly installed as required above and to test it and nearby radio frequency coverage for the purpose of investigating or remediating interference with Verizon Wireless's network or services.
5. Verizon Wireless or its local affiliates is or are the exclusive FCC licensee(s) of certain radio frequencies on which Verizon Wireless's services are provided. If Verizon Wireless determines that any Customer-Provided Equipment is causing interference with Verizon Wireless's network or services, then immediately upon Verizon Wireless's request, Customer shall power down, disconnect or deactivate the Customer-Provided Equipment in question, and shall not resume operating same on Verizon Wireless's Frequencies until Verizon Wireless notifies Customer that the cause of such interference has been remedied. Verizon Wireless may withdraw the permission granted pursuant to Section 1 of this Addendum if Verizon Wireless determines that permanent disconnection of Customer-Provided Equipment is necessary to remedy interference to Verizon Wireless's network or services, and upon notice thereof Customer shall permanently cease operating such Customer-Provided Equipment on Verizon Wireless's Frequencies.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Customer Premises to which Verizon Wireless or its authorized representatives may be required to obtain access hereunder; (ii) Customer owns or leases the premises on which any Customer-Provided Equipment has been or will be installed, and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; (iii) Customer has obtained or will obtain all required permits, inspections or other approvals necessary for the installation and operation of Customer-Provided Equipment; (iv) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on Customer's Premises, or within the building where Customer's Premises are located, that may be adversely affected by, or may adversely affect, installation or operation of the Customer-Provided Equipment. At its sole discretion, Verizon Wireless may upon written notice withdraw the permission granted in Section 1 of this Addendum with respect to any Customer-Provided Equipment, until such time as Customer corrects any condition that would be a breach of the above representations and warranties. Customer shall indemnify, defend and hold Verizon Wireless harmless from any cost, claim, damage or liability (including but not limited to reasonable attorneys' fees and costs) resulting from the installation, operation, use or removal of any Customer-Provided Equipment or from any breach of the representations and warranties in this paragraph.

7. Customer acknowledges that the Customer-Provided Equipment may not provide coverage for 100% of Customer's Premises owing to the nature and limitations of Wireless Service.
8. Customer shall operate and use the Customer-Provided Equipment in accordance with all applicable laws, regulations, orders and guidelines, including without limitation any regulations, orders, circulars or guidelines issued by the FCC.
9. Customer acknowledges that it does not have and shall not acquire any proprietary or ownership rights or interest in the Verizon Wireless services network.
10. Customer acknowledges and agrees that it has not purchased the Customer-Provided Equipment from Verizon Wireless. Customer further acknowledges and agrees that Verizon Wireless is not the manufacturer, distributor, or installer of the Customer-Provided Equipment.
11. **VERIZON WIRELESS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY, TITLE, COMPATIBILITY WITH VERIZON WIRELESS SERVICES, OR IN ANY OTHER WAY RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE CUSTOMER-PROVIDED EQUIPMENT OR COVERAGE SYSTEM. NEITHER VERIZON WIRELESS NOR ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR CONSULTANTS SHALL BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES WHATSOEVER BE THEY DIRECT, ECONOMIC, COMMERCIAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, EVEN IF VERIZON WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, LOST PROFITS, OR A FAILURE TO REALIZE EXPECTED SAVINGS.**
12. All terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall become effective when signed by Customer. Verizon Wireless and Customer must agree to any changes to this Addendum in writing. An electronic or facsimile copy of this Addendum, executed by Customer, shall be deemed to be and shall have the same legal force and effect as an original document.

## CUSTOMER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1 to  
In-building Addendum**

Customer Name: **Insert Customer Name**

Premises Address: **Insert Customer address where equipment will be installed**

***[ITEMS LISTED BELOW MAY VARY WITH PROJECT - This is an example, BUT  
in each instance the equipment being installed must be listed prior to sending to the field]***

**IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES**

**Receiver(s)**

**Repeater(s)**

**Conduit or space for the wire/fiber/cable to connect the receiver(s) and the repeater(s)**

**Wire/fiber/cable**

**Antennas**