



LOCATION DATA SERVICES +

Part I: Rates and Charges.

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Part V: Definitions.

Part I: Rates and Charges.

1. Non-recurring charges (“NRCs”), monthly recurring charges (“MRCs”), transaction fees and optional hourly or other charges specific to the Location Data Service + are described below and in the Contract and or Service Order, as applicable, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.
 - 1.1 **Application Licensing and Setup Fee.** Customers will pay a one-time charge for each Customer Application upon activation. Multiple Applications can be active at any time and new Applications can be added to the Location Data Service + through a change order form.
 - 1.2 **Monthly Service Charge.** A fixed fee will be charged every month for each Customer account.
 - 1.3 **Transaction Fees.** A transaction fee will be charged for each transaction type as set forth in the Contract or Service Order as applicable.
 - 1.4 **Optional Charges.** Hourly or fixed fee services will be charged for optional services as set forth in the Contract or Service Order as applicable.
2. Rates and charges for Location Data Service + that are designated as “fixed” are subject to change if Location Data Service + is subjected to regulation by any government or U.S. State, or if U.S. Federal regulation of Location Data Service + affecting such rates and charges is expanded.

Part II: Service Description and Requirements.

1. **General Description.** Verizon is a reseller of location data service from Verizon vendor LOCAID Technologies, Inc. (“LOC-AID”). Location Data Service + (the “Location Data Service +”) is a location based service where Verizon will provide to Customer the approximate location which may include longitude, latitude address, zip code or position relative to a defined boundary or geo fence (the “Location Information”) of the wireless telephone or other device belonging to individual end users who may be employees or end user customers of Verizon’s Customer (“Subscriber(s)"). Customer may use such Location Information for a variety of value added purposes.
 - 1.1 Customer will provide Verizon the telephone number associated with the device being located under this service.
2. **Additional Features.** In addition to searching for wireless telephone devices, the Location Data Service + will also provide Location Information for Wi-Fi locations, IP addresses, and landline numbers. The additional features available to Customers include the following:
 - 2.1 **Global Cell ID.** Customer provides Verizon with four parameters that are obtained from the Subscriber’s mobile device via an installed application. Verizon will provide Location Information regarding such device.
 - 2.2 **Network Wi-Fi.** Customer provides the IP address and Mac ID of the access point connecting to the Subscriber’s personal computer or wireless device. Verizon will provide Location Information regarding such Wi-Fi access point.
 - 2.3 **Geo IP Location.** Customer provides an IP address of any type of Subscriber access device. Verizon will provide Location Information regarding that IP address.
 - 2.4 **Landline Numbers.** Customer provides the landline telephone number of the Subscriber. Verizon will provide Location Information regarding that landline. Street addresses are not provided.
 - 2.5 **Carrier Identification.** Customer provides telephone number of the Subscriber’s mobile device. Verizon will provide the name of the carrier to which the device is subscribed.

Part III: Terms and Conditions.

1. **Consent.** Customer agrees to obtain affirmative consent from each Subscriber for the access, collection, use, copying, storage and disclosure to third parties of Subscriber’s wireless device telephone number, IP Address, landline telephone number, or other information needed to provide the service or captured by Verizon (“Subscriber Information”). Each Subscriber’s consent must be obtained in a manner such that the consent is effective, valid, compliant with all applicable laws, and specific to the purpose of the software application(s) that depend upon or utilize Location Information delivered by Verizon (“Application”). Customer further agrees that such consent must

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be obtained for each Subscriber before submitting a location query to Verizon for that Subscriber. Customer will ensure that each Subscriber may immediately revoke consent, through easy to use privacy settings or other readily available mechanisms. If consent is withdrawn, Customer's Application may not access, collect, use, copy, store or disclose to third parties Location Information or perform any other actions for which Subscribers consent has been denied or withdrawn. Customer must offer each Subscriber the capability to update its consent on a periodic basis, at least every thirty (30) days. Customer agrees to defend, at its own expense, and indemnify and hold harmless Verizon from and against any claims, suits, damages and expenses asserted against or incurred by Verizon arising out of or relating to Customer's breach of its obligations under this section 3.1.

2. **Applications Using Location Data Service +.** Customer shall advise Verizon of each of its applications that will utilize the Location Data Service + (Customer Applications). Verizon will assign an Identification Number (Class ID) to each Customer Application and Customer must associate each of its queries for Location Information to the proper Class ID relating to the applicable Customer Application.
3. **Service Disclaimer.** Verizon is not responsible for reliability, accuracy, completeness, correctness, usefulness and/or availability of the Location Information or Customer's Application. Customer is responsible for any dealings with Subscriber(s) and its use of Location Information with respect to Customer's Application. Subscriber(s) shall direct all matters relating to Customer's Application and/or Location Information to Customer. Subscriber(s) shall have no direct recourse to Verizon.
4. **Territories.** The Location Data Service + is offered for sale solely in the U.S. to U.S. Customers for use by Subscribers who are subscribed to wireless plans in the U.S.
5. **Compliance with Laws.** Customer will comply, and ensure that users and Subscribers of the Location Data Service + comply, with all applicable laws and regulations including without limitation: (i) local license or permit requirements; (ii) applicable export/re-export requirements, sanctions, import and customs laws and regulations; and (iii) the Foreign Corrupt Practice Act. Further, Customer warrants that it will not conduct business with any Subscriber, entity or individual that is subject to trade sanctions, embargoes, or other restrictions under applicable laws or is involved in an end use prohibited under any laws, including but not limited to chemical or biological weapons proliferation or nuclear or missile technology proliferation. Customer agrees to defend, at its own expense, and indemnify and hold harmless Verizon from and against any claims, suits, damages and expenses asserted against or incurred by Verizon arising out of or relating to Customer's breach of its obligations under this section 5.
6. **Customer Obligations.**
 - 6.1 **Restrictions.** Customer shall not and shall not permit any third party to (a) sell, resell, rent or lease the Location Data Service + (including a SaaS (software as a service) offering); (b) use the Location Data Service + to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Location Data Service + to store or transmit any viruses, trojan horses, backdoors or similar types of code designed to disrupt or interrupt the Location Data Service + or use of or access to the Location Data Service +, (d) pretend or represent someone else, or impersonate any other person; (e) use the API or Location Data Service + for any illegal purpose, for soliciting the performance of any illegal activity, or as otherwise prohibited by these Terms or applicable laws, rules or regulations, including, without limitation, laws applicable to the export of software and data; or (f) access or use the API or Location Data Service + for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
 - 6.2 **Privacy Compliance.** Customer agrees at all times to comply with the privacy policies and content standards of the Wireless Service Providers from which Customer requests subscriber location data and the CTIA Best Practices and Guidelines for Location-Based Services. The current locations for Wireless Service Providers and CTIA guidelines are listed below.
 - AT&T: <http://www.att.com/privacy>
 - Cricket: <http://www.mycricket.com/support/privacy-policy>
 - Sprint: <http://www.sprint.com/privacy>
 - T-Mobile: <http://www.t-mobile.com/privacy>
 - US Cellular: <http://www.uscellular.com/privacy>
 - Verizon Wireless: <http://www.verizon.com/privacy>
 - Bell Mobility: <http://bell.ca/privacy>
 - Rogers: <http://www.rogers.com/privacy>
 - TELUS: <http://www.telus.com/privacy>
 - CTIA: http://www.ctia.org/business_resources/wic/index.cfm/AID/11300
 - MMA: <http://www.mmaglobal.com/bestpractices.pdf>
 - 6.3 **Privacy Notifications.** Customer agrees to maintain a clear, comprehensive and easily accessible privacy policy for Subscribers. Customer must also monitor the use of its Customer Applications for any activity that violates the laws, policies and guidelines set forth in Section 6.1 and 6.2 above, including any fraudulent, inappropriate or potentially harmful behavior, and promptly restrict any offending Subscribers from further use of the Customer Application. Customer must also provide a resource for users to report abuse of the Customer Application or violation of its privacy policy. If it is determined that the Customer is

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not complying with or enforcing the privacy compliance standards as set forth above in subsections 6.1 and 6.2 Customer access to the Location Data Service + may be immediately terminated by Verizon without any liability.

- 6.4 **Record Retention.** Customer agrees to maintain records of any notice, consent and revocation for as long as the Customer Application is in use, plus an additional five (5) years. Customer shall provide this information upon request within seven (7) Business Days of the request.
- 6.5 **Specified Use.** Customer agrees to only use a Class ID provided for the specific Customer Application approved for that Class ID, and to request a new Class ID for each new Application that will utilize the Location Data Service +.
- 6.6 **Adherence to Content Standards.** Customer represents and warrants that Customer Applications do not: (a) facilitate or promote illegal activity, or contain content that is illegal; (b) contain content that is defamatory, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability; (c) contain sexually suggestive or explicit content; (d) infringe upon or violate any right of any third party; or (e) disparage, defame, or discredit any wireless service provider or their affiliates, or contain content that is derogatory, detrimental, or reflects unfavorably on the name or business reputation of any Wireless Service Provider of their affiliates. Subsections (a) through (e) above are collectively referred to as the "Content Standards."

Part IV: Service Level Agreement.

1. **Service Level Agreement.** The Service Level Agreement ("SLA") for Location Data Service + is provided by LOC-AID and set forth below. This SLA represents the Customer's sole remedies for any claim relating to Location Data Service +, including any failure to meet the conditions set forth in these SLAs and in the Guide.
 - 1.1 This SLA sets forth the availability, incident management, and maintenance procedures that Verizon through its vendor, LOC-AID provides in the delivery of Location Data Service +.
 - 1.2 The scope of responsibility under this SLA is limited to all the hardware, software and transmission facilities that are deployed and maintained by LOC-AID and that are used by LOC-AID or third parties to transmit or receive location data. The point of demarcation of the LOC-AID system is the termination point of internet circuits at LOC-AID facility by the internet carriers.
 - 1.3 Neither Verizon nor its vendor, LOC-AID provides any SLAs or other performance guarantees around the availability of wireless carrier partners' infrastructure. Verizon through its vendor, LOC-AID will provide advance notice of known wireless carrier outages to Customers when LOC-AID has received such notice.
2. **Service Description and Service Availability.**
 - 2.1 **Service Description.** There are two primary elements to the services provided to Customer.
 - **Web Portal:** Location based service development toolkit and deployment portal (provisioning, tutorials, guides, etc.).
 - **Aggregation Platform:** Location Data Service + that enable the user to easily integrate wireless location with other content and services.
 - 2.2 **Service Availability.** LOC-AID's aggregation platform, including the two elements above, is available 99.9% or more of each month, excluding scheduled maintenance and wireless carrier outages. Scheduled maintenance is described in Section 4.
3. **Incident Management.**
 - 3.1 **Response Time Definitions.**
 - 3.1.1 **Response Time:** The elapsed time between when LOC-AID Customer Support receives notification of an incident and first responds to the Customer.
 - 3.1.2 **Restore Time:** The elapsed time between when LOC-AID Customer Support receives notification of an incident and resolves the situation to allow Customer operations to continue.
 - 3.1.3 **Resolve Time:** The elapsed time between when LOC-AID Customer Support receives notification of an incident and the incident is permanently fixed.

All response, restore, and resolve times are actual clock times unless otherwise qualified as business hours or Business Day.
 - 3.2 **Incident Levels.**

INCIDENT LEVEL	DEFINITION AND IMPACT	COMMUNICATION METHOD	RESPONSE TIME GUIDELINE
Severity 1	Critical priority support situation assigned when some or all of the following conditions occur: <ul style="list-style-type: none"> • Complete service outage 	E-mail, Phone. (24x7x365)	Response Time: <ul style="list-style-type: none"> • Acknowledgement of the issue within 30 minutes. Restore Time:

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	<ul style="list-style-type: none"> • Outage that impacts ability to connect to multiple wireless carriers at the same time. • 50% transaction failure rate in 15 minutes due to LOC-AID's Platform. 		<ul style="list-style-type: none"> • Fix or workaround within 2 hours and/or an estimated time to resolve. <p>Resolve Time:</p> <ul style="list-style-type: none"> • Permanent Fix through a strategic plan execution within 5 days. • Patch or minor release less than 30 days.
Severity 2	<p>Major priority support situation assigned when some or all of the following conditions occur:</p> <ul style="list-style-type: none"> • Some functions or features are not available. • 25% transaction failure rate in 15 minutes due to LOC-AID's Platform. 	E-mail, Phone. (24x7x365)	<p>Response Time:</p> <ul style="list-style-type: none"> • Acknowledgement of the issue within 60 minutes. <p>Restore Time:</p> <ul style="list-style-type: none"> • Fix or workaround within 4 hours and/or an estimated time to resolve. <p>Resolve Time:</p> <ul style="list-style-type: none"> • Patch or minor release less than 45 days.
Severity 3	<p>Minor classification is used for different standard situations such as:</p> <ul style="list-style-type: none"> • Recent modifications cause service to operate in a way that is materially different from those described in the product definition for non-essential features. • The loss of services may restrict function and have some operational impact; however the situation is not critical. 	E-mail, Phone. (24x7x365)	<p>Response Time:</p> <ul style="list-style-type: none"> • Acknowledgement of the issue within 60 minutes during normal business hours (Monday – Friday 9:00am to 9:00pm Eastern Time). <p>Restore Time:</p> <ul style="list-style-type: none"> • Fix or workaround within 1 Business Day and/or an estimated time to resolve. <p>Resolve Time:</p> <ul style="list-style-type: none"> • Emergency Patch or minor release less than 3 months.

3.3 Incident Response Procedures.

3.3.1 **Incidents Detected by LOC-AID.** When LOC-AID detects an incident that impacts a Customer and falls into one of the categories in *section 3.2* LOC-AID will:

- Create a trouble ticket within the LOC-AID Support System that documents the complete description of the incident and categorizes it by the Incident Level described in *section 3.2*.
- Notify the Customer in accordance with the response rules defined in *section 3.2* using the Customer-requested communication method.
- Update the documentation of the trouble ticket as the incident is worked toward resolution.
- Upon resolution the trouble ticket will be closed and the Customer will be notified.

3.3.2 **Incidents Detected by Client.** When a Customer detects an incident the following process should be followed:

- The Customer should contact LOC-AID by e-mail or the dedicated Customer service hotline.
- Once notified, LOC-AID will act in accordance with the response rules defined in *section 3.2* using the Customer-requested communication method.
- LOC-AID will create and update the trouble ticket documentation as the incident is worked toward resolution.
- Upon resolution the trouble ticket will be closed and the Customer will be notified.

3.3.3 **Contact Information.**

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Function	Hours of Operation	Role	Contact Info	Email
Customer Support Vishy Ganti	9:00 am – 9:00 pm	Submit questions/Report minor issues	972-689-6816	visweswararao.ganti@one.verizon.com
Chandan Sharma	9:00 am – 9:00 pm	Escalation for unresolved issues	206-777-2325	chandan.sharma@one.verizon.com
Incident Reporting	24 x 7 x 365	Report Outages and Incidents	1-877-LOCAID1 x 2 (1-877-562-2431)	troubleticket@loc-aid.com

4. Maintenance.

- 4.1 **Scheduled Maintenance and Scheduled Downtime.** Scheduled maintenance will not exceed 300 minutes per month in total for each service. LOC-AID will notify Customers by email no less than two (2) Business Days before a scheduled maintenance event.
- 4.2 **Maintenance Window.** LOC-AID will only perform scheduled maintenance between 2:00 a.m. and 6:00 a.m. Eastern Time. In most cases this maintenance is performed Tuesday through Thursday, but in some instances due to carrier schedules or other constraints maintenance may be performed on other days.
- 4.3 **Emergency Maintenance.** If the LOC-AID platform requires emergency maintenance, LOC-AID will notify Customers within two hours. If the outage persists longer than two hours, LOC-AID will send out periodic notifications every two hours until the issue is resolved, when LOC-AID will send out an incident closure notice.

5. Appendix: Service Protocols, Scalability, Security.

SERVICE PROTOCOLS	SOAP HTTP HTTPS TCP UDP IP
SCALABILITY & AVAILABILITY METHODOLOGY	Clustering, Data Replication and Load Balancing (For Database System). Load Balancing (For Application Server and Web Services).
SECURITY	Virtual LAN (For Internal Service separation). NAT-Based Rules (For external access over Internet). Port-Based MAC filtering (on Switches) Stateful Inspection Firewall. SSL on Web Services. VPN (For B2B connections over Internet) when required.

Part V: Definitions.

1. The following definitions apply to Location Data Service +, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm:
- 1.1 **“API”** means the programmatic web API, proprietary location code and associated tools and documentation that allow the Customer to enable Customer Application to electronically retrieve Location Information through the Location Data Service +. For the avoidance of doubt, the definition of API shall not include third party products.
- 1.2 **“Application”** means a Customer’s software application that utilizes Location Information delivered by Verizon through the use of the Location Data Service +, which will be assigned a unique identifier by Verizon. Each Application must be attached to a specific opt-in program with an associated set of opted-in mobile device numbers or device identifiers.
- 1.3 **“Class ID”** means a unique identifier assigned to an Application. A Class ID also identifies that an Application has been approved for use by an applicable Wireless Service Provider.
- 1.4 **“Wireless Service Provider”** means a U.S. wireless service provider which has agreed to provide Location Information in connection with the Location Data Service +.