Mercedes-Benz mbrace Terms of Service
Effective as of June 11, 2018

Congratulations on purchasing or leasing a Mercedes-Benz vehicle (your "**Vehicle**"). Your Vehicle contains equipment ("**Equipment**") that is capable of receiving the "mbrace" personal assistance and safety services (collectively, the "**Service**") described on the mbrace website at mbusa.com/mercedes/mbrace (the "**mbrace Web site**") based on the service plan you have selected or that is otherwise included with your Vehicle (the "**Service Plan**"). The Service is provided to you, the Vehicle owner or lessee ("**you**" or "**your**") by Verizon Connect Inc. ("**we**," "**us**, "**our**" or "**Verizon Connect**") through our operations center and other facilities operated by our Service Partners (as defined in Section 4 below). The Service is described in these Terms of Service and in greater detail on the mbrace Web site which contains information about each specific Service Plan. To (1) find out more about your Service Plan, (2) register for the Service, (3) modify your Service Plan, (4) manage your account, (5) make payments, and (6) learn more about the Service, you may visit the mbrace Web site or call 1-866-990-9007 (all features may not be available on the Web site or via phone)

Mercedes-Benz USA, LLC and its parent, subsidiaries and affiliates, including, without limitation, Daimler AG, Daimler Trust, Mercedes-Benz Financial Services USA LLC. (collectively referred to herein as the "**Mercedes-Benz Companies**") are hereby deemed and shall be considered third-party beneficiaries under these Terms of Service. These Terms of Service do not give you any rights against any Mercedes-Benz Company. However, as intended third party beneficiaries hereunder, the protections set forth in these Term of Service, including without limitation, the disclaimers of warranties and limitations of liability set forth in these Term of Service, shall extend to the Mercedes-Benz Companies.

YOU AGREE TO THESE TERMS OF SERVICE BY: (i) USING OR AUTHORIZING SOMEONE TO USE YOUR VEHICLE AND MBRACE SERVICE; (ii) AGREEING IN WRITING, BY EMAIL, ONLINE, OVER THE PHONE, OR IN PERSON; or (iii) OTHERWISE ENROLLING IN OR ACTIVATING THE SERVICE. When you agree, you are representing that you are at least 18 years old and legally able to accept an agreement.

1. Binding Agreement

Your Service Plan, including, without limitation, the pricing and other terms contained in your Service Plan, and any other documents provided that say they are a part of or incorporated into these Terms of Service or into your Service Plan, are part of these Terms of Service. We reserve the right to change these Terms of Service, including pricing or service offerings, from time to time, in which case, where required, we will notify you of, or solicit your consent to, such changes. Check the mbrace Web site for the most up-to-date pricing, product and service details and Terms of Service. By continuing to use the Service after we have changed the Terms of Service, you agree to accept the Terms of Service for yourself and any additional authorized users.

You are responsible for not only your own compliance with these Terms of Service, but also for the compliance of all occupants of your Vehicle and users of your Service account, whether or not authorized by you. In addition to the Service features in your Service Plan, your Vehicle, as manufactured, may include certain features at no cost to you, which will (and you hereby acknowledge, agree, and consent that such features will) provide data regarding your Vehicle, your Vehicle's location, and your Vehicle's performance and feature utilization to us, as well as to any Mercedes-Benz Company to enable such Mercedes-Benz Company to, among other things, improve their products and services (such services, the "**Access Services**"). You may terminate the Access Services at any time by calling us at 1-866-990-9007. However, please note that if you terminate the Access Services, **then you will not be able to receive any other mbrace Services**. Except where otherwise expressly specified in these Terms of Service (i.e., where different terms apply to the Access Services), the Access Services shall be considered part of the "Service" for all purposes hereunder.

Any use of the Service and/or the mbrace Web site and mobile app is subject to these Terms of Service (to the extent applicable), as well as the Privacy Policy posted on the mbrace Web site.

The initial term of your Service Plan (or any limited trial period) shall commence on the date that you purchased or leased your Vehicle, unless otherwise identified in your Service Plan, and shall continue for such period as is set forth in your Service Plan. The duration of any limited trial may change from time to time.

Unless your Service Plan is included in the price of your vehicle or you are enrolled in a variable term, after the initial term of your Service Plan, your Service Plan will automatically renew for the same amount of time as its initial term, and the method of payment we have on file for you (e.g., credit, charge or debit card account number) will be charged, unless you or we cancel or terminate your Service in accordance with the terms herein. By continuing to use the Service, you affirmatively consent to such automatic renewal and payment.

IF YOU ARE ENROLLED IN A LIMITED FREE TRIAL OF THE SERVICE, YOU MAY TERMINATE YOUR SERVICE PLAN BEFORE YOU ARE CHARGED FOR AN INITIAL PAID TERM OF SERVICE. YOU ARE NOT REQUIRED TO ENROLL IN A PAID SERVICE PLAN, BUT IF YOU DO NOT CONTACT US AT 1-866-990-9007 to TERMINATE YOUR SERVICE, YOU WILL AUTOMATICALLY BE ENROLLED IN A SERVICE PLAN, AND THE METHOD OF PAYMENT WE HAVE ON FILE FOR YOU WILL BE AUTOMATICALLY CHARGED FOR THAT SERVICE.

Unless otherwise permitted (or required) by law, rule or regulation, we will provide you with thirty (30) days' notice prior to such automatic renewal to permit you to terminate your Service and not renew. To the extent a different period is required by law, rule or regulation, we will provide you with notice within such period.

2. Registering with Us

Your Vehicle dealer, with your permission, may register you for the Service on your behalf. If they have not, you may register with us directly by phone, or, if and when available, through the mbrace Web site. Except as otherwise provided herein, until you register with us, certain features, such as remote door unlock or stolen vehicle location, may not be available and your Equipment may not otherwise function appropriately or at all. We will need certain satisfactory identification information from you before we can complete your registration and provide you with the Service.

3. Costs of the Service

i. Service Rates

Your Vehicle purchase or lease may have included one or more limited trial(s) for specified Service Plans. The terms of any such limited trial(s) are set forth on the mbrace Web site. In addition, your Service Plan describes the Service features that we will provide to you, the applicable charges for such Service features, and any optional features that may be available to you (and the prices therefor) (the "Service Rates").

You can also get the latest information regarding the Service we offer and the Service Rates applicable thereto in an informational brochure from us (which may also be available from your Vehicle dealer) by calling us at 1-866-990-9007, or from the mbrace Web site. All Service Rates are subject to change without prior notice, subject to your termination rights set forth in Section 11(ii). Continued use of the Service indicates your acceptance to such changed Service rates. Furthermore, any Service upgrades, enhancements, or updates that you request and that we may, in our sole discretion, provide to you upon such request, may be subject to additional fees or charges for which you shall be fully responsible.

Our ability to provide the Service and maintain its quality may be impaired if customers repeatedly place illegitimate emergency, roadside assistance, remote start or remote vehicle door unlock calls, or place or initiate an abnormally high volume of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually high frequency or long duration. Such atypical, illegitimate, or

excessive usage ("**Inappropriate Use**") indicates to us that the Service is being used in violation of these Terms of Service. If we identify that your account is engaged in Inappropriate Use, we will contact you to confirm that you intended to engage in the Inappropriate Use, and that such Inappropriate Use is not resulting from fraud or other problems that are not a result of your conduct. We reserve the right to, in our sole discretion, charge you additional usage charges for such Inappropriate Use, or terminate your account. You hereby agree and consent that we may terminate your account if you intentionally engage in Inappropriate Use, and that you maintain sole and full responsibility and liability for any charges incurred against your account as a result of intentional Inappropriate Use, which will be included in your invoices and payable by you in accordance herewith.

ii. Taxes and Surcharges

Service Rates do not include certain taxes and surcharges that may apply to the Service. To the extent applicable, as determined by us in our sole discretion, in addition to Service Rates, we may charge state and local sales taxes and state and local 911 or other emergency service fees. Charges may also include a cost recovery surcharge for collection of delinquent accounts. The amount of these surcharges may vary from time to time and by area, subject to your termination rights set forth in Section 11(ii). We may not provide advance notice of changes to these taxes and surcharges. Surcharges are typically assessed to help defray our costs (or the costs of our wireless service providers) incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers. In addition to all applicable Service Rates, you agree to pay all taxes and surcharges charged to you by us. The applicable taxes and surcharges will be added to your bill.

iii.) Payment Methods and Your Payment Responsibilities

You are responsible for paying all amounts due on time and in full. All charges (including but not limited to all Service Rates, Inappropriate Use Charges, taxes and surcharges) shall be paid in advance of the initial term (if applicable) and any renewal term.

If you fail to timely deliver a cancellation or termination notice before the end of the then-current initial term or renewal term, then the Service will continue automatically and you will be enrolled in and charged for the next full term, as set forth in your Service Plan, provided, however, that, unless otherwise permitted (or required) by law, rule or regulation, we will provide you with thirty (30) days' notice prior to such automatic renewal to provide you time to decline renewal of your contract and terminate your Service. To the extent a different period is required by law, rule or regulation, we will provide you with notice within such period.

Absent a termination of your Service, if you have a valid and current method of payment on file with us ("Payment Method"), we will re-enroll you and automatically charge you in advance for the next term of Service at the end of your then-current term of Service. If your Payment Method has changed at the time your then-current term ends, you must arrange for payment to us or else we may discontinue the Service. We reserve the right to terminate or suspend the Service (in whole or in part) if your credit, charge or debit card provider refuses a charge from us or if your Payment Method has otherwise expired. Notwithstanding such termination, you are still responsible for any charges due at the time of such suspension or termination.

YOU HEREBY EXPRESSLY CONSENT AND AUTHORIZE US TO CHARGE YOUR SERVICE RATES FOR ALL SERVICES, PLUS APPLICABLE TAXES AND ANY OTHER CHARGES YOU HAVE INCURRED, ON A MONTHLY OR ANNUAL BASIS TO THE PAYMENT METHOD YOU HAVE PROVIDED, UNLESS YOU OR WE CANCEL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

You hereby expressly consent and authorize us to:
(1) verify, either ourselves or through third parties, your credit, charge or debit card information;
(2) receive updated account information from the financial institution issuing your credit, charge or debit card; and (3) charge all amounts for which you are responsible to the credit, charge or debit card account number you have provided.

You are also responsible for paying directly to all third parties, including but not limited to emergency service providers, all charges for services furnished by them to you that are not expressly covered by your Service Plan.

iv. Disputed Charges

If you think that there has been an error in any charge billed by or through us, you must notify us within sixty (60) days, or such longer period as required by law, after the charge is posted to your account to request an adjustment. If you do not contact us about the disputed charge within this time period, you hereby agree that you have waived your right to dispute the charge and must pay all amounts due in full.

v. Our Refund/Credit Policy

All prepaid charges (including, without limitation, any applicable Service Rates) are non-refundable except as otherwise expressly set forth in these Terms of Service.

We may in our sole discretion give a credit (the amount of which is determined by us in our sole discretion) for any continuous Service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, as determined by us in our sole discretion, and if you notify us within seven (7) days of the continuous interruption. Any such credit shall constitute your sole and exclusive remedy for such failures, and you hereby waive and release us and our Service Partners from any further liability to you in connection therewith.

4. Our Service Partners

We work with many different companies, individuals, and government entities to provide you with the Service. These service partners include, for example and without limitation, telecommunications providers, wireless service providers, public safety operators, emergency personnel, towing companies, vehicle manufacturers, vehicle distributors and vehicle dealers, equipment and software manufacturers, distributors, licensors, content providers, and any other person or entity who provides any service, equipment, content, feature or facilities in connection with the Service. These parties are collectively referred to in these Terms of Service as our "**Service Partners**." In some cases, one or more of the Mercedes-Benz Companies may be a Service Partner. In the event any of our Service Partners impose additional terms and conditions on the services they provide, such terms and conditions shall be conveyed to you by our Service Partners and are hereby deemed part of these Terms of Service. Certain other terms and conditions concerning individual services can be accessed at http://comand-online-tos.mercedes-benz.com. If you are purchasing broadband Internet access service as part of a mbrace Entertain package, please review the disclosures found at http://www.verizon.com/terms.

5. Limitations of the Service

i. Our Coverage Area

The Service (or a portion thereof) may not be available in all areas and may only be available if your Vehicle is in a geographic area covered by the service network footprint (and within operating range) of one of our wireless Service Partners. Service is currently only available in the continental United States (including the District of Columbia), Alaska, Hawaii and Puerto Rico, with some roaming abilities for certain services also available in Canada, depending on the equipment in your vehicle. The Service generally works using wireless communication networks of our wireless Service

Partners and the Global Positioning System ("GPS") satellite network. The Equipment receives GPS signals and communicates with our response centers and those of our Service Partners (including, without limitation, Mercedes-Benz USA, LLC's Customer Assistance Center) through use of wireless and landline communications networks. The location of your Vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Service that we can provide to you. If you use the software application on your mobile device to access the Service, the Service may determine your

physical location using the GPS coordinates of your mobile device instead of using the GPS coordinates associated with the location of your vehicle to determine your physical location.

ii) Force Majeure Events

Various conditions beyond our control may prevent or delay us or our Service Partners from providing Service to you, or impair the quality of Service you or your Vehicle may receive. These conditions include, for example and without limitation, atmospheric, geographic, or topographic conditions (such as buildings, hills or tunnels), damage to or failure to maintain your Vehicle or the Equipment in good working order and in compliance with these Terms of Service or government regulations, failure, congestion or outages of utility or wireless networks (including interruption of service), war, acts of God, natural disaster, inclement weather, labor strikes or other acts, forces, or causes beyond our and our Service Partners' control. In the event of any of the foregoing, we may, in our discretion, suspend or terminate the Service (in whole or in part) or terminate your Service Plan, without notice to you and without any liability. Further, we and our Service Partners are not responsible for any Service or Equipment failures, interruptions, delays or impairments due to these causes, and you are not eligible for any Service or Service Rate credit or refund (whole or partial) therefore (except to the extent set forth in Section 3(v)).

In the event of any regulatory, governmental, or other legally-compelled changes, or discontinuation or change of necessary telecommunications systems and services (e.g., if our wireless carrier terminates or restricts wireless services of the type used by your Vehicle's Equipment), you are solely responsible for replacing, as well as the cost of replacing, any Equipment that is necessitated as a result of such change or discontinuation, except that if such change occurs during your Vehicle's base warranty period, you will still be responsible for the cost of such replacement, but we or the Mercedes-Benz Companies will be responsible for obtaining and providing you with the necessary replacement materials (if applicable).

iii. Disclaimer of Warranties

NEITHER WE NOR OUR SERVICE PARTNERS WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR AT OR TO ANY SPECIFIC GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR, PARTICULARLY IN REMOTE OR ENCLOSED AREAS.

The location of your Vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Service. The Service generally works using wireless communication networks from our wireless affiliates and Service Partners and the Global Positioning System ("GPS") satellite network. The Service cannot work unless your Vehicle is in a place where our wireless affiliates or their roaming partners have coverage, network capacity, and reception when the service is needed. The aspects of the Service that involve location information about your Vehicle also cannot work unless GPS satellite signals are unobstructed, available in that location, and compatible with the System.

NEITHER WE NOR ANY OF OUR SERVICE PARTNERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT (1) THE EQUIPMENT OR ANY OTHER HARDWARE OR SOFTWARE USED WITH THE SERVICE, (2) THE SERVICE, OR (3) ANY DATA OR INFORMATION OR OTHER SERVICES PROVIDED THROUGH THE SERVICE.

THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS OF SERVICE. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

The only warranties applicable to the Equipment in your Vehicle are those extended as part of your purchase or lease of your Vehicle ("Vehicle Warranty"). Such warranty does not cover the Service, in whole or in part. This Vehicle Warranty is not from us or binding on us, and you must contact the Vehicle maker or dealer directly for any questions regarding it.

Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you. Other than as set forth elsewhere in this Agreement, we both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers or Service Partners, to the extent we would be required to indemnify the supplier for the claim. You agree we are not responsible for problems caused by you or others, or by any act of God.

iv. The Equipment

The Service will only be provided if your Vehicle is equipped with compatible Equipment in good working order. Additionally, your Vehicle must have a working electrical system, including adequate battery power, in order for the Equipment and Service to operate and function appropriately. The Service may not work if you attempt to modify the Equipment or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is not compatible with the Equipment or Service.

Receipt of the Service may vary in different Vehicles depending on the electrical systems of the Vehicle and the version of Equipment or software in the Vehicle. For instance, you may need to adjust the volume of your radio to hear the audio portions of the Service. We use software in connection with the Service. As between you and us, we, or our applicable Service Partners, own all such software and you do not acquire any rights in such software, including any right to use or modify the software, other than in the ordinary course of your receipt and use of the Service hereunder.

We may update the software contained in your Vehicle's systems or the Equipment from time to time. By enrolling in the Service, you consent to our performing such updates remotely without notifying you first. Your Vehicle's systems and the Equipment also may contain or utilize software that a Mercedes-Benz Company and/or our Service Partners may need to update or change from time to time. You also consent to our assisting a Mercedes-Benz Company and/or our Service Partners to remotely make such updates or changes that they request without advance notice.

Software updates may affect or erase data that you have previously stored on the Equipment in your Vehicle (for example, specific route or destination information). We assume no responsibility for any lost or erased (or otherwise affected) data, and you are solely responsible for the data that you may have downloaded, uploaded, transmitted, or otherwise stored from, to, on or through the Equipment or Service.

v. Certain Other Limitations of the Service, including Emergency Services and Our Need for Your Cooperation

Our customer service representatives will use commercially reasonable efforts to unlock your Vehicle doors remotely in the event you are locked out of your Vehicle. However, for your safety, you will need to call us and provide satisfactory identification before we will attempt to do so. You hereby agree and consent that we may provide assistance to anyone who provides us with your Personal Identification Number (assigned to you upon the initiation of your Service Plan) or other satisfactory identification of your account information, and that we have no responsibility or liability for anything that may arise from our provision of assistance to any such individual who is not, in fact, authorized by you to use your Personal Identification Number or account. If we are unable to unlock your doors remotely, we may at your request and expense contact roadside assistance or emergency service providers to help you, if your Vehicle or Service Plan does not otherwise include such Service.

Our (or our Service Partners', as applicable) customer service representatives will use reasonable efforts to contact appropriate emergency personnel, such as police, fire department, or emergency responders, for assistance when you request it or when the Equipment in your Vehicle signals for it, **but neither we nor our Service Partners promise, nor can we or our Service Partners guarantee, that any such service providers will respond in a timely manner or at all.**

If the Equipment detects an airbag deployment, the Equipment is designed to connect to our emergency assistance team. PLEASE NOTE THAT NOT ALL COLLISIONS WILL BE DETECTED BY THE EQUIPMENT. We will assume an emergency exists if our or our Service Partners' call center(s) receive(s) a crash notification signal from your Vehicle. If applicable laws require an emergency to be confirmed before emergency personnel provide service, we will not contact emergency personnel in these areas until we hear your request for assistance or otherwise confirm that an emergency exists.

YOU EXPRESSLY RELEASE US AND OUR SERVICE PARTNERS FROM ALL LIABILITIES AND LOSSES (INCLUDING PHYSICAL INJURY AND DEATH) THAT YOU OR OTHERS MAY SUFFER IN AN EMERGENCY SITUATION.

Voice recognition software may be used in connection with the Service. This software may recognize many voices, accents, speech patterns and words, but neither we nor our Service Partners guarantee that such software will recognize all, or that it will work with, your voice or speech patterns some or all of the time.

Further, neither we nor our Service Partners guarantee that the route and direction data provided to you through the Service, whether provided to you by us directly, or through one of our Service Partners, is accurate or complete in any instance. Such data may not include, for example, complete, relevant or accurate (or any) information about one-way roads, turn restrictions, construction projects, seasonal or temporary roads or reflect new information on changes to such roads, restrictions or projects. Also, for example, it may suggest using a road that is now closed for construction or a turn that is now prohibited by signs at the intersection.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICE IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER USER OR OCCUPANT OF YOUR VEHICLE) EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC RULES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS WHEN OPERATING YOUR VEHICLE, ACCESSING AND/OR USING THE EQUIPMENT AND SERVICE, PERMITTING OTHERS TO USE YOUR VEHICLE, AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICE FEATURES IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES. ANY ADVICE OR OTHER INFORMATION PROVIDED ABOUT YOU OR YOUR VEHICLE VIA THE SERVICE IS INFORMATIONAL ONLY AND IS NOT INTENDED TO REPLACE ACTUAL IN-PERSON ADVICE OR INFORMATION.

6. Additional Limitations and Prohibitions on Your Use of the Equipment, Service and Website
You agree not to use the Equipment, the Service, any other service we may offer, or the mbrace Web site or mobile app, in any way that is illegal, fraudulent, or abusive, including to harass, threaten, abuse, defame, or slander any individual or entity.

You agree that you shall use our emergency and roadside Service only for actual emergencies and legitimate roadside assistance and remote vehicle door unlock needs.

You may not use the Service in a manner that interferes with any other customers' use of our Service or our provision of our Service to our other customers. You agree you will not abuse or do anything to damage our or any of our Service Partners' respective business, operations, services, reputation, employees, equipment, property, or facilities. You further agree that you will not harass, threaten, or use vulgar and/or inappropriate language towards any customer service representatives. You acknowledge that we have the right to terminate your service if you exhibit such inappropriate behavior.

We and our Service Partners provide the Service, including the messages, data, information, content, and/or other material provided as part of the Service, for your non-commercial use only, and not for re-sale. Certain information you receive through the Service is the property of us or our Service Partners (or other third parties), and it may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (or permit or cause any other party to) sell or resell or otherwise

use it for commercial purposes, nor may you reproduce, copy, modify, make derivative works from, or otherwise display or distribute it. These uses are expressly prohibited by these Terms of Service.

7. Lost or Stolen Vehicles; Sale of Vehicle or Termination of Lease; Location of Vehicles

In the unfortunate event that your Vehicle is stolen or may be involved in an unlawful act, we and/or our Service Partners can try to help law enforcement agencies locate it, to the extent we are able to determine its location, after you provide us with satisfactory identification and we have confirmed that the police consider the Vehicle stolen or potentially involved in an unlawful act (i.e., a police report). **PLEASE NOTE THAT WE REQUIRE A SUBSCRIPTION TO THE MBRACE SECURE SERVICE IN ORDER TO ASSIST LAW ENFORCEMENT WITH TRACKING A STOLEN VEHICLE.**

Except as otherwise set forth herein, we generally only provide location information about such vehicles directly to law enforcement. However, in cases of crises or emergencies, we may, in our **sole** discretion, elect to provide you with information about the general area of your Vehicle without law enforcement involvement. If you do not provide us with the information that we request, we may refuse to help locate your Vehicle.

Neither we nor our Service Partners have any obligation to continue our attempts to locate your Vehicle after thirty (30) days from the time you first report it stolen or lost to us, and neither we nor our Service Partners can guarantee that we will be successful in finding your Vehicle. Neither we nor our Service Partners are required to try to find your Vehicle outside of a Vehicle theft scenario, i.e., for the purpose of locating any individual.

In the event your Vehicle is recovered, the Service will not be intentionally terminated without express instructions from you to terminate the Service. Upon our receipt of such an instruction, the Service will be terminated and you will be issued a refund equal to the value of any whole months remaining on your Service Plan that you have paid in advance (not including any payment that was included in the purchase or lease price of your Vehicle). To the extent that the Service provides the ability to locate your Vehicle, such as a mobile application enabling you to locate your Vehicle, such an application should **never** be used by you to locate a stolen vehicle. Such investigations are for law enforcement to conduct.

IT IS YOUR RESPONSIBILITY TO NOTIFY US if you sell your Vehicle or end its lease. If you sell or transfer your Vehicle or terminate your lease and fail to notify us, you will remain responsible for all charges for any Service incurred in connection with such Vehicle.

It is your responsibility to clear all data and content (including any personal information) that you may have stored on your system before you sell or transfer your Vehicle. We may communicate with you about the Service by providing you with messages through the Equipment in your Vehicle. If you fail to notify us of a sale or transfer of your Vehicle or termination of your lease, we may continue to send messages or other information about the Vehicle or your account to the billing or email address currently on file with us. We are not responsible for any privacy related damages you may suffer as a result.

The Equipment in your Vehicle (as well as the Service, including, for the avoidance of doubt, the Access Services) may provide us and our Service Partners (including, without limitation, the Mercedes-Benz Companies) with the capability of recording, storing, and transmitting certain Vehicle data, information and two-way communications (which may include, for example, Vehicle location information, as well as other types of Vehicle and Subscriber Data, as defined below).

You expressly consent to, and hereby provide a release allowing, our and our Service Partners' (including, without limitation, the Mercedes-Benz Companies') access, interception, retrieval, use and disclosure of such information, data or communications obtained through the Equipment or Service for purposes of facilitating the location and/or repossession of your Vehicle, in the event of a breach by you of your lease agreement, retail installment contract or other Vehicle finance agreement, or for other lawful purposes or reasons. You further agree and expressly consent that in conjunction with our and our Service Partners' (including, without limitation, the Mercedes-Benz Companies') efforts to locate your

Vehicle, we and they may create an electronic or other record of information, data or communications obtained through the Equipment and/or the Service as described herein. Without limitation of the generality of the foregoing, you also consent for us to, and provide a release allowing us to, disclose the above-referenced information to the Mercedes-Benz Companies and for them in turn to disclose such information to their third party repossession vendor(s) for purposes of lawful vehicle repossession.

8. Your Responsibilities for Insuring and Maintaining Your Vehicle and for Other Important Matters

The Service is provided to you as a convenience. However, the Service is not a substitute for insurance. Neither we nor our Service Partners are an insurance company, nor should you consider the Service as insurance or rely on it to limit the potential for loss, theft, or damage to your Vehicle or property. The payments you make for the Service bear no relation to your Vehicle's value or that of any property you may keep in it, or the cost of any injury to or damages suffered by you. You agree that you bear sole responsibility for obtaining and maintaining appropriate and lawful insurance covering personal injury, loss of property, and other risks covering yourself, those who operate your Vehicle, your passengers and anyone else claiming any damages, and hereby release us from any such responsibility, or associated liability. You acknowledge and agree that no insurance company or insurer will be entitled to any right of subrogation against us or our Service Partners.

It is your responsibility to maintain your Vehicle and its systems (including the Equipment) in good working order and in compliance with these Terms of Service and all applicable laws. You can always press the i-button in your Vehicle to confirm that it is active.

9. Your Responsibilities for Those Who Use Your Vehicle or Your Personal Identification Number

Without limitation of anything set forth herein, you are solely responsible for those who use the Service in your Vehicle or use your Personal Identification Number, including to request services or to change, modify or terminate your account or the Service, even if you later claim the use was not authorized. You will be responsible for any damages or other amounts owed by us or any of our Service Partners as a result of such use.

Neither we nor any Service Partner has any obligation to inquire about the authority of anyone using your Vehicle or Personal Identification Number or other information that can be used to identify your account to request the Service for your Vehicle. You are responsible for keeping your Personal Identification Number and any passwords you use to access the Service in a safe place and not to share it with anyone. We will make any changes to your account or charge you for any amounts authorized by a person who provides your Personal Identification Number or other authentication information that can be used to access your account.

10. No Ownership Rights in any Numbers or Addresses

You have no property right in any number or other address that may be assigned to you or to the Equipment in connection with the Service, and you understand and agree that any such number can be changed from time to time.

11. Suspending; Terminating; Changing; Transferring and Reactivating the Service

Without limitation of any other suspension or termination (or other) rights expressly set forth in these Terms of Service:

i. Suspension of the Service
We can decide to suspend the Service at any time for any reason in our discretion, including for network or system maintenance, improvement, congestion, or failure or if we suspect your Service (in whole or in part) is being used for any unauthorized or inappropriate purpose, or for reasons unrelated to you or your account with us.

IF SUSPENSION OR TERMINATION OF THE SERVICE OCCURS FOR ANY REASON, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY NOT BE ABLE TO ACCESS THE SERVICE, INCLUDING THE EMERGENCY SERVICES.

ii. Termination of Service/Service Plan

You may cancel the Service at any time by contacting one of our customer service representatives at 1-866-990-9007 and notifying us that you want to cancel the Service, unless otherwise expressly prohibited by a separate lease agreement, retail installment contract, or other Vehicle finance agreement. Unless your Service Plan specifies otherwise or as otherwise expressly set forth in these Terms of Service, we will not refund any other amounts that you have paid in advance. In no event will we refund you (1) for any payment that was included in the purchase or lease price of your Vehicle, or (2) for any one-time activation fees or transaction-based fees you have incurred. Such fees are nonrefundable.

After receiving any notice of an adverse pricing change (other than the addition or an increase of a tax or surcharge), you may cancel your Service Plan or agree to the change. If you cancel your Service Plan within thirty (30) days of the date of such a notice, we will issue you a refund equal to the value of any whole months remaining on your Service Plan that you have paid in advance (other than any payment that was included in the purchase or lease price of your Vehicle). If you do not cancel your Service Plan within thirty (30) days of such a notice, you will be deemed to have agreed to the change and it will become part of these Terms of Service between us.

Further, we reserve the right to issue a warning and/or to suspend or terminate providing to you the Service (in whole or in part), or your access to the mbrace Web site and mobile app, at any time and for any reason in our sole discretion, including if you breach these Terms of Service, or any other applicable agreement or policy, or if we suspect your Service or Equipment is being used for any unauthorized or inappropriate purpose, even for reasons unrelated to you or your account with us, or for any other reason in our sole discretion. If we elect to terminate your Service (in whole or in part) as a result of your breach of these Terms of Service or unauthorized use of the Service or Equipment, you will not be entitled to any refunds or credits.

iii. Reactivation of Service

You do not have any right to have your Service reactivated and we are under no obligation to do so, even if you cure any of the issues that resulted in the termination of your Service. It is solely in our discretion whether to allow you to have Service again. You also may be assessed a fee for reactivating the Service. If we allow you to reactivate your service, any past due amounts must be paid before the Service is reactivated.

iv. Transfer of Service

Other than Access Services, you have no right to transfer the Service to another Vehicle or to another person without our prior consent. Even if we consent to such transfer, you may not be able to transfer the balance of the period remaining on your Service Plan that you have paid for in advance. In no event will you be permitted to transfer any payment that was included in the purchase or lease price of your Vehicle. Prior to transferring the Service to another Vehicle as consented to by us, you must meet all requirements for receiving the Service with the new Vehicle. In no event may you transfer the Service to a non-Mercedes vehicle. Access Services will travel with your Vehicle. If Access Services are active in your Vehicle when you sell or transfer your Vehicle to a third party, you shall notify such third party of the Access Services and of these Terms of Service.

v. Authority to Terminate, Change or Transfer Your Service Plan

We will only accept requests from you (or from someone we believe is you, or someone with your authorization, such as your authorized agent) to activate, cancel, change, reactivate, or transfer the Service. We will assume that anyone who provides your Personal Information Number or other authentication information or supplies your credit, charge or debit card number is authorized to act in your

behalf (even if such individual, in fact, has no such authorization). In addition, if we are advised by your financing company or any Mercedes-Benz Company that you no longer own or lease your vehicle, or we are advised by any Mercedes-Benz Company that your Service should be terminated, we may terminate your Service.

As discussed in Section 7, In the event that you turn in your Vehicle to a Mercedes-Benz Dealer, it is your sole responsibility to cancel the Service in the Vehicle you turn in. **THE DEALER WILL NOT CANCEL YOUR SERVICE FOR YOU, AND THE DEALER WILL NOT TRANSFER YOUR SERVICE TO A NEW VEHICLE.** YOU MUST CONTACT CUSTOMER CARE AT 866-990-9007 TO CANCEL THE ACCOUNT ASSOCIATED WITH THE VEHICLE YOU TURN IN, AND, IF APPLICABLE, ENROLL IN A NEW ACCOUNT THAT IS ASSOCIATED WITH YOUR NEW VEHICLE. IF YOU DO NOT CANCEL YOUR SERVICE PLAN IN A VEHICLE YOU TURN IN TO A DEALER, THE VEHICLE'S NEW OWNER COULD RECEIVE THE SERVICE IN THAT VEHICLE UNDER YOUR ACCOUNT. **IT IS YOUR SOLE RESPONSIBILITY TO CHANGE OR TERMINATE THE ACCOUNT ASSOCIATED WITH A VEHICLE THAT YOU SELL, TRADE IN, OR TURN IN TO A DEALER.**

12. Collection and Use of Your Vehicle and Subscriber Data

You hereby expressly consent to the following, with respect to any information regarding you or your Vehicle (or your use or receipt of Equipment and/or the Service) (which may include, without limitation, diagnostic data from or about your Vehicle or your use of your Vehicle, the Equipment, Service, location data, as well as personally identifiable information from or about you), which we and/or our Service Partners obtain or derive through or in connection with your Service Plan or in connection with the Equipment, your Vehicle and/or the Service (collectively, the "**Vehicle and Subscriber Data**"):

We, any or all of the Mercedes-Benz Companies and/ or our other Service Partners may collect, intercept or obtain Vehicle and Subscriber Data from and/or about you and/or your Vehicle in a number of ways, including (without limitation): (1) from the information you or your Vehicle dealer or manufacturer provide to us when you buy or lease your Vehicle or register for Service, (2) from your or your Vehicle's receipt or use of the Service or Equipment (as applicable), (3) from your use of the mbrace Web site or any websites of our Service Partners, (4) from you directly, through communications between you and us (or our Service Partners) or our (or their, as applicable) representatives, (5) from our Service Partners (or, in the case of our Service Partners, from us); and (6) from your Vehicle itself through the Equipment in your Vehicle and your use of the Equipment or the Service. Without limitation of the generality of the foregoing, (i) we, any or all of the Mercedes-Benz Companies and/or other Service Partners may intercept any wire, wireless, oral or electronic communications made or transmitted through the Service, at any time and for any reason, (ii) we, any or all of the Mercedes-Benz Companies and/or other Service Partners may retrieve, access and/or use any of the information (including, without limitation, location information) recorded, transmitted or otherwise obtained in connection therewith, at any time and for any reason, and (iii) you hereby consent to the foregoing and hereby expressly release us, the Mercedes-Benz Companies and other Service Partners therefor. We, any or all of the Mercedes-Benz Companies and/or our other Service Partners may share between and amongst us your Vehicle and Subscriber Data that we or they have collected or otherwise obtained, and you hereby expressly acknowledge and consent to such sharing.

To comply with appropriate legal process, including any rule, order, subpoena, national security letter or other request of any government entity, law enforcement entity or court, we, any or all of the Mercedes-Benz Companies and/or any of our other Service Partners may disclose to law enforcement authorities or other legal or governmental representatives any Vehicle and Subscriber Data, including, without limitation, your name, Vehicle location, account history, account information, or other transmission data.

We, any or all of the Mercedes-Benz Companies and/or our Service Partners also may disclose to third parties any Vehicle and Subscriber Data necessary to respond to claims of violation of the rights of third parties, or to protect any of our rights and property (as applicable). Without limiting the foregoing, you further expressly consent (1) to the acquisition and sharing of all Vehicle and Subscriber Data by and between Verizon Connect and the Mercedes-Benz Companies (and with their respective vendors and

dealers) freely, (2) to our, the Mercedes-Benz Companies', and our Service Partners' use of such data to perform and provide the Service, as well as for Supplemental Uses (as hereafter defined), (3) to the Mercedes-Benz Companies' use of such data for purposes of its internal research and improvement and development of vehicles, and (4) to Verizon Connects' use of such data for purposes of internal research and improvement and development of telematics services. As used herein, "**Supplemental Use**" means the use of Vehicle and Subscriber Data for purposes other than in connection with the Access Services, and other than as necessary to provide and maintain the Service and Equipment, including, as an example, the sale or other transfer of such data to third parties for purposes above and beyond the uses necessary to provide the Service.

Because we provide the Service through wireless networks, your communications may be intercepted by others. We and our Service Partners, including, for example, telecommunications carriers and other wireless service carriers, cannot and do not guaranty (and we and our Service Partners expressly disclaim) the security and privacy of wireless transmissions, and we and them will not be liable for any lack of security relating to the use of the Service by you or your Vehicle. You agree that you will not hold us or any of our Service Partners (or any of the Mercedes-Benz Companies) liable for any damages resulting from any loss of privacy or security occurring in connection with any communications over such networks.

You acknowledge and agree that we and/or our Service Partners (either ourselves or themselves, or through our or their vendors) may record and/or monitor conversations between you and our (or their, as applicable) customer service representatives, emergency personnel, or the police, as well as your use of any of our (or their) automated services, for various purposes, including (without limitation), in order to assess, maintain or improve the quality of the Service, for issue resolution, training purposes, or to promote and provide the Service. Our customer service representatives (as well as those of our Service Partners, if applicable) may also remain on the line while conferencing in a third party to assist in completing a service request. *You (for yourself and your Vehicle's occupants and anyone else acting or using the Service on your behalf): (1) expressly consent to the monitoring and recording activities described herein, and (2) release us and our Service Partners (and the Mercedes-Benz Companies) from claims, liabilities and losses resulting in connection with any such monitored and/or recorded conversations as described herein.* We, the Mercedes-Benz Companies and our other Service Partners, strive to handle your information in a manner consistent with applicable privacy laws, the mbrace Service Privacy Policy (which is incorporated herein by this reference, and which is posted on the mbrace Web site).

We, the Mercedes-Benz Companies and/or our Service Partners may communicate with you by providing you with messages through the Equipment in your Vehicle or to the billing or email address or other contact information for you that we have on file. We, the Mercedes-Benz Companies and/or our Service Partners, may also use your email address to send you emails about products, specials and online promotions, which may be related to the Service or not. From time to time, we may also use your email address to send you information about selected third party products, services or offers relating to our offerings or services that we think may be of interest to you. Each email you receive from us for offers will provide a link to unsubscribe to all future email offers from Verizon Connect. If you do not want to receive emails about our offers or products or those of these selected third parties, you can also contact a Verizon Connect Customer Service Representative. Please note that even if you choose not to receive marketing emails from us, you may still hear from us regarding your Service, your account, your system status and any other Service-related issues and order status updates that will allow us to provide you with the optimal user experience.

We may also use your name, postal delivery information and phone number to contact you for various purposes (including marketing purposes). By using the Service, you expressly consent and agree that we, as well as our agents or contractors on our behalf, may use this information to contact you for various purposes (including marketing purposes) and we may use autodialed calls/text messages, push notifications, prerecorded or artificial voice messages to contact you regarding your account or the Service. Standard text messaging rates will apply if you choose to receive text messages from us. You acknowledge that you are not required to consent to receive all of these communications as a condition of

using the Service. If you wish to opt out of any communications from us or our agents/contractors, please contact us at 1-866-990-9007.

By using the Service, you expressly agree and consent to allow us and anyone who collects on our behalf to contact you about your account status, including past due or current charges, using prerecorded calls, email, and calls or messages delivered by an automatic telephone dialing system to any wireless phone number or email address you have provided to us. If you do not wish us to contact you by these means, please contact us at 1-866-990-9007.

You hereby consent to us or any Mercedes-Benz Company requesting and obtaining your current personal information (as defined by 18 U.S.C. 2725) from any state department of motor vehicles or any reseller of such information. Your consent is pursuant to 18 U.S.C. 2725(b)(13).

13. Dispute Resolution

YOU AND WE AGREE THAT IN THE EVENT OF ANY DISPUTES BETWEEN US, WE WILL FIRST TRY TO RESOLVE IT BY TALKING WITH EACH OTHER. IF WE ARE UNSUCCESSFUL IN RESOLVING OUR DISPUTES IN THIS MANNER WITHIN A REASONABLE TIME PERIOD, YOU AND VERIZON CONNECT EACH AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW: (1) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER CONSUMER ARBITRATION RULES, AS MODIFIED BY THESE TERMS OF SERVICE. CONSUMER ARBITRATION RULES AND FEE INFORMATION ARE AVAILABLE FROM US OR THE AAA. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITARATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING; (2) EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU EXPRESSLY WAIVE ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST VERIZON CONNECT, A MERCEDES-BENZ COMPANY OR ANY OF OUR SERVICE PARTNERS, OR ANY OF OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, LICENSORS, EMPLOYEES OR PREDECESSORS IN INTEREST. IF MULTIPLE CLAIMS ARE JOINED IN ONE ACTION, SOME OF WHICH WOULD NOT BE SUBJECT TO ARBITRATION, THE LATTER CLAIMS MUST BE STAYED UNTIL ANY CLAIMS IN THAT ACTION THAT ARE SUBJECT TO ARBITRATION HAVE BEEN RESOLVED. IF CLAIMS ARE ASSERTED AGAINST MULTIPLEPARTIES, SOME OF WHOM ARE NOT REQUIRED TO ARBITRATE, THE CLAIMS SUBJECT TO ARBITRATION MUST BE SEVERED. HOWEVER, YOU RETAIN YOUR RIGHT TO FILE A COMPLAINT WITH ANY REGULATORY AGENCY OR COMMISSION; (3) NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THESE TERMS OF SERVICE PROVIDE, OR TO ORDER CONSOLIDATION OR CLASS ARBITRATION, EXCEPT THAT AN ARBITRATOR DECIDING A CLAIM ARISING OUT OF OR RELATING TO A PRIOR AGREEMENT MAY GRANT AS MUCH SUBSTANTIVE RELIEF ON A NON-CLASS BASIS AS SUCH PRIOR AGREEMENT WOULD PERMIT. IN ALL ARBITRATIONS, THE ARBITRATOR MUST GIVE EFFECT TO APPLICABLE STATUTES OF LIMITATIONS AND WILL DECIDE WHETHER AN ISSUE IS ARBITRABLE OR NOT. IN A LARGE/COMPLEX CASE ARBITRATION, THE ARBITRATORS MUST ALSO APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSING PARTY MAY HAVE THE AWARD REVIEWED BY A REVIEW PANEL CONSISTING OF THREE (3) ARBITRATORS; AND (4) IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND VERIZON CONNECT EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES.

14. The Laws Governing Our Relationship

These Terms of Service and any disputes arising out of or relating to it or the Equipment or Service will be governed by the laws of the State of New York, wherever filed. Any complaint, arbitration or other legal action concerning these Terms of Service shall be interpreted under the laws of the State of New York and shall be subject to the jurisdiction of the courts of the State of New York. Complaints, arbitration

or other legal actions involving California customers will be interpreted under the laws of the State of California, and will be subject to the jurisdiction of the courts of the California county in which the customer primarily uses the service.

15. Limitation of Liability

BY ENTERING INTO THESE TERMS OF SERVICE OR BY USING THE EQUIPMENT OR SERVICE, YOU ARE WAIVING IMPORTANT RIGHTS, AND YOU ARE PROVIDING YOUR EXPRESS CONSENT TO VARIOUS ACTIONS TO BE TAKEN BY US, MERCEDES-BENZ COMPANIES, AND OUR SERVICE PARTNERS (AS DESCRIBED HEREIN).

Neither we, nor any Mercedes-Benz Company nor our Service Partners assume any risk or responsibility for your use of the Service, or any of the information or other content provided as part of the Service. You hereby acknowledge and agree that neither we, any Mercedes-Benz Company, nor any of our Service Partners are liable for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, atmospheric conditions, acts of God or natural disaster, or by any other conditions or circumstances out of our control (as further described above in Section 5(ii) hereof).

In addition, neither we, any Mercedes-Benz Company, nor our Service Partners are liable (1) for our inability to contact any service provider or other party in any particular situation (including any emergency personnel), (2) for any act or omission of any other company furnishing a part of our Service or any equipment provided for such Service, (3) for errors or omissions of any vendors, dealers or manufacturers participating in offers made through us, (4) for errors or omissions in any data that we collect about you or provide you as part of the Service, or (5) for any damages that result from or arise out of the use, installation, repair or maintenance by you (or by any person you authorize) of the Equipment or Service, or any product or service provided by or manufactured by third parties.

Other than as set forth elsewhere in this Agreement, You, Mercedes-Benz, our Service Partners, and Verizon Connect agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages, or attorney's fees from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers or Service Partners, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You agree that, if we, any Mercedes-Benz Company, our Service Providers, or Verizon Connect are found to be liable to You for any reason, your maximum aggregate damages remedy shall be capped at $100,000.00. You understand and agree that we would not have entered into this Agreement to provide you with the Equipment or Services without your agreement to the damages limit in this paragraph.

16. Indemnification; Release

You agree to indemnify and hold harmless Verizon Connect, each Mercedes-Benz Company, and each of our Service Partners, and each of our or their respective affiliates, officers, directors, agents, partners and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "**Claims**") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages or injuries (including without limitation Claims for libel, slander, or any property damage, personal injury or death), arising in any way, directly or indirectly, in connection with your (or any occupant of your Vehicle) use of the Service, your (or any occupant of your Vehicle) violation of these Terms of Service, or your (or any occupant of your Vehicle) misuse or failure to use the Service or Equipment.

You agree that the limitations of liability and indemnities in these Terms of Service will survive even after your Service Plan has ended and your Service has terminated. These limitations of liability apply not only

to you, but to anyone using your Vehicle, the Equipment or the Service, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to any Service we or our Service Partners provide or the Equipment.

WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE TO RELEASE US, EACH MERCEDES-BENZ COMPANY AND EACH SERVICE PARTNER FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SERVICE AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICE, EVEN IF CAUSED BY THE NEGLIGENCE OF US, ANY MERCEDES-BENZ COMPANY OR ANY OTHER SERVICE PARTNER, OR THE MALFUNCTION OF THE EQUIPMENT. YOU AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

17. Contact Information

You may notify us by postal mail (Verizon Connect, Inc., 2002 Summit Blvd., Suite 1800 Atlanta, Georgia 30319), phone (1-866-990-9007), by pressing the i-button in your Vehicle and talking to a customer service representative, or by electronic means (via the mbrace Web site). Such notices will be considered effective after we receive them. In particular, any written notice from you will be considered given when we receive it at our address provided in the preceding sentence.

Any notice we send you will be sent to your last known residence or electronic mail address as shown on our records. It is your sole responsibility to ensure that we have the most up-to-date and accurate contact information for you at all times. Any written notice from us will be considered given when we send it by email to the email address you have provided to us that is then in our records, or two days after we mail it to you at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us toll-free at 1-866-990-9007, or you speak with a live customer service representative. Calls to our customer service representatives may be monitored for quality assurance, and you hereby consent and agree to such monitoring.

18. Miscellaneous Terms

i. Entire Agreement
These Terms of Service (including the Service Plan and any other document or policy incorporated herein) is the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present. We are not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, concerning or relating to the Equipment or the Service provided to you pursuant to these Terms of Service or your Service Plan, unless such statements, agreements, representations warranties or covenants are expressly contained in these Terms of Service or your Service Plan.

ii. Effect of Termination or Non-Renewal of Terms of Service & Service Plan
Even after your Service Plan has ended and unless it has been replaced by a new agreement expressly entered into by and between us, the provisions of these Terms of Service will continue to govern any disputes arising out of or relating to it. These Terms of Service will also be binding on your heirs and successors and on our successors. In addition to any other provisions identified herein as surviving termination or expiration of your Service Plan, the following provisions of these Terms of Service shall survive the termination or expiration of your Service Plan: Sections 4, 5, 6, 7, 9, 10 and 12 through 19.

iii. Waiver; Severability
No waiver of any part of these Terms of Service, or of any breach of it, in any one instance will require us to waive any other instance or breach. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable.

iv. Relationship Between Parties
Notwithstanding anything else herein, these Terms of Service do not create any fiduciary relationships between you and us, or between you and any Mercedes-Benz Company or any of our other Service Partners. These Terms of Service also do not create any relationship of principal and agent, partnership, or employer and employee between you and us or between you and any Mercedes-Benz Company or any of our Service Partners.

v. Third-Party Beneficiaries
Without limitation of anything else set forth herein, the Mercedes-Benz Companies are intended third-party beneficiaries of these Terms of Service. No provision of these Terms of Service provides any other person or entity not a party to these Terms of Service with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third party beneficiary rights. You have no contractual relationship whatsoever with any of our Service Partners, and these Terms of Service do not give you any rights against any Mercedes-Benz Company or any Service Partner. You are not a third party beneficiary of any agreement between us and any of our Service Partners. None of our Service Partners has any legal, equitable, or other liability of any kind to you under these Terms of Service. You hereby expressly waive any and all claims or demands for such liability.

v.) Assignment.
We can assign these Terms of Service, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.

19. Export
You agree to comply with all applicable trade regulations and export control laws both domestic and foreign. The Equipment and the Service, and any underlying information accessed or transferred by you using the Service may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. S 2401, et seq.) and the Export Administration Regulations (50 C.F.R. S 730-774), as well as the import regulations of other countries. You agree not to export or re-export any such Equipment, software or information to any foreign country. Any information transferred by you using the Service or the Equipment to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.