

## **IBM MaaS360 with AT&T Terms of Use and End User License Agreement**

AT&T Corp. and its Affiliates (“AT&T”) licenses the use of IBM MaaS360 with AT&T (the “Solution”) including the related application (the “App”) to You, conditioned upon your acceptance of this Terms of Use and End User License Agreement (“Agreement”).

BY CLICKING “OK” OR “I ACCEPT”, OR BY DOWNLOADING, INSTALLING OR USING THE APP OR USING THE SOLUTION, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ARE GIVING YOUR INFORMED CONSENT FOR YOURSELF AND/OR ARE AUTHORIZED TO CONSENT ON BEHALF OF THE SUBSCRIBING CUSTOMER TO THESE TERMS AND CONDITIONS REQUIRED TO EMPLOY THE SERVICES DESCRIBED IN THIS AGREEMENT ON THE DEVICES ON WHICH THE APP IS INSTALLED; (B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) AGREE TO ABIDE BY THE AT&T ACCEPTABLE USE POLICY FOUND AT [WWW.ATT.COM/AUP](http://WWW.ATT.COM/AUP); (D) IF YOU ARE A CONSUMER, AGREE THAT THE TERMS OF THE THEN CURRENT AT&T WIRELESS CUSTOMER AGREEMENT (“WCA”), WHICH MAY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, FULLY APPLIES TO YOUR USE OF THIS SOLUTION; AND (E) IF YOU ARE A GOVERNMENT OR BUSINESS CUSTOMER, AGREE THAT THE TERMS OF YOUR QUALIFIED GOVERNMENT WIRELESS SERVICES AGREEMENT OR BUSINESS WIRELESS SERVICES AGREEMENT (BOTH REFERRED TO HEREIN AS A “BUSINESS AGREEMENT”) APPLY HERETO.

If at any time after reviewing or using the Solution You wish to terminate such use or this Agreement, You must un-install and remove the App from subscribed Devices, and delete any copy in Your possession. This Agreement will automatically terminate if You are not, or are no longer, an AT&T subscriber subject to the terms of the WCA or a Business Agreement.

**1. DEFINITIONS:** (a) “AT&T,” “We,” “Our” and “Us” mean AT&T Mobility National Accounts, LLC and its affiliates providing the Solution, pertinent suppliers, agents, employees, successors and assigns; (b) “IBM MaaS360 with AT&T” or “Solution” means the App, together with the website, software, documentation, content and services (collectively “Services”) provided in connection with the App, and any updates to these items; (c) “You” and “Your” mean: (i) if you are a consumer, an individual who downloads or uses the IBM MaaS360 with AT&T App (“End User”); or (ii) if you are a business or government customer (“Customer”), the entities subject to the Business Agreement, the authorized representatives of those entities and all Corporate Responsibility Users (CRUs) of such entities (the latter also included in “End User”); (d) “Agency” and “Company” mean an entity that has entered into a Business Agreement.

**2. THE SERVICES AND APP:** The Solution is composed of the Services and the App. The Solution is designed to be available 24/7, subject to maintenance. The App enables Customers to use IBM MaaS360 with AT&T as a cloud service provided by AT&T’s supplier on the latter’s computer systems (the “Services”). The Services enable Customers to provision, manage, help secure, monitor and control the use of the devices on which the App is installed (“Devices”), over the air, including preventing certain applications from operating on a Device, deleting information and files, remotely wiping or locking a Device, or disabling certain features on a Device.

Customers may use the Services to send documents or applications to subscribed Devices, have full control over use of the App on those Devices, and may modify, restrict, or terminate the ability to use the App at any time. Customers also may use the Services to collect certain

information that they may send to AT&T or its supplier for analysis when they detect software or website activity suspected of involvement in malicious activity. This information is collected on behalf of the Customer to learn about suspected attacks in order to enhance the ability of the Solution to protect the Customer and End Users. The collected information may also be used in anonymously aggregated form, and the resulting insights may be shared with third parties pursuant to AT&T Privacy Policy.

Customers determine the information collected by the Services from subscribed Devices, some of which could be personally identifiable information (“Personally Identifiable Information”). The collected information may include:

- An End User’s name, telephone number, registered email address and Device location.
- The name of the Customer and, at the Customer’s request (i) a copy of the End User’s ID that is used to interact with it and (ii) the End User’s browsing history using the App, including websites that are controlled by the Customer.
- Information about the hardware identification, operating systems, application software, inventory, peripheral hardware, security configurations, systems settings and network connections of subscribed Devices, the means by which End Users access the internet, as well as the ID, name, use patterns, device IP address and other identifiable information of each subscribed Device.
- Information collected by the Solution when it detects software or website activity suspected of involvement in malicious activity including device risk data.
- Information related to the Solution’s installation and operations, its ID, program version and date of installation, security events generated from a subscribed Device and information about Solution errors.

Customers, as the data controllers, are responsible for the collection, processing, use and management of information gathered through use of the Solution. If End Users have questions or need further information, they should contact the Customer. If a Customer is using the Services, then AT&T’s supplier will act as the data processor on the Customer’s behalf. Additional terms related to the Solution are below.

Customer Content will be removed from the Solution’s computing resources upon the expiration or cancellation of the Customer’s subscription, or earlier upon a Customer’s request. AT&T may charge for certain activities performed at the Customer’s request (such as delivering Content in a specific format). Content is not archived, however some Content may remain in backup files until expiration of such files as governed by applicable backup retention practices.

**2.1 CONSENT TO DISCLOSE LOCATION INFORMATION:** This App accesses and uses End Users’ personally identifiable location information (“Your Location Information”). This notice may serve as AT&T’s sole notice to You that the App may disclose Your Location Information to Your Company or Agency, and You may not receive any reminders or further notice. If You no longer wish to allow Your Company or Agency to have access to Your Location Information as described above, You must uninstall and delete the App from Your Device. By using the App, You consent to and agree that AT&T and its suppliers may access Your Device and otherwise obtain Your Location Information, and to record, compile and use such

information in the provision and improvement of the services, features, and functionality available within the Solution and pursuant to AT&T Privacy Policy.

**2.2 CONSENT TO DISCLOSE OTHER PERSONAL INFORMATION:** Use of the App allows an End User's Company or Agency to access his or her Device and to view and manage software, transactions and information on the Device, including, without limitation, the Personal Information described in Section 2 above.

The information collected and processed may be used by the Customer, AT&T, and AT&T's supplier on behalf of the Customer, for the following purposes: (1) to provide the Services, including the use of global resources (personnel and resources in locations worldwide) and third party suppliers for the delivery of Services; (2) to learn about connection performance and device information; (3) for purposes of invoicing the Customer; and (4) and for any other purposes authorized by AT&T's Privacy Policy found at [www.att.com/privacy](http://www.att.com/privacy). The Customer is responsible to obtain Your consent to any additional uses of information that is collected.

This Agreement constitutes Your consent to these disclosures. This notice may serve as AT&T's sole notice to You that the App may disclose Your Personal Information to Your Company or Agency, and you may not receive any reminders or further notice. If You no longer wish to allow Your Company or Agency to have access to Your Personal Information, You must uninstall the App and delete it from Your Device.

You also agree that Your Company or Agency and AT&T and its supplier may process the collected information including any personally identifiable data as described above and only for the purposes stated above including cross border transfers. If You reside in the European Economic Area, You further agree that Your Company or Agency and AT&T and its suppliers may transfer the collected information including any personally identifiable data to processors or sub-processors outside of the European Economic Area and countries considered by the European Commission to have adequate levels of security pursuant to contractual terms in accordance with the applicable data protection legislation.

IF YOU DO NOT AGREE TO ALLOW AT&T'S SUPPLIER, AS YOUR COMPANY'S OR AGENCY'S DATA PROCESSOR TO COLLECT, RECEIVE OR USE INFORMATION -- POSSIBLY INCLUDING PERSONALLY IDENTIFIABLE INFORMATION -- DO NOT INSTALL THE PROGRAM OR IF ALREADY INSTALLED, UNINSTALL IT.

### **3. USE GRANT AND USE RESTRICTIONS.**

**3.1 Grant.** AT&T is authorized to issue subscriptions for use of the Services and the App. Subject to the restrictions set forth in Section 3.2, AT&T grants You a personal, revocable, non-exclusive, non-transferable, limited right to install and use one copy of the App on a one or more Devices owned or controlled by You, and to access and use the App on such Devices, strictly in accordance with the terms and conditions of this Agreement, and all applicable local, national, and international laws and regulations.

**3.2 Restrictions on Use.** The App may only be used as part of the Solution. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App or Services for any purpose; (b) modify, adapt, improve, or create any derivative work from the App or Services; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the App or Services; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of AT&T or its suppliers, collaborators or licensors; (e) use the App or Services in a manner that derives revenue directly from such use, or use the App or Services for any other purpose for which they were not designed or intended; (f)

unless you have a subscription permitting use on more than one Device, (i) install, use or permit the App to exist on more than one Device at a time or on any other mobile device or computer or (ii) distribute the App to multiple Devices or (iii) make the App available over a network or other environment permitting access or use by multiple Devices or users at the same time; (g) use the App or Services for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by AT&T; (h) use the App or Services to send automated queries to any website or to send any unsolicited commercial e-mail; (h) use any proprietary information or interfaces of AT&T or other intellectual property of AT&T in the design, development, manufacture, licensing or distribution of any apps, accessories or devices for use with the App; (i) circumvent, disable or tamper with any security-related components or other protective measures applicable to the App, Services or Devices or (j) reproduce, archive, retransmit, distribute, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the App or Services.

You agree to abide by the rules and policies established from time to time by AT&T. Such rules and policies may include, for example, required or automated updates, modifications, and/or reinstallations of the App and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this Agreement.

**3.3 Support.** All support for the Services and Apps is provided solely by AT&T, and all requests for support shall be directed only to AT&T at the location identified below or such other location as AT&T may indicate.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

**4.1 Rights to App and Services.** The App and Services (including their source and object code), any copies thereof (whether or not present on Your Device), and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of AT&T or its suppliers, collaborators, or licensors. The source and object code of the App or Services are the proprietary and confidential information of AT&T and its suppliers, collaborators, or licensors. The App and Services are licensed, not sold, to You. Title to the App and Services shall remain with AT&T and/or its suppliers, collaborators, and licensors. AT&T and its suppliers, collaborators, and licensors reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, disable access to, or require the return of the App (or any copy thereof) at any time without notice and will have no liability for doing so. Except as expressly stated in this Agreement, You are not granted any intellectual property rights in or to the App or Services by implication, estoppel or other legal theory, and all rights in and to the App and Services not expressly granted in this Agreement are hereby reserved and retained by AT&T and its suppliers, collaborators, and licensors. These obligations survive termination of this Agreement.

**4.2 AT&T Marks.** The following company name and its related logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from or to AT&T: "AT&T" (the "AT&T Mark"). You are not authorized to use the AT&T Mark in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T, which may be withheld for any or no reason. These obligations survive termination of this Agreement.

**4.3 Separately Licensed Code.** The provisions of this subparagraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. Each of the components listed below is considered "Separately Licensed Code." Separately Licensed Code is licensed to You under the terms of the third party license agreement(s) for the

applicable currently Separately Licensed Code. Notwithstanding any of the terms in the Agreement, the terms of such third party license agreement(s) governs Your use of all Separately Licensed Code unless otherwise noted below. The following are currently Separately Licensed Code:

openvpn3  
ics-openvpn

Future updates or fixes to the Services or App may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses will be listed in another file that accompanies the Services or App update or fix. You acknowledge that You will read and agree to the license agreements contained in those file(s). If You do not agree to the terms of these third party license agreements, You may not use the Separately Licensed Code.

Note: Notwithstanding any of the terms in the third party license agreement or this Agreement:

- (a) This Separately Licensed Code is provided to You WITHOUT WARRANTIES OF ANY KIND;
- (b) AT&T AND ITS SUPPLIERS, COLLABORATORS AND LICENSORS DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;
- (c) AT&T and its suppliers, collaborators, and licensors are not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) AT&T and its suppliers, collaborators, and licensors are not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

## **5. NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES; CUSTOMER CONTENT.**

**5.1 Third Party Content and Services.** The Solution may permit access to products, services, websites, and content from vendors and other third parties (“Third Party Content and Services”). Your use of Third Party Content and Services may be subject to additional terms of use set by those third parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the App. AT&T and its suppliers, collaborators, and licensors shall have no liability to You arising out of or in connection with Your access to and use (or misuse) of the Third-Party Content and Services.

**5.2 Customer Content.** Customer Content consists of all data, software, and information that Customer or its authorized users provides, authorizes access to, or inputs to the Solution. Use of the Solution will not affect Customer’s ownership or license rights in Customer Content. Upon request by either party, AT&T, Customer or affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Customer Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

**6. TERM AND TERMINATION.** This Agreement shall be effective until terminated. AT&T may, in its sole and absolute discretion, at any time and for any or no reason, disable the App or Services, or suspend or terminate this Agreement and the rights afforded to You hereunder, with or without prior notice or other action by AT&T. Upon the termination of this Agreement, You shall cease all use of the App and Services and uninstall the App. AT&T will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy AT&T may have, now or in the future. These obligations survive termination of this Agreement.

If You are an individual and are given access to the App by Your Agency or Company and would like to terminate the App subscription, contact Your Company or Agency wireless administrator. If You are an individual and pay for the subscription through Your personal wireless subscription, You must terminate Your subscription by calling AT&T Customer Support at 800-331-0500 (or 611 from your Device) to request cancellation of your service. If You are an Agency or Company and would like to cancel Your subscription and terminate your service, contact Your AT&T Account Manager. Simply deleting the App from a Device will not terminate the subscription, and App charges will continue to accrue until the Agreement is terminated. Any such termination of this Agreement by You shall become effective upon AT&T's receipt of Your notice.

**7. LIMITED WARRANTY.** AT&T warrants that the App and Services are provided using commercially reasonable care and skill, that they will perform in accordance with the service description, and that AT&T will take reasonable corrective action for any failure to comply of which AT&T becomes aware or is made aware of by You. This warranty ends when Your subscription ends. AT&T does not warrant uninterrupted or error-free operation of the App and Services or that all defects will be corrected or that third party disruptions or unauthorized third party access will be prevented. These warranties are the exclusive warranties from AT&T. AT&T warranties will not apply if there has been misuse, modification, damage not caused by AT&T or its supplier, or failure to comply with instructions provided by AT&T.

**7.1 Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE APP AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APP AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT NOT PROHIBITED BY LAW, AT&T AND ITS SUPPLIERS, COLLABORATORS, AND LICENSORS HEREBY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APP AND SERVICES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS AGREEMENT, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, AT&T AND ITS SUPPLIERS, COLLABORATORS, AND LICENSORS MAKE NO WARRANTY THAT (I) THE APP OR SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE APP AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP AND SERVICES WILL BE AS

REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APP AND SERVICES WILL BE CORRECTED OR THAT THE APP AND SERVICES WILL BE MAINTAINED. AT&T AND ITS SUPPLIERS, COLLABORATORS AND LICENSORS DO NOT WARRANT THAT THE APP OR SERVICES WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT AT&T AND ITS SUPPLIERS, COLLABORATORS, AND LICENSORS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED, RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS. THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS LICENSE.

NOTWITHSTANDING AND WITHOUT WAIVING THE FOREGOING, THE TERMS AND CONDITIONS OF THE WCA OR YOUR BUSINESS AGREEMENT MAY PROVIDE LIMITED REMEDIES TO YOU.

**8. AT&T LIABILITY AND INDEMNITY.** AT&T's and its suppliers' entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Solution that is the subject of the claim, regardless of the basis of the claim. AT&T and its suppliers will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to AT&T's and its suppliers' affiliates, contractors, and suppliers.

**8.1** The following amounts are not subject to the above cap: (i) third party payments referred to in the Section 8.2 below; and (ii) damages that cannot be limited under applicable law.

**8.2** If a third party asserts a claim against You that the Solution infringes a patent or copyright, AT&T will defend You against that claim and pay amounts finally awarded by a court against You or included in a settlement approved by AT&T, provided that You promptly: (i) notify AT&T in writing of the claim; (ii) supply information requested by AT&T; and (iii) allow AT&T to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts.

**8.3** AT&T and its suppliers have no responsibility for claims based on any violation of law or third party rights caused by Customer Content, materials, designs, or specifications.

**9. INDEMNIFICATION.** Except where prohibited by law, You shall indemnify, defend and hold harmless AT&T and its collaborators, suppliers and licensors, and their officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of, in connection with or related to the following: (i) Your access to or use of the App, Services, or Third Party Content and Services; (ii) Your breach of this Agreement; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party. You will promptly notify AT&T in writing of any

third-party claim arising out of or in connection with Your access to or use of the App or Services. These obligations survive termination of this License.

**10. SECURITY MEASURES.** Customer shall instruct AT&T to take appropriate technical and organizational measures against unauthorized or unlawful processing of the collected personally identifiable information and against accidental loss or destruction of, or damage to, the personally identifiable information. If End Users have any questions, or require further information, they should contact their supporting Customer. AT&T's supplier will delete any collected information, which may include Personal Information, following expiration or termination of the Agreement between AT&T and the Customer, unless required otherwise for the purposes set forth above, or by applicable law, rule or regulation. In such case, the collected information will be retained for the duration required by such purpose, applicable law, rule or regulation. If End Users have any questions about how the information described above is being handled, or to access, correct, or delete their personally identifiable information, they should contact their supporting Customer.

## **11. MISCELLANEOUS.**

**11.1 Governing Law, Limitation on Actions.** Except where prohibited by law, this Agreement shall be deemed to take place in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, You and AT&T agree that any cause of action arising out of or relating to this Agreement, the Solution or Your use of the Solution must commence within one (1) year after the applicable cause of action accrues in accordance with any dispute resolution provision of the WCA or Your Business Agreement. Otherwise, such cause of action is permanently barred. This Section 11.1 is not intended to and does not alter any provisions of the WCA.

**11.2 Compliance with Law.** Each party is responsible for complying with all laws and regulations applicable to its business and Content.

**11.3 Contact Information.** Customer administrators may reach the AT&T Customer Service Desk by visiting <https://expressticketing.acss.att.com/expressticketing/> or by dialing 888-292-7099. Please provide your AT&T Billing Account Number (BAN) and Foundation Account Number (FAN) when doing so. End Users should follow their Company or Agency's policies and procedures to contact the internal administrator.

**11.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

**11.5 Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

**11.6 Export Control; Lawful Use.** You may not export or re-export the App except as authorized by United States law and the laws of the jurisdiction(s) in which the App was obtained. You represent and warrant that You are not located and will not use the App in any country that is (a) subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of



prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You may not use the App in any manner or for any purpose prohibited (a) by United States law, regardless of where You use the App, or (b) by local law, in the jurisdiction(s) in which You use the App. The rights and obligations of each party are valid only in the country of Customer's business address. If Customer or any user exports or imports Content or use of any portion of the Solution outside the country of Customer's business address, AT&T and its suppliers will not serve as the exporter or importer, except as required by data protection laws.

**11.7 Statutory rights.** Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.

**11.8 U.S. Government Rights in Commercial Computer Software.** The App was developed at private expense. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.9 Modification or Amendment.** To the extent not prohibited by law, AT&T may modify or amend the terms of this Agreement at any time, with or without direct notice to You, by posting a copy of the modified or amended Agreement available through the App or Services. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Solution and/or App following the date on which the modified or amended Agreement is made available through the App or applicable web site.

**11.10 Survival.** Any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination.

**11.11 Independent Contractors; No Third Party Beneficiaries.** The parties are independent contractors, not agents, joint venturers, partners, or fiduciaries of each other, and do not undertake to perform any of the other's regulatory obligations or assume any responsibility for the other's business or operations. Except as explicitly provided in this License or in incorporated agreements, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

**11.12 No Transfer by You.** Any attempted transfer by You in contravention of this Agreement shall be null and void. These obligations survive termination of this Agreement. AT&T may assign this Agreement without restriction.

**11.13 DMCA Copyright Notifications.** You may send AT&T a valid notification of claimed copyright infringement under the Digital Millennium Copyright Act ("DMCA"). AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement,  
1800 Perimeter Park Drive, Suite 100  
Morrisville, NC 27560  
E-mail: [copyright@att.com](mailto:copyright@att.com)

For further information, see <https://www.att.com/legal/terms.dmca.html>

**11.16 Entire Agreement.** This Agreement including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Solution and supersedes all prior or contemporaneous understandings regarding use of the Solution.