# AT&T Dynamic Traffic Management Mobile App Terms of Service and End User License Agreement

AT&T Mobility LLC ("AT&T"), licenses the AT&T **Dynamic Traffic Management Mobile App** to You, conditioned upon your acceptance of this End User License Agreement ("Agreement" or "License").

BY CLICKING "I AGREE" OR "ACCEPT", OR BY DOWNLOADING, INSTALLING OR USING THE APP (AS DEFINED BELOW), YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACKNOWLEDGE THAT IN NO EVENT IS THIS APP TO BE USED BY PERSONS UNDER THE AGE OF 13; (D) AGREE TO ABIDE BY THE AT&T ACCEPTABLE USE POLICY, http://www.att.com/legal/terms.aup.html; (E) AGREE TO THE TERMS OF THE AT&T PRIVACY POLICY, http://www.att.com/gen/privacypolicy?pid=2506; AND (E) YOU ARE AN AT&T ENTERPRISE BUSINESS CUSTOMER AND AGREE TO THE TERMS OF YOUR QUALIFIED BUSINESS WIRELESS SERVICES AGREEMENT ("BUSINESS AGREEMENT") AND THIS LICENSE. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AND YOUR BUSINESS AGREEMENT, THE APPLICABLE PROVISION OF THE BUSINESS AGREEMENT SHALL CONTROL. TERMS NOT DEFINED IN THIS LICENSE SHALL HAVE THE MEANINGS SET FORTH IN YOUR BUSINESS AGREEMENT. If You are accepting this Agreement as the Telecommunications Manager, the Authorized Order Placer, or an account holder of an AT&T wireless account for which there are multiple devices, You are accepting this License on behalf of each user of devices for whom you have added the App and represent and warrant that you have authority to do so. Further, each end user acknowledges and agrees that even if You are not the account holder for the wireless service associated with Your device, Your use of the App is subject to this Agreement and other applicable terms.

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

**1.0 DEFINITIONS:** (a) "AT&T," "We," "Our" and "Us" mean AT&T Mobility LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) "App" means the **AT&T Dynamic Traffic Management Mobile App**, any website, software, content or services provided in connection with the App, and any updates to these items; (c) "You," "Your" and "Licensee" means: (i) an individual who downloads or uses the App and any person or entity represented by that individual; and/or (ii) if you are a business customer, the entities subject to the Business Agreement, the authorized representatives of those entities and all Corporate Responsibility Users (CRUs) of such entities.

- **2.0 THE APP:** The App is a downloadable mobile application for use in conjunction with smartphones and eligible data-only mobile devices that allows You to access the features and capabilities of AT&T Dynamic Traffic Management. AT&T Dynamic Traffic Management allows You to receive a differentiated 4G LTE network experience for data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network. When the App is used to initiate an AT&T Dynamic Traffic Management session, the App has features that track Your session start times, duration and volume of traffic.
- **2.1Requirements for Use of the App:** Before using the App, you must have the terms and conditions of AT&T Dynamic Traffic Management incorporated into Your Business Agreement. Use of the App is subject to the requirements, terms and conditions of Your Business Agreement as amended from time to time and which are incorporated herein by reference. Requirements may include, but are not limited to, the provisioning of AT&T Dynamic Traffic Management on a per-line qualified CRU basis and usage for each qualified CRU during a billing cycle.

## 2.2 App Notifications:

- **2.2.1 Usage Cap:** The App will alert You when you are near your Usage (Data) limit for AT&T Dynamic Traffic Management for a single billing period.
- **2.2.2 Availability:** The App will alert you if use of AT&T Dynamic Traffic Management is not available in Your current location at that time.
- **2.2.3 Geofencing:** The App will alert You have crossed your saved Geofence perimeter.
- **2.3 Wi-Fi-** Initial authentication of the AT&T Dynamic Traffic Management App requires Wi-Fi to be off.
- **2. 4 Registration, Account and Security:** By activating App, you acknowledge and agree that information concerning your mobile device or the devices of users associated with your wireless account may be disclosed to AT&T, its suppliers, and the authorized representatives as part of the service, and you further agree to notify any users associated with your wireless account concerning this disclosure of such information.

#### 3.0 LICENSE GRANT AND USE RESTRICTIONS.

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, including without limitation 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 single device owned and controlled by You ("Device"), and to access and use the App on such Device, strictly in accordance with the terms and conditions of this License, and all applicable local, national, and international laws and

regulations. If You are a business customer, AT&T extends the grant of this License to cover the installation and use of one copy of the App to one device for each of Your CRUs.

**3.2 Restrictions on Use.** You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App, for any purpose; (b) modify, adapt, improve, or create any derivative work from the App; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the App; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of AT&T or its collaborators, suppliers or licensors; (e) use the App in a manner that derives revenue directly from such use, or use the App for any other purpose for which it is not designed or intended; (f) install, use or permit the App to exist on more than one Device at a time or on any other mobile device or computer (unless You are a business customer responsible for provisioning the App across several CRUs); (g) distribute the App to multiple Devices (unless You are a business customer responsible for provisioning the App across several CRUs); ((h) use the App 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; (i) use the App to send automated queries to any website or to send any unsolicited commercial e-mail; (j) 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; (k) circumvent, disable or tamper with any security-related components or other protective measures applicable to the App or the Device or (1) 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. 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 Application and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this License.

#### 4.0 INTELLECTUAL PROPERTY RIGHTS.

4.1 Rights to App. The App (including its 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 collaborators, licensors, or suppliers. The source and object code of the App are the proprietary and confidential information of AT&T and its collaborators, licensors and suppliers. The App is licensed, not sold, to You. Title to the App shall remain with AT&T. AT&T and its collaborators, licensors, and suppliers 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 License, You are not granted any intellectual property rights in or to the App by implication, estoppel or other legal theory, and all rights in and to the App not expressly granted in this License are hereby reserved and retained by AT&T. These obligations survive termination of this License.

**4.2 Open Source Software**. The App may include third party software that is subject to open source license terms ("Open Source Software"). You acknowledge and agree that Your right to use such Open Source Software as part of the App is subject to and governed by the terms and conditions of any applicable open source license (the "Open Source License Terms"). In the event of a conflict between the terms of this License and the Open Source License Terms, the Open Source License Terms shall control.

### 5 .NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES.

The App may permit access to products, services, websites, advertisements, and content from advertisers, publishers, 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 the 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 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.

**6.TERM AND TERMINATION.** This License 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 suspend or terminate this License and the rights afforded to You hereunder, with or without prior notice or other action by AT&T. Upon the termination of this License, You shall cease all use of the App 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 License in accordance with its terms, and termination of this License 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 License.

7.DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE APP, INCLUDING ALL CONTENT CONTAINED THEREIN OR ACCESSED THEREBY, IS PROVIDED ON AN "AS IS' AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APP IS AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT NOT PROHIBITED BY LAW, AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS. WARRANTIES AND GUARANTIES REGARDING THE APP, 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 LICENSE, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APP WILL MEET YOUR REQUIREMENTS; (II) THE APP 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 WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APP WILL BE CORRECTED OR THAT THE APP WILL BE MAINTAINED. YOU ACKNOWLEDGE THAT THE APP IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE PERFORMANCE OF. USE OR MISUSE OF, FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APP COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE APP 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 COLLABORATORS, SUPPLIERS 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. SHOULD THE APP PROVE DEFECTIVE, YOU ASSUME THE ENTIRE BURDEN OF ALL NECESSARY EXPENSES, SERVICING, REPAIR, OR CORRECTION. THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS LICENSE. IF YOU HAVE OBTAINED THE APP FROM ONE OF OUR APP STORE COLLABORATORS, YOU ACKNOWLEDGE AND AGREE THAT SUCH COLLABORATOR HAS NO RESPONSIBILITY TO PROVIDE YOU WITH ANY WARRANTY, MAINTENANCE OR SUPPORT SERVICES WITH RESPECT TO THE APP OR FOR OTHERWISE ADDRESSING ANY ISSUE OR CLAIM WITH THE APP.

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

8.0 LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL AT&T, ITS COLLABORATORS, SUPPLIERS OR LICENSORS, NOR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE SALE OR DISTRIBUTION OF, THE PERFORMANCE OR NON-PERFORMANCE, OR YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APP, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT

TO THE EXTENT PROHIBITED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AT&T'S, ITS COLLABORATORS', SUPPLIERS' AND LICENSORS', AND THEIR AFFILIATES', OFFICERS', DIRECTORS', AGENTS' AND EMPLOYEES' AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF: (i) THE INITIAL PURCHASE PRICE PAID BY YOU FOR THE APP, (ii) THE AGGREGATE AMOUNT YOU PAID TO AT&T FOR THE APP DURING THE ONE MONTH PRECEDING THE DATE THAT THE CLAIM ARISES, OR (iii) TWO DOLLARS (\$2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 8 SHALL SURVIVE TERMINATION OF THIS LICENSE.

SOME STATES DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

- **9. INDEMNIFICATION.** You shall indemnify, defend and hold harmless AT&T, its collaborators, suppliers and licensors, and their affiliates, 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 or Third Party Content and Services; (ii) Your breach of this License; (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. These obligations survive termination of this License.
- **10. MISCELLANEOUS.** The following provisions survive termination of this License:
- 10.1 Governing Law, Limitation on Actions. This License 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 License 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 License, the Application or Your use of the App must commence within one (1) year after the applicable cause of action accrues in accordance with the dispute resolution provision of the Business Agreement. Otherwise, such cause of action is permanently barred. This Section 10.1 is not intended to and does not alter any provisions of the Business Agreement.
- **10.2 Contact Information** Support for, and further information about, the App is available through the Support Desk for AT&T Dynamic Traffic Management as set forth in Your Business Agreement.

- **10.3Severability.** If any provision of this License 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.
- **10.4 Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this License 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.
- 10.5 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.
- **10.6 Performance or Benchmark Testing.** You may not disclose the results of any benchmark test using the App to any third party without AT&T's prior written approval.

**Modification or Amendment.** To the extent not prohibited by law, AT&T may modify or amend the terms of this License at any time, with or without direct notice to You, by posting a copy of the modified or amended License available through the App or at <a href="https://att.com/adtmmobileeula">att.com/adtmmobileeula</a>. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the App following the date in which the modified or amended License is made available through the App or the referenced website.

- **10.7 Survival**. Any provisions of this License which by their express language or by their context are intended to survive the termination of this License shall survive such termination.
- **10.8 Third Party Beneficiaries.** You acknowledge and agree that AT&T's collaborators, suppliers and licensors, and their affiliates, officers, directors, agents and employees, are third-party beneficiaries of this License and have the right to enforce its provisions, including without limitation Sections 7, 8 and 9, against you as a third-party beneficiary thereof. Except as explicitly provided in this License or in incorporated agreements, nothing contained in this License 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.
- **10.9No Transfer by You.** Any attempted transfer by You in contravention of this License shall be null and void. These obligations survive termination of this License. AT&T may assign this License without restriction.
- **10.10 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: <a href="mailto:copyright@att.com">copyright@att.com</a>

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

**10.11 Entire Agreement.** This License including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the App licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

The Application may incorporate, use or access software that is subject to the following additional Open Source License Terms:

- a. CocoaPods classes (used only in the iOS mobile app): cocoapods.org and <a href="https://github.com/CocoaPods/CocoaPods">https://github.com/CocoaPods/CocoaPods</a> - MIT License
- b. Bottom Bar library (used only in the Android mobile app) <a href="https://github.com/Ashok-Varma/BottomNavigation">https://github.com/Ashok-Varma/BottomNavigation</a> Apache License, Version 2.0
- c. Circular Bar library (used only in the Android mobile app) https://github.com/jakob-grabner/Circle-Progress-View MIT License