

## AT&T Dynamic Traffic Management – Public Safety Attachment

Effective 8/4/2017

**1. General.** Pursuant to the terms and conditions of the Agreement (including, without limitation, this Attachment), AT&T will provide Customer with AT&T Dynamic Traffic Management – Public Safety. AT&T Dynamic Traffic Management – Public Safety is a solution for Customer’s authorized CRU lines of service. Each CRU line may have only one AT&T Dynamic Traffic Management solution provisioned on it. AT&T Dynamic Traffic Management – Public Safety is limited to customers responsible for public safety and critical infrastructure, as more fully set forth in Section 2.2, below. Entities eligible for AT&T Dynamic Traffic Management—Public Safety are collectively referred to as “public safety customers” in this Attachment and the Sales Information.

### **2. AT&T Dynamic Traffic Management – Public Safety Description, Eligibility and Pricing**

**2.1 Enhanced Network Experience.** AT&T Dynamic Traffic Management – Public Safety uses quality of service (“QoS”) network technology to enable qualified public safety customers to receive a differentiated (i.e., enhanced versus “best effort”) 4G LTE network experience for Approved Business Application (as defined below) data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network (i.e., excluding microcells, AT&T Wi-Fi service, and roaming partners’ networks). An enhanced, or higher, QoS is particularly valuable during times of network congestion, such as those that may occur during larger emergencies. AT&T Dynamic Traffic Management – Public Safety also has the additional benefit of priority access to the domestic AT&T 4G LTE network for a customer’s authorized CRU subscribers.

**2.2 AT&T Dynamic Traffic Management – Public Safety Eligible Entities.** AT&T Dynamic Traffic Management – Public Safety is available to:

- qualified state and federal public safety and emergency management organizations (e.g., police and fire departments, EMT services departments, and emergency management agencies) that have been assigned one of the following North American Industry Classification System (NAICS) codes: 621910 (Ambulance Safety Services); 922110 (Courts); 922120 (Police Protection); 922130 (Legal Counsel and Prosecution); 922140 (Correctional Institutions); 922150 (Parole Offices and Probation Offices); 922160 (Fire Protection); 922190 (Other Justice, Public Order, and Safety Activities); 928110 (National Security); and entities that are engaged in the same or similar activities as those covered by the foregoing NAICS codes; and
- entities responsible for the construction, maintenance and repair of critical infrastructure that have been assigned one of the following NAICS codes: : Energy -333611 (wind turbine); 221111 (Hydroelectric Power Generation); 221122 (Electric Power Distribution); 221210 (Natural Gas Distribution); Nuclear Reactor - 221113 (Nuclear Electric Power Generation); 562211 (Hazardous Waste Treatment and Disposal); Communication - 517110 (Telecommunications, wired); 517212 (Cellular and other Wireless Telecommunications); 238210, 334290 and 561620 (Alarm Systems); Water –221320 (Sewage Treatment Facilities); 221310 (Water Supply and Irrigation Systems); Transportation – 482111 (Railway Transportation); 481111 (Passenger Air Transportation); 481112 (Freight Air

Transportation); 483111 (Shipping Transportation); 926120 (Transportation Administration), 491110 (Postal Service); Healthcare and Public Health - 621112 (Health Care Practitioners); 923120 (Public Health Programs); Critical Manufacturing – 237310 (Highway, Street and Bridge Construction); 811310 (Industry Equipment Repair); 236210 (Industrial Building Construction); 211130 (Extraction); 236220 (Construction Management); Chemical -561612 (Protective Services); 541330, 541690 (Chemical Engineering and Consulting); 239210 (Pharmaceutical); Information Technology – 541512 (Computer Integration); 541519 (Computer Disaster Recovery).

The traffic of qualified state and federal public safety and emergency management organizations will be assigned a higher QoS than the traffic of other public safety customers. AT&T reserves the right to exercise its sole and reasonable discretion to determine which public safety customers may purchase AT&T Dynamic Traffic Management – Public Safety and the extent to which such customers may deploy and utilize AT&T Dynamic Traffic Management – Public Safety within their organizations. AT&T further reserves the right to limit or terminate use of AT&T Dynamic Traffic Management – Public Safety by customers that AT&T determines to be using AT&T Dynamic Traffic Management – Public Safety in a manner inconsistent with the expressed or intended use of AT&T Dynamic Traffic Management – Public Safety.

**2.3 AT&T Dynamic Traffic – Public Safety Pricing, Billing & Usage Caps** AT&T Dynamic Traffic Management – Public Safety is provisioned as a monthly recurring feature charge that is added to Customer’s qualified Wireless Data Service Plan (s) on a per CRU line basis (except for Customers choosing to combine AT&T Dynamic Traffic Management—Public Safety with AT&T Enhanced Push-to-Talk, who are billed on a bundled plan basis; see Section 3.1.1.2 below).

All authorized CRUs usage of AT&T Dynamic Traffic Management - Public Safety on any qualified Wireless Data Service Plan may not exceed 22 GB a month for three consecutive months; AT&T reserves the right to require Customer to move to another Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to another Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation. AT&T Dynamic Traffic Management – Public Safety is provisioned on a monthly billing cycle basis, and no proration is offered for termination prior to the expiration of a billing cycle. Pricing and additional terms and conditions for AT&T Dynamic Traffic Management – Public Safety provisioned as a feature are set forth in the AT&T Dynamic Traffic Management – Public Safety Sales Information found at [www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms), as such Sales Information may be modified by AT&T from time to time.

**3. AT&T Dynamic Traffic Management – Public Safety Eligibility Requirements.** In order to qualify for AT&T Dynamic Traffic Management – Public Safety, Customer must at all times (a) be in compliance with the Agreement, and (b) meet the eligibility requirements set forth in Section 2.2 above and set forth below.

### **3.1 General Requirements.**

**3.1.1 Required and Optional Service Configurations.** AT&T Dynamic Traffic Management – Public Safety is offered as an enhancement to Customer’s authorized CRU lines of service having: (a) a qualified Wireless Data Service Plan ; and (b) a 4G LTE compatible smartphone or wireless device

provisioned with an Approved Business Application, as more fully described in Section 3.1.2, below. AT&T Dynamic Traffic Management can also be combined in solutions featuring AT&T Private Mobile Connection (formerly known as AT&T Commercial Connectivity Service (“CCS”)) and AT&T Enhanced Push-to-Talk.

**3.1.1.1 AT&T Private Mobile Connection.** Customers may request a solution that combines AT&T Dynamic Traffic Management--Public Safety with select AT&T Private Mobile Connection services, which are services under which AT&T establishes an APN and grants a Connection Right to facilitate wireless communications to and from the Customer’s CRUs and/or 4G LTE-enabled Equipment using a Host Application. If Customer chooses to configure AT&T Dynamic Traffic Management—Public Safety with AT&T Private Mobile Connection, Customer must also have, and maintain compliance with, the terms and conditions set forth in the corresponding online Attachment for one of the following qualified 4G LTE Private Mobile Connection solutions:

- Private Mobile Connection – Custom APN
- Private Mobile Connection – Network VPN
- Private Mobile Connection—MPLS Interconnect
- Private Mobile Connection—AT&T VPN Access

Customer understands and agrees that: (a) each authorized CRU line must use Customer’s Private Mobile Connection APN in order to take advantage of AT&T Dynamic Traffic Management -Public Safety; (b) each Approved Business Application is a “Host Application” for purposes of Customer’s Private Mobile Connection solution; and (c) all AT&T rights and remedies and Customer obligations set forth in the applicable Private Mobile Connection Attachment apply equally to AT&T Dynamic Traffic Management – Public Safety and are incorporated herein by this reference.

**3.1.1.2 AT&T Enhanced Push-to-Talk.** AT&T also makes AT&T Dynamic Traffic Management—Public Safety available as a combined service with AT&T Enhanced Push-to-Talk. Authorized CRU lines provisioned with an AT&T Enhanced Push-to-Talk with AT&T Dynamic Traffic Management – Public Safety Plan must have a qualified, 4G LTE-compatible feature phone or smartphone provisioned with AT&T Enhanced Push-to-Talk. No separate Wireless Data Service Plan that includes a specific data allowance is required. Pricing and additional terms and conditions for the AT&T Enhanced Push-to-Talk with AT&T Dynamic Traffic Management – Public Safety Plan is set forth in the AT&T Enhanced Push-to-Talk Sales Information found at [www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms), as such Sales Information may be modified by AT&T from time to time. Customers choosing to combine AT&T Dynamic Traffic Management—Public Safety with AT&T Enhanced Push-to-Talk will be billed for both services on a bundled basis for each authorized CRU line. Customers also have the ability to designate AT&T Enhanced Push-to-Talk as an Approved Business Application (see Section 3.1.2, below) and not as a bundled offer with AT&T Dynamic Traffic Management—Public Safety, in which case Customer will be billed for each service separately.

**3.1.2 Approved Business Applications.** AT&T Dynamic Traffic Management – Public Safety is available only for use with Customer’s qualified business applications that are used solely in connection with the transmission of Customer’s data to and from its authorized CRU lines’ 4G LTE-enabled Equipment, including routers, as determined solely by AT&T (each, an “Approved Business Application”). Approved Business Applications may include, without limitation, video

calling/conferencing, push-to-talk, dispatch, logistics, command and control, telematics and monitoring applications used by Customer's CRU lines. Customer understands and agrees that AT&T Dynamic Traffic Management – Public Safety may not be used with, among other things: (a) mobile video transmission applications, (b) applications that transmit data to and receive data from all or substantially all Internet endpoints. Accordingly, for each business application identified by Customer for use with AT&T Dynamic Traffic Management – Public Safety, Customer must provide AT&T with sufficient information about the application to permit AT&T to determine whether the application is an Approved Business Application. Such information will include, at a minimum, the application name/version, application protocol, destination IP address and destination port. If AT&T confirms that Customer has requested AT&T Dynamic Traffic Management – Public Safety for an Approved Business Application, Customer will also be required to identify a Customer representative who will be available to assist AT&T, at a mutually agreeable time and upon reasonable prior notice from AT&T, in: (a) validating and testing the Approved Business Application as part of the AT&T Dynamic Traffic Management – Public Safety set up; and (b) in the event that Customer chooses to configure AT&T Dynamic Traffic Management with AT&T Private Mobile Connection service, providing additional technical information and/or requesting any modifications or additions to the Approved Business Application, as described more fully in the applicable Private Mobile Connection Attachment.

#### **4. Limitations and Restrictions of AT&T Dynamic Traffic Management – Public Safety.**

Customer acknowledges and agrees that: (a) AT&T Dynamic Traffic Management – Public Safety is available only within the Domestic Coverage Area (i.e., the United States, Puerto Rico and the U.S. Virgin Islands) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) AT&T Dynamic Traffic Management – Public Safety does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; (c) AT&T Dynamic Traffic Management—Public Safety provides Customer's authorized CRUs priority access to available AT&T 4G LTE network resources but will not preempt other users' use of the network in order to make network resources available; and (d) AT&T Dynamic Traffic Management – Public Safety not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic.

#### **5. AT&T Dynamic Traffic Management – Public Safety Performance Reporting.**

**5.1 Reports.** When statistically significant and reliable data are available, AT&T shall provide monthly summary reporting on various network performance metrics designed to help Customer compare the measured performance of its authorized CRU lines provisioned with AT&T Dynamic Traffic Management – Public Safety to the estimated “best efforts” performance for data traffic over the domestic AT&T 4G LTE network. These reports can be used to assist Customer in evaluating the benefits of AT&T Dynamic Traffic Management – Public Safety.

**5.2 Delivery.** The AT&T Dynamic Traffic Management – Public Safety performance reports will be made available electronically to Customer via the AT&T Premier web portal (or, if applicable, the AT&T Enterprise on Demand (“EOD”) web portal) through which Customer and its authorized representatives place orders and manage Customer's wireless account(s) in accordance with the

terms and conditions of the Agreement, including without limitation the AT&T Premier Attachment (or, if applicable, the EOD Attachment). Reports will be made available no earlier than 45 days after the end of each month and no later than the time AT&T reasonably requires to compile the report.

**5.3 Modifications; Termination.** Customer understands that AT&T's wireless network is evolving and that technology changes may impact the descriptions of the Network Metrics (i.e., the measurement calculations). Accordingly, AT&T reserves the right to modify and/or discontinue the AT&T Dynamic Traffic Management – Public Safety performance reporting at any time, for any reason, upon notice to Customer.

**5.4 Confidentiality.** Notwithstanding the Confidentiality provision set forth in the General Terms and Conditions portion of the Agreement, Customer acknowledges and agrees that the Network Metrics and the performance reports to be provided pursuant to this Attachment constitute AT&T's highly sensitive, confidential and proprietary network information (the "AT&T Confidential Information"). Accordingly, Customer shall, for a period of three (3) years following its disclosure to Customer: (a) hold the AT&T Confidential Information in confidence; (b) use the AT&T Confidential Information only for purposes of this Section 5; and (c) not disclose the AT&T Confidential Information to third parties without AT&T's prior written consent, except that Customer may disclose the AT&T Confidential Information (i) to its employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of AT&T and agree in writing to use and disclosure restrictions as restrictive as this Section 5.4); or (ii) to the extent authorized to be revealed by law, government authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to AT&T to the extent practicable and not prohibited by law, government authority or legal process). CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY BREACH OR THREATENED BREACH OF THIS SECTION 5.4 IS LIKELY TO CAUSE AT&T IRREPARABLE HARM FOR WHICH DIRECT MONEY DAMAGES MAY NOT BE SUFFICIENT OR APPROPRIATE. CUSTOMER THEREFORE AGREES THAT THE LIMITATION OF LIABILITY REGARDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, AND SPECIAL DAMAGES CONTAINED IN THE GENERAL TERMS AND CONDITIONS PORTION OF THE AGREEMENT DOES NOT APPLY TO ANY BREACH OF THIS SECTION 5.4 BY CUSTOMER. IN ADDITION, AT&T IS ENTITLED TO RECEIVE INJUNCTIVE OR OTHER EQUITABLE RELIEF TO REMEDY OR PREVENT ANY BREACH OR THREATENED BREACH OF THIS SECTION 5.4.

## **6. Miscellaneous.**

**6.1 Advanced Solutions Care - Help Desk.** AT&T will provide AT&T Dynamic Traffic Management – Public Safety related support to Customer's designated representative for the service through the AT&T Advanced Solutions Care Help Desk during normal hours of operation (i.e., 9 AM ET to 9 PM ET daily).

**6.2 Product Change or Discontinuation.** Notwithstanding anything to the contrary elsewhere in the Agreement, AT&T may modify the pricing and/or terms of, or discontinue offering or providing, AT&T Dynamic Traffic Management – Public Safety at any time for any reason upon at least 30 days' written notice to Customer.

**7. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment) apply throughout all such documents. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement, the terms and conditions of this Attachment control but only with respect to the subject matter of this Attachment.