

**1. Enterprise On-Demand.** AT&T will provide its Enterprise On-Demand service, including the ability to conduct EOD Management through the Portal and to receive the EOD Invoice (“EOD Service”) in connection with the terms and conditions of this Attachment and the Agreement.

**1.1 Eligibility.** Customer must be in compliance with the Agreement to be eligible for EOD. EOD is only available to Customer and its CRUs. EOD is not available to IRUs.

**1.2 EOD Service.** EOD Service is either: (i) EOD Wireless Data Service; or (ii) EOD Wireless Data Service and EOD Basic Voice Service. Customer may not activate EOD Basic Voice Service as a stand-alone EOD Service.

## **2. EOD Management.**

**2.1 Ordering SIMs.** Customer may purchase inactive SIMs from AT&T through the Portal. Except as otherwise provided in the Agreement, the purchase price for each SIM is five dollars (\$5.00) plus applicable taxes.

**2.2 Initial Number Assignment and Subsequent Orders.** Subject to: (i) the availability of SIMs and Numbers; (ii) the imposition of additional processes on AT&T by third parties in order to obtain the Sims and/or Numbers; and (iii) the capacity of AT&T facilities, AT&T will supply SIMs and Numbers to Customer under normal circumstances with eight (8) weeks after AT&T’s receipt of the completed Portal order.

### **2.3 Activation and Deactivation.**

**2.3.1 Orders.** Customer may order Activations and/or Deactivations by submitting an activation request through the Portal. Each Activation request must include the ICCID number, the proposed activation date, the qualified Plan, the Place of Primary Use, and such other information as may be required by AT&T. Each Deactivation request must include the ICCID number and such other information as may be required by AT&T. Normal activation charges apply to Activations.

**2.3.2 AT&T Response.** AT&T will process Activations and Deactivations as soon as practicable following receipt of orders properly submitted through the Portal. Orders typically will be processed with four (4) business hours. Deactivations occurring mid-month will be charged the full month’s Monthly Service Charge. AT&T has the right to unilaterally establish policies regarding the length of time between deactivating and reactivating the same ICCID.

**2.3.3 Plans.** Customer may only activate Numbers on Devices on the qualified Plans posted on the Portal. Such Plans consist of EOD Basic Voice Service Plans and EOD Wireless Data Service Plans, and any other Plan that AT&T makes available for EOD activation from time to time. AT&T may modify the list of qualified Plans posted on the Portal at any time. Such Plans list will also specify the Sales Information that is applicable to a particular Plan. Except as otherwise expressly provided herein, Plans are subject to the terms and conditions set forth in such applicable Sales Information, which may be modified by AT&T from time to time and can be viewed on the Portal.

**2.3.3.1 EOD Basic Voice Service Plans.** An EOD Basic Voice Service Plan may only be activated: (i) as an add-on to a qualified EOD Wireless Data Service Plan; and (ii) on a Device that supports both Wireless Data Service and Voice Service. If EOD Wireless Data Service is deactivated, EOD Basic Voice Service is also automatically deactivated and the associated Number is released. EOD Basic Plans do not support certain features (including, but not limited to, Push-to-Talk, OfficeReach™, Enterprise Paging, AT&T® World Traveler, and Rollover® Minutes). Optional Voice Service features are subject to: (i) Device compatibility limitations; (ii) EOD availability limitations; and (iii) applicable feature charges.

**2.3.3.2 EOD Wireless Data Service Plans.** EOD Wireless Data Service and the associated Number cannot be suspended and resumed. EOD Wireless Data Service Plans do not support certain features (including, but not limited to, Enterprise Paging and AT&T Wi-Fi Service). Optional Wireless Data Service features are subject to: (i) Device compatibility limitations; (ii) EOD availability

limitations; and (iii) applicable feature charges.

#### **2.3.4 Limitations.**

**2.3.4.1 Applications.** Customer may only order Activations designated for use with AT&T-certified applications. Prior to ordering an Activation, any applications used by Customer in connection with EOD must pass all certification testing standards as may be established by AT&T from time to time.

**2.3.4.2 Number of Devices.** A Number may not be associated with more than one Device at the same time, unless otherwise approved by AT&T.

**2.3.4.3 Activation Denials.** AT&T reserves the right to deny an Activation if the corresponding Number or Device appears on AT&T's "service-deny" lists for one of a variety of reasons, including cases where the Device is stolen, has been used for fraudulent purposes, or is defective. AT&T will notify Customer in such cases with the denial reason. AT&T is not liable to customer or any CRU if an Activation, modification, or other Service request is so denied.

### **3. Devices and SIMs.**

**3.1 Generally.** Customer must purchase all SIMs for use with EOD from AT&T through the Portal. Customer may not purchase SIMs from any third party with respect to EOD.

**3.2 Duty to Protect.** Customer is responsible for safeguarding its Devices and such Devices' access to Service. For example, but without limitation, such safeguarding includes protecting its account information/Number, and by using firewall, anti-virus, anti-spam, or similar protective measures, all at Customer's sole cost and expense.

**3.3 Order Limitations.** Customer may only purchase SIMs in increments of fifty (50), or in other quantities as determined by AT&T in its sole discretion. Customer is only authorized to purchase a quantity of SIMs that may reasonably be used for Activations. AT&T may limit or cancel sales of SIMs to Customer if, in AT&T discretion, an unreasonably high percentage of SIMs remain inactive. In addition to any other audit rights under the Agreement, AT&T may perform an audit of Customer's records and physical inventory relating to SIMs upon reasonable advance notice.

**3.4 Prohibitions.** Customer must not: (i) program, re-program, or tamper with a SIM in any manner; and/or (ii) sell or convey a SIM in any manner other than to its CRUs as contemplated by this Agreement.

**3.5 No Third-Party SIMs and/or Devices.** Customer may not purchase SIMs and/or Devices from use with EOD from any source not approved by AT&T, even if the SIMs or Devices originally came from AT&T. Customer may not use SIMs purchased from any party not authorized by AT&T in any Device to be activated on the AT&T Network. Customer must inform AT&T of any other individuals or entities that it learns are offering SIMs alleged to be compatible with AT&T's Network and must cooperate with AT&T in any investigation regarding such SIM distribution.

**3.6 Return of SIMs.** Upon the expiration or termination of the Agreement, Customer may promptly return all unactivated, undamaged, new SIMs in the original packaging in increments of 500 at Customer's expense that it has in inventory as of the date of such expiration or termination. AT&T will refund to Customer amounts paid for SIMs returned in such manner.

**4. Portal.** AT&T will provide Customer with the Portal, and Customer may use the Portal in accordance with and subject to the terms and conditions of the Agreement and this Attachment. Customer must supply all its own computer equipment, peripherals, Internet service, software and related means at its sole cost and expense. AT&T may reasonably rely on the authority and capacity of any person who executes an order on Customer's behalf and, accordingly, AT&T may rely on the information provided through the Portal. AT&T has no liability to Customer for Customer's inability to access the Portal for reasons beyond AT&T control.

**5. Simplified Billing.** AT&T will provide Customer with a separate EOD Invoice for each month. Additional billing details will be available to Customer via: (i) a CD-ROM, which will be mailed to Customer monthly; and (ii) the Portal. EOD information is not available through the WIN Advantage® software.

**6. Discounts.**

**6.1 Service Discounts.** Subject to the limitations set forth herein, and except as otherwise provided in the Agreement, the Service Discount will be applied to EOD Service.

**6.2 Equipment Discount.** The Equipment Discount is not available with respect to Devices and/or SIMs purchased in connection with EOD.

**7. Training and Technical Support.**

**7.1 Training.** AT&T will provide limited telephonic training in the use of the Portal and initial Portal access for purposes of: (i) online Activation and Deactivation; (ii) SIM ordering and inventory management, (iii) review of online billing; and (iv) reporting to Customer-designated technical representatives.

**7.2 Tier-One Technical Support.** Customer's CRUs receiving EOD Service will not be able to access AT&T Customer Care by dialing 611. Rather, Customer must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage Tier-One support for its CRUs in connection with EOD. Customer agrees to advise each CRU receiving EOD Service that he or she is not to call AT&T's Customer Care at 611 regarding the EOD Service and/or the Device.

**7.3 Tier-Two Technical Support.** AT&T will provide Tier-Two support to Customer in connection with EOD. Customer will cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of the Service and the Network. AT&T will not provide Tier-Two support directly to Customer's CRUs. Customer may escalate Tier-Two issues to AT&T only after clear identification and isolation of the issue with a reasonable determination that the error lies within AT&T's control.

**8. Default.** If Customer breaches any terms or conditions of this Attachment or the Agreement, then Customer will be in default and, in addition to any other remedies set for in the Agreement, AT&T may (i) refuse Activation requests; and/or (ii) modify or terminate Service with respect to one or more Numbers.

**9. Miscellaneous.**

**9.1 Number Conservation.** AT&T and Customer will follow reasonable Number conservation policies generally accepted by the telecommunications industry and AT&T may, from time to time upon reasonable notice, change Number assignments in conformity with such policies, including changes requested or ordered by federal or state regulatory authorities or by number administrators recognized by such authorities as having responsibility for the assignment or telephone numbers. If Numbers are unavailable, AT&T may follow generally accepted industry standards and/or regulatory requirements, if any, in responding to the shortage or Numbers. AT&T shall incur no liability to Customer for Number shortages.

**9.2 Ownership of Numbers.** Customer acknowledges that, subject to FCC number portability rules, neither it nor any CRU has or can acquire any proprietary right in any specific Number or Number block provided by AT&T.

**10. Retirement of Network Technology.**

**10.1 AT&T's 3G Network.** AT&T's 3G Network will be made available at least until December 31, 2021 or by such other national 3G Network retirement date that AT&T provides to Customer by written notice pursuant to Section 10.2 and any 3G Devices still in use when AT&T retires its 3G Network will no longer be able to communicate using AT&T's Network. Customer may not initially activate new 3G Devices on the AT&T Network after December 31, 2017. This §10.1 applies only to the AT&T Network located in the United States. AT&T makes no commitments regarding facilities operated in the United States or elsewhere by its carrier partners.

**10.2 AT&T Network.** AT&T is not obligated to maintain any particular technology, and AT&T may reduce or terminate 3G, LTE and later technology Networks at any time in its sole discretion. AT&T will provide Customer thirty-six (36) months prior written notice of its intention to: (i) terminate 3G, LTE or later technology Networks on a nationwide basis; (ii) prohibit future activations or reactivations of SIMs using 3G, LTE or later technology on a nationwide basis; or (iii) terminate 3G Networks later than as stated in §10.1. This §10.2 applies only to the AT&T Network located in the United States. AT&T makes no commitments regarding facilities operated in the United States or elsewhere by its Carrier Partners.

**10.3 Carrier Partner Network.** "Carrier Partner Network" means those integrated mobile switching facilities, servers, cell sites, connection, billing systems, activation systems and related facilities over which the service is provided on facilities and spectrum owned or controlled by a Carrier Partner. Customer may terminate its AT&T wireless Services for particular Devices in specific countries or parts of countries without penalty and any minimum purchase requirements shall be equitably adjusted, to the extent that AT&T or its Carrier Partners no longer provide the technology in such specific country or parts of countries on which affected Devices operate.

**10.4 Definitions.** For purposes of §10: (i) "2G" means wireless Services which use any of GPRS (General Packet Radio Services), GSM (Global Services Mobile) or EDGE (Enhanced Data GPRS Evolution) technologies; (ii) "3G" means UMTS/HSPA (Universal Mobile Telecommunications System/High Speed Packet Access) technologies; and (iii) "LTE" means wireless services which use Long Term Evolution technology, also known as 4G LTE.

## **11. Control Center Integration.**

**11.1 Transition.** AT&T intends to transition all of its customers from EOD to the AT&T Control Center Powered by Jasper SIM management platform ("Control Center") in 2017 and 2018. As of the Transition Effective Date (defined in §11.2), Customer's SIMs will be transferred from EOD to Control Center. For the avoidance of doubt, Customer will not be able to manage SIMs in Control Center until after the Transition Effective Date.

**11.2 Transition Effective Date and Preconditions.** The "Transition Effective Date" for transition of all of the Customer's SIMs from EOD to the Control Center is targeted to occur between third quarter 2017 and first quarter 2018, following the completion of the following preconditions:

**11.2.1 Customer Completes APN Updates.** Customer completes its APN updates, i.e., completes migration from legacy MWAM architecture to NEO architecture; and

**11.2.2 AT&T Completes IT Setup.** AT&T completes its IT setup to accomplish the transfer. AT&T will communicate completion of IT setup to Customer.

**11.3 Notifications.** AT&T will notify Customer after all §11.2 is completed to identify a more specific date that works for both Parties. AT&T shall under no circumstances be liable for any delay in the transition.

**11.4 SIM Types.** The Service Plans for this Attachment are only available for 310-410 SIMs transitioned from the EOD on the Transition Effective Date and 310-410 SIMs subsequently activated under this Attachment. For the avoidance of doubt, 310-170 SIMs are not supported under this Attachment.

**11.5 AT&T Control Center.** AT&T Control Center does not support 911 calling in the United States or 911-equivalent calling outside the United States. The methods of providing such features and the scope and extent thereof shall be determined by AT&T in its sole discretion. Customer is responsible for all activity in connection with the AT&T Control Center or Customer's Control Center account. AT&T and the AT&T Control Center supplier reserve the right to suspend use of the AT&T Control Center for apparent Device malfunctions that impact the operation of the AT&T Control Center or violations of the terms of the AT&T Control Center. AT&T's use of the AT&T Control Center is subject to the Jasper Technologies terms of service found in Attachment 1. Control Center Service Terms can be found at [https://www.wireless.att.com/businesscenter/en\\_US/pdf/legal/att-control-center-attachment-103014.pdf](https://www.wireless.att.com/businesscenter/en_US/pdf/legal/att-control-center-attachment-103014.pdf).

## 12. Definitions.

**12.1 Activation** means the activation of a Number associated with a Device on a qualified Plan in connection with EOD.

**12.2 "Carrier Partner"** means a mobile network operator with which AT&T has a contractual arrangement for use of a network to provide Services. 2G, 3G, LTE and later technology Services provided by Carrier Partner Networks may be reduced or terminated on a different schedule with or without prior notice.

**12.3 Deactivation** means modification or deactivation of a Number associated with a Device on a qualified Plan (as applicable) in accordance with EOD.

**12.4 Device** means a non-stocked, COAM (i.e., Customer owned and maintained) GSM, EDGE, GPRS, UMTS and/or HSPA compatible Device (i) used by Customer and/or a CRU to originate or receive wireless transmissions on the Network and (ii) that has been certified and approved by AT&T for the insertion of Customer SIMs and activation on AT&T's Network and intelligent roaming database.

**12.5 Enterprise On-Demand** means an expedited means for Customer to order and purchase SIMs and self-initiate Activation and Deactivation of EOD Service for itself and/or its CRUs, all as described in this Attachment.

**12.6 EOD** means Enterprise On-Demand.

**12.7 EOD Basic Voice Service** means the Voice Service available under EOD Basic Voice Service Plans in connection with EOD.

**12.8 EOD Invoice** means a consolidated, electronic monthly invoice for all EOD Service usage, together with a simplified printed bill aggregating usage across all Devices including, without limitation, a statement of the total amount due and owing.

**12.9 EOD Management** means Customer's ability to order, Activate, and Deactivate Numbers on Devices on qualified Plan in connection with EOD Service.

**12.10 EOD Service Revenue** means Service Revenue related to Customer's EOD Service.

**12.11 EOD Wireless Data Service** means the Wireless Data Service available under EOD Wireless Data Service Plans in connection with EOD.

**12.12 ICCID** means an integrated Circuit Card Identifier, the number that uniquely identifies a SIM, found just under the logo on a SIM, and the last digit is preceded by a dash.

**12.13 IMSI** means International Mobile System Identity, the information that is stored on the SIM relevant to network selection in Global System for Mobile Communications ("GSM") systems, that contains the user identity module – mobile country code ("UIM-MCC") and the user identity module – mobile network code ("UIM-MNC").

**12.14 Network** means those integrated mobile switching facilities, servers, cell-sites, connections, billing systems and other related facilities used to provide the EOD Service in an area.

**12.15 Portal** means a custom World Wide Web portal, provided via a specialized URL, through which Customer's authorized representatives may conduct EOD Management.

**12.16 Service** means the wireless wide area network communications service, including any applicable data, voice, SMS, and ancillary services, delivered over the Network in the Total Territory.

**12.17 SIM** means a Subscriber Identity Module, the specially programmed microchip inserted into a Device that: (i) encrypts transmissions and identifies the user to the mobile network, and (ii) provides network tracking, registration, and authentication services.

**12.18 Tier One** means internal support of first-line technical issues that may arise in connection with EOD including, but not limited to, those pertaining to Devices, software or application utilization, and any other such issues not specifically described as a Tier-Two issue.

**12.19 Tier Two** means technical support limited to: (i) Network errors, and (ii) Network environment engineering.

## **Attachment 1. Cisco Jasper IoT platform Terms of Service For EOD SIMs after the Transition Effective Date**

### **Introduction.**

These terms apply to all users (each a "User") of the Cisco Jasper IoT platform ("Service"). Jasper Technologies LLC ("Cisco Jasper") reserves the right, at its discretion, to modify these terms, as they are generally and prospectively applied, at any time by posting a web accessible notice to the Service or by other reasonable notice. User is responsible for all User activity in connection with the Service. Jasper reserves the right to suspend use of the Service for apparent device or application malfunctions and perceived violations of these terms.

### **Registration.**

As a condition to using the Service, User may be required to register with Cisco Jasper and select a unique user name and password. User shall provide accurate and complete registration information and timely update the same as necessary. User may not use a user name that is misleading as to identity or otherwise inappropriate.

### **Applicable Laws.**

User shall not use the Service in any manner that (a) infringes the intellectual property, publicity, privacy or other proprietary rights of others, (b) violates any applicable laws, including those related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise inappropriate.

User shall not violate or attempt to violate the security of the Service, including (a) accessing data not intended for such User, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any User, host or network, including via means of overloading, "flooding", "mail-bombing" or "crashing," (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations may result in civil or criminal liability. User consents to the processing of information necessary to provide the Service from Cisco Jasper's data centers in the United States or elsewhere in the world.

### **Disclaimer.**

CISCO JASPER DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS OTHERWISE PROVIDED, THE SERVICE IS PROVIDED "AS IS" AND CISCO JASPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL USE OF THE SERVICE IS AT USER'S OWN RISK.

### **Intellectual Property.**

User shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any technology related to the Service; modify, translate, or create derivative works based on the Service; rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized Users; remove any proprietary notices or labels with respect to the Service; access the Service to build a competitive product or service; or provide access to the Service to a competitor of Cisco Jasper. Cisco Jasper retains all rights in the Service and related technology.