

AT&T MetroCell Attachment

Last Revised 03/21/2016

1. METROCELL SYSTEM

1.1 Pursuant to the terms and conditions of the Agreement, including without limitation this Attachment, AT&T will provide Customer with the System, as described more fully in this Attachment. Customer will own the System and, subject to the installation requirements provided in this Attachment and any installation and user guides, will determine in its sole discretion whether and the structures on which to deploy the System.

1.2 Provided Customer is in compliance with the Agreement, Customer may purchase, install, and activate up to three MetroCells per street address, to enable enhanced RF coverage from the Network over each MetroCell's range (up to 15,000 square feet per unit, subject to any obstructions or interference present). The System provides one or more components, including the following:

1.2.1 "Premium edition" provides remote management features and control over the MetroCell, as described in Section 2.4 below.

1.2.2 Optional "AT&T Installation" – For an extra one-time fee, Customer may elect to have AT&T install the MetroCell(s), as described in Section 3 below.

1.3 MetroCell and AT&T Installation pricing, and related terms and conditions, are set forth in the MetroCell Product Brief, located at att.com/metrocell which is incorporated herein by reference.

1.4 MetroCells are deemed "Equipment" in accordance with the Agreement.

2. FUNCTION AND OPTIONAL SUPPORT

2.1 AT&T will provide Customer with access to the MetroCell website to manage certain functions of the MetroCell. See Paragraph 10.8, below.

2.2 MetroCell(s) may be operated in "Open" or "Closed" mode. In Open mode, any AT&T wireless subscriber within range of a MetroCell will be able to send and receive calls, text, and data. In Closed mode, Customer can limit calling and data usage to Customer's Authorized Users. Customer may switch between Open and Closed mode, and Authorized Users may be added to or deleted from the Authorized User list, as Customer requires.

2.3 Premium edition is presently included with all MetroCells. With Premium edition, Customer can do the following via the MetroCell website: manage basic functions of the MetroCell; view product information, troubleshooting tips, and product manuals; view and update Customer and Device information; activate and deactivate the Device; check activation status; access selected monthly performance reports; and manage the MetroCell(s) in either Open or Closed modes. AT&T will also provide telephone support for any installation or usage questions.

Some of the features of Premium edition may not be available at the time Customer activates the MetroCell(s), and will be implemented in future updates.

3. INSTALLATION

3.1 Customer Installation. Subject to Section 3.2, below, Customer is responsible for installing the System at the Premises. Such installation will be at Customer's sole expense, and materially in accordance with instructions provided by AT&T, as well as Section 3.3, below.

3.2 Optional AT&T Installation. Customer may elect to have installation performed by AT&T. Customer will provide access to space in the Premises that is sufficient, climate controlled, and in such a condition that will allow installation and proper initial testing and operation of the System. When accessing the Premises, AT&T will comply with Customer's reasonable security procedures and protocol. The scope and final price of professional services (including any applicable travel costs and expenses), platform and application support packages, and/or hosting will be addressed in a separate Statement of Work.

3.2.1 Hazardous Materials. Customer will ensure that the Premises at which AT&T performs any installation or Modifications are a suitable and safe working environment, free of Hazardous Materials. If AT&T discovers, uncovers, disturbs, or otherwise reveals any existing Hazardous Materials within the Premises, including but not limited to asbestos, then it will immediately stop any work in progress and report such findings to Customer. If Customer has not commenced and diligently pursued corrective action to remediate such Hazardous Materials within thirty (30) days after AT&T's discovery then AT&T will not be required to continue installation, nor be held liable for any expense borne by Customer for its failure to take corrective action. AT&T is hereby released and indemnified from any responsibility for managing, monitoring, or abating, and will not be deemed to have ownership of, Hazardous Materials, including asbestos, pre-existing within the Premises or not otherwise introduced by AT&T. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T has no obligation to perform work at the Premises that in AT&T's sole discretion is not a suitable and safe working environment.

3.2.2 Statement of Work. A separate statement of work describing the installation activity and related terms and pricing will be provided by AT&T and executed by the parties (a "SOW"). If impediments, complications or customer-requested changes in scope arise (Changes), the schedule and fees could be impacted, and the parties will modify the SOW accordingly in a signed writing. Upon completion of the installation, AT&T will provide Customer with a corresponding installation acceptance document. Customer must either sign this acceptance document, or provide written notice to AT&T identifying any non-conformities to the SOW within five (5) business days after AT&T delivers such acceptance document. If Customer fails to provide such notice, Customer is deemed to have accepted the installation.

3.3 Installation Requirements. Customer represents, warrants, and agrees that prior to any System installation, Customer (a) owns or controls the Premises; and (b) has or will obtain all required approvals and consents from any and all applicable parties (including but not limited to lenders and landlords), sufficient to allow AT&T or Customer to install, maintain, repair, replace, remove, inspect, perform Modifications on, and/or operate the System on the Premises. Customer will also provide, at no cost to AT&T, all electricity, HVAC, and any other utility used or consumed by the System. Any land use, historic property, or building, electrical, and safety permits that may be required for the installation, maintenance, repair, replacement, removal, and/or operation of the System will be Customer's sole responsibility.

4. ACTIVATION

Customer may activate or re-activate the MetroCell by following the instructions included with the MetroCell, or at the MetroCell website. AT&T may require further information and identification from Customer before authorizing activation. Activations are subject to this Attachment and the applicable terms and conditions for the MetroCell. In addition, Customer will follow any other policies and processes required by AT&T.

5. TERMINATION

5.1 In addition to any of its other termination rights, AT&T may terminate this Attachment, or suspend or limit Customer's use of the System, if: (a) Customer seeks to reverse engineer or disassemble the MetroCell(s), hack or break any security mechanism of the System, or reconstruct, decompile, translate, modify, copy, adapt, or create derivative works of any software contained therein, or of the MetroCell website; (b) Customer's use of the System poses a security or service risk to AT&T, to any user of the System, or may subject AT&T or any third party to liability, damages or danger; (c) Customer otherwise uses the System in a way that disrupts or threatens AT&T's Network, or the systems, services, or network of any other carrier; (d) Customer installs or uses the System or any component thereof other than as expressly permitted herein; (e) AT&T receives notice or otherwise determines, in its sole discretion, that Customer may be using the System for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of AT&T or any third party, including failing to obtain all approvals, consents, and permits required under this Attachment; (f) Customer resells or attempts to resell the Service made available by the MetroCell; (g) AT&T determines, in its sole discretion, that providing the System to Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (h) Customer fails to comply with the procedures and requirements of Section 7.4.

In addition, AT&T may deactivate one or more MetroCells, or terminate this Attachment and permanently deactivate the System, under the following circumstances:

5.1.1 If the FCC, respective state Public Utilities Commissions, or any other regulatory agency or legislative body promulgates any rule, regulation, or order that has the effect of prohibiting or adversely affecting AT&T's ability to fulfill its obligations hereunder;

5.1.2 If harm would result to the Network or to AT&T's customers if the System remained in operation;

5.1.3 If AT&T is unable to eliminate any Interference caused or exacerbated by the System or any MetroCell(s); or

5.1.4. If at any time AT&T discontinues the sale and support of MetroCells generally, or replaces them with products having enhanced capacity or functionality. If Customer thereafter chooses to maintain MetroCell service, AT&T may require Customer to upgrade to such enhanced product, subject to additional costs, terms and conditions.

5.2 In the event of a deactivation, suspension, or limitation of the System hereunder, AT&T will provide commercially reasonable notice where possible, but may, in its sole discretion, take action immediately and without notice where necessary to protect the System, AT&T suppliers, other customers, or the Network. Such deactivation, suspension, or limitation will not constitute a breach of this Attachment or of the Agreement, and will not create any liability from AT&T to Customer or any users of Customer's System.

5.3 Upon the permanent deactivation of the System for any reason (i) the rights granted to Customer herein, including all licenses to software, will terminate and (ii) Customer must immediately cease all use of the System and the MetroCell website.

6. MONITORING

AT&T will monitor the operation of Customer's MetroCell twenty-four (24) hours per day, seven (7) days per week, in order to confirm that the System (i) is running properly, (ii) responds correctly to status checks, and (iii) is not causing Interference to the Network or to the transmission facilities, equipment, service, or frequencies of AT&T or any other carrier. Customer agrees to configure its LAN and associated equipment to provide AT&T with IP access to the MetroCell via the Transport, and will not modify the hardware or software configuration of the System to interfere with AT&T's monitoring ability. If

any problems are discovered, AT&T may at its option disable or disconnect the MetroCell(s) or any portion of the System to determine the cause. Customer will reasonably cooperate with AT&T in resolving any problems or Interference. If deemed necessary by AT&T, Customer will provide physical access to the Premises and the System as described in Sections 3.2 and 3.3, above, for configuration, inspection, or Modification by AT&T. AT&T will not be liable to Customer or to any users of the System in any way, for any service interruption or System downtime.

7. SYSTEM PERFORMANCE AND REGULATORY REQUIREMENTS

7.1 Customer understands and agrees that each System impacts Network capacity and performance, and that, due to the nature of RF, a System may not provide coverage for the entire corresponding Premises. Customer also understands and agrees that from time to time AT&T may, in its sole discretion, make Modifications to the Network.

7.2 Federal Communications Commission ("FCC") regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned Frequencies, which AT&T will do in accordance with the terms of this Attachment. The parties agree that: (a) Customer does not have, and will not acquire through this Attachment or the Agreement any proprietary or ownership rights or interest in the Network, and that AT&T will have the right, in the event of unresolvable Interference, to deactivate the offending MetroCell(s) in its sole discretion. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems used as part of a System installation.

7.3 Customer understands and agrees the System requires Transport, at Customer's sole cost and expense. Customer acknowledges and agrees that failure to support the provision of the Transport as set forth herein will prevent the System from operating properly.

7.4 RF Exposure. AT&T certifies that the MetroCell to be provided to Customer, when operated in accordance with specifications and AT&T's instructions, meets FCC RF safety compliance requirements specified in 47 CFR §1.1310. Details may be found at the MetroCell website. Customer will take the following actions to avoid excess RF exposure to employees, contract workers, and others that may gain proximity to the MetroCell antennas ("Persons with Access"):

7.4.1 Install the MetroCell antennas at a distance of at least one foot away from any area where Persons with Access may routinely be present (i.e. for a time period greater than one minute), including areas of short-term duration such as, but not limited to, a light, light switch, thermostat, HVAC unit or vent, electrical outlet, and signs.

7.4.2 Instruct all Persons with Access to remain at least one foot from the MetroCell antennas;

7.4.3 Instruct all Persons with Access to inform Customer if there is a need to get closer than one foot from the MetroCell antennas;

7.4.4 Instruct all Persons with Access to coordinate work near the MetroCell antennas with Customer;

7.4.5 Deactivate the System or MetroCells when needed, in the manner instructed by AT&T, if Persons with Access need to work near the MetroCell antennas. When deactivation is required, Customer will notify the Persons with Access when the System or MetroCells are deactivated, ensure that the System or MetroCells remain deactivated while work is performed, and reactivate the System or MetroCells when all work is complete and all Persons with Access are located at least the required distance away from the MetroCells; and

7.4.6 Follow such other instructions as AT&T may deem appropriate from time to time, including, but not limited to, the installation and maintenance of any notice, caution, and warning signs and any RF transparent screen/shield. Customer will refer to the appendix to the Installation Guide for AT&T contact information.

7.5 911 calls placed over the MetroCell will send to the applicable emergency response center the address provided by Customer during online registration, to summon first responders (i.e., police, medical assistance, or fire) to the Premises. If the MetroCell is used at a location different from the address provided at registration, FIRST RESPONDER DELAYS ARE LIKELY; therefore, Customer MUST keep the address on its MetroCell account up to date. If the MetroCell is moved to a new location, the address information must be updated immediately. Details and management options are available at the MetroCell website.

911 calls placed while connected to the MetroCell will send the address provided at registration to First Responders. 911 calls that do not connect through the MetroCell will route based upon how the wireless Network determines location. The MetroCell requires electrical power and internet service to work. No calls—including 911 calls—placed during a power failure or internet outage will be connected through the MetroCell. Anyone within range of a MetroCell may be able to connect through the MetroCell to place a call to 911. Customer agrees not to do anything to block or prohibit such calls from being connected.

7.6 AT&T MetroCells may be used only where AT&T is authorized to provide wireless service. Additionally, MetroCell operation may be limited or non-existent in certain places within AT&T's Network coverage area. The physical address at which a MetroCell has been installed will be verified by AT&T from time to time, but buildings, landforms, or other obstructions can obstruct satellite and cell tower signals. If at any time AT&T is unable to verify that the device is located at its stated address and within an AT&T authorized service area, the MetroCell will be taken out of service. Customer may reactivate a MetroCell taken out of service by correcting the address information at the MetroCell website, and then following the activation instructions in Section 4, above.

8. DISCLAIMER OF WARRANTIES; INDEMNITIES; CERTAIN LIMITATIONS

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES TO THE FOLLOWING DISCLAIMERS TO THE EXTENT PERMITTED BY APPLICABLE LAW:

THE METROCELL AND SERVICE ARE PROVIDED ON AN "AS IS" BASIS, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, AND AT&T EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, AT&T WILL PROVIDE LIMITED WARRANTY REPLACEMENT SERVICE AS SET FORTH BELOW.

9. ADDITIONAL TERMS

9.1 AT&T MetroCells are sold for use on AT&T systems and Network and are not compatible with other wireless systems. The MetroCell is intended for use only with AT&T mobile devices.

9.2 To take advantage of all the benefits and System features, Customer may need to provide additional hardware or software, and pay monthly access and/or per use charges.

9.3 The MetroCell service is offered on a month-to-month basis. AT&T reserves the right to: (i) modify or discontinue the MetroCell service in whole or in part; and/or (ii) terminate the MetroCell service in accordance with Section 5. AT&T may make changes to the MetroCell services, prices, technical specifications, product offerings, and any other information and materials in or related to the MetroCell service at any time and without notice.

10. DEFINITIONS

10.1 “Authorized User” means an AT&T wireless subscriber specifically authorized by Customer to access and use the features of the MetroCell. Authorized User control is only available when Customer uses the MetroCell in Closed mode. Also referred to as “Approved User”.

10.2 “EULA” means the End User License Agreement.

10.3 “Frequency” or “Frequencies” means the frequencies used by an AT&T affiliate to provide wireless telecommunication services and features.

10.4 “Interference” means undesired RF energy that can degrade the quality of, among other things, the Network, transmission facilities, equipment, service, and/or frequencies, which may result in distorted conversations, dropped calls, blocked calls, and or similar issues for AT&T, its affiliates, and/or other carriers.

10.5 “LAN” means Local Area Network, a system that has networking equipment and/or computers in close proximity to each other capable of sharing resources and information.

10.6 “MetroCell” means a high capacity, low power small cell radio for Network coverage; also referred to as the “Device”.

10.7 “MetroCell website” means the web address located at att.com/metrocell, available to Customers in accordance with this Attachment, at which Customer may manage certain functions of the MetroCell. In addition, installation, usage, and other information may be found regarding the MetroCell, as well as regulatory information, guides, and explanations of other items set forth herein.

10.8 “Modifications” means any modifications, enhancements, expansions, upgrades, or equipment replacement, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.

10.9 “Network” means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

10.10 “Premises” means the physical location(s) owned, leased, or otherwise controlled by Customer in which the System is installed and maintained.

10.11 “RF” means radio frequency.

10.12 “System” means an in-building wireless radio telecommunications system comprised of one or more MetroCells, any related transmission facilities, and any related equipment and cabling that may be provided by AT&T for use on the Premises to enable enhanced RF coverage from the Network.

10.13 “Transport” means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points.

11. WARRANTY

One-Year Limited Warranty

AT&T warrants to the first retail purchaser of an AT&T MetroCell device that, should this product or any part be proved defective in materials or workmanship, from date of purchase, as evidenced by AT&T billing records for a period of one (1) year, then it will be subject to the terms of this one-year limited warranty. Such defects will be repaired or replaced without charge for parts or labor directly related to the defect.

LIMITATIONS AND EXCLUSIONS: This warranty does not apply to any cost incurred for removal or reinstallation, or to any product or part thereof which has suffered through normal wear and tear, alteration, improper installation, physical abuse, misuse, neglect or accident. Damage resulting from an act of God, including but not limited to fire, flood, earthquake and other natural disasters will be excluded. This limited warranty is in lieu of all other warranties, express or implied either in fact or by operations of law, statutory or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for a particular use. AT&T does not authorize any other person to assume any liability beyond the warranty herein described. In no event, whether based in contract, tort or any other legal theory, will AT&T or any of its agents or sellers be liable for incidental, consequential, indirect, special, or punitive damages of any kind resulting from the use of this product, including but not limited to interrupted or incomplete phone calls, omission or negligence arising out of any breach of this warranty. In no event will AT&T or its agents or sellers be liable for any damages however defined in an amount in excess of the purchase price.

Customers who believe they require warranty service should call the Product Management Center at 877.996.7017, 24 hours a day, 7 days a week. When the system prompts you, enter the PIN METRO or 63876. A Customer Care representative will take information over the phone to attempt to diagnose and remedy the issue. If the Customer Care representative determines that warranty service is required, the representative will provide instructions on how to return the device for repair or replacement.