

AT&T Remote Mobility Zone Attachment

1. **AT&T Remote Mobility Zone.** Pursuant to the terms and conditions of the Agreement, this Attachment and applicable Sales Information, AT&T will provide ARMZ to Customer.

2. **General.**

2.1 ARMZ is only available within the continental United States (and Hawaii & Alaska upon request) where AT&T is licensed to provide cellular telephone service. ARMZ Monthly Service and ARMZ Per-Day Service options include ongoing management services from AT&T.

2.2 ARMZ operates on the AT&T HSPA + (4G) network as either an Open Network, a Semi-Private Network or a Private Network. Customers requesting a Private Network must provide AT&T with an initial User List no later than 45 days before ARMZ is provisioned. AT&T reserves the right to monitor and change the User Lists at any time for security, fraud, technical limitations, regulatory changes or other reasons as determined by AT&T. Under no circumstances will Customer receive any compensation related to users or 3rd party's access to or use of ARMZ. Users of Open Networks acknowledge that access to ARMZ is available to any AT&T wireless subscriber or other parties that have access to Service. Users of Semi-Private Networks acknowledge all ARMZ users will have access to ARMZ.

2.3 Additional connectivity services, such as satellite or local area network, must be provided by Customer or purchased from AT&T.

3. **Equipment.** End Users must have a Plan and compatible Equipment for commercial use on UMTS/HSPA/HSPA+/LTE and future cellular networks and capable of performing voice calls and data sessions or roaming on ARMZ.

4. **Charges; Discounts; and Billing.**

4.1 **Charges.** ARMZ incurs Service usage and charges. Service usage incurred in connection with ARMZ will be charged as specified in the corresponding Plan. ARMZ Per-Day Service includes a two hour test window, one day per month. Any usage over that two hour test window will result in additional charges. Customers may move from ARMZ Per-Day Service to ARMZ Monthly Service at any time.

4.2 **Discounts.** ARMZ does not receive the MSC Discount, the Equipment Discount, or any other discount, promotion or offer otherwise available under the Agreement or otherwise to AT&T's customers.

4.3 **Billing.** Billing begins forty-eight hours after an ARMZ Unit is delivered.

5. **Customer Responsibilities.** Customer must not tamper with the International Mobile Equipment Identification (IMEI) of any ARMZ Unit, or assign the same IMEI to more than one ARMZ Unit. Customer and/or any qualified End User must not program a Number into any other ARMZ Unit other than the one authorized by AT&T. Customer is responsible for:

5.1 Creating and maintaining Customer's User List.

5.2 Providing all forms of connectivity to support a VPN branch-to-branch connection for Customer's Site unless connectivity is provided by AT&T.

5.3 Limiting the use of ARMZ solely to (a) on-board a Vessel outside the Line of Demarcation; (b) on-board a Vessel not At Sea and inside the Line of Demarcation; or (c) in a No Service Area or Underserved Area when installed on a Vehicle, Station or Site or on a Vessel not At Sea.

5.4 Providing an uninterruptible power supply.

5.5 Providing, installing and maintaining, all at Customer's sole expense, all interconnect cables at Customer's Site.

5.6 Performing any and all boring and/or drilling of openings necessary and appropriate for Customer's Site and installing all cables required in connection with the installation or maintenance of an ARMZ Unit.

5.7 Providing sufficient system capacity and bandwidth to support connectivity for Customer's Site when not provided by AT&T as part of ARMZ.

5.8 Obtaining all authorizations, licenses, permits and approvals required under applicable United States laws and regulations or the laws of any government, department or authority to use ARMZ at Customer's Site.

5.9 Providing rack space to accommodate an ARMZ Unit in a designated room at Customer's Site.

5.10 When applicable, providing accommodations and food for crew designated by AT&T on board a Vessel during any installation and test period, and from time-to-time thereafter for reasonable testing, maintenance, and repair activities.

5.11 Ensuring equipment used by Customer, other than an ARMZ Unit, is compatible with ARMZ and complies with FCC regulations, federal regulations, and state laws.

5.12 Establishing network connectivity, handling bandwidth requirements, all ongoing management and complete deployment of connectivity services when Customer provides backhaul into the AT&T network. In order to experience the capabilities of the HSPA/HSPA+ Gold Service or the HSPA/HSPA+ Platinum Service, Customer's backhaul must be capable of providing consistent speeds of at least 3Mbps (Gold) or 10Mbps (Platinum) and Customer must dedicate 4Mbps (Gold) or 11Mbps (Platinum) for use solely by ARMZ.

6. Warranty. An ARMZ Unit provided by AT&T for Customer under the terms of the Agreement includes a limited, non-transferable sixty-day warranty. AT&T will repair or replace any part of an ARMZ Unit that fails to perform within the first sixty days after delivery. Warranty is limited to defects in materials and workmanship in an ARMZ Unit and includes services required or associated with Customer placing an ARMZ Unit back in full service. Warranty does not cover any ARMZ Unit that is destroyed or rendered inoperable, misused, neglected, misplaced, modified, or not maintained by Customer, its employees, representatives, agents or subcontractors including Customer's exposure of the ARMZ Unit to weather, lightning and electrical surges. For purposes of this warranty, the term "destroyed" includes, among other things, exposure to extreme environmental conditions (both manmade and natural), other damage that is directly the result of mishandling an ARMZ Unit, and damage caused in transit or storage. Cases and original shipping containers furnished by AT&T may not be suitable for further or repeated shipping and transport and AT&T makes no representations or warranties on the suitability to use either after initial

delivery of an ARMZ Unit from AT&T to Customer. Any modification to an ARMZ Unit negates any rights Customer may have under this warranty.

EXCEPT FOR THE FOREGOING, AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY OR NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES OR THE SALE OF OR CUSTOMER'S USE OF AN ARMZ UNIT OR THAT THE OPERATION OF SUCH ARMZ UNIT OR PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, ALL SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED BY AT&T. AT&T DOES NOT WARRANT THAT THE SERVICES WILL WORK WITH ANY EQUIPMENT, CELLULAR TELEPHONES OR DATA DEVICES PROVIDED BY ANYONE OTHER THAN AT&T OR ITS AFFILIATES.

7. Restrictions.

7.1 AT&T does not guaranty and is not liable for the security of wireless transmissions.

7.2 Customer may not resell ARMZ.

7.3 ARMZ is intended for use in Underserved Areas, No Service Areas or areas predetermined by coordination between Customer and AT&T.

7.4 ARMZ will be automatically disabled and incapable of being On Air in areas in which: (i) the ARMZ Unit is not required to complete a call or provide service, (ii) operation of the ARMZ Unit is in violation of FCC rules and/or the law, (iii) AT&T is not licensed to provide service or (iv) the ARMZ Unit cannot be supported due to lack of resources.

7.5 ARMZ Units, if not installed as a permanent Site, are provided for emergency backup only and cannot serve as a primary communications service.

7.6 ARMZ, when installed in a Vessel At Sea, will be automatically disabled and incapable of being On Air when the Vessel is closer to the shore than the Line of Demarcation. When installed on a Vessel, Customer may utilize the ARMZ when the Vessel is closer to the shore than the Line of Demarcation solely in emergency situations and Customer agrees that any such use of ARMZ is at Customer's sole risk and responsibility. AT&T reserves the right to adjust the Line of Demarcation based on changes in the law or regulatory processes or based on engineering, personnel, spectrum or operational constraints.

7.7 ARMZ, when installed on a Vehicle, Station or a Vessel not At Sea will be automatically disabled and incapable of being On Air when the Line of Demarcation is crossed because the ARMZ Units are outside the designated Area of Operation.

7.8 AT&T may disconnect an ARMZ Unit from the AT&T network and terminate ARMZ immediately without further obligation if (i) Customer transfers or sells the Vehicle, Vessel, Station, or Site to any person or entity, excluding any affiliate of Customer; (ii) Customer improperly uses or modifies an ARMZ Unit such that the service provided by ARMZ is impacted; (iii) Customer fails to comply with AT&T's operational requirements including, but not limited to, changing configurations, parameters or increasing power; (iv) Customer fails to comply with §8 of this Attachment.

7.9 AT&T may discontinue offering or providing ARMZ at any time due to the actions of federal, state or local government or agency. For more information contact an AT&T Representative or visit www.att.com/armz.

8. **Regulatory Matters.** The undertakings and obligations of Customer under this Attachment are at all times subject to the requirements of applicable United States laws and regulations including, but not limited to, Federal Communications Commission (FCC), Federal Aviation Administration (FAA) regulations, as well as local, state and federal environmental, historical and public safety laws and regulations.

8.1 **Government Regulations.** Customer is responsible for compliance with FCC rules related to the operation and placement of an ARMZ Unit. AT&T may disable an ARMZ Unit at any time when Customer or an ARMZ Unit is not in compliance with FCC rules and regulations. Customer acknowledges that changes in the RF Profile by Customer may be prohibited by law. Accordingly, if Customer changes the RF Profile of an ARMZ Unit, Customer is solely responsible for all legal and regulatory impacts of such changes. Customer must complete an FAA tower analysis for all in-field deployments of an ARMZ Unit with the AT&T-supplied antenna mast. Modification or substitution of the mast is not permitted without written permission of AT&T. For permanent or semi-permanent installations, Customer must, upon request, provide proof to AT&T that Customer is in full compliance with all environmental, historical and public safety regulations.

8.2 **Third Party and Emergency Services.** Customer must provide AT&T with thirty days prior written notice of Customer's intent to install any third party network, system or other CMRS capabilities, services, or equipment. If Customer installs, operates, or engages any third party operator to deploy networks that utilize CMRS technologies on, alongside or sharing network facilities of the respective Vehicle, Vessel, Station, or Site, Customer is solely responsible for and assumes all risk related to managing interoperability between any such third party system or network and the Services. AT&T has no liability or responsibility related to the provision of ARMZ and/or the ARMZ Unit if Customer installs, operates, and engages any third party operators deploying networks that utilize CMRS technologies on the Vessel, Vehicle, Station or Site. Customer is responsible for all costs of services related to interoperability testing required to achieve interoperability of the respective networks. ARMZ does not include typical connectivity to emergency response services, including emergency "911" dialing services, in any jurisdiction (inside or outside the Line of Demarcation) or international waters when installed on a Vessel. For some installations that are Closed Networks on a Vehicle or Station, or with special permission of AT&T on some Vessels, AT&T will connect "911" calls or emergency calls to a requested number when permitted by law or a specific PSAP destination when permitted by law and the Customer designates in writing a specific area in which an ARMZ Unit will be located and operated. AT&T has no responsibility or liability related to any connectivity to, use of, or the provision of any emergency related services when operating an ARMZ Unit or when Customer is traveling while connected to equipment outside an area served by the Customer's designated PSAP routing. "911" call routing is geographically based and, as such, Customer must specify in writing the PSAP routing for the county or geographical Area of Operation for AT&T when operating in the respective area that corresponds to the desired "911" destination. If Customer wishes to operate outside of its designated Area of Operation with permission of AT&T, Customer must provide new PSAP information with 24 hours advance notice of operational deployment. If at any time Customer operates outside of its designated area that corresponds to its requested PSAP, the ARMZ Unit may disable, not be On Air and/or not route "911" emergency calls.

9. **Definitions.** In addition to the terms defined elsewhere in the Agreement, the following terms have the meanings ascribed to them in this Attachment:

9.1 **"Area of Operation"** means a finite and bound geographical area in which the ARMZ Unit is permitted to operate by AT&T and in which the Customer can reasonably expect full ARMZ functionality.

9.2 **"ARMZ"** means the AT&T Remote Mobility Zone solution, as more fully described in this Attachment.

9.3 **"ARMZ Monthly Service"** means, as an alternative to ARMZ Per-Day Service, a contractual arrangement in which Customer pays AT&T a monthly service charge as part of a subscription to a specific term which includes ongoing ARMZ use.

9.4 **"ARMZ Per-Day Service"** means, as an alternative to ARMZ Monthly Service, a contractual arrangement in which the Customer only pays AT&T when an ARMZ Unit is On Air in addition to what will include an original setup fee and yearly fee. Usage is billed in full day increments and daily usage is rounded up to the nearest full day. For avoidance of doubt an ARMZ Unit will not be On Air at times in which the Customer has either not notified, compensated or is contractually bound to compensate the AT&T for the use of ARMZ Per-Day Service.

9.5 **"ARMZ Unit"** means the wireless receiving and transmitting equipment and related equipment including, but not limited to, satellite, routing and PCs, programmed with a Number and provided by AT&T and purchased by Customer but does not include Equipment.

9.6 **"At Sea"** means a Vessel operating in a body of water that is not within United States jurisdiction and or contiguous to jurisdictional areas bound by the borders of the United States its territories and its territorial waters.

9.7 **"Closed Network"** means a Private Network or Semi-Private Network in which an ARMZ Unit allows only a select list (User List) of AT&T customers to access ARMZ.

9.8 **"CMRS"** means commercial mobile radio service.

9.9 **"HSPA/HSPA+ Gold Service"** means a service level for ARMZ that provides Customer up to 100 simultaneous calls and up to 3 Mbps Data.

9.10 **"HSPA/HSPA+ Platinum Service"** means a service level for ARMZ that provides Customer up to 100 simultaneous calls and up to 10 Mbps Data.

9.11 **"Line of Demarcation"** means the point in international waters at least twelve miles from shore anywhere in the world and is the line which an ARMZ Unit cannot cross without authorization from AT&T. The Line of Demarcation is also the point at which the ARMZ Unit will disable, not be On Air, lose functionality or emergency call routing (i.e., 911) based on both foreseen and unforeseen network, personnel, spectrum or geographical constraints. The Line of Demarcation may be changed or modified by AT&T, in its sole discretion, by providing thirty days prior written notice to Customer, or may change automatically based upon any change or modification to the laws or regulations of any government related to the provision of the Services and without notice to the Customer.

9.12 **"No Service Area"** means an area in which there is unsuitable signal to carry a cellular call or mobile data session.

9.13 **"Number"** means a ten-digit telephone number or Wireless IP Network Entity Identifier ("NEI") activated with Service under or transferred to this Agreement.

9.14 "On Air" means the time when an ARMZ Unit is transmitting radio frequency and/or has mobile phones attached to the AT&T network with the ability to process calls, data or short message services.

9.15 "Open Network" means a configuration of an ARMZ Unit such that access is available to any AT&T customers or other parties that have access to AT&T's wireless network.

9.16 "Private Network" means a configuration of an ARMZ Unit such that only those users on the Customer's User List can access the Customer's specific ARMZ Unit.

9.17 "PSAP" means Public Safety Answering (or Access) Point; a geographically based call center responsible for answering calls to an emergency telephone number for police, firefighting, ambulance or other emergency services.

9.18 "RF Profile" means the radio frequency (RF) emissions characteristics as a function of an ARMZ Unit's output power, external power boosters, antenna placement, antenna pattern, as well as RF reflected and refracted power from an ARMZ Unit due to nearby installed facilities as applicable to the AT&T-supplied ARMZ Unit and AT&T prescribed placement of the antenna.

9.19 "Semi-Private Network" means a configuration of an ARMZ Unit such that anyone on any ARMZ User List is able to access an ARMZ Unit.

9.20 "Site" means a fixed or permanent deployment in which an ARMZ Unit is designed and used to cover a specific, finite or defined area and not intended to be moved or ad-hoc deployed for three months or longer.

9.21 "Station" means a fixed but temporary deployment location for an ARMZ Unit including, but not limited, to field deployments or ad-hoc configurations related to ground or personnel forward deployments.

9.22 "Underserved Area" means an area in which intermittent yet frequent coverage or capacity problems prevent Customer from conducting cellular calls or mobile data sessions due to limited radio frequency coverage or radio capacity resources as designed or as the result of an event which places unforeseen demands on the cellular network.

9.23 "User List" means a Customer-provided list of its authorized End Users which AT&T will grant rights to access the Customer's Closed Network or Open Network.

9.24 "Vehicle" means a mobile but terrestrial bound entity such as a car, truck, SUV, van, bus, or military equipment of equivalent mobility or functionality.

9.25 "Vessel" means a mobile entity restricted to operations at sea, on a lake or navigable river such as a boat, ship, yacht, ferry, barge or other mobile floating platform.