

1. Service.

1.1 AT&T Markets. Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time.

1.2 Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in AT&T Markets and where roaming is available through other carriers (each, a "**Service Area**"). AT&T may from time to time add or delete Service Areas, and AT&T may terminate Service to Customer's CRU(s) in any such deleted Service Area and/or terminate the Agreement if the Service Area deletion affects all of Customer's CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, AT&T does not guarantee Customer uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. AT&T may block access to certain categories of numbers (for example, 976, 900 and international destinations) at its sole discretion. In addition, AT&T may interrupt, suspend or terminate a CRU's Service without notice for any reason, including, but not limited to, the following:

(a) any conduct that AT&T believes violates the Agreement (including, without limitation, any terms and conditions of Customer's Plan) or AT&T's Acceptable Use Policy;

(b) in an abusive, derogatory, insulting, threatening, vulgar or similarly unreasonable language or behavior directed at any of AT&T's employees or representatives, whether in person, over the phone, or in writing;

(c) any abusive use of the AT&T network or Services;

(d) Customer or a CRU uses any Equipment and/or Services for an unlawful or fraudulent purpose;

(e) Customer or a CRU uses any Equipment and/or Services in any way that: (i) is harmful to, interferes with, or negatively affects AT&T's owned network, other customers, or the network of any other provider, (ii) is harmful to, interferes with, or negatively affects the Services or AT&T's operations, (iii) infringes intellectual property rights of AT&T or others, (iv) results in the publication of threatening offensive or illegal material, or (v) generates or constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy;

(f) Customer or a CRU resells the Services, either alone or as part of any other good or service;

(g) upon receipt of an order by a state or federal agency;

(h) Customer fails to make all required payments when due;

(i) Customer's credit has deteriorated and/or AT&T believes that there is a risk of non-payment; (j) Customer refuses to pay any required advance payment or deposit and/or provides inaccurate or misleading credit information; or

(k) Customer or a CRU modifies any Equipment from its manufacturer's specifications.

AT&T's rights under this Section are in addition to any specific rights that are reserved in other provisions of the Agreement to interrupt, suspend, modify, or cancel Customer's Services and/or terminate the Agreement.

2. Plans; Sales Information. Customer may choose from Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by AT&T from time to time. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer (including, without limitation, any Supplemental Service) selected when Service is activated or changed. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Customer is subject to (a) the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms, and (b) product-specific pricing and/or terms and conditions set forth in separate product briefs, rate brochures, service guides, ordering documents or acknowledgements, or other marketing materials provided by AT&T at Customer's request and/or found at att.com/abs-addtl-terms, at wireless.att.com/businesscenter, or at such other site that AT&T may designate. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. Customer can contact its AT&T representative for copies of the Sales Information. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas) is subject to change without notice. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Agreement.

3. Equipment.

3.1 Availability. With respect to Numbers provisioned from AT&T Markets, Customer may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by AT&T from time to time. Specific models of Equipment are subject to availability limitations.

3.2 General. Customer is responsible for all phones and other Equipment assigned to Customer and/or its CRUs under Customer's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from AT&T or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of AT&T's wireless network, including those that work while on AT&T's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. AT&T may periodically program Customer's Equipment remotely with system settings for roaming service, to direct Customer's Equipment to use network services most appropriate for Customer's CRUs' typical usage, and other features that cannot be changed manually. Customer agrees that Customer and/or its CRUs won't make any modifications to the Equipment or its programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

3.3 Shipping, Title and Risk of Loss. Subject to availability, and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by Customer and/or its End Users to the address specified in the order within two (2) to five (5) business days of AT&T's receipt of the order. Title and risk of loss to the Equipment will pass to Customer upon delivery of the Equipment to the address specified in the order; however, title and risk of loss to Equipment shipped to American Samoa, Guam, and the Northern Mariana Islands will pass to Customer over international waters.

4. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to purchase activate, migrate, terminate, or otherwise modify Service or to purchase Equipment, as may be modified from time to time. Customer authorizes AT&T to provide information about and to make changes to Customer's account, including adding new Service, upon the direction of any individual representative of Customer able to provide information AT&T deems sufficient to identify Customer. Any order for Service and/or Equipment that Customer's representative submits to AT&T will be binding upon Customer pursuant to the terms and conditions of the Agreement. AT&T may reasonably rely on the authority of any person who executes an order on Customer's behalf. Customer consents to the use by AT&T or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Customer and/or its CRUs to advise Customer and/or its CRUs about AT&T's Services or other matters AT&T believes may be of interest to Customer and its CRUs. In any event, AT&T reserves the right to contact Customer and/or its CRUs by any means regarding customer service-related notifications, or other such information.

4.2 Additional Products, Services, Equipment, and Programs. AT&T may make additional products, services, Equipment and/or programs available to Customer through Attachments posted under the "Additional Products, Services, Equipment and Programs" section of the Program Website (collectively, "Optional Programs"). To the extent Customer orders, pays for, or otherwise receives the benefit of any products, services, Equipment and/or programs, Customer will be bound by the rates, terms and conditions set forth in the corresponding Attachment, as well as in any Sales Information referenced therein, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.

4.3 Identification and Password. Before Customer may use certain AT&T online activation, enrollment, configuration and/or support services, an authorized representative of Customer must register with AT&T and create a login identification ("ID") and password. Use of this ID and password will enable Customer and/or its employees and agents to make certain changes to Customer's and/or CRUs' account(s). Customer is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Customer, or issued to Customer by AT&T, for purposes of giving Customer access to activation, enrollment, configuration and support services. AT&T is entitled to rely on information it receives from Customer or its agents and may assume that all such information was submitted by or on behalf of Customer.

4.4 Supplemental Services. AT&T may also make available to Customer certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized AT&T to resell to Customer and distribute to Customer, or provide Customer with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. Available Supplemental Services are listed at att.com/abs-addtl-terms, as modified by AT&T from time to time, and may include, without limitation, products that enable fleet tracking, mobile productivity, or workforce automation and/or messaging, email, email forwarding or other server software-based services (collectively, "Supplemental Services"). Customer acknowledges that (a) Customer is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by Customer and/or its CRUs, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference, and (b) Customer is also subject to the third party's EULA and other terms and conditions for any Supplemental Service selected by Customer and/or its CRU. Supplemental Services are subject to change without notice.

5. Payment and Charges.

5.1 Payment. Customer must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, activation, optional feature charges, license fees, toll, collect call and directory

assistance charges, Equipment, Supplemental Services, and any other charges or calls billed to a CRU's phone number. Customer may be billed for multiple types of usage simultaneously. Customer must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Customer, a CRU, AT&T or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined below). For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice.

5.1.1 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T, including, without limitation, a Property Tax Allotment surcharge applied with respect to each Corporate Responsibility User's assigned Number. These are not taxes or government-required charges. Customer understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Customer, may be increased based upon the government's or AT&T's calculations. See att.com/mobilityfees for more detail on the applicable discretionary charges.

5.1.2 Invoicing. Customer agrees to Paperless Billing unless the customer requests paper billing by requesting paper billing during the online account creation process or updating the Customer's Paperless Billing preference online. Invoices will be available electronically online in AT&T's Billing Platform (i.e., the eBill application). By agreeing to Paperless Billing, CUSTOMER CONSENTS to AT&T providing electronically periodic service bill and all disclosures, notices, records, and other types of information that would, under AT&T practice, be included with AT&T paper bills and any other related account payment communication or information, including but not limited to service suspension, cancellation, and collection related communications. For Paperless Billing, you must have Internet access and a valid email account. Additional charges may apply for paper summary invoices, additional copies of invoices, or for detailed information about Customer's usage of Services. For important details, see AT&T's Paperless Bill and Bill Notice Disclosures: <https://www.att.com/legal/terms.exhibitV.html>. Further, Customer agrees to provide to AT&T through AT&T's processes an email address for Paperless Billing notification. Customer agrees to maintain its paperless email notification address and will update AT&T of any need to change or update its email address for Paperless Billing purposes.

5.1.3 Auto Bill Pay. If you enroll your account for automatic bill payments ("AutoPay or Auto Bill Pay"), you authorized AT&T to charge your debit/credit card or bank account automatically to pay your monthly statements, as well as any unpaid balances and fees if your AT&T service is disconnected. To cancel your authorization for Auto Bill Pay, you must call 800-331-0500. You should also contact your card issuer or financial institution to advise that you have cancelled your enrollment. You will lose any promotional credits associated with your account if you opt out from Auto Bill Pay.

5.1.4 Payment Upon Cancellation. If you were required to provide a credit or debit card to establish service, you acknowledge you have the authority to authorize charges to that card. This may or may not be the same credit or debit card used for Auto Bill Pay. By giving us your credit or debit card information, which you can change at any time by contacting us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation of service. You also acknowledge and agree that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date and, additionally, that AT&T may obtain such updated information through payment card networks, card issuers or other third party sources to which you may have been required to provide credit or debit card information.

5.2 Charges.

5.2.1 Generally. If Equipment is shipped to Customer or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Customer may be charged for Services while the Equipment is still in transit. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges are billed in arrears if Customer is a former customer of AT&T Wireless and maintain uninterrupted service on select Plans; however, if Customer elects to receive invoices for Service combined with Customer's wireline phone bill (where available), Customer will be billed in advance as provided above. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Customer's Anytime monthly minutes in the month in which the calls appear on Customer's bill. Customer also remains responsible for paying the monthly service fee if Service is suspended for nonpayment. AT&T may require payment by money order, cashier's check, or a similarly secure form of payment at AT&T's discretion. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular Services, Equipment and Supplemental Services may incur charges in a different manner than set forth herein, and AT&T will advise Customer of any such differences in the corresponding Attachment and/or Sales Information. Certain Supplemental Services and non-stocked Equipment may be billed to Customer's or its CRUs' invoices, as applicable, by AT&T on behalf of the third-party provider pursuant to the terms and conditions of AT&T's Alliance Billing Service Attachment found at the Program Website. AT&T will advise Customer when the Alliance Billing Service applies.

5.2.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL CHARGEABLE TIME IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed. All outgoing calls on AT&T's wireless network for which AT&T's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for AT&T to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of AT&T's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

5.2.3 Wireless Data Service Charges. DATA TRANSPORT OR USAGE IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT OR USAGE IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT/USAGE FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT/USAGE USED ON EACH DATA SESSION. TRANSPORT OR USAGE IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. DATA TRANSPORT/USAGE OCCURS WHENEVER CUSTOMER'S DEVICE IS CONNECTED TO AT&T'S WIRELESS NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, AS DISCUSSED IN MORE DETAIL IN SECTION 4.4 OF THE ENTERPRISE CUSTOMERS: ADDITIONAL SERVICE AND EQUIPMENT RELATED TERMS PORTION OF THE AGREEMENT FOUND AT ATT.COM/ABS-ADDTL-TERMS. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. AT&T's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (for example WAP) while on AT&T's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

5.3 Software. Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such AT&T terms and conditions and they take precedence over the Agreement as to such software. For the avoidance of doubt, software referred to herein does not include Software as defined in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms or any Supplemental Service.

5.4 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to AT&T in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Customer will pay the entire undisputed amount of the invoice. AT&T, Customer and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to AT&T.

5.4.1 Unauthorized Charges to Equipment. *(California Customers Only)* Customer is not liable for charges it did not authorize, but the fact that a call was placed from a CRU's Equipment is evidence that the call was authorized. Unauthorized charges may include calls made to or from a CRU's Equipment after it was lost or stolen. Once Customer reports to AT&T that the Equipment is lost or stolen and such Customer Equipment is suspended, Customer will not be responsible for subsequent charges incurred by that Equipment. Customer can report its Equipment as lost or stolen and suspend Services without a charge by contacting AT&T at the phone number listed on your bill or at wireless.att.com. If Customer notifies AT&T of any charges on its bill it claims are unauthorized, AT&T will investigate. If there

are charges on Customer's bill for calls made after the Equipment was lost or stolen, but before Customer reported it to AT&T, and if Customer notifies AT&T of the disputed charges, AT&T will investigate. Customer may submit documents, statements and other information to show any charges were not authorized. AT&T will advise Customer of the result of its investigation within 30 days. If Customer does not agree with the outcome, Customer may file a complaint with the California Public Utilities Commission and Customer may have other legal rights. While an investigation is underway, Customer does not have to pay any charges it disputes or associated late charges, and AT&T will not send the disputed amount to collection or file an adverse credit report about it. While Customer's Equipment is suspended Customer will remain responsible for complying with all other obligations under the Agreement, including but not limited to, the associated Monthly Service Charge(s). Both Parties have a duty to act in good faith and in a reasonable and responsible manner including in connection with the loss or theft of Customer Equipment.

5.5 Late Payment Fee. Late payment charges are based on the state to which the area code of the first Number assigned to Customer's billing account is assigned by the North American Numbering Plan Administration (for area code assignments, see nationalnanpa.com/area_code_maps). If Customer has a single consolidated invoice across multiple billing accounts, the late payment fee will be calculated based on the Customer address associated with the Customer's foundation account profile. Customer will pay AT&T a late payment fee equal to the lesser of up to one and one-half percent (1.5%) per month (prorated daily) of any amount not paid by the due date, or the highest amount allowed by applicable state law or tariff; provided, however, that, with respect to amounts not paid by Customer in accordance with Section 5.4 above, AT&T and Customer agree that the late payment fee will accrue on the unpaid disputed amount as set forth above during the dispute resolution process but that Customer will only be liable for the late payment fee to the extent the dispute is resolved in favor of AT&T. In the event Customer fails to pay billed charges when due and it becomes necessary for AT&T to refer Customer's account(s) to a third party for collection, AT&T will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs AT&T has incurred on such account(s) through and including the date on which AT&T refer(s) the account(s) to such third party.

5.6 Advance Payments and/or Deposits. AT&T may require Customer to make deposits or advance payments for Service, which AT&T may offset against any unpaid balance on Customer's account. Interest won't be paid on advance payments or deposits unless required by law. AT&T may require additional advance payments or deposits if AT&T determines that the initial payment was inadequate. Based on Customer's creditworthiness as AT&T determines it, AT&T may establish a credit limit and restrict Service. If Customer's account balance goes beyond the limit AT&T set for Customer, AT&T may immediately interrupt or suspend Service until Customer's balance is brought below the limit. Any charges incurred by Customer's CRUs' in excess of Customer's limit become immediately due. If Customer has more than one account with AT&T, Customer must keep all accounts in good standing to maintain Service. If one account is past due or over its limit, all accounts in Customer's name are subject to interruption or termination and all other available collection remedies. AT&T will charge Customer up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

6. Default, Cure, Termination, and Final Payment.

6.1 Default and Termination. If either party fails to comply with any material term or condition of the Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with Section 6.2 below and may seek any remedies available at law or in equity in accordance with the dispute resolution provisions in Section 9 below.

6.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement must notify the defaulting party in writing in accordance with Section 13.9 below at least 30 days before the

proposed termination date. This written notice must describe the default(s) giving rise to the right to terminate the Agreement, and specify a proposed termination date. The defaulting party must cure the default(s), unless the parties agree to extend the cure period. If the default is not cured within this time, then the Agreement will automatically terminate at the close of business on the termination date specified in the written notice or any agreed extension.

6.3 Termination for Deletion of Service Area. If the deletion of any Service Area materially reduces the Service provided to Customer, then Customer, within 30 days of the effective date of the Service Area deletion, must notify AT&T in writing of its intent to terminate in accordance with Section 13.9 below. Such written notice must specify the material Service Area deletion and must specify a proposed termination date no earlier than 30 days from the date of the notice.

6.4 Final Payment. Upon termination for any reason, Customer will pay to AT&T all amounts it owes through the termination date, including any Cancellation Fee set forth in the agreement.

7. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

7.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, EQUIPMENT OR SUPPLEMENTAL SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE AND/OR SUPPLEMENTAL SERVICE.

7.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE OR SUPPLEMENTAL SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN 24 HOURS.

(b) Section 7.2(a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE, FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES;

(ii) BREACH OF Section 12 (Publicity and Advertising) OR Section 13.6 (Confidential Information), FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES; OR

(iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES; .

(c) NEITHER AT&T NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

7.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE, EQUIPMENT OR SUPPLEMENTAL SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THE AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

7.4 Online Ordering and Fulfillment Portal ("PORTAL"). CUSTOMER AGREES THAT AT&T WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED INTERCEPTION OF AND/OR ACCESS TO THE PORTAL. AT&T'S SECURITY FEATURES FOR THE PORTAL INCLUDE SECURE SOCKET LAYER (SSL) ENCRYPTION TECHNOLOGY AND PASSWORD RESTRICTIONS. IN ADDITION, CUSTOMER AGREES THAT AT&T WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY DELAYS IN PROVIDING INFORMATION ON THE PORTAL OR ANY FAILURE OF THE PORTAL. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO THE PORTAL WILL BE THE TERMINATION OF CUSTOMER'S ACCESS TO THE PORTAL.

7.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in the Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of AT&T, Customer and their respective Affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 7 will survive failure of any exclusive remedies provided in the Agreement.

8. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

9. Informal Dispute Resolution and Binding Individual Arbitration

9.1 Summary. This part of the Agreement outlines how disputes between Customer and AT&T will be resolved through our informal dispute resolution process, individual arbitration, or small claims court. The informal dispute resolution process gives You the opportunity to explain what happened to someone in, or working with, our legal department. Under the terms of this Agreement, AT&T is encouraged to resolve issues early, without going any further.

An "arbitration" is a less formal alternative to a lawsuit or jury trial in court. A neutral third party, called an arbitrator, decides the dispute. The arbitrator applies the same law and can award the same individualized remedies that a court could award but uses streamlined procedures and limits discovery to simplify the

process and reduce costs. The arbitrator's decision is legally binding, and it is subject to very limited review by courts. **Customer and AT&T agree that arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted. This means that Customer and AT&T will neither file a lawsuit (in any court other than a small claims court), nor pursue or participate in an action seeking relief on behalf of others.**

While subsection 9.2 lays out the specifics, here are the steps You would take to resolve a dispute:

Contact customer service. We encourage You to give customer service a call first. A phone call, chat session, or email with us is usually the quickest way to resolve an issue. Check out att.com/contactus/index.html to find the right service or product team for Your issue.

You choose. If You aren't satisfied after talking to customer service, You can choose to file Your individual claim in small claims court or send us a Notice of Dispute, which is required before starting arbitration.

Let's work it out. If You decide not to go to small claims court, start the informal dispute resolution process by sending a Notice of Dispute to our legal department, which You can [complete and send online](#). Customer and AT&T agree to give each other at least 60 days to share information and try to reach an agreement. (We'll use the same process if we have a dispute with You.) At Your or our request, we'll schedule an Informal Settlement Conference to try to reach an agreement by phone or videoconference.

Pursue an arbitration. If the dispute still isn't resolved, You can pursue an individual arbitration. The nation's largest non-profit arbitration provider, the American Arbitration Association (AAA), will administer the arbitration and select the neutral arbitrator, with input from both You and AT&T. Some things to keep in mind:

- AT&T will usually pay all of the arbitration fees (with some exceptions).
- Any hearings will be in the same county as Your billing address, or they might be held by phone or video conference.
- In some cases, if You win, we will pay double attorney's fees (if any) and a minimum of \$10,000.

There are special rules for coordinated (or mass) arbitrations, where the same lawyers or a group of coordinated lawyers seek to file 25 or more similar arbitrations. If You choose to be part of those proceedings, the cases will proceed in stages, so it might take longer to arbitrate Your dispute than it would otherwise.

9.2 Arbitration Agreement

9.2.1 Claims Subject to Arbitration: To the greatest extent permitted by law, AT&T and You agree to arbitrate all disputes and claims between You and AT&T, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class; and

References in Section 9.2 to "AT&T," "Customer," and "the parties" include the parties' respective past, present, and future subsidiaries, affiliates, and related entities, as well as AT&T's, the Customer's, and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and

assigns. References in Section 9.2 to “Customer” also includes all authorized or unauthorized users or beneficiaries of the Services, equipment, or devices provided under the Agreement. Despite this arbitration provision, either Customer or AT&T may bring an action seeking only individualized relief in the small claims court for the county (or parish) where the Customer receives the service at issue, so long as the action is not removed or appealed to a court of general jurisdiction. This arbitration provision does not preclude Customer from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against AT&T on Customer’s behalf. **By entering into this Agreement, Customer and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

Small Claims Option. Despite this arbitration provision, either You or AT&T may bring an action seeking only individualized relief in the small claims court for the county (or parish) of Your billing address, so long as the action is not removed or appealed to a court of general jurisdiction.

This arbitration provision does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Those agencies can, if the law allows, seek relief against us on Your behalf. **By entering into this Agreement, Customer and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision will survive termination of this Agreement.

9.2.2 Dispute Resolution Before Arbitration:

Customer service is available to help and usually can resolve any concerns Customer may have. If that does not work, the first step in the dispute resolution process is to send a written Notice of Dispute (**Notice**). (AT&T will also send Customer a Notice to Customer’s address indicated on the Cover Page or, in the case of online versions of the Agreement, at the address provided during the online contracting process if AT&T raises the dispute). Customer may download the Notice form at att.com/arbitration-forms. The Notice to AT&T may be sent by U.S. mail or professional courier service to Legal Department - Dispute Resolution and Arbitration, AT&T, 208 S. Akard, office 2900.13, Dallas, Texas 75202 (the **Notice Address**), or, alternatively, submitted electronically by following the instructions at att.com/noticeofdispute. The Notice must include all of the information requested on the Notice form, including: (a) the claimant’s name, address, and phone number; (b) Customer’s Account number; (c) the Service(s) (if any) to which the claim pertains; (d) a description of the nature and basis of the claim or dispute; and (e) an explanation of the specific relief sought and the basis for the calculations. The Notice must be personally signed by a valid Customer representative if Customer is the claimant (or by an AT&T representative if AT&T is the claimant). To safeguard Customer’s Account, Customer might be required to provide both its authentication and consent for AT&T to discuss the Account or share Account information with anyone but Customer, including an attorney (**Authentication and Consent**). Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including Customer’s Authentication and Consent, if required) to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement (the **Informal Settlement Conference**). The parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period).

Customer's representative and an AT&T representative must personally participate, unless otherwise agreed in writing. The parties' lawyers (if any) also can participate. **Any applicable statute of limitations or contractual limitations period will be tolled** for the claims and requested relief in the Notice during the **"Informal Resolution Period."** The Informal Resolution Period is the number of days between the date that the complete Notice (and Customer's Authentication and Consent, if required) is received by the other party and the later of (1) 60 days later, or (2) the date the Informal Settlement Conference is completed, if timely requested. Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (If Customer's Notice is part of a mass arbitration, subsection 9.2.7 contains additional requirements for commencing arbitration.) All of the pre-arbitration dispute resolution requirements are essential so that the parties have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration provider shall not accept, administer, assess, or demand fees in connection with such an arbitration. If the arbitration already is pending, it must be dismissed.

9.2.3 Arbitration Procedure. Customer may download a form to initiate arbitration at att.com/arbitration-forms. A copy of the arbitration demand must be sent to the arbitration provider and the Notice Address, and a copy of the Notice must be attached to Customer's arbitration demand. The arbitration will be administered by the American Arbitration Association ("AAA"). The AAA Consumer Arbitration Rules (as modified by this Section 9) will govern claims valued under \$75,000, and the AAA Commercial Arbitration Rules (as modified by this Section 9) will govern claims valued at \$75,000 and above. (If AAA refuses to enforce any part of this arbitration provision, the parties will select another arbitration provider. If there is no agreement, the court will do so.) As in court, the parties agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate represented parties and counsel. All issues are for the arbitrator to decide, except only a court can decide the following:

- issues relating to the scope and enforceability of the arbitration provision,
- whether a dispute can or must be brought in arbitration,
- whether AAA cannot or will not administer the arbitration in accordance with this arbitration provision,
- whether subsection 9.2.2 has been complied with or violated for purposes of awarding relief under that subsection that a court can award, and
- whether subsections 9.2.6 or 9.2.7 have been complied with or violated.

The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. Unless the parties agree otherwise, any arbitration hearings will take place in the county (or parish) of the address at which Customer receives the service at issue. If Customer's claim is valued at \$10,000 or less, AT&T agrees that Customer may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator or through a telephonic, videoconference, or in-person hearing under AAA Rules. If Customer's claim exceeds \$10,000, the right to a hearing will be determined by AAA Rules. During the arbitration, the amount of any settlement offers shall

not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which either party is entitled. Regardless of how the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 9.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

9.2.4 Arbitration Fees: AT&T will pay all fees if AT&T initiates an arbitration. If Customer initiates arbitration of claims valued at \$25,000 or less, AT&T will pay all AAA filing, administration, case-management, hearing, and arbitrator fees, so long as Customer has fully complied with the requirements in subsection 9.2.2 above. In such cases, AT&T will pay the filing fee directly to AAA upon receiving a written request from Customer at the Notice Address or, if AAA requires Customer to pay the filing fee to commence arbitration, AT&T will send that amount to AAA and request that AAA reimburse Customer. If, however, the arbitrator finds that either the substance of Customer's claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the allocation and payment of all such fees will be governed by AAA Rules.

9.2.5 Alternative Payment and Attorney Premium: If Customer commences arbitration of a claim seeking \$25,000 or less after having fully complied with the requirements above in subsection 9.2.2 and the arbitrator issues an award in Customer's favor that is greater than the value of AT&T's last written settlement offer made before the arbitrator was selected, then AT&T will:

- pay Customer the amount of the award or \$10,000 (the **Alternative Payment**), whichever is greater; and
- pay the attorney Customer retained, if any, twice the amount of attorneys' fees reasonably incurred and reimburse any reasonably incurred expenses (including expert witness fees and costs) that Customer's attorney reasonably accrues for investigating, preparing, and pursuing Customer's claim in arbitration (the **Attorney Premium**).

If AT&T did not make a written offer to settle such a dispute before the arbitrator was selected, and the arbitrator awards Customer any relief on the merits, Customer and its attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively. Disputes regarding the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium may be resolved by the arbitrator upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of AT&T's last written settlement offer, the calculation shall include only the reasonable attorneys' fees and expenses Customer incurred pursuing this arbitration through the date of AT&T's settlement offer. The right to the Attorney Premium supplements any right to attorneys' fees and expenses Customer may have under applicable law. Thus, if Customer would be entitled to a larger amount under the applicable law, this arbitration provision does not preclude the arbitrator from awarding Customer that amount. However, Customer may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses.

9.2.6 Requirement of Individual Arbitration: The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND AT&T AGREE THAT EACH MAY

BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both Customer and AT&T agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, private attorney general, or public injunction proceeding. If a court (after exhaustion of all appeals) declares unenforceable any of these prohibitions on consolidation or non-individualized relief (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable aspects of the case will be decided by a court.

9.2.7 Administration of Mass Arbitrations. If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. **Customer agrees to this process even though it may delay the arbitration of Customer's claim.** In the first stage, claimants' counsel and AT&T shall each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators, each of whom is (if feasible) from each claimant's home state. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA shall not assess or demand payment of fees for the remaining cases or administer or accept them. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties shall engage in a single mediation of all remaining cases, and AT&T shall pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation. If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases shall be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants. Between stages, counsel shall meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees. If this subsection applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees. This subsection and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

9.2.9 Puerto Rico Customers:

For Puerto Rico customers, all references to "small claims court" in this arbitration provision should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

9.3 Forum Selection: Unless the parties agree otherwise, to the greatest extent permitted by law, the state and federal courts in Dallas, Texas shall have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the Arbitration Agreement or any of its parts. The parties consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

10. No Class Actions. To the greatest extent permitted by law, all claims between AT&T and Customer related to the Agreement will be litigated individually, and Customer will not consolidate or seek class treatment for any claim unless previously agreed to in writing by AT&T.

11. Use of Service.

11.1 Changes to Numbers. Except as otherwise provided by law, Customer has no property rights to any Number and AT&T may change any such Number.

11.2 Fraud Prohibited. Customer and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Customer's Equipment is lost or stolen, Customer and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting AT&T at the phone number listed on the monthly invoice or via your online account management portal (att.com/myatt or att.com/premier, as applicable). Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T except as otherwise provided by law, and Customer remains responsible for complying with all other obligations under the Agreement including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if AT&T or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Customer notice of its intent to cancel. In the event Customer instructs the Carrier to retain Service, Customer will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Customer will not be liable for IRUs' charges under any such circumstance. Additionally, Customer agrees to adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by AT&T or, if not adopted by Customer, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

11.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

11.4 Ownership. AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Customer may not install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

11.5 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of AT&T's systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

11.6 Customer's Notices to End Users. Customer will advise all its End Users that they must read all collateral materials concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan brochures, coverage maps, and materials related to Equipment and accessories. AT&T will make copies of such materials available to Customer upon request. Customer will also provide to End Users, and advise End Users to read, any additional printed materials and consumer information reasonably requested by AT&T from time to time to be so provided. Similarly, for purposes of determining which jurisdiction's taxes and other assessments to collect, federal law requires AT&T to obtain End Users' Place of Primary Use ("PPU"), which must be their residential or business street address and which must be within a Carrier's licensed Service Area. Customer agrees to provide its respective CRUs' PPU when ordering Service on behalf of such person(s), and to inform its End Users that they must provide their proper PPU when ordering Service in connection with the Agreement. If a CRU doesn't provide AT&T with a PPU, or if it falls outside AT&T's licensed Service Area, AT&T may reasonably designate a PPU within the licensed Service Area for such CRU. Each CRU must live and have a mailing address within AT&T's owned network coverage area or its assignee's.

11.7 AT&T Use of Location Information.

AT&T collects information about the location of Customer's or its CRU's Equipment from AT&T's network and from the Equipment. AT&T monitors, collects, and uses this location information, together with other information AT&T gets from its network and the Equipment to provide the Services to Customer. AT&T also uses it to maintain and improve AT&T's network and the quality of Customer's wireless experience. For more information about the how AT&T may collect and use information, including location, please refer to the AT&T Privacy Policy at att.com/privacy. FirstNet customers should review the FirstNet Privacy Policy at firstnet.com.

12. Publicity and Advertising. Neither party will publish or use any advertising, sales promotion, press release or other publicity that uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

13. Miscellaneous.

13.1 Defined Terms. Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising the Agreement including, without limitation, the Cover Page (if applicable), the Program Description, the General Terms and Conditions, and all attachments. In addition to the terms defined elsewhere, these terms will have the following meanings in the Agreement:

13.1.1 "Affiliate" means and includes legal entities controlling or controlled by or under common control with AT&T.

13.1.2 "Carrier" or "Carriers" means a licensed Affiliate of AT&T, or a successor of such Affiliate, in a market where such successor is identified on Customer's Customer Service Summary,

receipt or other documents provided to Customer or a CRU or disclosures made at the point of sale, that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement and, with respect to §8 of these General Terms and Conditions, includes the Carriers' respective employees, officers, agents and subcontractors.

13.1.3 "AT&T" or "party" when it refers to AT&T includes AT&T, its Affiliates, and their respective employees, officers, agents and subcontractors.

13.1.4 "AT&T Markets" means a geographic area served by Affiliates under common control with AT&T.

13.1.5 "Equipment" means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.

13.1.6 "Messaging Services" means optional text/instant messaging and picture/video messaging features available with qualified Plans for use with Messaging Service-capable Equipment.

13.1.7 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

13.1.8 "Plan" means a wireless calling plan, Service plan or rate plan from AT&T.

13.1.9 "Service" means the Voice Services, Wireless Data Services, and Messaging Services provided by AT&T under the Agreement. For the avoidance of doubt, Service does not include Equipment or Supplemental Services.

13.1.10 "Voice Service" means wireless voice telecommunications services.

13.1.11 "Wireless Data Service" means wireless data telecommunications services.

13.2 Assignment. The Agreement may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either party may, without the other party's consent, assign the Agreement (a) to an Affiliate or (b) to any entity that acquires substantially all of the party's business or stock. Additionally, AT&T may, without Customer's consent, assign the Agreement to the acquiror or its affiliate of any AT&T Market (either before or after the consummation of such acquisition) and may assign its right to receive payments hereunder. Subject to the foregoing, the Agreement will be binding upon the assignees of the respective parties.

13.3 Compliance with Laws. AT&T and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under the Agreement.

13.4 Entire Agreement. Unless specifically set forth herein, the Agreement is the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. Any change, modification or waiver of any of the terms and conditions of the Agreement will not be binding unless made in a writing manually signed by both parties. If the terms contained in the Agreement conflict or are inconsistent with the terms of any purchase order or other document provided by Customer, the terms of the Agreement will control.

13.5 Governing Law. The Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of New York. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any

inconsistency between the Agreement and those regulations, the Agreement will be deemed amended as necessary to conform to such regulations.

13.6 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

13.6.1 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this §12.6) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

13.6.2 Exceptions. The restrictions in this §12.6 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

13.6.3 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its End Users regarding Customer's and AT&T's collection and use of End User information in connection with a Service. Customer will only make accessible or provide personal data to AT&T when it has the legal authority to do so.

13.6.4 HIPAA. To the extent that Customer's use of any service provided under the Agreement requires AT&T to use or disclose Protected Health Information, as that term is used in the Health Insurance and Accountability Act ("HIPAA"), and Customer does not have a signed Business Associate Agreement with AT&T, Customer consents to the terms of AT&T's Business Associate Agreement, located at www.att.com/businessassociateagreement. If Customer has a signed Business Associate Agreement with AT&T, the terms of such agreement shall govern to the extent applicable.

13.7 Notices. All notices and communications required or permitted under the Agreement may be sent by first class mail (to Customer at the address indicated on the Cover Page (or, in the case of online versions of the Agreement, at the address confirmed during the online contracting process) and to AT&T at the address indicated below), by electronic messaging (to Customer at the email address indicated on the Cover Page or, in the case of online versions of the Agreement, to Customer at the legal notice email address confirmed during the online contracting process, and to AT&T at the email address indicated below), or for notices from AT&T only, by bill messages or other reasonable means. Notwithstanding the foregoing, any such notice or communication with respect to non-renewal, disputes, breach and/or termination under the Agreement must be in writing and will be deemed validly delivered if made by overnight mail or pre-paid certified mail with return receipt requested (in which case delivery will be deemed to have been effected 1 day after the overnight mailing or 5 days after the date of the certified mailing) to (a) Customer at the address indicated on the Cover Page (or, in the case of online versions of the Agreement, to Customer at the address provided during the online contracting process, and (b) to AT&T at the address indicated below. A party may change its address upon 30 days' prior written notice to the other party.

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team

Email: mast@att.com

13.8 Severability. If any portion of the Agreement is found to be unenforceable, the remaining portions will remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

13.9 Survival. The terms and provisions of the Agreement which by their nature require performance by either party after the termination or expiration of the Agreement, including, but not limited to, limitations of liability, exclusions of damages, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of the Agreement for any reason whatsoever.

13.10 Third Party Beneficiaries. Other than as expressly set forth herein, the Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

13.11 No Waiver. Neither the acceptance by AT&T of any payment, partial payment or any other performance by Customer, nor any act or failure of AT&T to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by Customer then existing or thereafter arising. No claimed waiver by AT&T of any rights, remedies or options will be binding unless the same is in a writing signed by AT&T.

13.12 TTY Users. Although some digital wireless phones and TTYs are compatible, the FCC recommends TTY users consider other options when calling 911, including using a wireline phone or Telecommunications Relay Services.

13.13 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.