

## DEVICE ENROLLMENT ENABLEMENT PROGRAM ATTACHMENT

Last Revised 1/29/16

**1. General.** Provided that Customer is and remains (a) a qualified participant in the Apple Device Enrollment Program for mobile device management ("Apple's DEP"), and (b) in full compliance with the Agreement, AT&T will make available to Customer the Device Enrollment Enablement Program pursuant to the terms and conditions set forth below.

**2. Facilitation Services.** Under the Device Enrollment Enablement Program, AT&T will facilitate Customer's use of Apple's DEP by providing services to automate the enrollment of select Apple-branded iPhones, iPads and other iOS devices purchased from AT&T for CRUs, as further described in Section 3.3 below (the "Eligible Devices"), into Apple's DEP (the "Facilitation Services"). The Facilitation Services consist solely of the submission to Apple, via an application program interface, of certain information related to Customer's Equipment orders for Eligible Devices, as described in more detail in Section 3.4 below. The Facilitation Services will be provided by AT&T at Customer's CRU Foundation Account Number ("FAN") level, not at a billing account level, meaning that AT&T will perform the Facilitation Services with respect to all Eligible Devices purchased from AT&T under the CRU FAN(s) designated by Customer. The Facilitation Services do not include any assignment of Eligible Devices or other device management activities within Apple's DEP on behalf of Customer.

### **3. Customer Obligations and Acknowledgments.**

**3.1 Device Enrollment Enablement Program Policies and Processes.** Customer must follow the policies and processes established by AT&T from time to time for the Device Enrollment Enablement Program, including, without limitation, (a) completing the Customer Instructions & Participant Request Form found at <http://www.att.com/deeprogram>, which, among other things, requires Customer to provide AT&T with Customer's valid Apple Device Enrollment ID (the "DEP ID") and identify Customer's CRU FAN(s) to be associated to the DEP ID, and (b) completing all required account set-up steps to ensure AT&T can successfully enroll Customer in the Device Enrollment Enablement Program. If Customer has more than one DEP ID, Customer must complete one Participant Request Form for each DEP ID and identify the specific CRU FAN(s) to be associated to each. Each FAN may be associated to only one DEP ID. **Customer acknowledges that, by providing AT&T with the DEP ID, Customer is authorizing AT&T to provide the Facilitation Services upon AT&T's confirmation of enrollment in the Device Enrollment Enablement Program and completion of the account set up and on-boarding process.**

**3.2 Apple's DEP.** To participate in the Device Enrollment Enablement Program, Customer must remain in good standing in Apple's DEP. Customer must immediately notify AT&T if, for any reason, Customer ceases to be enrolled in Apple's DEP and/or have a valid DEP ID. Customer acknowledges that Apple is solely responsible for Apple's DEP and that the Facilitation Services provided by AT&T do not include any maintenance, technical or other support for Apple's DEP.

**3.3 Eligible Devices.** The only devices that are eligible for the Facilitation Services are iPhones, iPads and other iOS devices purchased directly from AT&T via AT&T's direct sales, business care and Premier channels (i) after successfully enrolling in the Device Enrollment Enablement Program using the DEP ID and, upon Customer request, (ii) during the 24 month period prior to successfully enrolling in the Device Enrollment Enablement Program. For the avoidance of doubt, Apple-branded iPhones, iPads and other iOS devices purchased in AT&T or Apple retail channels, purchased more than 24 months prior to enrollment, or obtained from third parties (e.g. device warranty or insurance companies) are not eligible for the Facilitation Services. Eligible Devices are only for use by Customer and its CRUs and cannot be used by Customer for general deployment to third parties. If an Eligible Device is disowned by Customer in Apple's DEP, it can never be added back to Apple's DEP or the Device Enrollment Enablement Program. Customer is solely responsible for disowning, transferring or otherwise managing Eligible Devices in Apple's DEP.

**3.4 Consent to Share Equipment Order Information.** Customer authorizes AT&T to share the following information with Apple for the purpose of providing the Facilitation Services under the Device Enrollment Enablement Program: order number, order date, order type (e.g. normal, return, etc.), DEP ID,

shipment tracking number, shipping date, IMEI, and such other information as may be required by Apple from time to time to enable AT&T to perform the Facilitation Services (collectively, the "Order Data"). Customer acknowledges that Order Data provided by AT&T to Apple is also subject to Apple's privacy policy.

**3.5 Information Updates.** Customer is responsible for maintaining up-to-date information in Apple's DEP website, including, without limitation, ensuring that Apple's DEP website accurately reflects the current status of each Eligible Device (e.g., disowned, returned, transferred or the like). Customer will immediately notify AT&T of any changes to (a) the information provided by Customer to AT&T in the Participant Request form, including, without limitation, any changes to the DEP ID and/or FAN association, and/or (b) the Eligible Devices, including, without limitation, any transfers of billing responsibility, SIM swaps, service terminations or other actions with respect to an Eligible Device.

### **3.6 Additional Terms.**

**3.6.1 Disclaimer of Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S USE OF, OR INABILITY TO USE, THE FACILITATION SERVICES, IS AT CUSTOMER'S SOLE RISK, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FACILITATION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND AT&T, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, CONTRACTORS, RESELLERS OR LICENSORS (COLLECTIVELY REFERRED TO AS "AT&T" FOR THE PURPOSE OF THIS SECTION 3.6.1 (DISCLAIMER OF WARRANTIES) AND SECTION 3.6.2 (DISCLAIMER OF LIABILITY) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE FACILITATION SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AT&T DOES NOT GUARANTEE, REPRESENT OR WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S USE OR ENJOYMENT OF THE FACILITATION SERVICES OR APPLE'S DEP, THAT THE FUNCTIONS CONTAINED IN, OR FACILITATION SERVICES PERFORMED OR PROVIDED HEREUNDER, WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE SECURE, THAT CUSTOMER'S USE OF THE FACILITATION SERVICES OR THAT THE OPERATION OF THE FACILITATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE DEVICE ENROLLMENT ENABLEMENT PROGRAM WILL CONTINUE TO BE MADE AVAILABLE, THAT THE FACILITATION SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES OR ANY OTHER AT&T PRODUCTS OR SERVICES, OR THAT ANY DATA OR INFORMATION STORED OR TRANSMITTED THROUGH THE FACILITATION SERVICES WILL NOT BE LOST, CORRUPTED, DAMAGED, ATTACKED, HACKED, INTERFERED WITH OR SUBJECT TO ANY OTHER SECURITY INTRUSION. CUSTOMER AGREES THAT FROM TIME TO TIME AT&T MAY REMOVE THE FACILITATION SERVICES FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE FACILITATION SERVICES AT ANY TIME, WITHOUT NOTICE TO CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES THAT THE FACILITATION SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR THROUGH THE FACILITATION SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AT&T OR AN AT&T AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS SECTION. SHOULD THE FACILITATION SERVICES PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

**3.6.2 Disclaimer of Liability.** Customer acknowledges that (a) AT&T is providing the Facilitation Services solely as a courtesy to Customer, and (b) AT&T's ability to provide the Device Enrollment Enablement Program is entirely subject to Apple's continued cooperation. Accordingly, AT&T reserves the right to modify, suspend, or discontinue the Device Enrollment Enablement Program (or any part or content thereof) at any time, for any reason, without notice to Customer, AND AT&T WILL NOT BE LIABLE TO CUSTOMER OR

TO ANY THIRD PARTY SHOULD AT&T EXERCISE SUCH RIGHTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL AT&T'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS SECTION 3.6.2 SHALL EXCLUDE OR LIMIT AT&T'S LIABILITY FOR FRAUD, DEATH, PERSONAL INJURY OR TANGIBLE DAMAGE TO PROPERTY CAUSED BY ITS NEGLIGENCE, OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

**3.6.3 Third Party Claims.** To the extent permitted by applicable law, Customer agrees to indemnify and hold harmless AT&T, and upon AT&T's request, defend, AT&T, its directors, officers, employees, independent contractors and authorized representatives (each an "AT&T Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs (collectively, "Losses") incurred by an AT&T Indemnified Party and arising from or related to any of the following: (i) Customer's breach of this Attachment; or (ii) any claims, including but not restricted to any End User claims about the Facilitation Services, Customer's use of the Device Enrollment Enablement Program, and/or deployment or management of Eligible Devices. In no event may Customer enter into any settlement or like agreement with a third party that affects AT&T's rights or binds AT&T or any AT&T Indemnified Party in any way, without the prior written consent of AT&T.

#### **4. Termination of Device Enrollment Enablement Program.**

**4.1 By Customer.** Customer may terminate its participation in the Device Enrollment Enablement Program for its convenience, for any reason or no reason, effective thirty (30) days after providing AT&T with written notice of its intent to terminate. Upon any such termination, AT&T will cease to provide the Facilitation Services.

**4.2 By AT&T.** AT&T may terminate Customer's participation in the Device Enrollment Enablement Program (a) immediately if (i) Customer fails, or AT&T suspects that Customer has failed, to comply with any provision of this Attachment or (ii) AT&T is unable to provide the Facilitation Services for any reason, or (b) upon thirty (30) days' advance written notice to Customer if AT&T elects, in its sole discretion, to discontinue the Device Enrollment Enablement Program. Upon any such termination, AT&T will cease to provide the Facilitation Services.

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