

1. Service.

1.1 General. Unless otherwise specified in the Sales Information for a Plan, Customer's AT&T Mobile Services do not include – and additional charges may apply for use of – other carriers' networks in the U.S. or while traveling internationally. Service may be used with: (a) Equipment that contains a SIM that is assigned to Customer's Account or (b) Equipment that is designed and purchased for use exclusively on AT&T's network.

- **AT&T Mobile Services:** Customer may choose from the Plans listed at the "Plans" page of the Program Website, the list of which may be modified by AT&T from time to time. If CRUs lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Plans may include one or more of the following Services:
  - **Voice Service:** If Customer's Plan includes Voice Service, subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU can make and receive calls within the Plan's coverage area. Additional charges may apply for Voice Service used outside the Plan's coverage area.
  - **Messaging Service::** If Customer's Plan includes the ability to send and receive AT&T text (SMS), pictures or video (MMS), and/or Advanced Messaging (RCS) chat messages (collectively, **Messages**), subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU will be able to use the Messaging Service to receive and send such Messages. Apps that use other messaging protocols and over the top third-party messaging apps may incur data charges. Messages sent from or received on tablets, laptops, smart watches, or other connected devices are treated as data usage, not Messages. AT&T does not guarantee delivery of Messages. Messages, including downloaded content, not delivered within 72 hours will be deleted and no longer available. AT&T reserves the right to change this delivery period as needed without notification. Advanced Messaging will not work if messaging or data has been blocked on your line. For more information on Advanced Messaging, visit [att.com/advancedmessaging](http://att.com/advancedmessaging). Maximum limits on group message size apply depending on device mix and capabilities. An MMS and SMS Messaging Service and Data Plan may need to be provisioned on an account in order to use Messaging. Some elements of Messages may not be accessible, viewable, or heard due to limitations on certain Equipment . AT&T reserves the right to change the Message size limit at any time without notification. SMS message notifications may be sent to non-MMS Messaging subscribers if they subscribe to SMS Messaging. The CRU may receive unsolicited messages from third parties as a result of visiting internet sites.
  - **Data Service:** If Customer's Plan includes Data Service (which may also be referred to as Wireless Data Service elsewhere in the Agreement), subject to the limitations in these General Terms and Conditions, the Sales Information and/or elsewhere in the Agreement, the CRU will be able to browse the internet and access wireless services, content and apps, including those that enable sending and receiving of emails, use of GPS navigation, streaming of video, and other customary mobile internet-enabled capabilities. Services provided via the Data Service may be provided by AT&T or its Affiliates, assignees, or

successors, or by third parties subject to service-specific terms and conditions.

- **Optional Programs:** From time to time, AT&T may offer optional products, services, Equipment, programs, platforms and/or other offers, as described in more detail in Attachments available at the Program Website (each, an **Optional Program** and collectively, **Optional Programs**). Such Optional Programs are subject to change without notice. If Customer or a CRU purchases, uses or receives the benefit of an Optional Program, Customer will be subject to the rates, terms and conditions set forth in the corresponding Attachment and applicable Sales Information, if any, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.
- **Supplemental Services:** AT&T may also make available to Customer certain third-party services, features or software that such third parties have authorized AT&T to (a) resell to Customer and (b) provide Customer with instructions to obtain the third party's end user license agreement (**EULA**) or terms of service, associated warranties and/or maintenance service terms, if any (each, a **Supplemental Service** and collectively, **Supplemental Services**). Supplemental Services available to Customer can be found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms) and are subject to change. If Customer or a CRU purchases, uses or receives the benefit of a Supplemental Service, Customer will be subject to (a) the rates, terms and conditions set forth in the corresponding contract and Sales Information for such Supplemental Service, 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) any EULA and/or other terms and conditions for such Supplemental Service.
- **Software:** Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such 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 Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)) or any Supplemental Service.

**1.2 Service Availability.** Unless provided otherwise in Sales Information, to activate and maintain Service, Customer's CRUs must have a U.S. mailing address and live within AT&T's, its assignee's or its successor's owned and operated network coverage area. AT&T's coverage maps can be found at [att.com/coverageviewer](http://att.com/coverageviewer). There are gaps in coverage maps, which, by their nature, are only approximations of actual coverage; even within a Service's coverage area, many things can affect the availability and quality of the Service, including, but not limited to, network capacity, the CRU's Equipment, the CRU's Plan, terrain, buildings, foliage and weather. Service or particular wireless technologies (such as 5G) will not be available in all areas at all times. AT&T uses different network technologies in its wireless network and not all Equipment will work on all wireless technologies. AT&T does not guarantee that Customer will receive any specific network capability at any given time, including any particular network speed. Actual network speeds depend upon device characteristics, network technology, availability, coverage, tasks, file characteristics, applications and other factors. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, 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 reserves the right to modify, reduce, interrupt, suspend, discontinue any function or feature of any Service, including your rates or charges, or cancel Service or terminate the Agreement without notice for reasons including, but not limited to:

- compliance with an order by a state or federal agency, court, or arbitrator;
- any interruption or loss of either Customer's or AT&T's rights to access any part of the network facilities required to provide the Services, including rights to access the land or buildings where the facilities are located; or
- any Misconduct by Customer or any user of the Service provided to Customer, its Affiliates or their respective End Users. **Misconduct** includes but is not limited to:
  - any conduct that AT&T believes violates the Agreement or AT&T's Acceptable Use Policy;
  - any conduct that involves the use of abusive, threatening, or unreasonable language or behavior toward any AT&T employees or representatives, whether in person, over the phone, or in writing;
  - any abusive, fraudulent, or unlawful use of the Service;
  - providing AT&T with false or misleading information about Customer, End Users, or the use of Service, including inaccurate information related to Customer's creditworthiness;
  - any use of the Service in a manner that negatively affects AT&T's or other entities' networks, customers or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive or illegal materials;
  - any reselling of the Service (including selling of the use of or access to the Service, whether alone or as part of any other good or service);
  - any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as deterioration in creditworthiness);
  - being located or predominantly using Service outside of the AT&T owned and operated domestic network coverage area;
  - exceeding AT&T's off-net roaming usage allowances; or
  - engaging or attempting to engage in Prohibited Network Uses.

In addition, AT&T may from time to time add or delete coverage areas, and terminate Service to Customer's CRU(s) in any such deleted coverage area and/or terminate the Agreement if the coverage area deletion affects all of Customer's CRUs. AT&T's rights under this Section are in addition to any specific rights that are reserved in other portions of the Agreement to interrupt, suspend, modify, or cancel Customer's Services and/or terminate the Agreement.

AT&T may cancel the Services for any Number if AT&T believes the Number is being used in an unlawful, abusive or fraudulent manner. Before cancelling Service, AT&T will attempt to give Customer notice of its intent to cancel. In the event Customer instructs AT&T to retain Service, Customer will be responsible for paying all charges, whether authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number. Additionally, Customer will 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.

**1.4 Service Commitment.** If Customer agreed to a service commitment (e.g., Customer purchased a Device from AT&T at a discounted price with a service commitment of 1 year or more),

Customer is required to maintain Service for the service commitment period. Once Customer satisfies the applicable service commitment period and unless provided otherwise in a written contract, Service will continue on a month-to-month basis and automatically renews unless Customer cancels it or it is otherwise terminated. If Customer does not complete the service commitment period, a Cancellation Fee (also referred to as an **Early Termination Fee**) may apply as described in the Program Description portion of the Agreement and at [att.com/equipmentETF](http://att.com/equipmentETF). For CRU lines that do not have a Service Commitment (e.g., Customer purchased a Device from AT&T at full retail price or under an installment plan or Customer has a bring your own Device), Service is provided on a month-to-month basis and automatically renews unless cancelled or terminated.

## **2. Sales Information.**

For each Service used by CRUs, Customer is subject to the following Service-related materials, which are incorporated herein by reference and referred to collectively as **Sales Information**: (a) the Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://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, and/or other offer materials provided by AT&T at Customer's request and/or found in a retail store, through an AT&T sales representative, online at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms), [wireless.att.com/business](http://wireless.att.com/business), or such other page at [att.com](http://att.com) that AT&T may designate, and/or on the Equipment or in an app. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or coverage area ) is subject to change without notice. Any provisions in the terms and conditions governing the Service 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.** 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.** Unless provided otherwise in the Agreement: (a) subject to availability and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by

Customer or any Authorized Order Placer to the address specified in the order within 2 to 5 business days of AT&T's receipt of the order, and (b) 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. Account Access; Activation and Other Policies and Processes.**

**4.1 Account Access.** Customer may need to set up one or more foundation and/or billing accounts (each, an **Account** and collectively, **Accounts**) in order to purchase or use the Services. Customer must ensure that any information provided to AT&T in connection with its Accounts and Services, including without limitation contact and billing information, is accurate and current. Customer is responsible for control of its login IDs, passwords or other codes used to access its Accounts and for all activity that occurs on or through Customer's Accounts. AT&T does not guarantee the security of Customer's Accounts. Customer must ensure that its Account information and password(s) for accessing its Accounts and CRU information are secure. If Customer learns of any unauthorized use of any Account, Customer should advise AT&T immediately. Customer's primary contact (as designated on the cover page of the Agreement) may designate individuals (such as individual CRUs) to act on Customer's behalf (**Authorized Order Placers**). Authorized Order Placers can manage Customer's Accounts, including changing or adding Services. Customer is responsible for all actions and changes made by any Authorized Order Placers, including purchases of any Service. Customer authorizes AT&T to provide information about and make changes to Customer's Accounts (as well as perform any credit check on Customer that AT&T deems appropriate to implement the changes or respond to questions) at the direction of any Authorized Order Placer.

**4.2 Service Activation and Other Policies and Processes.** Customer and its CRUs will follow the policies and processes established by AT&T to purchase, activate, migrate, terminate, or otherwise modify a Service, as such policies and processes may be modified from time to time. 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.

#### **5. Charges, Fees, Billing and Payment.**

**5.1 Charges.** Customer agrees to pay for all charges incurred on its Account(s). AT&T bills most Service one month in advance. Each monthly bill may include:

- the monthly cost of Customer's selected Plan and features;
- Equipment costs, including Device installment plan payments, if the Device was purchased under an installment plan;
- the monthly or one-time cost of selected Supplemental Services, Optional Programs, third party charges or other purchases billed to Customer's Account;
- activation/upgrade fees, connection or installation charges, if any;
- pay-per-use and overage charges, if any;
- other one-time charges (such as late payment and service restoral fees described at [att.com/mobilityfees](http://att.com/mobilityfees)), if any;
- AT&T Monthly Fees described below;

- occasional fees for special Account assistance; and
- any applicable taxes and fees that AT&T pays to municipalities and other governmental entities and may pass on to Customer, regardless of whether applicable law assesses them on Customer or AT&T.

Customer is responsible for paying all charges specified in the Agreement, including charges incurred by any person who gains access to Customer's Service or Equipment, even if Customer did not authorize the charges. For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice.

**5.1.1 AT&T Monthly Fees.** AT&T Monthly Fees include, but are not limited to, the following: (a) an Administrative Fee to help AT&T recover a portion of certain expenses AT&T incurs, (b) a Regulatory Cost Recovery Fee to help AT&T recover the cost of complying with certain government-imposed fees and regulatory requirements, and (c) a Property Tax Allotment fee to help AT&T recover the cost associated with property taxes. These and other AT&T Monthly Fees are not taxes or charges that the government requires AT&T to collect from its customers. The amounts AT&T charges may change. See [att.com/mobilityfees](http://att.com/mobilityfees) for more

**5.1.2 AutoPay.** If Customer has enrolled in AutoPay, including any Payment Upon Cancellation Authorization (PUCA), payments will be made automatically, subject to the terms of your AutoPay authorization and PUCA as in effect from time to time. Customer should refer to its copies of the AutoPay authorizations and PUCA for more details regarding automatic payments.

**Customer can cancel its authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on its bill or online at [att.com/myatt](http://att.com/myatt) or [att.com/premier](http://att.com/premier), as applicable.** If Customer does so, Customer may lose certain promotions or discounts. Customer also should contact its card issuer or financial institution to advise that Customer has cancelled its AutoPay enrollment.

## 5.2 Billing; Invoicing Options for CRU Lines.

**5.2.1 Billing.** Billing may begin as soon as Service is provisioned or activated for Customer, even if Customer or its CRU has not used it. Customer may be billed for multiple types of usage simultaneously. **Customer agrees to Paperless Billing unless the customer requests paper billing during the online account creation process or by updating the Customer's Paperless Billing preference online. Invoices will be available online in AT&T's Billing Platform (i.e., the eBill application). By agreeing to Paperless Billing, CUSTOMER CONSENTS to AT&T electronically providing a periodic service bill and all disclosures, notices, records, and other types of information and any other related account payment communication or information, including but not limited to service suspension, cancellation, and collection related communications that would otherwise be included with AT&T paper bills. Paperless Billing requires Internet access and a valid up to date email account which Customer agrees to provide to AT&T and maintain.** Additional charges may apply for paper summary invoices, additional copies of invoices, or for detailed information about Customer's usage of Services. Particular Services may be billed 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 Services (for example, select 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 on the Program Website found [at att.com/amb](http://att.com/amb).

### 5.2.2 Invoicing Options for CRU Lines.

- **Consolidated Invoicing:** Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through the AT&T Premier platform. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing (described below). Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.
- **Corporate Responsibility User Invoicing:** Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs that set forth such CRUs' Service charges for the preceding monthly billing cycle. AT&T will accept payment from CRUs but Customer remains the financially liable party. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

**5.3 Calculation of Charges.** Usage and monthly fees will be billed as specified in the Sales Information for Customer's selected Service. If Customer selects a Plan that includes a predetermined allotment of Service (for example, a predetermined amount of airtime, messaging or data), unless otherwise specifically provided as a part of such Plan, any unused allotment of Service from one billing cycle will not carry over to any other billing cycle. Usage on networks not owned by AT&T is limited as provided in the Sales Information. Charges will be based on the location of the site receiving and transmitting service and not the location of the CRU.

**5.3.1 Voice Service/Calls.** Voice calls on AT&T's network will incur per-minute voice airtime charges unless specified otherwise in Customer's selected Plan. AT&T rounds up any fraction of a minute up to the next full minute. For outgoing calls, billable time may start either when the CRU first presses "Send" or when the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after the CRU presses "End" or after the call disconnects. For calls made on our network, AT&T charges only for calls that are answered, including by machines .

**5.3.2 Messaging Service; Text, Picture/Video and Rich Communication Messages.** If a Plan does not include unlimited or an allotment of messaging, standard pay-per-use rates apply when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Generally, one text message equals 160 characters; however, text messages that include special characters, like emojis or non-Latin alphabet characters may be limited to 70 characters. SMS (text messages) that exceed the character limit will be charged as multiple individual messages according to the Plan. Messaging Service can deliver MMS (video and pictures messages) up to only 1MB in size, or up to 100MB in size with RCS (Rich Communication messages). AT&T reserves the right to change the message size limit at any time. Messages sent to tablets, laptops, or other connected devices are excluded from unlimited messaging plans or plans including unlimited messaging. Customer will be charged for each part of messages that is sent or received in multiple parts. Message rates apply whether the message is read, unread, solicited, or unsolicited. Messages sent through applications may incur data usage charges.



- Plans that do not provide for unlimited messaging are subject to the following: SMS and MMS messages are rated at 160 characters per message. Messages larger than 160 characters will be rated as an additional message. Customer will be charged for each part of messages that are delivered to CRUs in multiple parts. Premium SMS and MMS messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. or while outside the U.S. Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text, picture, and video messages are charged when sent or received, whether read or unread, solicited or unsolicited.
- **Advanced Messaging (RCS):** With Advanced Messaging chat, the Plan's SMS and MMS rates apply. Each text/file attachment counts and is charged as a separate SMS/MMS. If Customer does not select a monthly recurring Plan for messaging or data, the CRU may still have access to messaging and data, and be charged on a pay-per-use basis if the CRU uses those Services.

**5.3.3 Data Service.** Data Service usage is calculated and billed in full KB or MB increments, as applicable, based on Customer's Plan. Actual data usage is rounded up to the next full KB or MB at the end of each data session for billing purposes. AT&T calculates a full KB or MB usage for every fraction of the last KB or MB of data usage occurring in each session. The full KBs or MBs calculated for each data session during a billing period are added together to determine billing. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase measured KBs or MBs. A data session started on our network will continue until the session ends, even when you connect to a Wi-Fi network after the session starts. For example, if a CRU starts to download an audio file using cellular data and then connects to a Wi-Fi network while the audio file is still downloading, the audio file will continue to finish downloading over the cellular network. Customer's bill may not separately identify the data usage attributable to a CRU's use of specific sites, sessions or services used. Data use occurs whenever Customer's Equipment is connected to the AT&T network and is engaged in any data transmission, including those a CRU initiates, or those running automatically in the background without Customer's knowledge and whether the data transmission successful or not. Some applications, content, programs and software on the Equipment (including both downloads and preloads) automatically and regularly send and receive data transmission in order to function properly, without Customer affirmatively initiating the request and without Customer's knowledge. Customer's Plan data allowance is limited to usage in the United States, unless service in other locations is included in the Plan or international roaming is included as part of Customer's Plan or package. Once Customer exceeds the Plan's monthly data allowance (including any available data, such as Bonus Data or Rollover Data) during the billing period, Customer may automatically be provided with additional increments of data and charged as specified in the Plan. Data overage can be used only in the bill period for which it was provided and does not rollover.

**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 in accordance with Section 9 below within 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.

**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](http://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](http://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. Customer will pay AT&T a late payment fee equal to the lesser of up to 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.

**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 this 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 such 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 Coverage Area.** If the deletion of any coverage area materially reduces the Service provided to Customer, then Customer, within 30 days of the effective date of the coverage 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 coverage 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, NONINFRINGEMENT 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, 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.

### **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 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 TWENTY-FOUR (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;
- (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 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; ACTS OR OMISSIONS RELATED TO OR ANY HARM RESULTING FROM THE TRANSMISSION OF, OR FAILURE TO TRANSMIT, A WIRELESS EMERGENCY ALERT OR THE RELEASE TO A GOVERNMENT ENTITY OR AGENCY, PUBLIC SAFETY, FIRE SERVICE, LAW ENFORCEMENT OFFICIAL, EMERGENCY MEDICAL SERVICE OR EMERGENCY FACILITY OF CUSTOMER OR CRU INFORMATION USED IN CONNECTION WITH DELIVERING AN EMERGENCY ALERT; 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 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 this Agreement.

**8. Force Majeure.** AT&T's ability to provide the Services is subject to the availability and operational limitations of the equipment and associated facilities, including third-party networks that AT&T does not control. Customer understands and agrees that temporary interruptions or delays of the Service may occur, and that AT&T is not liable for them. In addition, except for payment of amounts due, neither party will be liable for any interruption or delays, failure in performance, loss or damage caused by events outside such party's reasonable control, such as (but not limited to): war; acts or threats of terrorism; civil disorder; labor strikes or disruptions; natural disasters (including fires, floods, earthquakes, and severe weather); medical epidemics, pandemics or outbreaks; destruction of network

facilities or transportation infrastructure (including explosion, cable cuts, and power blackouts); acts of regulatory or governmental agencies, or any other events beyond such party's reasonable control.

## 9. Informal Dispute Resolution and Binding Individual Arbitration.

**9.1 Summary.** This part of the Agreement outlines how the parties will resolve any disputes through AT&T's informal dispute resolution process, binding 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.

The parties 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.**

*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](http://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

**9.2.2 Claims Subject to Arbitration.** To the greatest extent permitted by applicable law, AT&T and Customer agree to arbitrate all disputes and claims between the parties, 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
- claims that may arise after the termination of this Agreement.

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](http://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](http://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](http://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.

**9.2.8 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.

**9.2.9 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 Lost or Stolen Equipment.** Customer should contact AT&T immediately to report a Device as lost or stolen so AT&T can suspend the Service. If there are charges for unauthorized usage on Customer's bill after Customer reported the Device as lost or stolen, Customer must notify AT&T of the unauthorized charges within 30 days. While the Device is suspended, Customer remains responsible for complying with all other obligations under Customer's Service Agreement, including, but not limited to, paying the monthly Service charges. Customer or a CRU can report a Device as lost or stolen by contacting Business Care at 800.331.0500 in the United States, or (+1) 314.925.6925 when abroad. If Customer has not received a courtesy suspension of monthly Service charges during the previous year, Customer may request a courtesy suspension until the Device is replaced or recovered (up to 30 days).

**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 found at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy). 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 Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms) and Service-specific 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. Neither Customer nor any of its Affiliates or CRUs may 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; Primary Place of Use.** Customer agrees that all of its CRUs are subject to the limitations and obligations of the Agreement, including without limitation its arbitration provision and policies. Customer will inform its CRUs of such limitations and obligations and advise them to read all applicable materials concerning Customer's selected Plans, Devices and other Services, including without limitation the Acceptable Use Policy found at [att.com/aup](http://att.com/aup), Sales Information and coverage maps. Customer will also provide to all End Users, and advise End Users to read, any additional Service materials and information reasonably requested by AT&T. To determine which jurisdiction's taxes and assessments to collect, Customer is required to provide its respective CRUs' primary place of use (**PPU**) when ordering Service on behalf of such CRUs, and to inform its End Users that they must provide their proper PPU when ordering Service. If AT&T is not provided with a PPU, or if it falls outside AT&T's licensed coverage area, AT&T may reasonably designate a PPU for such CRU within the licensed coverage area. Each CRU must 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](http://att.com/privacy). FirstNet customers should review the FirstNet Privacy Policy at [firstnet.com](http://firstnet.com).

**11.8 AT&T Wi-Fi Service.** If a CRU has a qualified Plan and a Wi-Fi capable Device, AT&T W-Fi Service in the U.S. may be available to the CRU at no additional charge and the Device may auto-authenticate at AT&T Wi-Fi Service locations. Use of AT&T Wi-Fi Service in the U.S. is subject to the Wi-Fi Terms of Service (**Wi-Fi Terms**) found at [att.com/legal/terms.wiFiServices.html](http://att.com/legal/terms.wiFiServices.html). If the Device auto-authenticates at our Wi-Fi Service locations, Customer will subject to the Wi-Fi Terms and the URL filtering

choices of the location owner or operator. Auto-authentication can be disabled on the Device (e.g., by turning off Wi-Fi). Certain information about the CRU or the Device may be collected when using AT&T's Wi-Fi Service.

**11.9 Caller ID.** The CRU's caller identification (**Caller ID**) information (such as name and phone number) may be displayed on the Device or bill of the person receiving the call; technical limitations may, in some circumstances, prevent the CRU from blocking the transmission of Caller ID information. Customer can contact customer service for information on blocking name and number display. Caller ID blocking may not be available when using Data Services. If applicable to a CRU's Plan and Device, an in-coming call identification feature may apply that will notify of in-coming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

**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 Additional 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"** (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of Customer, means and includes an entity controlling or controlled by or under common control with Customer, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

**13.1.2 "AT&T Mobile Services"** means Voice Service, Data Service and/or Messaging Service provided by AT&T under the Agreement.

**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 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.

**13.1.5 "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.

**13.1.6 "Plan"** means a rate plan for AT&T Mobile Services.

**13.1.7 "Service"** means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by AT&T under the Agreement.

**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 this 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 Section 13.6) 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 Section 13.6 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.

### **13.7 Privacy.**

**13.7.1 General.** 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.

**13.7.2 U.S. Domestic Data Privacy Provisions (DPPA).** Section GP-20 (U.S. Domestic Data Privacy Provisions) of the General Provisions portion of the AT&T Service Guide (including applicable definitions from Section GP-20 (Glossary)) applies with respect to all Services provided under the Agreement to the extent such Services involve the Processing of Personal Data that is subject to Data Protection Laws (as the terms "Processing," "Personal Data," and "Data Protection Laws" are defined in Section GP-20), and the applicable Technical and Operational Measures of Security (TOMS) are as stated in Sections GP-17 (Network and Data Security). In the event of a conflict between other terms of the Agreement and these terms, with respect to the impacted Services, these terms shall govern. The General Provisions portion of the AT&T Service Guide is accessible at [serviceguidenew.att.com](http://serviceguidenew.att.com).

**13.8 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 [att.com/businessassociateagreement](http://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.

**13.9 Other Notices.** All notices and communications required or permitted under the Agreement that are not Notices covered by Section 9 above (collectively, **Other Notices**) 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 Other Notices from AT&T only, by bill messages or other reasonable means. Notwithstanding the foregoing, Other Notices regarding non-renewal, default 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,

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

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

**13.4 Survival.** Some terms of the Agreement that by their nature require performance by either party after the termination or expiration of the Agreement, will continue to apply after the Agreement's termination or expiration. Such terms include, but are not limited to, dispute resolution (Section 9), disclaimer or warranties (Section 7.1), limitations of liability (Sections 7.2 and 7.3), and governing law (Section 13.5).

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

**13.6 No Waiver.** AT&T may decide not to enforce rights or remedies under the Agreement in specific instances. That decision is not a waiver of any of AT&T's rights or remedies. 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.

**13.7 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.

**13.8 U.S. Pacific Territories.** Only FirstNet Services are available to eligible customers in the U.S. Pacific Territories of American Samoa, Guam and the Commonwealth of the Northern Mariana Islands (the **Pacific Territories**). Eligible customers in the Pacific Territories may purchase only those FirstNet Plans and FirstNet Services that are designated as available in the Pacific Territories in the applicable Sales Information. FirstNet Services and features not available in the Pacific Territories to customers in the Territories may be available to those customers when traveling in the domestic U.S., Canada and Mexico.