

AT&T Business Try and Buy Terms and Conditions Effective 2/15/21

Thank you for choosing AT&T. These AT&T Business Try and Buy terms and conditions (**Trial Terms**) are between you, on behalf of your business entity and users (**You**), and AT&T Mobility National Accounts LLC and its affiliates (**AT&T**). You will be bound by these Trial Terms once You accept them.

HOW DO YOU ACCEPT THE TRIAL TERMS?

You accept these Trial Terms by doing any of the following things:

- Providing AT&T with an electronic acceptance, acknowledgement or confirmation to participate in the AT&T Business Try and Buy program (**Trial Program**);
- Opening the Moxee™ mobile hotspot device (**Trial Device**) box; or
- Inserting the AT&T SIM card in and using the Trial Device.

WHAT IS INCLUDED IN THESE TRIAL TERMS?

You should read the Trial Terms carefully, as they include important information about:

- Resolution of disputes by arbitration; waiver of class actions and jury trials.
- The Trial Device;
- The AT&T services provided to You as part of the Trial Program;
- Your consent to receive marketing information from AT&T
- And other important information, including Privacy, limitations of liability, warranty disclaimers, and governing law.

In addition, AT&T's Privacy Policy found at att.com/privacy, AT&T's Network Management Policies found at att.com/broadbandinfo, and AT&T's Acceptable Use Policy found at att.com/AcceptableUsePolicy apply to You when You use AT&T's wireless network and services. AT&T can revise these policies at any time without notice by updating such websites.

HOW DO YOU RESOLVE DISPUTES WITH AT&T?

You and AT&T (collectively, **We**) agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association (**AAA**) under its Commercial Arbitration Rules, as modified by this provision. The agreement to arbitrate is broad and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and You (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **WE AGREE THAT WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR YOU ALONE. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide. A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute (**Notice**). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 (**Notice Address**). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought (**Demand**); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits. Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules. If You complied with the notice procedures above; the value of

your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will: a) Pay You the award or \$10,000, whichever is greater ('Alternative Payment'); and b) Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration (**Attorney Award**). The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that You incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses. The Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of the Agreement. As the exclusive alternative to arbitration, AT&T or You may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in the Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service Commitment, You may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

WHAT DO YOU GET WITH THE TRIAL PROGRAM?

You will receive an AT&T SIM Card and Trial Device and access to up to 50GB of domestic wireless data service for use on the AT&T 4G LTE network. Once You activate the Trial Device, You will be able to use it for up to 30 days or 50GB, whichever comes first (the **Trial Period**). The Trial Period starts on the Trial Device shipment date shown on the order confirmation.

Coverage: Coverage is available only within the U.S. (**Domestic Coverage Area**). Service is not available everywhere, coverage may include areas that are served by unaffiliated carriers, and coverage is subject to change without notice. See att.com/coverageviewer for coverage details. Coverage areas vary between AT&T network technologies. Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. International Roaming is excluded.

Additional Information About the Trial Device: The Trial Device will connect up to 16 Wi-Fi capable devices, comes with a rechargeable 2,300 mAh battery, and provides Dual Band Wi-Fi support with password protection and Wi-Fi security protocols as well as a Web User Interface to manage settings and features.

We may periodically program your Trial Device remotely with system settings for roaming service, to direct your Trial Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. You agree that you won't make any modifications to the Trial Device or its programming to enable the Trial Device to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Trial Device on other systems.

Your Trial Device from AT&T has been programmed with a SIM lock which will prevent it from operating with other compatible wireless telephone carriers' services. This SIM lock will be in effect for a minimum of one year from the shipping date. If at the end of this minimum one year period You wish to use this Trial Device with the service of another wireless telephone carrier, AT&T will unlock Your device upon Your request if AT&T has the Unlock Code (where applicable) or can reasonably obtain it from the manufacturer. To request the unlocking of Your Trial Device, please visit att.com/deviceunlock. The pre-installed/embedded software, interfaces, documentation, data, and content provided on the Trial Device provided and designed for use exclusively on AT&T's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter **Software**) is licensed, not sold, to You by AT&T and/or its licensors/suppliers for use only on such Trial Device. Your use of the Software shall comply with its intended purposes as determined by AT&T, all applicable laws, and AT&T's Acceptable Use Policy at

att.com/AcceptableUsePolicy. You are not permitted to use the Software in any manner not authorized by this License. You may not (and You agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers. AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, and disclaimer of warranty provisions found in these Trial Terms.

Additional Information About The Wireless Data Service: AT&T's wireless data network is a shared resource, which AT&T manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of AT&T's wireless data service are permitted and others are prohibited. The terms and conditions of Your use of AT&T's wireless data service are set forth below.

- **Permitted Activities.** AT&T's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and (e) using applications and content without excessively contributing to network congestion. You agree to use AT&T's wireless data services only for these permitted activities.
- **Prohibited Activities:** AT&T's wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, (e) adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service (i) there is a specific data plan required for a particular use and you have not subscribed to that plan, or (j) You or your users use or assist others to use the Service or Trial Device for any unlawful, unauthorized, abusive or fraudulent purpose.

The following specific uses of AT&T's wireless data service are prohibited:

- AT&T's wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of AT&T's wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources. For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email).
- AT&T's wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "autoresponders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection

- would otherwise be idle or any “keep alive” functions, unless they adhere to AT&T data retry requirements (as may be modified from time to time).
- AT&T’s wireless data services also may not be used with high bandwidth applications, services and content that is not optimized to work with AT&T’s wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet AT&T’s wireless data services optimization requirements.

You agree not to use AT&T’s wireless data services for any of the above prohibited activities.

AT&T’s Rights to Ensure Compliance. You agree that AT&T has the right to cancel, suspend, or terminate the Trial Program without notice if you use AT&T’s wireless data services in any manner that is prohibited.

AT&T Wi-Fi Services & Wi-Fi Calling: AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy found at att.com/attwifitosaup. Your use represents your agreement to those terms, incorporated herein by reference. AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH ANYONE WHO MAY USE YOUR SERVICE TO PLACE CALLS OR SEND TEXTS.

• **TTY Devices are not compatible with Wi-Fi Calling.**

• Wi-Fi Calling lets you make calls and send text messages over Wi-Fi when cellular coverage is limited or unavailable. Your device must be set to AT&T HD voice and have Internet access. Loss of your Internet connection during voice Wi-Fi Calling will disconnect your call, including 911 calls. In the U.S., you can use Wi-Fi Calling to call numbers in the U.S. at no additional charge (excluding 411 calls and other premium numbers). No Wi-Fi Calling to 211, 311, 511, and 811. See att.com/wificalling for more info.

• **911 Calling with TTY & Real-Time Text.** Due to technical limitations, Wi-Fi Calling cannot be used with TTY devices and will not support TTY 911 calls. Persons with communications disabilities can use Real Time Text (att.com/RTT) as an alternative to TTY. 911 services can be reached by either (1) calling 911 using Real Time Text (2) calling 911 directly using a TTY device over the cellular network or from a landline telephone, or (3) sending a text message to 911 directly, or (4) using relay services to place a TTY or captioned telephone services (CTS) call from a wireless phone or from a landline telephone, or (5) using relay services to place a IP Relay or IP CTS call over a cellular or IP network.

• **911 Call Routing.** 911 calls using Wi-Fi Calling will first attempt to route to the appropriate emergency response center using automatic location information from your device. If such information is unavailable, the Emergency Address (No P.O. Boxes) entered in your Wi-Fi Calling settings will be used for routing. To set up Wi-Fi Calling you will need to enter a US address. You can change your Emergency Address at any time by selecting "Update Emergency Address" in your Wi-Fi Calling menu. To ensure proper routing of 911 calls update your Emergency Address as needed. 911 service may be delayed or unavailable if automatic location information is unavailable or if using Wi-Fi Calling from a location different from the Emergency Address you entered.

• **You acknowledge that you received and understand the foregoing information about 911 calls using Wi-Fi Calling, and you further agree that if you dial 911 on a device using Wi-Fi Calling, AT&T may treat the automatic location information transmitted by your device as your temporarily updated Wi-Fi Calling Emergency Address.**

WHAT HAPPENS AT THE END OF THE TRIAL PERIOD?

Once You reach 30 days or 50GB, AT&T will terminate service to the Trial Device automatically. If You wish to continue service beyond the Trial Period, You must enter into a commercial agreement with AT&T. Shortly before the end of the Trial Period, AT&T will contact you by phone or email to notify you of the upcoming expiration of the Trial Period , provide details on your options, and let you know how to sign up for commercial service. AT&T will also notify you when your Trial Device service has been terminated.

Please note that You do not need to wait for the expiration of the Trial Period to enter into a contract with AT&T for paid commercial service. You can enroll for paid commercial service via toll free number (877)343-7347 or directly sign up online at <https://www.business.att.com/industries/smallbusiness.html> at any time.

YOUR CONSENT TO BE CONTACTED

We may contact you for marketing purposes in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that AT&T, and anyone contacting you on our behalf, may communicate with you in any manner, including using a pre-recorded or artificial voice, using an automatic telephone dialing system to place calls or send messages or alerts, or using an automatic e-mail system to deliver email messages. If a contact number you have provided to us is no longer your number, You agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any Authorized Users and other users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service.

ARE THERE OTHER IMPORTANT TERMS?

Location-Based Network Performance Information/Location-Based Services:

AT&T collects information about the approximate location of your Trial Device in relation to our cell towers and the Global Positioning System (GPS). We use that information, as well as other usage and performance information also obtained from our network and your Trial Device, to provide you with wireless voice and data services, and to maintain and improve our network and the quality of the wireless experience. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users using the Trial Services that we may collect and use location information from Trial Devices. Your Trial Device is also capable of using optional Content at your request or the request of a user on your account, offered by AT&T or third parties that make use of a device's location information (**Location-Based Services**). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. For more information on Location-Based Services, please visit att.com/privacy. Our directory assistance service (411) may use the location of a device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details.

Privacy. Both AT&T and You are each responsible for complying with the privacy laws applicable to their respective businesses. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If You do not want AT&T to comprehend Your data to which it may have access in performing Services, You must encrypt such data so that it will be unintelligible. You are responsible for obtaining consent from and giving notice to Your users, employees and agents regarding Your and AT&T's collection and use of the User, employee or agent information in connection with a Service. You will only make accessible or provide Personal Data to AT&T when you have the legal authority to do so. Unless otherwise directed by You in writing, if AT&T designates a dedicated account representative as Your primary contact with AT&T, You authorize that representative to discuss and disclose Your customer proprietary network information to any employee or agent of Yours without a need for further authentication or authorization. See the AT&T Privacy Policy https://about.att.com/csr/home/privacy/full_privacy_policy.html

Lost or Stolen Trial Device. If your Trial Device is lost or stolen, You can report it as lost or stolen and suspend Service without a charge by contacting AT&T by calling toll free (877) 705-1869. AT&T may cancel Service to the Trial Device if AT&T believes the associated wireless number is being used in an unlawful, abusive or fraudulent manner.

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

Content. You are solely responsible for all content that You permit 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 Your 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**). You have sole responsibility for any losses resulting from Your or your users downloading, access to, or use of any third-party Content, or from Your or your users' 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.

Your Notices to Your Users. You will advise all your users that they must read all collateral materials concerning the Trial Program, including, without limitation, the Trial Program brochure, website or other materials, coverage maps, materials related to the Trial Device and these Trial Terms. AT&T will make copies of such materials available to You upon request.

Your Representations and Warranties. You represent and warrant that (a) You are the authorized representative of a bona fide business entity; and (b) all Trial users are, and will continue to be throughout the Trial Period, valid employees of the business entity.

DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION.

The services and Trial Device furnished under this Trial Program are provided on an "as is" basis with no indemnities, warranties or representations express or implied of any kind to the extent allowed by law. In no event shall AT&T or its affiliates be liable to You, Your affiliates or third parties claiming through You for monetary damages of any kind, including direct, indirect, incidental, special, reliance or consequential damages, expenses associated with the trial or lost profits or revenues, arising out of any breach or alleged breach of this agreement. AT&T does not warrant the trial will result in any outcome satisfactory to customer, or that the trial will meet Your business needs.

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE OR TRIAL DEVICE, 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, YOUR DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF THE TRIAL DEVICE PURCHASED BY OR PROVIDED TO YOU IN CONNECTION WITH THE TRIAL PROGRAM.

Indemnification. You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Services or Trial Device, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account, or any person you allow to use

the Services or your Trial Device.

Online Trial Program Portal (“PORTAL”). YOU AGREE THAT AT&T WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED INTERCEPTION OF AND/OR ACCESS TO THE PORTAL. AT&T’S SECURITY FEATURES FOR THE PORTAL INCLUDE SECURE SOCKET LAYER (SSL) ENCRYPTION TECHNOLOGY AND PASSWORD RESTRICTIONS. IN ADDITION, YOU AGREE THAT AT&T WILL HAVE NO LIABILITY TO YOU FOR ANY DELAYS IN PROVIDING INFORMATION ON THE PORTAL, THE ACCURACY OF INFORMATION, OR ANY FAILURE OF THE PORTAL. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO THE PORTAL WILL BE THE TERMINATION OF YOUR ACCESS TO THE PORTAL.

Survival. The disclaimer of warranties and limitations of liability, and indemnification set forth in the Trial Terms 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 and its Affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in these Trial Terms will survive expiration or termination of these Trial Terms.

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

Governing Law. These Trial Terms are subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Georgia. 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 Trial Terms and those regulations, the Trial Terms will be deemed amended as necessary to conform to such regulations.

You understand will not be able to participate in, or obtain wireless service under, the Trial Program until You accept these Trial Terms.