

PRIVATE MOBILE CONNECTION – PUBLIC STATIC IP ADDRESS ATTACHMENT

Last Revised 6/6/19

- 1. PUBLIC STATIC IP ADDRESS SERVICE.** Provided that Customer is in compliance with all of the terms of the Agreement, as amended, and for so long as Customer is purchasing AT&T Private Mobile Connection Service from AT&T, AT&T will provide Customer access to public static internet protocol (IP) addresses for assignment to, and use by, designated Customer wireless devices on the terms and conditions set forth in this Agreement. Public Static IP addresses can be used for Custom APNs and/or Shared APNs. Custom APNs are used by a single Customer. Shared APNs are used by multiple customers. For all APNs, the AT&T mobility network separates each device's traffic from other mobile devices while on the AT&T network.
- 2. PRICE AND LIMITS.** This price for each public static IP address shall be \$3.00 per month. This price excludes any set-up charges, which will be determined by AT&T at the time of ordering and invoiced separately. Subject to the Terms and Conditions for Public Static Addresses Section - Limited Resource below, Customer is limited to thirty (30) public static IP addresses on Shared APNs, except when otherwise agreed to by AT&T. Once an AT&T Private Mobile Connection Custom APN is implemented using either a Custom APN or shared APN, Customer must relinquish any and all public static IP addresses not associated with its APN upon request by AT&T. Customer must provide a list of IP addresses and ports for mobile terminated APN configurations during the ordering process.
- 3. TERMS AND CONDITIONS.** The services provided under this Amendment are subject to the following terms and conditions:

 - a. Security Issues.** An AT&T public static Internet Protocol (IP) address is a fixed IP address number assigned to an eligible AT&T wireless device. A wireless device assigned to a public static IP address can access, and be exposed to, the public internet via the AT&T Private Mobile Connection (PMC) platform. Devices with public static IP addresses, especially those exposed to the internet, are vulnerable to data mining and increased security risks, including malware and DDoS attacks. Customer assumes all responsibility for the security of its wireless devices assigned to a public static IP address, including compliance with any security recommendations made by the device manufacturer as well as the following security requirements established by AT&T:

 - i. All devices assigned to a public static IP address must be able to accept and implement software and security upgrades over-the-air;
 - ii. Customer must change all default passwords and UUIs for all devices assigned to the public static IP address after initial provisioning.
 - iii. All unnecessary services (e.g., Telnet SSH, etc.) must be shut down.
 - iv. Customer is responsible for monitoring the security of its devices at all times and must remove any infected or compromised devices from the AT&T network immediately. In the event that AT&T determines in its reasonable judgment that one or more of Customer's devices may be infected or compromised, AT&T shall have the right, but not the obligation, to disconnect the device from the AT&T network with or without notice to Customer.
 - v. Customer is hereby advised that infected or compromised devices may increase usage substantially and may cause unanticipated overage charges. ALL SUCH CHARGES ARE THE RESPONSIBILITY OF THE CUSTOMER AND AT&T SHALL NOT BE REQUIRED TO ISSUE ANY CREDITS OR REMOVE ANY SUCH CHARGES FROM CUSTOMER'S INVOICE.
 - b. SIM Activation.** The SIM on a wireless device must be activated before the device can be assigned to a public static IP address.
 - c. Unlimited Plans Prohibited.** A public static IP address cannot be assigned to any wireless device using any unlimited wireless data plan, unless otherwise agreed to in writing by the Parties.
 - d. Limited Resource.** Public static IP addresses are a limited resource. Accordingly, AT&T reserves the right, in its sole discretion, to limit the number of public static IP addresses available to Customer and/or deny any requests for public static IP addresses.

- e. **No Ownership Right.** Customer does not own, nor has any property interest in, a public static IP address- assigned to any wireless device. AT&T shall have an unrestricted right to reclaim and/or reassign any public static IP address if the SIM on an associated wireless device is deactivated or if the public static IP address remains unused for 12 months.
- f. **No Usage Alerts.** Due to systems limitations, Customer's CRUs on rate plans associated with a wireless device assigned to a public static IP address will not receive data usage alerts. Customer is solely responsible for tracking all data usage on wireless devices assigned to a public static IP address and remains responsible for any data overages.
- g. **Modification.** AT&T reserves the right to modify or discontinue the provisioning of public static IP addresses without prior notice to Customer.
- h. **Customer Responsibilities.** Customer shall provide any information and assistance as may be requested by AT&T related to the set-up, maintenance and termination of any public static IP addresses.
- i. **"As Is"; Disclaimer of Warranties.** AT&T PROVIDES PUBLIC STATIC IP ADDRESSES ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IN NO EVENT SHALL AT&T OR ITS AFFILIATES BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR THIRD PARTIES CLAIMING THROUGH CUSTOMER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EXPENSES ASSOCIATED WITH THE USE OF THE PUBLIC STATIC IP ADDRESSES OR LOST PROFITS OR REVENUES, ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THE SERVICES PROVIDED UNDER THIS AMENDMENT.
- j. **Set-Up Policies and Procedures.** Customer must comply with all policies and procedures established by AT&T for the assignment and set-up of all public static IP addresses. AT&T may modify such policies and procedures without notice
- k. If Customers may requests the right to use a temporary general use Shared APN during the ordering process, but Customers may only use that such temporary APNs for a maximum of 120 days.