

AT&T Cell Booster / AT&T Cell Booster Pro Attachment

Last Revised 1/06/2021

1. AT&T CELL BOOSTER AND AT&T CELL BOOSTER PRO SOLUTIONS

1.1. AT&T Cell Booster and AT&T Cell Booster Pro (each a “Device”) are low power, small cell radios and base stations that extend AT&T 4G LTE voice and data coverage to help fill indoor coverage gaps. These Devices connect to the AT&T Mobility core network via a highly secure IPsec tunnel using virtually any type of Customer provided broadband internet access.

The Devices are plug and play, self-install with remote management features to control the Device’s operation. Provided Customer is in compliance with its business agreement for AT&T Mobility service (Agreement), Customer may purchase and activate up to three Cell Booster Devices or three Cell Booster Pro Devices per street address.

1.2. AT&T will provide Customer with the applicable Solution pursuant to the Agreement and as more described fully in this Attachment. Customer will own the Device and, subject to the installation requirements provided in this Attachment and in any installation and user guides, will determine in its sole discretion the structures on which to deploy the Device.

1.3. The Solution will consist of one or more Devices and applicable accessories, the AT&T Cell Booster Application and/ or AT&T Cell Booster Portal.

1.3.1. Cell Booster Devices enhance Network RF coverage by a range of up to 3,000 square feet per Device. Each Cell Booster solution includes the Cell Booster and the following in-box accessories: power supply and cable, ethernet cable, GPS antenna.

1.3.2. Cell Booster Pro Devices enhance Network RF coverage by a range of up to 15,000 square feet per Device. Also included are the following in-box accessories: power supply and cable, ethernet cable, GPS antenna, and a wall/ceiling mount. For an extra one-time fee, Customer may elect to have AT&T install one or more Cell Booster Pros at a single Customer location.

1.3.3. Optional Cell Booster Pro accessories available for purchase:

- Power over Ethernet ++ Splitter (PoE++ Splitter)
- GSP Antenna Extension Cable (65’)
- Desk Stand

Replacements for all accessories are also available for purchase.

1.3.4. AT&T Cell Booster Portal/AT&T Cell Booster Application - (see Section 2)

1.4. AT&T Professional Installation - Customer may also purchase **“AT&T Professional Installation”** for Cell Booster Pro (not for Cell Booster)– For an extra one-time fee, Customer may elect to have AT&T install the Cell Booster Pro device, as described in Section 3 below.

1.5. Cell Booster and Cell Booster Pro and AT&T Installation pricing, and related terms and conditions, are set forth in the Cell Booster and Cell Booster Pro Product Brief, located at att.com/cellboosterpro and <https://www.att.com/buy/accessories/specialty-items/att-cell-booster-cool-grey.html?q=cell%20booster> which is incorporated herein by reference. Any conflicts between the two documents are resolved in favor of this Attachment.

1.6. *Device (s) are deemed “Equipment” in accordance with the Agreement.

2. **AT&T Cell Booster Portal and AT&T Cell Booster Application**

2.1. AT&T will provide Customer with access to the AT&T Cell Booster Portal (Portal) and the AT&T Cell Booster application (App) to manage Device functionality for both Cell Booster and Cell Booster Pro. The App can be downloaded from commercial app stores. The applicable terms and conditions for use of the App and Portal are located at att.com/cellboosterpro. The terms and conditions for the App must be accepted at the time of download by each Authorized User. The Terms of Use for the Portal must be accepted by the authorized Customer administrator before using the Portal. Customer is responsible for its administrator and all its users’ use of the App and Portal.

Customer can perform the following functions via the Cell Booster app or portal:

- manage basic functions of the Devices
- view product information, troubleshooting tips, and FAQs
- add and remove administrators
- add or remove locations
- view and update Customer and Device information
- activate and deactivate Devices
- check activation status access monthly performance reports (Cell Booster Pro only)
- Manage Open or Closed mode user access lists (Cell Booster Pro FirstNet configuration only)

2.2. AT&T will provide troubleshooting and self-help instructions as well as telephone support for any installation or usage questions.

2.3. Device Configurations:

Cell Booster has a single configuration.

Cell Booster Pro on the other hand may be provisioned in two different configurations depending on whether the Customer is Business/Enterprise or FirstNet:

- AT&T (Business/Enterprise) configuration – supports AT&T frequency Bands 2 and 66
- FirstNet configuration – supports AT&T frequency Bands 2 and 14

The Cell Booster Pro FirstNet configuration may be operated in “Open” or “Closed” mode. In Open mode, any AT&T wireless subscriber within range of a Cell Booster Pro will be able to send and receive calls, text, and data. In the Closed mode, Customer can limit calling and data usage to Customer authorized users. Customer may switch between Open and Closed mode, and their authorized users may be added or deleted, as Customer requires through use of the AT&T Cell Booster Portal. (Note: Selection of the FirstNet configuration does not provide priority access or preemption unless the end user device is on an authorized FirstNet rate plan.)

Cell Booster and Cell Booster Pro may be provisioned at the same location. Cell Booster Pro configuration options however must be the same for each Cell Booster Pro at a single location (i.e. AT&T Business/Enterprise configurations cannot be mixed with FirstNet configurations at the same location).

3. INSTALLATION

- 3.1. **Customer Installation.** Unless Customer has elected for AT&T Professional Installation of Cell Booster Pro (See Section 3.2, below), Customer is responsible for installing the Device at the Premises. Such installation will be at Customer's sole expense and must be materially in accordance with instructions provided by AT&T, as well as Section 3.3 below, in order to function properly.
- 3.2. **Optional AT&T Installation for Cell Booster Pro.** Customer may elect to have installation performed by AT&T. Customer will provide access to space at the Premises that is sufficient, climate controlled, and in such a condition that will allow installation and proper initial testing and operation of the Device. When accessing the Premises, AT&T will comply with Customer's reasonable security procedures and protocol. The scope and final price of professional installation services may be addressed in a separate Statement of Work.
 - 3.2.1. **Hazardous Materials.** Customer will ensure that the Premises at which AT&T performs any installation or Modifications are a suitable and safe working environment, free of Hazardous Materials. If AT&T discovers, uncovers, disturbs, or otherwise reveals any existing Hazardous Materials within the Premises, including but not limited to asbestos, then it will immediately stop any work in progress and report such findings to Customer. If Customer has not commenced and diligently pursued corrective action to remediate such Hazardous Materials within thirty (30) days after AT&T's discovery then AT&T will not be required to continue installation, nor be held liable for any expense borne by Customer for its failure to take corrective action. AT&T is hereby released and indemnified from any responsibility for managing, monitoring, or abating, and will not be deemed to have ownership of, Hazardous Materials, including asbestos, pre-existing within the Premises or not otherwise introduced by AT&T. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T has no obligation to perform work at the Premises that in AT&T's sole discretion is not a suitable and safe working environment.
 - 3.2.2. **Statement of Work.** A separate statement of work describing the AT&T installation activity and related terms and pricing may be provided by AT&T and executed by the parties (a "SOW"). If impediments, complications or customer-requested changes in scope arise (Changes), the schedule and fees could be impacted, and the parties will modify the SOW accordingly in a signed writing.
- 3.3. **Installation Requirements.** Prior to installing a Device, Customer (a) must own or control the Premises; and (b) must have or will obtain all required approvals and consents from any and all applicable parties (including but not limited to lenders and landlords), sufficient to allow AT&T or Customer to install, maintain, repair, replace, remove, inspect, perform modifications on, and/or operate the Device on the Customer Premises. Customer is responsible for all electricity, HVAC, and any other utility required or consumed by the Device. Any land use, historic

property, or building, electrical, and safety permits that may be required for the installation, maintenance, repair, replacement, removal, and/or operation of the Device will be Customer's sole responsibility and expense.

4. CUSTOMER PROVIDED BROADBAND INTERNET

Customer must provide broadband Internet access to the Device(s) with minimum bandwidth speed as defined in the Cell Booster Pro Broadband Internet Requirements found at att.com/CellBoosterPro. In addition, Customer must configure all necessary firewalls, switches, routers, and associated network equipment to allow inbound and outbound IP traffic as defined in the Cell Booster Pro Broadband Internet Requirements. Failure to meet these requirements will prevent successful activation and operation of the Device(s). AT&T is not responsible for configuration or management of Customer provided broadband Internet access.

Customer must configure its local network and associated equipment to provide AT&T with IP access to each Device via the Customer provided broadband Internet access, and it may not modify the hardware or software configuration of a Device to interfere with AT&T's ability to monitor the Network.

5. ACTIVATION

Customer may activate or re-activate a Device by following the instructions provided on the AT&T Cell Booster Portal, and with proper broadband Internet access. AT&T may require further information and identification from Customer before authorizing activation.

6. TERMINATION

- 6.1. In addition to any Agreement termination rights, AT&T may terminate this Attachment, or suspend or limit Customer's use of the Solution, if: (a) Customer seeks to reverse engineer or disassemble the Device(s), hack or break any security mechanism of the Solution, or reconstruct, decompile, translate, modify, copy, adapt, or create derivative works of any software contained therein, or of the App or Portal website; (b) Customer's use of the a Solution poses a security or service risk to AT&T, to any user of a Solution, or may subject AT&T or any third party to liability, damages or danger; (c) Customer otherwise uses the Solution in a way that disrupts or threatens AT&T's Network, or the systems, services, or network of any other carrier; (d) Customer installs or uses the Solution or any component thereof other than as expressly permitted herein; (e) AT&T receives notice or otherwise determines, in its sole discretion, that Customer may be using the Solution for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of AT&T or any third party, including failing to obtain all approvals, consents, and permits required under this Attachment; (f) Customer resells or attempts to resell the Service made available by a Device; (g) AT&T determines, in its sole discretion, that providing the Solution to Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (h) Customer fails to comply with the procedures and requirements of Section 8.4.

In addition, AT&T may deactivate one or more Devices, or terminate this Attachment and permanently deactivate the System, under the following circumstances:

- 6.1.1. If the FCC, respective state Public Utilities Commissions, or any other regulatory agency or legislative body promulgates any rule, regulation, or order that has the effect of prohibiting or adversely affecting AT&T's ability to fulfill its obligations hereunder;
 - 6.1.2. If material harm would result to the Network or to AT&T's customers if the Solution remained in operation;
 - 6.1.3. If AT&T is unable to eliminate any material interference caused or exacerbated by the Solution; or
 - 6.1.4. If at any time AT&T discontinues the sale and support of Device(s) generally, or replaces them with products having enhanced capacity or functionality then if Customer thereafter chooses to continue use of the added capabilities provided by a Device, AT&T may require Customer to upgrade to such enhanced product, subject to additional costs, terms and conditions.
- 6.2. In the event of an AT&T deactivation, suspension, or limitation of the Solution hereunder, AT&T will provide commercially reasonable notice where possible, but may, in its sole discretion, take action immediately and without notice where necessary to protect AT&T suppliers, other customers, or the Network. Such deactivation, suspension, or limitation will not constitute a breach of this Attachment or the Agreement and will not create any liability from AT&T to Customer or any users of Customer's Solution.
 - 6.3. Upon the permanent deactivation of the Solution for any reason (i) the rights granted to Customer herein, including all licenses to software, will terminate and (ii) Customer must immediately cease all use of the Solution and the App and Portal website.

7. MONITORING

AT&T will continuously monitor the availability of the Device(s) on the Network to confirm that the Network is not suffering interference. Customer consents to AT&T use of this diagnostic information for this purpose. If any problems are discovered, AT&T may at its option, with commercially reasonable notice, disable or disconnect the applicable Device(s) to determine the cause. Customer shall reasonably cooperate with AT&T in resolving any problems or Interference.

8. SYSTEM PERFORMANCE AND REGULATORY REQUIREMENTS

- 8.1. Customer understands and agrees that each Device impacts Network capacity and performance, and that, due to the nature of RF, a Device may not always provide coverage for the entire corresponding Premises. Customer also understands and agrees that from time to time AT&T may, in its sole discretion, make Modifications to the Network.
- 8.2. Federal Communications Commission ("FCC") regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned Frequencies, which AT&T will do in accordance with the terms of this Attachment. The parties agree that: (a) Customer does not have, and will not acquire through this Attachment or the Agreement any proprietary or ownership rights or interest in the Network, and that AT&T will have the right, in the event of unresolvable Interference, to deactivate the offending Device (s) in its sole discretion. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems used as part of a Device installation.

- 8.3. Customer understands and agrees each Device requires connectivity to the Internet, at Customer's sole cost and expense. Customer acknowledges and agrees that failure to support the provision of the required broadband internet connectivity will prevent the Device from operating properly.
- 8.4. RF Exposure: when one or more Devices are operated in accordance with manufacturer specifications and AT&T's instructions, they are designed to meet FCC RF safety compliance requirements specified in 47 CFR §1.1310. Customer shall take the following actions to avoid excess RF exposure to employees, contract workers, and others that may gain proximity to a Device (Persons with Access):
 - 8.4.1. Install each Device a distance of at least 20 cm away from any area where Persons with Access may routinely be present (i.e. for a time period greater than one minute), including areas of short-term duration such as, but not limited to, a light, light switch, thermostat, HVAC unit or vent, electrical outlet, and signs.
 - 8.4.2. Instruct all Persons with Access to remain at least 20cm from any installed Device (s);
 - 8.4.3. Instruct all Persons with Access to inform Customer if there is a need to get closer than 20 cm from the Device;
 - 8.4.4. Instruct all Persons with Access to coordinate work near the Device(s) with Customer;
 - 8.4.5. A Device must be powered down (power turned off) according to AT&T instructions if Persons with Access need to work within 20 cm of any Device. When powering down is required, Customer will notify the Persons with Access when each affected Device is powered down, ensure the Device(s) remain powered down while work is being performed and only power up the Device(s) when all work is complete and all Persons with Access are located at least the required distance away; and

Follow such other instructions as AT&T may provide from time to time, including, but not limited to, the installation and maintenance of any notice, caution, and warning signs and any RF transparent screen/shield.

- 8.5. 911 calls placed over a Device will be routed to the applicable Public Safety Answering Point, as determined from the address provided by Customer during Device online registration, to summon first responders (i.e., police, medical assistance, or fire) (First Responders) to the Customer's registered premises. If a Device is used at a location different from the address provided at registration, First Responder delays are likely; therefore, Customer must keep the address on its Device account up to date. If a Device is deactivated and activated at a new location, the address information must be updated immediately. Details and management options are available using the Portal.

No calls--including 911 calls--placed during a power failure or Internet outage, will be connected through a Device since each Device requires electrical power and internet service to work.

Anyone within range of a Device may be able to connect through the Device to place a call to 911. Customer may not do anything to block or prohibit such calls from being connected.

- 8..6. Device (s) may be used only where AT&T is authorized to provide wireless service. Additionally, Device operation may be limited or non-existent in certain places within AT&T's Network coverage area. The physical address at which a Device has been installed will be verified by AT&T from time to time. If at any time AT&T is unable to verify that a

Device is located at its stated address and within an AT&T authorized service area, the Device may be taken out of service. Customer may reactivate a Device taken out of service by correcting the address information at the AT&T Cell Booster Portal, and then follow the activation instructions.

9. DISCLAIMER OF WARRANTIES; INDEMNITIES; CERTAIN LIMITATIONS

Disclaimer - AT&T is not the manufacturer of the Device. The Device and related equipment are provided on an "as is" basis, and AT&T expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Notwithstanding the foregoing, AT&T shall provide a limited warranty replacement as set forth in the Limited Warranty in Section 12.

Indemnity - Customer agrees to indemnify, defend, and hold harmless AT&T, its Affiliates, and its licensors, and their officers, directors, agents, and employees (the Indemnified Parties) from and against any claim, proceeding, loss, damage, fine, penalty, interest, and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with Customer's access to or use of a Device including but not limited to the following: (i) Customer's breach of the Agreement (including this Attachment); (ii) Customer's violation of law (including, without limitation, export/import laws and data protection laws); (iii) Customer's negligence or willful misconduct; or (iv) Customer's violation of the rights of a third-party. Customer must promptly notify AT&T in writing of any third-party claim arising out of or in connection with Customer's access to or use of a Device.

Limitations 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 interference, RF exposure, or any interruption or error in routing or completing calls or other transmissions (including 911 calls or any similar emergency response number).

10. ADDITIONAL TERMS ADDITIONAL TERMS AND CONDITIONS

Devices are sold for use on AT&T systems and Network and are not compatible with other wireless systems. Devices are intended for use only with AT&T mobile devices subscribed to services provided by AT&T.

- 10..1. AT&T reserves the right to: (i) modify or discontinue the Device service in whole or in part; and/or (ii) terminate the Device service in accordance with Section 6. AT&T may make changes to the Device services, prices, technical specifications, product offerings, and any other information and materials in or related to the Cell Booster Pro service at any time and without notice.

11. LIMITED WARRANTY

AT&T warrants to the initial purchaser of a Device that, if the product or any part that AT&T determines to be defective in material or workmanship during a period of one (1) year from date of purchase, as evidenced by a register receipt or other valid proof of purchase, at AT&T's option either the defects will be repaired or the Device replaced both without charge.

LIMITATIONS AND EXCLUSIONS: This warranty does not apply to any cost incurred for removal or reinstallation, or to any product or part thereof which has suffered through normal wear and tear, alteration, improper installation, physical abuse, misuse, neglect or accident. Damage resulting from an

act of God, including but not limited to fire, flood, earthquake and other natural disasters are excluded. This limited warranty is in lieu of all other warranties, express or implied either in fact or by operations of law, statutory or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for a particular use. AT&T does not authorize any other person to assume any liability on behalf of AT&T beyond the warranty herein described. This Limited Warranty is not valid for Device resale unless authorized by AT&T.

Customers who believe they require warranty service should call AT&T Customer Care at 877.996.7017. A Customer Care representative will take information over the phone to attempt to diagnose and remedy the issue. If the Customer Care representative determines that the claim is eligible for warranty service, the representative will provide instructions on how to return the device for repair or replacement.

12. DEFINITIONS

“Authorized User” means an AT&T wireless subscriber specifically authorized by Customer to access and use the features of the Device. Authorized User control is only available when Customer uses the Device in FirstNet configuration Closed mode.

“Device” - AT&T Cell Booster or AT&T Cell Booster Pro

“EULA” means the End User License Agreement for the App.

“Frequency” or “Frequencies” means the frequencies used by AT&T to provide wireless telecommunication services and features.

“Interference” means undesired RF energy that can degrade the quality of, among other things, the Network, transmission facilities, equipment, service, and/or frequencies, which may result in distorted conversations, dropped calls, blocked calls, and or similar issues for AT&T, its affiliates, and/or other carriers.

“Cell Booster or Cell Booster Pro” means a high capacity, low power small cell radio for enhanced inbuilding Network coverage; also referred to as the “Device”.

“AT&T Cell Booster Portal means the web address located at att.com/AT&TCellBooster, available to Customers in accordance with this Attachment, at which Customer may manage certain functions of the Device. In addition, installation, usage, and other information may be found regarding the Device, as well as regulatory information, guides, and explanations of other items set forth herein. The mobile application (App) also provides similar functionality.

“Modifications” means any modifications, enhancements, expansions, upgrades, or equipment replacement, adjustments, shut-downs, disablements, or other changes to a Device.

“Network” means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

“Premises” means the physical location(s) owned, leased, or otherwise controlled by Customer in which the Device is installed and maintained.

“RF” means radio frequency.

“Solution” means the AT&T Cell Booster, AT&T Cell Booster Pro, AT&T Cell Booster Application and Portal and any AT&T Professional Installation services collectively

“Terms of Use” means the terms and conditions under which the end-user may use the AT&T Cell Booster Portal