

PRIVATE MOBILE CONNECTION (formerly COMMERCIAL CONNECTIVITY SERVICE (CCS)) – CUSTOM APN ATTACHMENT

Last Revised: 12/20/17

1. Private Mobile Connection - Custom APN. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide PRIVATE MOBILE CONNECTION – Custom APN to Customer.

2. Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to PRIVATE MOBILE CONNECTION – Custom APN.

2.1 “APN” means Access Point Name.

2.2 “PRIVATE MOBILE CONNECTION – Custom APN” means an APN dedicated to Customer with customizable features allowing Customer to isolate data traffic among specified IP addresses, provided by AT&T in accordance with the terms and conditions of this Attachment.

2.3 “Connection Right” means the right to connect to AT&T’s wireless network through PRIVATE MOBILE CONNECTION – Custom APN.

2.4 “Host Application” means a software or other enterprise application Customer intends to use in connection with PRIVATE MOBILE CONNECTION – Custom APN.

2.5 “Internet” means a network connecting many computer networks based on a common addressing system and communication protocol.

2.6 “IP” means Internet Protocol.

2.7 “IP Charge” or “IP Charges” means the monthly charges payable by Customer in connection with public static IP addresses or public dynamic IP addresses more fully described in §6 of this Attachment.

2.8 “Proxy Mobile IP” or “PMIP” means the service provided to wireless router devices utilizing the proxy mobile IP protocol as defined by RFC5213 and RFC5844 Internet standards.

2.9 “Router Configuration Service” means a professional service, provided by AT&T, which would configure, test, and integrate a Cisco or AT&T branded router with the customer’s PRIVATE MOBILE CONNECTION.

2.10 “Set-Up Charge” or “Set-Up Charges” means the set-up charges payable by Customer and related to PRIVATE MOBILE CONNECTION – Custom APN, all as more fully described in §6 of this Attachment.

3. Connection Right and Limitations.

3.1 Connection Right. Subject to the limitations set forth in § 3.2, AT&T hereby grants Customer a Connection Right for use with one or more Host Applications.

3.2 Limitations.

3.2.1 The Host Application must be used solely in connection with the transmission of Customer’s data to and from Customer’s End Users using Service.

3.2.2 Customer must not offer, resell or otherwise make the Connection Right available to third parties.

3.2.3 The Connection Right is not exclusive.

3.2.4 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment, or to Customer configured network addresses connected behind its Equipment if Customer has ordered the optional PMIP feature. Traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.5 The Connection Right must not be used to send SMS messages, and no data or other content may be passed via an SMS message, either from a Host Application to an End User's Equipment or from an End User's Equipment to a Host Application; provided, however, that Customer may use the Connection Right to send SMS messages solely as a signal to activate an End User's Equipment.

3.2.6 Customer must only use equipment that meets quality standards set by the Federal Communications Commission and is certified by AT&T in advance of use. Customer agrees that AT&T has the absolute right to approve or disapprove any equipment used.

3.2.7 PRIVATE MOBILE CONNECTION – Router Configuration Services are only available for customers with Cisco or AT&T branded hardware. AT&T has the absolute right to approve or disapprove any equipment used.

3.2.8 PRIVATE MOBILE CONNECTION – Custom APN is only available with Internet connectivity when used as a stand-alone product.

3.2.9 PRIVATE MOBILE CONNECTION—Custom APN, when provisioned with a data rate plan that allows Tethering, is incompatible with Advanced Messaging feature on wireless devices using the Android® operating system. AT&T will automatically remove or disable the Advanced Messaging feature from Customer's wireless device(s) using a data rate plan that allows Tethering and the connection provided by AT&T PRIVATE MOBILE CONNECTION—Custom APN. Traditional SMS service will be available on Customer's wireless device(s).

4. PRIVATE MOBILE CONNECTION – Router Configuration Services

4.1 Description. AT&T provides an optional Router Configuration Service (RCS) offering, which will configure, test, and integrate the Customer's Cisco or AT&T-branded host router with the PRIVATE MOBILE CONNECTION service offering. The scope of the RCS engagement includes requirements gathering, configuration, testing, and delivery of a completed router configuration to the Customer. RCS includes turn-key support – end-to-end testing during the test, and turn up of the MCS service offering.

4.1.1 Router Configuration Service Features

The Router Configuration Service consists of the following:

- Assessment of router configuration requirements
- Pre-testing of router configuration in an AT&T facility
- Customer confirmation of AT&T-tested router configuration
- Remote configuration and testing of Customer's router
- Remote router and Access Point Name (APN) Test and Turn up
- Delivery of Customer Welcome Packet that includes router configuration and APN solution diagram

4.1.2 Router Configuration Service Activities

AT&T will engage with the Customer after a PRIVATE MOBILE CONNECTION order is placed, and use of the Customer's PRIVATE MOBILE CONNECTION solution design and the Customer's network architecture. AT&T will gather and analyze the data necessary to develop a router configuration to integrate the PRIVATE MOBILE CONNECTION solution into the Customer's network infrastructure. AT&T will perform verification testing on the custom router configuration and consult with the Customer to confirm the AT&T configuration. AT&T will deliver the configuration to the Customer, and provide remote assistance to the Customer in the deployment of the new router configuration onto the Customer host router.

4.2 AT&T Professional Services Deliverables

AT&T will provide the following deliverables as part of performing the RCS (“Deliverables”):

Name of Deliverable	Description of Deliverable
AT&T Service Description	<ul style="list-style-type: none">□ Defines the AT&T engagement□ Contains the following:<ul style="list-style-type: none">○ Hardware requirements○ Configuration options○ Verification testing parameters
AT&T Welcome Packet	A Welcome Packet will be included at the completion of services that defines the details of the Customer’s overall mobility solution design and includes a copy of the agreed router configuration.

5. Customer’s Responsibilities.

5.1 Host Applications.

5.1.1 Host Application Responsibility. Customer must, at its own expense, develop, procure, implement and/or operate any and all Host Applications.

5.1.2 Host Application Approval. Customer acknowledges and agrees that deployment of PRIVATE MOBILE CONNECTION – Custom APN is subject to AT&T’s review and approval of Customer’s Host Applications. Customer must submit a written request for approval by AT&T prior to any modification of the network traffic profile or the addition of a new Host Application. In the event Customer modifies a Host Application without AT&T’s prior written approval, or adds additional Host Applications or features to existing Host Applications without an AT&T approved customer order form for such modifications or additions, AT&T may immediately suspend or terminate the Connection Right.

5.1.3 Host Application Testing. AT&T reserves the right, but not the obligation, to test any Host Application prior to the initial connection or any time during the term of the Attachment to confirm that such Host Application is in compliance with the terms and conditions of the Agreement (including this Attachment).

5.2 IP Addresses. Customer acknowledges and agrees that it must have either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with PRIVATE MOBILE CONNECTION – Custom APN.

5.3 Technical Information. When requested to do so by AT&T, Customer will submit in writing to AT&T technical information concerning Host Applications, including if applicable (i) any name of the middleware product to be used in connection with the applicable software and/or service, (ii) the middleware options that the application software and/or service is using (where multiple communications options are supported in such middleware), (iii) the actual or projected average message size (uplink and downlink) submitted to the middleware by the application software and/or service, (iv) on a per user basis, the actual or projected average number of messages, uplink and downlink, submitted to the middleware by the application software and/or service per peak user hour, and (v) the application software’s retry algorithm for addressing situations where transmission of messages has been aborted by the middleware or for which an application software level response time, uplink or downlink, has been exceeded. Customer agrees AT&T has the right at any time, but not the obligation, to audit Customer’s Host Applications with regard to its interactions on the AT&T wireless network. If AT&T determines that use of a Host Application is or may be detrimental to the AT&T wireless network or may have a detrimental

effect upon service levels experienced by other users of the AT&T wireless network, Customer will modify the same as required by AT&T at Customer's expense and AT&T has the right, but not the obligation, to suspend the applicable Connection Right granted herein, until such time as the modifications requested by AT&T have been accepted by AT&T and implemented by the Customer.

5.4 Connectivity Guides. If Host Applications do not comply with the PRIVATE MOBILE CONNECTION Reference Guide, or in the case of SMS push via SMPP protocol, the PRIVATE MOBILE CONNECTION SMS Push ESME Guide, both of which are incorporated herein by reference, then AT&T may terminate the applicable Connection Right and/or terminate Service to any End Users. Customer should contact its AT&T sales representative for copies of both Guides.

5.5 Security. Customer is solely responsible for maintaining security for connectivity between Customer's network and AT&T's wireless network. Customer must comply with all reasonable security requirements and procedures established by AT&T and provided to Customer, and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by PRIVATE MOBILE CONNECTION – Custom APN. All corresponding interconnections are subject to and will go through the appropriate AT&T firewall. If AT&T believes that a connection is insecure, a logical or physical audit may occur. AT&T will gather information relating to Customer's access to AT&T's wireless network, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Customer understands and agrees that AT&T may suspend or terminate PRIVATE MOBILE CONNECTION – Custom APN in its sole discretion without notice. In the event of termination or suspension of PRIVATE MOBILE CONNECTION – Custom APN, Customer will not be responsible for the performance of any obligations pursuant to this Attachment that cannot reasonably be performed without PRIVATE MOBILE CONNECTION – Custom APN.

5.6 Customer Contact; Test and Turn-Up. Customer must designate a Customer representative ("Customer Contact") with responsibility for assisting AT&T, during a mutually agreeable time and upon reasonable prior notice from AT&T, in the testing and deployment of PRIVATE MOBILE CONNECTION – Custom APN (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn- Up include, among other things: (a) validating that the PRIVATE MOBILE CONNECTION – Custom APN works properly and permits access to Customer's network and the Host Application, and (b) authorizing the final deployment of the PRIVATE MOBILE CONNECTION – Custom APN. The PRIVATE MOBILE CONNECTION – Custom APN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

5.7 Liability. Notwithstanding anything in the Agreement (including this Attachment) to the contrary and without limitation as to the nature or amount of damages, Customer will be liable for all loss, costs and damages caused to AT&T's wireless network or other AT&T facilities through PRIVATE MOBILE CONNECTION – Custom APN.

5.8 Router Configuration Services. Customer agrees to:

5.8.1 Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the performance of the RCS project.

5.8.2 Participate in review meetings during each stage in the system development lifecycle, and provide sign-off prior to subsequent stage initiation.

5.8.3 Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.

5.8.4 Inform AT&T of any information or changes which may affect AT&T's performance of the RCS or may require a change in the scope; will provide AT&T with requested information in a timely manner. AT&T may rely on information provided by Customer and AT&T is not responsible for any errors or omissions in such information.

5.8.5 Provide AT&T with access to the business, Customer and technical information and facilities necessary to perform the RCS.

5.8.6 Deliver requested data and attend meetings promptly as defined in the project plan.

5.8.7 RCS Assumptions:

The RCS will be performed in a workmanlike manner that meets commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the RCS. Upon completion of the RCS, Customer must either sign the acceptance document AT&T presents or provide within five business days of the service completion date written notice to AT&T identifying any non-conforming the RCS. If Customer fails to provide such notice, Customer is deemed to have accepted the RCS. AT&T will not be responsible for negotiations with hardware, software, or other third party vendors, or for any other contractual relationship between Customer and third parties.

6. AT&T's Responsibilities.

6.1 PRIVATE MOBILE CONNECTION – Custom APN. AT&T will establish and facilitate PRIVATE MOBILE CONNECTION – Custom APN in accordance with the terms and conditions of this Attachment.

6.2 PRIVATE MOBILE CONNECTION – Router Configuration Services. Professional Services under this Agreement will be performed in a workmanlike manner that meets commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Professional Services.

6.2.1 Upon completion of Professional Services, Customer must either sign the acceptance document AT&T presents or provide within five business days of the service completion date written notice to AT&T identifying any non-conforming Professional Services. If Customer fails to provide such notice, Customer is deemed to have accepted the Professional Services.

6.2.2 If there is a delay in providing Professional Services that was not caused by AT&T, Customer may incur additional costs, including labor costs. Such a delay may impact future schedules.

6.2.3 All AT&T work product will be in English.

6.2.4 AT&T will not be responsible for negotiations with hardware, software, or other third party vendors, or for any other contractual relationship between Customer and third parties.

6.2.5 AT&T reserves the right to conduct work at a remote location or use, in AT&T's sole discretion, employees, contractors or suppliers located outside the United States to perform work in connection with this service offering.

7. Charges/Payments. Customer must pay AT&T the Set-Up Charges and IP Charges set forth in this §6.

7.1 Set-Up Charges.

PRIVATE MOBILE CONNECTION – Custom APN Set-Up	\$500.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	\$1,995.00
Public Static IP Address Set-Up Charge (Per Pool Set-Up) Instance)	\$500.00
PRIVATE MOBILE CONNECTION – Router Configuration	\$2,995.00

7.2 IP Charges.

7.2.1 Static IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public static IP addresses provided by AT&T. This price for each public static IP address shall be \$3.00 per month. This price excludes any set-up charges, which are set forth in Section 7.1, above. Once AT&T PRIVATE MOBILE CONNECTION—Custom APN is implemented, Customer shall relinquish any and all public static IP addresses not associated with the Custom APN upon request by AT&T.

7.2.1.1 Terms and Conditions for Public Static IP Addresses. 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 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.
- 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.

7.2.2 Dynamic IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public dynamic IP address provided by AT&T for each such public dynamic IP address in excess of 5,000. PRIVATE MOBILE CONNECTION – Custom APN Attachment (122017)

8. Support. AT&T will provide Customer PRIVATE MOBILE CONNECTION – Custom APN support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

9. Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, “SERVICE” INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH PRIVATE MOBILE CONNECTION – CUSTOM APN.

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