

1. Service.

1.1 AT&T Markets. Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time.

1.2 Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in AT&T Markets and where roaming is available through other carriers (each, a "Service Area"). AT&T may from time to time add or delete Service Areas, and AT&T may terminate Service to Customer's CRU(s) in any such deleted Service Area and/or terminate the Agreement if the Service Area deletion affects all of Customer's CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, AT&T does not guarantee Customer uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, 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 may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, AT&T may interrupt or terminate Service without notice: (a) for any conduct that AT&T believes violates this Agreement or any terms and conditions of Customer's Plan; (b) if Customer's representative or CRU behaves in an abusive, derogatory, or similarly unreasonable manner with any of AT&T's representatives; (c) for Customer's nonpayment of charges, provision of inaccurate credit information, and/or refusal to pay any requested advance payment or deposit when AT&T believes that Customer's credit has deteriorated; or (d) if AT&T has reasonable cause to believe that Customer's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, AT&T's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

2. Plans; Sales Information. Customer may choose from Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by AT&T from time to time. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer (including, without limitation, any Supplemental Service) selected when Service is activated or changed. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Customer is subject to (a) the Enterprise Customers: Additional Service and Equipment Related Terms found at 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, or other marketing materials provided by AT&T at Customer's request and/or found at att.com/abs-addtl-terms, at wireless.att.com/businesscenter, or at such other site that AT&T may designate. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. Customer can contact its AT&T representative for copies of the Sales Information. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas) is subject to change without notice. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

3. Equipment.

3.1 Availability. With respect to Numbers provisioned from AT&T Markets, 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. Subject to availability, and AT&T’s receipt of complete order information, AT&T will ship Equipment ordered by Customer and/or its End Users to the address specified in the order within two (2) to five (5) business days of AT&T’s receipt of the order. 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. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to purchase activate, migrate, terminate, or otherwise modify Service or to purchase Equipment, as may be modified from time to time. Customer authorizes AT&T to provide information about and to make changes to Customer’s account, including adding new Service, upon the direction of any individual representative of Customer able to provide information AT&T deems sufficient to identify Customer. Any order for Service and/or Equipment that Customer’s representative submits to AT&T will be binding upon Customer pursuant to the terms and conditions of this Agreement. AT&T may reasonably rely on the authority of any person who executes an order on Customer’s behalf. 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.

4.2 Additional Products, Services, Equipment, and Programs. AT&T may make additional products, services, Equipment and/or programs available to Customer through Attachments posted under the “Additional Products, Services, Equipment and Programs” section of the Program Website. To the extent Customer orders, pays for, or otherwise receives the benefit of any products, services, Equipment and/or programs, Customer will be bound by the rates, terms and conditions set forth in the corresponding Attachment, as well as in any Sales Information referenced therein, as such

rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.

4.3 Identification and Password. Before Customer may use certain AT&T online activation, enrollment, configuration and/or support services, an authorized representative of Customer must register with AT&T and create a login identification ("ID") and password. Use of this login ID and password will enable Customer and/or its employees and agents to make certain changes to Customer's and/or CRUs' account(s). Customer is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Customer, or issued to Customer by AT&T, for purposes of giving Customer access to activation, enrollment, configuration and support services. AT&T is entitled to rely on information it receives from Customer or its agents and may assume that all such information was submitted by or on behalf of Customer.

4.4 Supplemental Services. AT&T may also make available to Customer certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized AT&T to resell to Customer and distribute to Customer, or provide Customer with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. Available Supplemental Services are listed at att.com/abs-addtl-terms, as modified by AT&T from time to time, and may include, without limitation, products that enable fleet tracking, mobile productivity, or workforce automation and/or messaging, email, email forwarding or other server software-based services (collectively, "Supplemental Services"). Customer acknowledges that (a) Customer is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by Customer and/or its CRUs, 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) Customer is also subject to the third party's EULA and other terms and conditions for any Supplemental Service selected by Customer and/or its CRU. Supplemental Services are subject to change without notice.

5. Payment and Charges.

5.1 Payment. Customer must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, activation, optional feature charges, license fees, toll, collect call and directory assistance charges, Equipment, Supplemental Services, and any other charges or calls billed to a CRU's phone number. Customer may be billed for multiple types of usage simultaneously. Customer must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Customer, a CRU, AT&T or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined below). For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice.

5.1.1 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T, including, without limitation, a Property Tax Allotment surcharge applied with respect to each Corporate Responsibility User's assigned Number. These are not taxes or government-required charges. Customer understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Customer, may be increased based upon the government's or AT&T's calculations. Customer and its CRUs should visit att.com/additionalcharges to view estimates of such discretionary charges for a CRU's area.

5.1.2 Invoicing. Customer agrees to Paperless Billing unless the customer requests paper billing by requesting paper billing during the online account creation process or updating the Customer's Paperless Billing preference online. Invoices will be available electronically online in AT&T's

Billing Platform (i.e., the eBill application). By agreeing to Paperless Billing, CUSTOMER CONSENTS to AT&T providing electronically periodic service bill and all disclosures, notices, records, and other types of information that would, under AT&T practice, be included with AT&T paper bills and any other related account payment communication or information, including but not limited to service suspension, cancellation, and collection related communications. For Paperless Billing, you must have Internet access and a valid email account. Additional charges may apply for paper summary invoices, additional copies of invoices, or for detailed information about Customer's usage of Services. For important details, see AT&T's Paperless Bill and Bill Notice Disclosures: <https://www.att.com/legal/terms.exhibitV.html>. Further, Customer agrees to provide to AT&T through AT&T's processes an email address for Paperless Billing notification. Customer agrees to maintain its paperless email notification address and will update AT&T of any need to change or update its email address for Paperless Billing purposes.

5.2 Charges.

5.2.1 Generally. If Equipment is shipped to Customer or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Customer may be charged for Services while the Equipment is still in transit. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges are billed in arrears if Customer is a former customer of AT&T Wireless and maintain uninterrupted service on select Plans; however, if Customer elects to receive invoices for Service combined with Customer's wireline phone bill (where available), Customer will be billed in advance as provided above. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Customer's Anytime monthly minutes in the month in which the calls appear on Customer's bill. Customer also remains responsible for paying the monthly service fee if Service is suspended for nonpayment. AT&T may require payment by money order, cashier's check, or a similarly secure form of payment at AT&T's discretion. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular Services, Equipment and Supplemental Services may incur charges 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 Supplemental Services and 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 found at the Program Website. AT&T will advise Customer when the Alliance Billing Service applies.

5.2.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for

outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed. All outgoing calls on AT&T's wireless network for which AT&T's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for AT&T to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of AT&T's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

5.2.3 Wireless Data Service Charges. DATA TRANSPORT OR USAGE IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT OR USAGE IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT/USAGE FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT/USAGE USED ON EACH DATA SESSION. TRANSPORT OR USAGE IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. DATA TRANSPORT/USAGE OCCURS WHENEVER CUSTOMER'S DEVICE IS CONNECTED TO AT&T'S WIRELESS NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, AS DISCUSSED IN MORE DETAIL IN SECTION 4.4 OF THE ENTERPRISE CUSTOMERS: ADDITIONAL SERVICE AND EQUIPMENT RELATED TERMS FOUND AT ATT.COM/ABS-ADDTL-TERMS. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. AT&T's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP) while on AT&T's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

5.3 Software. Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such AT&T terms and conditions and they take precedence over this Agreement as to such software. For the avoidance of

doubt, software referred to herein does not include Software as defined in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms or any Supplemental Service.

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 within six (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. AT&T, Customer and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to AT&T.

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. 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 this 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). 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 profile. Customer will pay AT&T a late payment fee equal to the lesser of up to one and one-half percent (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 §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. In the event Customer fails to pay billed charges when due and it becomes necessary for AT&T to refer Customer's account(s) to a third party for collection, AT&T will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs AT&T has incurred on such account(s) through and including the date on which AT&T refer(s) the account(s) to such third party.

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, Termination, Cure and Remedies.

6.1 Default and Termination. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service or Supplemental Service and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

6.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement under §6.1 above must notify the defaulting party in writing at least thirty (30) days prior to the proposed termination date. This written notice must specify the default(s) giving rise to the right to terminate the Agreement, and must specify a proposed termination date. The defaulting party will have thirty (30) days in which to cure the default(s), unless such cure period is extended by agreement of the parties. If the default is not cured within this thirty (30) day cure period or any extension thereof, 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 Service Area. If the deletion of any Service Area materially reduces the Service provided to Customer hereunder, then Customer, within thirty (30) days of the effective date of the Service Area deletion, must notify AT&T in writing of its intent to terminate. Such written notice must specify the material Service Area deletion and must specify a proposed termination date no earlier than thirty (30) days from the date of the notice.

6.4 Remedies. Upon termination for any reason, the parties may seek any remedies available at law or in equity, and Customer will pay to AT&T all amounts incurred hereunder as of the termination date, including any Cancellation Fee(s). In addition, Customer will pay to AT&T all collection costs and expenses, including reasonable attorneys' fees and costs, incurred by AT&T in exercising any of its rights and remedies when enforcing any provisions of this 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, 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, EQUIPMENT OR SUPPLEMENTAL 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 AND/OR SUPPLEMENTAL 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 OR SUPPLEMENTAL 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 24 HOURS.

(b) §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 §11 (Publicity and Advertising) OR §12.6 (Confidential Information), FOR WHICH AT&T'S LIABILITY SHALL NOT EXCEED PROVEN DIRECT DAMAGES;

; OR

(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, EQUIPMENT OR SUPPLEMENTAL 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 THIS 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; 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 Online Ordering and Fulfillment Portal ("PORTAL"). CUSTOMER AGREES THAT AT&T WILL HAVE NO LIABILITY TO CUSTOMER 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, CUSTOMER AGREES THAT AT&T WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY DELAYS IN PROVIDING INFORMATION ON THE PORTAL OR ANY FAILURE OF THE PORTAL.

CUSTOMER'S 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 CUSTOMER'S ACCESS TO THE PORTAL.

7.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this 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 §7 will survive failure of any exclusive remedies provided in this Agreement.

8. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

9. Arbitration. Customer ("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.

This 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:

- Pay You the award or \$10,000, whichever is greater ('Alternative Payment'); and

- 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.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this 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 this 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.

If You are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, You may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtrp.gobierno.pr.

10. Use of Service.

10.1 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.

10.2 Fraud Prohibited. Customer and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Customer's Equipment is lost or stolen, Customer and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting AT&T at the phone number listed on the monthly invoice or at wireless.att.com. Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T except as otherwise provided by law, and Customer remains responsible for complying with all other obligations under this Agreement including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if AT&T or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Customer notice of its intent to cancel. In the event Customer instructs the Carrier to retain Service, Customer will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Customer will not be liable for IRUs' charges under any such circumstance. Additionally, Customer agrees to 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.

10.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. 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 applicable Sales Information.

10.4 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. 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. Customer 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.

10.5 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.

10.6 Customer's Notices to End Users. Customer will advise all its End Users that they must read all collateral materials concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan brochures, coverage maps, and materials related to Equipment and accessories. AT&T will make copies of such materials available to Customer upon request. Customer will also provide to End Users, and advise End Users to read, any additional printed materials and consumer information reasonably requested by AT&T from time to time to be so provided. Similarly, for purposes of determining which jurisdiction's taxes and other assessments to collect, federal law requires AT&T to obtain End Users' Place of Primary Use ("PPU"), which must be their residential or business street address and which must be within a Carrier's licensed Service Area. Customer agrees to provide its respective CRUs' PPU when ordering Service on behalf of such person(s), and to inform its End Users that they must provide their proper PPU when ordering Service in connection with this Agreement. If a CRU doesn't provide AT&T with a PPU, or if it falls outside AT&T's licensed Service Area, AT&T may reasonably designate a PPU within the licensed Service Area for such CRU. Each CRU must live and have a mailing address within AT&T's owned network coverage area.

10.7 Location-Based Services. AT&T collects information about the approximate location of Equipment in relation to AT&T's cell towers and the Global Positioning System ("GPS"). AT&T uses that information, as well as other usage and performance information also obtained from AT&T's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve AT&T's network and the quality of customers' wireless experience. AT&T may also use location information to create aggregate data from which End Users' 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 Customer's responsibility to notify all CRUs on Customer's account that AT&T may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Customer's request or the request of a CRU on Customer's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). Customer should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details

10.8 AT&T 411 Info. AT&T's directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. Customer understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to AT&T's use of the CRU'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. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details.

11. 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.

12. Miscellaneous.

12.1 Defined Terms. Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising this 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:

12.1.1 "Affiliate" means and includes legal entities controlling or controlled by or under common control with AT&T.

12.1.2 "Carrier" or "Carriers" means a licensed Affiliate of AT&T that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement and, with respect to §8 of these General Terms and Conditions, includes the Carriers' respective employees, officers, agents and subcontractors.

12.1.3 "AT&T" or "party" when it refers to AT&T includes AT&T, its Affiliates, and their respective employees, officers, agents and subcontractors.

12.1.4 "AT&T Markets" means a geographic area served by Affiliates under common control with AT&T.

12.1.5 "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.

12.1.6 "Messaging Services" means optional text/instant messaging and picture/video messaging features available with qualified Plans for use with Messaging Service-capable Equipment.

12.1.7 "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.

12.1.8 "Plan" means a wireless calling plan, Service plan or rate plan from AT&T.

12.1.9 "Service" means the Voice Services, Wireless Data Services, and Messaging Services provided by AT&T under this Agreement. For the avoidance of doubt, Service does not include Equipment or Supplemental Services.

12.1.10 "Voice Service" means wireless voice telecommunications services.

12.1.11 "Wireless Data Service" means wireless data telecommunications services.

12.2 Assignment. This 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 this Agreement to an Affiliate or to any entity that acquires substantially all of the party's business or stock and AT&T may assign its right to receive payments hereunder. Subject to the foregoing, this Agreement will be binding upon the assignees of the respective parties.

12.3 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 this Agreement.

12.4 Entire Agreement. Unless specifically set forth herein, this 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 this Agreement will control.

12.5 Governing Law. This Agreement is 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 Agreement and those regulations, this Agreement will be deemed amended as necessary to conform to such regulations.

12.6 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.

12.6.1 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 5) 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).

12.6.2 Exceptions. The restrictions in this Section 5 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.

12.6.3 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. 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 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 Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

12.7 Notices. All notices and communications required or permitted under the Agreement 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, to Customer at the address confirmed during the online contracting process) and to AT&T at the address indicated below), 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), bill inserts or other reasonable means. Notwithstanding the foregoing, any such notice or communication with respect to non-renewal, disputes, breach and/or termination under the Agreement must be in writing and will be deemed to have been duly made and received when personally served or delivered by facsimile with a confirmation report, or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to Customer at the address indicated on the Cover Page (or, in the case of online versions of the Agreement, to Customer at the address provided during the online contracting process) and to AT&T at the address(es) indicated below. A party may change its address upon thirty (30) days' prior written notice to the other party.

(If via regular or certified mail) AT&T Mobility National Accounts, LLC P.O. Box 97061 Redmond, WA 98073 Attn: Offer, Development & Negotiation Facsimile Number: 425-580-9886

(If via overnight delivery) AT&T Mobility National Accounts, LLC 16331 NE 72nd Way, RTC 1 Redmond, WA 98052 Attn: Offer, Development & Negotiation With a copy to AT&T Legal Facsimile Number: 908-532-1263

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

12.9 Survival. The terms and provisions of this Agreement which by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability, exclusions of damages, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

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

12.11 No Waiver. Neither the acceptance by AT&T of any payment, partial payment or any other performance by Customer, nor any act or failure of AT&T to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by Customer then existing or thereafter arising. 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.

12.12 TTY Users. Although some digital wireless phones and TTYs are compatible, the FCC recommends TTY users consider other options when calling 911, including using a wireline phone or Telecommunications Relay Services.

12.13 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.