

FirstNet Push-to-Talk End User License Agreement and Terms of Service ("EULA/TOS")

AT&T Corp. and its Affiliates ("AT&T") licenses the FirstNet Push-to-Talk application (the "Application" or "App") and use of the FirstNet Push-to-Talk solution ("the "PTT Solution") to You, conditioned upon your acceptance of this End User License Agreement and Terms of Service ("Agreement" or "EULA/TOS").

BY CLICKING "I AGREE" OR "ACCEPT", OR BY DOWNLOADING, INSTALLING OR USING THIS APP AND USING THE PTT SOLUTION, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACKNOWLEDGE THAT IN NO EVENT IS THIS APP TO BE USED BY PERSONS UNDER THE AGE OF 13; (D) AGREE TO ABIDE BY THE AT&T ACCEPTABLE USE POLICY FOUND AT WWW.ATT.COM/AUP; (E) IF YOU ARE A CONSUMER, AGREE TO THE TERMS OF THE THEN CURRENT AT&T WIRELESS CUSTOMER AGREEMENT("WCA"), WHICH MAY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, FULLY APPLIES TO YOUR USE OF THIS APP; AND (F) IF YOU ARE A GOVERNMENT CUSTOMER, THE TERMS OF YOUR QUALIFIED GOVERNMENT WIRELESS SERVICES AGREEMENT (REFERRED TO HEREIN AS A "BUSINESS AGREEMENT"). IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE WCA OR YOUR BUSINESS AGREEMENT, THE APPLICABLE PROVISION OF THE WCA OR BUSINESS AGREEMENT SHALL CONTROL.

If at any time after reviewing or using the App or PTT Solution You wish to terminate such use or this Agreement, You must un-install and remove the App from Your Device, and delete any copy in Your possession. This Agreement will automatically terminate if You are not, or are no longer, a FirstNet subscriber subject to the terms of the WCA or a Business Agreement.

1. DEFINITIONS: (a) "AT&T," "We," "Our" and "Us" mean AT&T Corp. and its parents, subsidiaries, affiliates, pertinent suppliers, agents, employees, successors and assigns. (b) "App" means the "FirstNet Push-to-Talk" application, which is either native to a compatible Device or downloaded from a web store; (c) "PTT Solution" means the App; any website or software ("Software"); documentation; content; or services provided in connection with the App, as well as any updates to these items. (d) "You," and "Your" mean: (i) an individual who downloads or uses the App on an individually owned device and any person or entity represented by that individual; or (ii) a government customer subject to a Business Agreement the authorized representatives of those entities, and all Corporate Responsibility Users (CRUs) of such entities. (d) "Agency" means an entity that is engaged as a Primary User or Extended Primary User Public Safety agency and has entered into a Business Agreement for FirstNet Service.

THE APP: The App allows You to make and receive individual and group push-to-talk calls to other App subscribers on the FirstNet Network. The PTT Solution enables Agency-designated administrators and supervisors to set up and manage talkgroups; establish priorities for certain calls; send and receive PTT voice calls and text messages; and declare an emergency situation, which allows priority calling. Your download and use of the App and PTT Solution will be billed according to Your data plan. Your subscription to the PTT Solution will be billed according to the monthly recurring fee that an individual user or Agency has agreed to pay. Use of the App requires a compatible data device or hardware and a subscription to a FirstNet voice and data plan. Certain features are only available on certain devices. The App may result in increased battery usage by Your Device(s).

1.1 1.1 CONSENT TO DISCLOSE PERSONAL INFORMATION: Use of the PTT Solution allows Your Agency to access Your Device and to view and manage software, transactions and information on Your Device, including, without limitation, FirstNet user name; administrator defined PTT user name; cellular telephone number, service and call data; device make and manufacturer; other operational device information required to trouble shoot reported service related problems; and PTT Solution software level resident on the device and related transactions and enables You to send and receive files that may contain personal information (collectively, the “Application Information”). This Agreement constitutes Your consent to such disclosures. This notice may serve as AT&T’s sole notice to You that the PTT Solution may disclose Your personal information to Your Agency, and You may not receive any reminders or further notice. If You no longer wish to allow Your Agency to have access to Your personal information as described above, You must (i) logout of the downloaded App and delete the App from Your device, (ii) logout of the embedded client on Your device and remain logged out, (iii) request the removal of the PTT Solution from Your wireless account, and (iv) request disaffiliation of Your wireless account from the Public Safety Entity’s FirstNet account. AT&T does not retain the Application Information longer than is reasonably necessary for the uses described in this paragraph. AT&T may use and distribute information regarding Your use of the PTT Solution both internally and to its pertinent suppliers to provide the PTT Solution, to improve its product performance or to develop new products. Your use of the PTT Solution constitutes your consent to AT&T’s limited use and distribution of Your Application Information. The collection and use of the Application Information is governed by the Privacy Policy found at: <https://www.firstnet.com/privacy-policy>.

2. RIGHTS TO USE AND USE RESTRICTIONS.

2.1 Grant. Subject to the restrictions set forth in Section 2.2, AT&T grants You a personal, revocable, non-exclusive, non-transferable, limited right to install and use one copy of the PTT Solution on a device owned or controlled by You (“Device”), and to access and use the PTT Solution on such Device, strictly in accordance with the terms and conditions of this Agreement, and all applicable local, national, and international laws and regulations. Agencies may use the PTT Solution and other functionalities to manage their users’ use of the PTT Solution in support of their Public Safety duties.

2.2 Restrictions on Use. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the PTT Solution for any purpose; (b) modify, adapt, improve, or create any derivative work from the PTT Solution; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the PTT Solution ; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of AT&T or its collaborators, suppliers or licensors; (e) use the PTT Solution in a manner that derives revenue directly from such use, or use the PTT Solution for any other purpose for which it is not designed or intended; (f) install, use or permit the PTT Solution to exist on more than one Device at a time or on any other mobile device or computer; (g) distribute the PTT Solution to multiple Devices; (h) make the PTT Solution available over a network or other environment permitting access or use by multiple Devices or users at the same time; (i) use the PTT Solution for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by AT&T; (j) use the PTT Solution to send automated queries to any website or to send any unsolicited commercial e-mail; (k) use any proprietary information or interfaces of AT&T or other intellectual property of AT&T in the design, development, manufacture, licensing or distribution of any apps, accessories or devices for use with the PTT Solution ; (l) circumvent, disable or tamper with any security-related components or other protective measures applicable to the PTT Solution or the Device or (m) reproduce, archive, retransmit, distribute, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the PTT Solution.

You agree to abide by the rules and policies established from time to time by AT&T. Such rules and policies may include, for example, required or automated updates, modifications, and/or reinstallations of the PTT Solution and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this Agreement.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1 Rights to PTT Solution. The PTT Solution (including its source and object code), any copies thereof (whether or not present on Your Device), and all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the property of AT&T or its collaborators, licensors, or suppliers. The source and object code of the PTT Solution are the proprietary and confidential information of AT&T and its collaborators, licensors and suppliers. The PTT Solution are licensed, not sold, to You. Title to the PTT Solution shall remain with AT&T and/or its collaborators, licensors and suppliers. AT&T and its collaborators, licensors, and suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, disable access to, or require the return of the PTT Solution (or any copy thereof) at any time without notice and will have no liability for doing so. Except as expressly stated in this Agreement, You are not granted any intellectual property rights in or to the PTT Solution by implication, estoppel or other legal theory, and all rights in and to the PTT Solution not expressly granted in this Agreement are hereby reserved and retained by AT&T. These obligations survive termination of this Agreement.

3.2 AT&T Marks. The following company names and their related logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from or to AT&T: “AT&T” (the “AT&T Marks”). You are not authorized to use the AT&T Marks in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T, which may be withheld for any or no reason. FirstNet and the FirstNet logo are registered trademarks and service marks of the First Responder Network Authority. These obligations survive termination of this Agreement.

3.3 Open Source Software. The PTT Solution may include third party software that is subject to open source license terms (“Open Source Software”). You acknowledge and agree that Your right to use such Open Source Software as part of the PTT Solution is subject to and governed by the terms and conditions of any applicable open source license (the “Open Source License Terms”). In the event of a conflict between the terms of this Agreement and the Open Source License Terms, the Open Source License Terms shall control.

4. NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES.

The PTT Solution may permit access to products, services, websites, and content from vendors and other third parties (“Third Party Content and Services”), including without limitation other push-to-talk and two-way radio systems and messaging applications. Your use of Third Party Content and Services may be subject to additional terms of use set by those third parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third-Party Content and Services. AT&T reserves the right to restrict or deny access to any Third-Party Content and Services otherwise accessible through the PTT Solution. AT&T shall have no liability to You arising out of or in connection with Your access to and use (or misuse) of the Third-Party Content and Services.

5. TERM AND TERMINATION. This Agreement shall be effective until terminated. AT&T may, in its sole and absolute discretion, at any time and for any or no reason, disable the App, or suspend or terminate this Agreement and the rights afforded to You hereunder, with or without prior notice or other action by AT&T. Upon the termination of this Agreement, You shall cease all use of the PTT Solution and uninstall the App, if possible. AT&T will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy AT&T may have, now or in the future. These obligations survive termination of this Agreement.

If You are an individual and are given access to the App by Your Agency and would like to terminate this Agreement, contact Your Agency wireless administrator. If You are an individual and pay for the use of the PTT Solution through Your personal wireless subscription, You must terminate this Agreement by calling FirstNet Customer Service at 800-574-7000 to request cancellation of your service. If You are an Agency and would like to cancel this Agreement and terminate Your service, contact Your AT&T Account

Manager. Simply deleting the App from Your Device will not terminate the Agreement, and charges for use of the PTT Solution will continue to accrue until the Agreement is terminated. Any such termination of the Agreement by You shall become effective upon AT&T's receipt of Your notice.

6. LIMITED WARRANTY. AT&T hereby warrants that, during the Warranty Period, the unmodified PTT Solution, when used in accordance with the associated documentation ("Documentation"), will materially conform to the technical specifications set forth in the applicable Documentation. The "Warranty Period" begins on the date AT&T makes the App available for electronic download by You and ends upon termination of Your subscription to the PTT Solution. This limited warranty is void if a Software failure has resulted from modification, accident, abuse, misuse or misapplication of the Software or other conduct or conditions outside the control of AT&T. Your sole remedy for any breach of this limited warranty shall be, at AT&T's sole discretion, either (i) return of the price paid by You for the defective Software during the period when it fails to perform as described above or (ii) repair or replacement by AT&T of the defective Software. The warranty set forth in this Section will terminate upon any termination of the rights granted hereunder.

6.1 Disclaimer of Warranty. YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE PTT SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE PTT SOLUTION IS AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT NOT PROHIBITED BY LAW, AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE PTT SOLUTION, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS AGREEMENT, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APP OR PTT SOLUTION WILL MEET YOUR REQUIREMENTS; (II) THE APP OR PTT SOLUTION WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP OR PTT SOLUTION WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APP OR PTT SOLUTION WILL BE CORRECTED OR THAT THE PTT SOLUTION WILL BE MAINTAINED. AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE PTT SOLUTION WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED

IN CONNECTION WITH YOUR DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED, RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS. SHOULD THE PTT SOLUTION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE BURDEN OF ALL NECESSARY EXPENSES, SERVICING, REPAIR, OR CORRECTION. THIS SECTION 6 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

NOTWITHSTANDING AND WITHOUT WAIVING THE FOREGOING, THE TERMS AND CONDITIONS OF THE WCA OR YOUR BUSINESS AGREEMENT MAY PROVIDE LIMITED REMEDIES TO YOU.

7. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL AT&T, ITS COLLABORATORS, SUPPLIERS OR LICENSORS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE SALE OR DISTRIBUTION OF, THE PERFORMANCE OR NON-PERFORMANCE, OR YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE PTT SOLUTION, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AT&T'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (i) THE INITIAL PURCHASE PRICE PAID BY YOU FOR THE PTT SOLUTION, (ii) THE AGGREGATE AMOUNT YOU PAID TO AT&T FOR THE PTT SOLUTION DURING THE ONE MONTH PRECEDING THE DATE THAT THE CLAIM ARISES, OR (iii) TWO DOLLARS (\$2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 8 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. INDEMNIFICATION. Except where prohibited by law, You shall indemnify, defend and hold harmless AT&T and its collaborators, suppliers and 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, in connection with or related to the following: (i) Your access to or use of the PTT Solution or Third Party Content and Services; (ii) Your breach of this Agreement; (iii) Your

violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party. You will promptly notify AT&T in writing of any third-party claim arising out of or in connection with Your access to or use of the PTT Solution. These obligations survive termination of this Agreement.

9. MISCELLANEOUS. The following provisions survive termination of this Agreement:

9.1 Governing Law, Limitation on Actions. Except where prohibited by law, this Agreement shall be deemed to take place in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, You and AT&T agree that any cause of action arising out of or relating to this Agreement, the PTT Solution or Your use thereof must commence within one (1) year after the applicable cause of action accrues in accordance with any dispute resolution provision of the WCA or Your Business Agreement. Otherwise, such cause of action is permanently barred. This Section is not intended to and does not alter any provisions of the WCA.

9.2 Contact Information. You may reach FirstNet Customer Service by dialing 800-574-7000.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

9.4 Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

9.5 Export Control; Lawful Use. You may not export or re-export the PTT Solution except as authorized by United States law and the laws of the jurisdiction(s) in which the PTT Solution was obtained. You represent and warrant that You are not located and will not use the PTT Solution in any country that is (a) subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You may not use the PTT Solution in any manner or for any purpose prohibited (a) by United States law, regardless of where You use the PTT Solution, or (b) by local law, in the jurisdiction(s) in which You use the PTT Solution.

9.6 U.S. Government Rights in Commercial Computer Software. The PTT Solution was developed at private expense. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise,

all software and accompanying documentation provided in connection with this Agreement are “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.7 Performance or Benchmark Testing. You may not disclose the results of any benchmark test using the PTT Solution to any third party without AT&T’s prior written approval.

9.8 Modification or Amendment. To the extent not prohibited by law, AT&T may modify or amend the terms of this EULA/TOS at any time, with or without direct notice to You, by posting a copy of the modified or amended EULA/TOS available through the PTT Solution. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the PTT Solution following the date on which the modified or amended EULA/TOS is made available through the PTT Solution or any applicable web site.

9.9 Survival. Any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination.

9.10 Third Party Beneficiaries. Except as explicitly provided in this Agreement or in incorporated agreements, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

9.11 No Transfer by You. Any attempted transfer by You in contravention of this Agreement shall be null and void. These obligations survive termination of this Agreement. AT&T may assign this Agreement without restriction.

9.12 DMCA Copyright Notifications. You may send AT&T a valid notification of claimed copyright infringement under the Digital Millennium Copyright Act (“DMCA”). AT&T’s designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement,
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
E-mail: copyright@att.com

For further information, see <https://www.att.com/legal/terms.dmca.html>

9.13 Entire Agreement. This Agreement including the documents incorporated herein by reference constitute the entire agreement with respect to the use of

the PTT Solution and supersedes all prior or contemporaneous understandings regarding such subject matter.