

NOTICE OF NETWORK COMPATIBILITY

This Notice of Network Compatibility (this "Notice") is effective as of 12/16/2019 (the "Effective Date") and is issued by AT&T Mobility LLC on behalf of itself and its affiliates (collectively "AT&T") to Quectel ("Device Manufacturer") dated 12/16/2019.

This Notice applies only to the following product (the "Product"):

Module:

Manufacturer: Quectel
Model: BG95-M3
Software Revision: BG95M3LAR02A03
Hardware: R2.1

Device:

Manufacturer:
Model:
Software:
Hardware:

Onboarding Tool Device ID: 10MwKZbuHN
Category: DOM_
Release Type: IR

ODIS/DHIR Compliance Method (Only applicable to Devices; please choose one below):

- Full DM ODIS/DHIR support as described in Device Management Implementation Guide (DMIG)
- Dedicated TAC
- Family TAC (NOTE: This Notice of Network Compatibility letter is subject to revocation by AT&T if Quectel does not provide initial file upload of legacy devices as described in DMIG within 60 days of the issuance of this letter.)
- Manual File Upload per DMIG (NOTE: This Notice of Network Compatibility letter is subject to revocation by AT&T if Quectel does not provide initial file upload of legacy devices as described in DMIG within 60 days of the issuance of this letter.)

FirstNet Approval Items

This device supports and has been type approved for the following IOC-2 functions/features:

- Band 14
- FirstNet SIM
- QPP

Note: Modules are not FirstNet Certified. This Approval letter states that the module has been tested and met the FirstNet requirements as noted above. The device that uses this module needs to be specifically certified for FirstNet features to receive FirstNet Certification. Features on the radio module cannot be modified from what has been approved by AT&T. Please coordinate directly with the FirstNet Customer regarding the distribution and installation of firmware updates on FirstNet capable devices. This must be done in a way that does not interrupt the use and operation of the device by a FirstNet responder in an emergency situation.

PC Comment

N/A

10MwKZbuHN

PRIVATE/PROPRIETARY/SECURE

1. Materials

Device Manufacturer acknowledges that AT&T relied on the following materials provided by Device Manufacturer in AT&T's testing and its decision to issue this Notice (the "Materials"):

PTCRB Request #: 81968
FCC ID: XMR201910BG95M3

Device Manufacturer hereby represents to AT&T that the Materials are true, authentic and accurate documents relating the Product and that they are what they purport to be.

2. Testing

AT&T performed applicable testing on the Product (the "Testing"). This includes testing for:

- Negative impacts on AT&T's wireless network.
- Baseline regulatory confirmation.
- RF testing against components in the wireless AT&T network.
- Network selection testing.

3. Testing Results

The device under test was not observed to cause any adverse problems to the AT&T network when activated and used in the lab. The device under test is certified for both CS and PS services (as applicable). Any change to the mode of operation invalidates the AT&T Certification.

4. Limitations

Because of the limited scope of the Testing, AT&T does not make any representations regarding any feature, function or other characteristic of the Product not described herein, including, but not limited to, the following:

- 4.1 Data throughput performance.
- 4.2 Voice quality performance.
- 4.3 Manufacturing/assembly issues.
- 4.4 RF Parametric performance beyond PTCRB testing.
- 4.5 Voice and Data interaction handling.
- 4.6 Consumer handset-based features including Java applications, MMS, SMS
- 4.7 System, component level, or application level security performance
- 4.8 Ability to make Emergency calls (for example to 911) as this is the responsibility of the manufacturer to test and meet the emergency location requirements

Manufacturer will not identify AT&T or its Affiliates in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by AT&T. Manufacturer shall not modify the module functionality in any way from that which was certified for use on the AT&T network. If Manufacturer needs to modify the module functionality, Manufacturer shall discuss the proposed modifications in advance with the IOT Product Development team and the SPE teams.

Furthermore, AT&T does not make any representation or warranty, express or implied, to any person or entity, including, without limitation, any warranties regarding the performance, desirability, merchantability, suitability, originality, quality, fitness for a particular purpose or otherwise (irrespective of any previous course of dealings between the parties or custom or usage of trade), with respect to the Product. Device Manufacturer may not make any representation to any third party inconsistent with the terms of this Notice.

1. Quectel General Indemnity

Obligations. Quectel, as Indemnifying Party, will defend, indemnify and hold harmless AT&T, and its Affiliates, directors, officers, and employees from and against any and all third-party claims, including but not limited to End User claims, causes of action, demands, liabilities, damages, losses, judgments, settlements, costs and expenses, including punitive damages, court costs, and reasonable attorneys' and expert witness' fees before and at trial and on appeal (collectively "Claims") related to or arising out of (i) the use of the Quectel BG95-M3 (ii) services delivered by Quectel through information services or applications on the Quectel BG95-M3 (iii) **the battery in the Quectel BG95-M3**; or (iv) personal injury, death or property damage arising out of use of the Quectel BG95-M3 the information services and/or applications on or delivered by the Quectel BG95-M3 except to the extent such Claim arises solely out of the use of the Service and not out of the use of the Quectel BG95-M3.

2. Disclaimer of Warranties: EXCEPT AS EXPRESSLY STATED IN THIS NOTICE, EACH PARTY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO GOODS OR SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AT&T SUPPLIES A SERVICE, NOT GOODS. AT&T DOES NOT GUARANTEE COMPANY OR ANY END USER UNINTERRUPTED SERVICE.

AT&T IS NOT THE MANUFACTURER OF ANY Quectel EQUIPMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO. **AT&T HAS NO RESPONSIBILITY OR LIABILITY FOR ANY BATTERY IN A Quectel BG95-M3** TO THE EXTENT AT&T PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, AT&T ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF. Quectel HAS NOT RELIED ON AND WILL NOT CLAIM THAT IT IS ENTITLED TO THE BENEFITS OF ANY REPRESENTATIONS, PROMISES, DESCRIPTION OF SERVICES OR OTHER STATEMENT NOT SPECIFICALLY SET FORTH IN THIS NOTICE.

AT&T Mobility LLC

By (BPC):	<u>Brian Bredy</u>
Name:	<u>Mark Guffey – Director, SPE Device Delivery</u>
Title:	<u>Director, Chipset & Device Dev. Program</u>
Date:	<u>12/16/2019</u>