GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

AT&T MOBILITY LLC

SCHEDULE NUMBER:	70
SCHEDULE NAME:	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES
SIN(S):	33411, 511210, 54151S, 54151ECOM and 517312
CONTRACT NUMBER:	47QTCA19D00MV
CONTRACT PERIOD:	September 27, 2019 through September 26, 2024
OPTION MOD#:	PO-0028
CONTRACTOR:	AT&T Mobility LLC 7125 Columbia Gateway Drive Suite 210 Columbia, MD 21046 301-576-5443 phone/fax Tax ID# 74-2955068 DUNS# 003548489+7855 CAGE Code 3CLK6 http://www.corp.att.com/gov/

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item Number (SIN) 33411 Purchase of New Equipment

Special Item Number (SIN) 511210 Perpetual Software License

Special Item Number (SIN) 54151S Information Technology Professional Services

Special Item Number (SIN) 54151ECOM Electronic Commerce and Subscription Services

Special Item Number (SIN) 517312 Wireless Services

Contractor:

AT&T Mobility LLC
7125 Columbia Gateway Drive
Suite 210
Columbia, MD 21046
301-576-5443 phone

Contract Number: 47QTCA19D00MV

Period Covered by Contract:

September 27, 2019 through September 26, 2024

General Services Administration
Federal Acquisition Service

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SIN 517312

1.0 Voice Services for Government

1.1 Business National Pooled Plan

When your entire pool of minutes has been retired, additional minutes inside the AT&T Business National Pooled plan National Service Area are 25¢ each based on the Monthly Service Charge you select. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Night and weekend minutes and Mobile-to-Mobile Minutes cannot be pooled.

Per eligible end user. An additional monthly $1.25 Regulatory Programs Fee will be added to your bill for each line of service to help fund AT&T Mobility compliance with various government-mandated programs which may not yet be available in your area. This is not a tax or a government required charge.2. Long distance is included in the domestic U.S., Puerto Rico and the U.S.V.I. Calls to or from Canada will be charged 20¢ per minute.

SIN 517312 - Business National Pooled Plan	
Description	**GSA Catalog Price**
Business National Pooled Plan - 450 Anytime minutes - (price is per month access rate)	**$33.74**
Airtime Rate per additional minutes	$0.25
Dom. long distance included w/in HCA	included
roaming charge per minute	included
Nights and Weekends and Mobile to Mobile minutes	included
Business National Pooled Plan - 900 Anytime minutes; (price is per month access rate)	**$48.74**
Airtime Rate per additional minutes	$0.25
Dom. long distance included w/in HCA	included
roaming charge per minute	included
Nights and Weekends and Mobile to Mobile minutes	included
Business National Pooled Plan - 1350 Anytime minutes (price is per month access rate)	**$63.74**
Airtime Rate per additional minutes	$0.25
Dom. long distance included w/in HCA	included
roaming charge per minute	included
Nights and Weekends and Mobile to Mobile minutes	included
Business National Pooled Plan - 2000 Anytime minutes (price is per month access rate)	**$78.74**
Airtime Rate per additional minutes	$0.25
Dom. long distance included w/in HCA	included
roaming charge per minute	included
Nights and Weekends and Mobile to Mobile minutes	included
Business National Pooled Plan - 4000 Anytime minutes (price is per month access rate)	**$116.24**
Airtime Rate per additional minutes	$0.25
Dom. long distance included w/in HCA	included
roaming charge per minute	included
Nights and Weekends and Mobile to Mobile minutes	included

Only up to 4 GOV Nation Plans may be used on a single Foundation Account Number (FAN)
General Terms and Conditions
Premier Services see Terms and Conditions on

Business National Pooled Plans specific Terms and Conditions

1.2 GOVERNMENT NATION POOLED PLAN*

SIN 517312 - GOVERNMENT NATION POOLED PLAN	
DESCRIPTION	GSA CATALOG PRICE
GOV Nation Pooled 100 Anytime & 5000 NW & UNL MTM; add'l min $0.25 (price is per month)	$22.50
GOV Nation Pooled 200 Anytime & 5000 NW & UNL MTM; add'l min $0.25 (price is per month)	$25.50
GOV Nation Pooled 300 Anytime & 5000 NW & UNL MTM; add'l min $0.25 (price is per month)	$29.25
GOV Nation Pooled 400 Anytime & 5000 NW & UNL MTM; add'l min $0.25 (price is per month)	$33.00
GOV Nation Pooled 500 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$36.75
GOV Nation Pooled 600 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$39.75
GOV Nation Pooled 700 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$42.75
GOV Nation Pooled 800 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$45.75
GOV Nation Pooled 900 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$48.75
GOV Nation Pooled 1000 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$52.50
GOV Nation Pooled 6000 Anytime & UNL NW & UNL MTM; add'l min $0.25 (price is per month)	$153.75

Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)
General Terms and Conditions
Premier Services see Terms and Conditions on
Government Nation Pooled Plans specific Terms and Conditions

1.3 GOVERNMENT NATIONAL PLAN

SIN 517312 - GOVERNMENT NATIONAL PLAN	
Description	GSA Catalog Price
GOV Nation 100 Anytime & UNL MTM & 5000 NW; add'l min $0.45 (price is per month)	$18.75
GOV Nation 200 Anytime & UNL MTM & 5000 NW; add'l min $0.45 (price is per month)	$21.75
GOV Nation 300 Anytime & UNL MTM & 5000 NW; add'l min $0.45 (price is per month)	$25.50
GOV Nation 400 Anytime & UNL MTM & 5000 NW; add'l min $0.45 (price is per month)	$29.25
GOV Nation 500 Anytime & UNL MTM & UNL NW; add'l min $0.45 (price is per month)	$33.00
GOV Nation 600 Anytime & UNL MTM & UNL NW; add'l min $0.40 (price is per month)	$36.00
GOV Nation 700 Anytime & UNL MTM & UNL NW; add'l min $0.40 (price is per month)	$39.00
GOV Nation 800 Anytime & UNL MTM & UNL NW; add'l min $0.40 (price is per month)	$42.00

SIN 517312 - GOVERNMENT NATIONAL PLAN	
GOV Nation 900 Anytime & UNL MTM & UNL NW; add'l min $0.40 (price is per month)	$45.00
GOV Nation 1000 Anytime & UNL MTM & UNL NW; add'l min $0.35 (price is per month)	$48.75
GOV Nation 6000 Anytime & UNL MTM & UNL NW; add'l min $0.20 (price is per month)	$150.00

Only up to 4 GOV Nation Plans may be used on a single Foundation Account Number (FAN)
General Terms and Conditions
Premier Services see Terms and Conditions on
Government National Plans specific Terms and Conditions

1.4 VOICE PLANS

SIN 517312 - Voice Plans	
Description	**GSA Catalog Price**
Metered MRC (Nights, weekends, in-network minutes, and SMS texts are billed per minute or per text)	$9.74
Metered Usage Per Minute	$0.15
Metered Per Text	$0.35
100 min pooled MRC – UNL Text Included, UNL N&W, UNL M2M	$22.50
400 min pooled MRC – UNL Text Included, UNL N&W, UNL M2M	$33.00
900 min pooled MRC – UNL Text Included, UNL N&W, UNL M2M	$48.75
Pooling Overage Per Minute (applies to all pooling plans)	$0.25
Unlimited MRC – UNL Text Included	$69.99
Emergency Units MRC – Voluntary Suspend	$9.99

General Terms and Conditions
Premier Services see Terms and Conditions on
Business National Pooled Plans specific Terms and Conditions

- Nights and Weekends (N&W): Nights are 9:00 p.m. to 6:00 a.m. Mon.–Fri.; weekends are 9:00 p.m. Fri. to 6:00 a.m. Mon. (based on time of day at switch providing your service).
- Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other A&T wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included.
- UNL Text Included
- Overage is $.25/MIN

Pooling only within the three plans noted above. These plans will not pool with any other pool plans.

Emergency Suspend: For devices used typically only in emergencies, the Government can use the Voluntary Suspend Plan to provide mobile devices at a moment's notice to personnel. Under this plan, a customer can suspend lines for up to 180 days. Lines in suspended status are charged a nominal established rate per month, per line. There is no additional monthly rate plan charge associated with the Suspend Plan. When an emergency arises, the customer can request that AT&T provision regular services (voice, data, text, etc.) on the lines (over the air.)

Suspended service prevents users from making and receiving calls on your wireless device, except for calling 611 to reach customer care and 911 in the event of an emergency. Monthly recurring fees accrue while the phone number is in a voluntary suspended status.

1.5 WORLD CONNECT LONG DISTANCE CALLING PLAN

This feature allows user to receive discounted international long distance rates when initiating a call from the U.S. to more than 220 countries with his/her AT&T wireless service Rates are in US Dollars per minute and do not include applicable taxes and fees.

SIN 517312 - WORLD CONNECT LONG DISTANCE CALLING PLAN					
Country Code	Country / Destinations	ServiceDescription	GSA MRC	To Landline Per Minute	To Mobile Per Minute
N/A	N/A	Monthly Recurring charge	$3.19	N/A	N/A

AT&T Standard International Roaming & AT&T World Traveler Rates
AT&T World Traveler offers discounted rates in more than 200 countries.. Rates are in US Dollars per minute and do not include applicable taxes and fees.

SIN 517312 - AT&T STANDARD INTERNATIONAL ROAMING & AT&T WORLD TRAVELER RATES				
Country Code	Country / Destinations	Service Description	GSA MRC	AT&T World Traveler Rates Per Minute
N/A	N/A	Monthly Recurring charge	$4.79	N/A

1.6 AT&T MOBILE SELECT® – INDIVIDUAL PLANS

SIN 517312 – Mobile Select Individual Plans for Smartphones	
Description	**GSA Catalog Price**
AT&T Mobile Select Custom Individual 1GB for Smartphones	$45.00
AT&T Mobile Select Custom Individual 3GB for Smartphones	$52.50
AT&T Mobile Select Custom Individual 5GB for Smartphones	$60.00
AT&T Mobile Select Custom Individual 7GB for Smartphones	$67.50
AT&T Mobile Select Custom Individual 10GB for Smartphones	$78.75
AT&T Mobile Select Custom Individual 20GB for Smartphones	$116.25

Overage charges & data speeds: There are no overage charges. **After all of your high-speed data allotments are used, all data usage is slowed to a max of 128 Kbps (2G speed) for the rest of the bill cycle.** Audio and video streaming, picture and video messaging and other data usage, including sponsored data, will be impacted and may not be fully functional. See att.com/broadbandinfo for AT&T's network management practices.

Please see the AT&T MOBILE SELECT – INDIVIDUAL PLANS TERMS AND CONDITIONS in this document

1.7 AT&T MOBILE SELECT® – DATA ONLY PLANS

SIN 517312 – Mobile Select Individual Plans for Smartphones	
Description	**GSA Catalog Price**
AT&T Mobile Select – Individual Plans for Data-Only Devices 1GB	$15.00
AT&T Mobile Select – Individual Plans for Data-Only Devices 3GB	$30.00
AT&T Mobile Select – Individual Plans for Data-Only Devices 5GB	$37.50
AT&T Mobile Select – Individual Plans for Data-Only Devices 7GB	$45.00
AT&T Mobile Select – Individual Plans for Data-Only Devices 10GB	$56.25
AT&T Mobile Select – Individual Plans for Data-Only Devices 20GB	$93.75

Overage charges & data speeds: There are no overage charges. **After all of your high-speed data allotments are used, all data usage is slowed to a max of 128 Kbps (2G speed) for the rest of the bill cycle.** Audio and video streaming, picture and video messaging and other data usage, including sponsored data, will be impacted and may not be fully functional. See att.com/broadbandinfo for AT&T's network management practices.

Please see the AT&T MOBILE SELECT – INDIVIDUAL PLANS TERMS AND CONDITIONS in this document

2.0 Add-On Services

2.1 DATA ADD-ON TO VOICE

SIN 517312 - DATA ADD-ON TO VOICE	
Description	**GSA Catalog Price**
Metered MRC Data Add-On to eligible voice plan (only offered in conjunction with a metered voice plan)	$9.74
Metered Usage Per MB	$0.30
50 MB Pooled Data Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices.	$30.00
500 MB Pooled Data Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	$32.25
5 GB Pooled Data Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	$33.75
Pooled Overage Per GB (applies to all pooling plans)	$10.00
Unlimited MRC Data Add-On to eligible voice plan	$33.75
Emergency Units MRC – Voluntary Suspend	$9.99
Metered MRC with Tethering (Add-On to Voice) - Cross Device Pooling with Eligible Devices	
Metered MRC with Tethering	$20.99
50 MB Pooled – Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices.	$45.00
500 MB Pooled - Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	$47.25
5 GB Pooled - Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	$48.75
UNLIMITED MRC – DATA AND TETHERING ADD-ON TO ELIGIBLE VOICE PLAN	$48.75

General Terms and Conditions

Premier Services see Terms and Conditions on

Business National Pooled Plans specific Terms and Conditions

Pooling is restricted to pooling users on a single Billing Account Number. Multiple Billing Account Numbers do not pool together. Data plans offered under this section will not pool with other data plans that are currently available under the GSA Schedule. For example,, the 5GB device agnostic pooled plan under this section will not pool with the data plans that are currently on the GSA Schedule. Cross-device pooling permitted only with eligible devices. Users may not increase their pooling contribution for already-billed services. There will be no additional charge for AT&T owned wireless Local Area Network (Wi-Fi) usage. AT&T has over 29,000 Wi-Fi hotspots in the United States.

Emergency Suspend: For devices used typically only in emergencies, the Government can use the Voluntary Suspend Plan to provide mobile devices at a moment's notice to personnel. Under this plan, a customer can suspend lines for up to 180 days. Lines in suspended status are charged a nominal established rate per month, per line. There is no additional monthly rate plan charge associated with the Suspend Plan. When an emergency arises, the customer can request that AT&T provision regular services (voice, data, text, etc.) on the lines (over the air.)

Suspended service prevents users from making and receiving calls on your wireless device, except for calling 611 to reach customer care and 911 in the event of an emergency. Monthly recurring fees accrue while the phone number is in a voluntary suspended status.

2.2 GLOBAL ADD-ON DATA FEATURE

Data Global Add-on packages are available for all data devices, including smartphones, tablets, netbooks, Laptop Connect/ USB, and Mobile Hotspot devices. These feature packages apply to data usage incurred by a customer while roaming in AT&T's 130+ discounted countries (Roam Zone). These countries are listed at att.com/global countries. Customers can use International Data Roaming services in a country/area that is not one of the 130+ discounted countries; however, they are subject to the higher international data roaming pay-per-use rate.

SIN 517312 - GLOBAL ADD-ON DATA FEATURE	
Description	**GSA Catalog Price**
Data Global Add-On Feature - includes 120 MB (Must Have Active Domestic Data Plan). Feature is billed monthly.	$28.50
Data Global Add-On Feature - includes 300 MB (Must Have Active Domestic Data Plan). Feature is billed monthly.	$57.00
DATA GLOBAL ADD-ON FEATURE - INCLUDES 800 MB (MUST HAVE ACTIVE DOMESTIC DATA PLAN). FEATURE IS BILLED MONTHLY.	$114.00

International Overage within Roam Zone is $30.00 for each additional 120 MB
International Usage Outside the Roam Zone is $.0195 for each KB used

2.3 AT&T ENHANCED PUSH-TO-TALK

AT&T Enhanced Push-To-Talk (EPTT) is a next generation Push-to-Talk (PTT) service that provides virtually instant voice communications, situational awareness capabilities, highly secure messaging, location features, and features based on industry standards for Mission Critical Push to Talk (MCPTT) such as emergency calling over 3G, 4G, 4G LTE and Wi-Fi networks and serves as a powerful collaboration and productivity tool for businesses and governments.

The AT&T EPTT application is a FIPS 140-2 compliant software application that operates on compatible devices and it is offered to customers in two tiers: AT&T EPTT Standard and AT&T EPTT Advanced. Each tier's capabilities and the mobile application can be configured using either the Basic or LMR user-interface versions on a user-by-user basis.

The Basic version is an intuitive user interface that features one to one or group calling, alerts, multimedia messages, location tracking, talkgroup scanning, presence indicators and history information. The LMR version mirrors the operation of a traditional two-way radio with pre-defined talk groups and an all-in-one interface and supports Customers migrating from two-way radio. Using the Corporate Administration Tool (CAT) an administrator assigns the user interface mode (version) to each user. Users will see a notification if their version is changed.

AT&T EPTT is available in two feature packages called AT&T EPTT Standard and AT&T EPTT Advanced, which offer the following features

SERVICE REQUIREMENTS		
AT&T EPTT FOR SMARTPHONE & FEATURE PHONE	**REQUIRED FOR SMARTPHONE**	**REQUIRED FOR FEATURE PHONE**
AT&T Enhanced PTT Bolt-on	Voice plan Smartphone data plan EPTT add-on feature	Voice plan Pay-per-use data service or feature phone data plan EPTT add-on feature
AT&T Enhanced PTT Price plan	EPTT only plan Smartphone data plan	EPTT only plan Pay-per-use data service or feature phone data plan
AT&T EPTT FOR PC & LMR	**SERVICE REQUIREMENTS**	
AT&T Enhanced PTT Price Plan for Interoperability	Qualified bridging interoperability device and at least one Mobile phone with AT&T service	
AT&T ENHANCED PTT BOLT-ON FOR PC CLIENT	REQUIRES USB MODEM AND AT&T (LAPTOP CONNECT) DATA PLAN	

SIN 517312 - AT&T ENHANCED PUSH-TO-TALK	
Description	**GSA Catalog Price**
*AT&T Enhanced PTT Price plan	$18.99
**AT&T Enhanced PTT Price plan for Interoperability	$22.50
***AT&T Enhanced PTT Bolt-On	$2.00
****AT&T Enhanced PTT Bolt-On for PC	$18.99
EPTT ADVANCED	$15.00
EPTT RATE PLAN WITH DATA SERVICE FOR SMARTPHONES	$18.99
EPTT SERVICE ONLY (NO VOICE & NO DATA) FOR FEATURE PHONES	$18.99
EPTT BOLT-ON SERVICE FOR SMARTPHONES	$2.00
EPTT BOLT-ON SERVICE FOR FEATURE PHONES	$2.00
EPTT BOLT-ON SERVICE FOR TABLETS	$2.00
LICENSE PACK FOR CROSS CARRIER. QTY 1	$9.50
LICENSE PACK FOR CROSS CARRIER. QTY 2	$19.00
LICENSE PACK FOR CROSS CARRIER. QTY 3	$28.50
LICENSE PACK FOR CROSS CARRIER. QTY 4	$38.00
LICENSE PACK FOR CROSS CARRIER. QTY 5	$47.50
LICENSE PACK FOR CROSS CARRIER. QTY 6	$57.00
LICENSE PACK FOR CROSS CARRIER. QTY 7	$66.50
LICENSE PACK FOR CROSS CARRIER. QTY 8	$76.00
LICENSE PACK FOR CROSS CARRIER. QTY 9	$85.50

LICENSE PACK FOR CROSS CARRIER. QTY 10	$95.00
LICENSE PACK FOR CROSS CARRIER. QTY 20	$190.00
LICENSE PACK FOR CROSS CARRIER. QTY 30	$285.00
LICENSE PACK FOR CROSS CARRIER. QTY 40	$380.00
LICENSE PACK FOR CROSS CARRIER. QTY 50	$475.00
EPTT ONLY (NO VOICE & NO DATA) + ADTM RATE PLAN FEATURE PHONES PUBLIC SAFETY	$42.75
EPTT + ADTM BUNDLE FOR SMARTPHONE_PUBLIC SAFETY	$19.00
PROVIDES FOR A SITE LICENSE FOR THE SUPPORTED PROTOCOL INTERFACE (ISSI, CSSI). A SITE IS DEFINED AS THE PHYSICAL LOCATION OF THE INGRESS/EGRESS POINT FOR THE IP CONNECTION TO ENHANCED PTT DATA CENTERS.	$7,125.00
PROVIDES FOR A SITE LICENSE FOR THE SUPPORTED PROTOCOL INTERFACE (ROIP). A SITE IS DEFINED AS THE PHYSICAL LOCATION OF THE INGRESS/EGRESS POINT FOR THE IP CONNECTION TO ENHANCED PTT DATA CENTERS.	$2,375.00
PER SUBSCRIBER INTEROP FEATURE BOLT-ON	$4.75
PROVIDES A PER GROUP OR PER "TALK PATH" PRICING OPTION FOR INTEROPERABILITY WHERE A TALK GROUP/TALK PATH IS AN EPTT GROUP LINKED TO A LMR GROUP.	$332.50
LICENSE PACK FOR WIFI DEVICES. QTY 1	$9.50
LICENSE PACK FOR WIFI DEVICES. QTY 2	$19.00
LICENSE PACK FOR WIFI DEVICES. QTY 3	$28.50
LICENSE PACK FOR WIFI DEVICES. QTY 4	$38.00
LICENSE PACK FOR WIFI DEVICES. QTY 5	$47.50
LICENSE PACK FOR WIFI DEVICES. QTY 6	$57.00
LICENSE PACK FOR WIFI DEVICES. QTY 7	$66.50
LICENSE PACK FOR WIFI DEVICES. QTY 8	$76.00
LICENSE PACK FOR WIFI DEVICES. QTY 9	$85.50
LICENSE PACK FOR WIFI DEVICES. QTY 10	$95.00
LICENSE PACK FOR WIFI DEVICES. QTY 20	$190.00
LICENSE PACK FOR WIFI DEVICES. QTY 30	$285.00
LICENSE PACK FOR WIFI DEVICES. QTY 40	$380.00
LICENSE PACK FOR WIFI DEVICES. QTY 50	$475.00
LICENSE PACK FOR WIFI DEVICES. QTY 100	$950.00
EPTT FIRSTNET SERVICE ONLY (NO VOICE & NO DATA) FOR FEATURE PHONES	$17.99
ENHANCED PUSH TO TALK (EPTT) FIRSTNET ONLY RATE PLAN FOR FEATURE PHONES USING COMMERCIAL CORE NETWORK. NO MOBILE VOICE OR DATA. EPTT SERVICE ONLY. FIRSTNET EPTT ONLY RATE PLAN IN CONTRACT PRICE. (2 YR, $8 DEVICE SUBSIDY/IN CONTRACT) NOTE: RATE PLAN TO BE AVAILABLE BY JUNE 2018	$17.99
ENHANCED PUSH TO TALK (EPTT) FIRST NET BOLT ON/ADD FOR FEATURE PHONE. NOTE: BOLT-ON SOC TO BE AVAILABLE BY JUNE 2018	$2.00

ENHANCED PUSH TO TALK (EPTT) FIRST NET BOLT ON/ADD FOR SMARTPHONE. NOTE: BOLT-ON SOC TO BE AVAILABLE BY JUNE 2018	$2.00
ENHANCED PUSH TO TALK (EPTT) FIRST NET BOLT ON/ADD FOR TABLETS DEVICES. EPTT RATE PLAN FOR TABLETS WITH AT&T CELLULAR DATA NETWORK. NOTE: BOLT-PN SOC TO BE AVAILABLE BY JUNE 2018	$2.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 1	$4.75
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 5	$23.75
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 10	$47.50
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 50	$237.50
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 100	$475.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 200	$950.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 300	$1,425.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 400	$1,900.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 500	$2,375.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 1000	$4,750.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 2000	$9,500.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 3000	$14,250.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 4000	$19,000.00
MOBILE APIS ALLOW MOBILE APPLICATION PARTNERS OR CUSTOMERS TO AUGMENT THEIR SERVICES BY ADDING BASIC PTT FUNCTIONALITY.. QTY 5000	$23,750.00

APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 1	$4.75
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 5	$23.75
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 10	$47.50
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 50	$237.50
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 100	$475.00

APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 200	$950.00
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 300	$1,425.00
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 400	$1,900.00
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 500	$2,375.00
APIS ENHANCES EPTT WEB APIS TO SOME OF THE FEATURES THAT ARE AVAILABLE ON THE INTEGRATED DISPATCH SOLUTION. PARTNERS CAN ENHANCE THEIR APPLICATION FOR DISPATCH AND LMR LIKE CALL FUNCTIONS USING INTEGRATED TRACKING APIS. PROVISIONING FOR THE INTEGRATED TRACKING API USER IS USING LICENSE PACKS WITH A USER TYPE INTEGRATED TRACKING. QTY 1000	$4,750.00

EPTT Standard

AT&T EPTT Standard delivers almost instant voice communication with groups up to 250 people or an individual with the push of a button and supports:

- Presence services – provide real-time presence status indicators (available, unavailable, and do not disturb).
- Integrated Secure Messages- send highly secure messages to other EPTT subscribers, including text, multimedia and location information to a group or to individuals in the EPTT system.
- Location Tracking- allows an EPTT supervisor and the dispatcher of any talkgroup to check the current location of all talkgroup members on a map, to create a boundary (Geofence) for a talkgroup, and to receive notifications when members enter or leave the boundary.
- Alerts – provide the convenience of a quick alert for requesting a call back or displaying a missed call.
- Background Call Mode – allows the user to hear incoming EPTT calls while the EPTT application remains in the background.
- Broadcast Calling – initiates a preemptive one-way call to a large group of users at the same time.
- One Touch Calling – allows an EPTT user to call a particular contact or talkgroup or most recent history entry when the PTT button is pressed or allows the PTT button to be assigned to open the application to the preferred landing page (History, Contacts, Groups, Favorite Contacts, or Favorite Groups). Available on selected devices.
- Talkgroup Channels - assign up to 96 talkgroup channels using the EPTT LMR version.
- History – provides EPTT call and message history.
- EPTT Voice Message Fallback – allows an EPTT call to be converted into a voice message if the called party is unavailable.
- Silent Mode Behavior (Privacy Mode) – provides alerting behaviors while the device is in silent mode, which can be controlled through the EPTT Privacy Mode setting.
- Supervisory Override (Talker Priority) – allows selected talkgroup members to place a PTT call and speak at any time during a call, even if the target callers are on an active PTT call.
- Talkgroup Scanning with Priority – allows an EPTT user to select up to 16 talkgroups for monitoring, with three that can be set as prioritized groups.
- Wi-Fi Support – allows the EPTT application to have access through Wi-Fi access points connected to the Internet.

EPTT Advanced

In addition to all the features of AT&T EPTT Standard, AT&T EPTT Advanced includes:

- **Emergency Calling-** enables an EPTT user to declare an emergency state using the EPTT application on-screen or the dedicated emergency hard-key on certified devices. When the feature is enabled by an administrator via the CAT, the EPTT platform prioritizes these EPTT calls over all other EPTT calls.
- **User Awareness Features-** available for use with CRUs only, these features are managed by an administrator who is authorized by the Customer through the use of the CAT.
  - User Check – enables an authorized user to check an EPTT user's battery level, signal strength (Wi-Fi and cellular) and current location if allowed by the device's operating system.
  - User Disable - enables an authorized user to remotely disable EPTT for a specific device. This disables the device from accessing EPTT and secured messaging.
  - User Enable - enables an authorized user to remotely enable a user's previously disabled device, granting back access to EPTT and secure messaging.
- **Additional Features -** AT&T EPTT Advanced includes AT&T Dynamic Traffic Management and the monthly reoccurring charges for Land Mobile Radio Interoperability at no additional charge.

Corporate Administration Tool (CAT)

The AT&T EPTT CAT can be used to manage a Customer's contacts talkgroups and to designate roles to specific talkgroup members that enable them to use EPTT situational and user awareness capabilities. The features of the CAT include:

- Subscriber Profile Management - allows Customer authorized administrators to manage subscribers' profiles, such as name and subscription type.
- Contacts Management - allows an administrator to manage subscribers' contacts.
- Contacts Management - allows an administrator to manage user sets.
- Talkgroup Management - allows an administrator to manage talkgroups, including the ability to interrupt talkgroup conversations. There are three types of groups that can be managed: standard, dispatch, and broadcast groups.
- External Contacts Management - allows an administrator to add subscribers who are outside the Customer's organization.
- Interoperability Connections Management - supports communications between EPTT and LMR systems.

Integrated Dispatch Console (IDC):

The optional Integrated Dispatch Console feature is a Windows® based application that enables administrators and supervisors to manage daily dispatch operations. The CAT administrator is responsible for on-boarding the authorized Dispatcher and creating the necessary Dispatch talkgroups. The IDC enables a Dispatcher to:

- Establish a one-to-one call or send and receive an Instant Personal Alert (IPA) to or from a user. Dispatchers can send and receive alerts to and from talkgroup members as a request to call back.
- Start or end a PTT call, record a conversation, and see the speaker's identity.
- Locate talkgroup members on the map, either individually or as a talkgroup.
- Text and share multimedia content (i.e., audios, files, images and videos) with talkgroup members.
- Allow a designated broadcaster to make high-priority one-way calls, typically used for making important announcements.
- See a map showing the locations of talkgroup members in the field and make PTT calls, send messages or send alerts to those talkgroup members directly from the map.
- Assign a virtual boundary (Geofence) to a talkgroup on the map. When a Geofence is applied to a talkgroup, a notification is sent to the Dispatcher and other fleet members whenever a talkgroup member crosses the fence's boundary.

LMR LTE Interoperability

AT&T EPTT optionally interoperates with two-way Land Mobile Radio (LMR) systems, allowing group communications between the LMR and EPTT systems. The interoperability solution creates a "talk-path" that connects the two systems and manages the calls between the networks. IP Interoperability with traditional LMR systems can be delivered through various combinations of customer premise equipment and AT&T networking support.

Enhanced PTT Interoperability MPLS VPN Backhaul

EPTT Interoperability MPLS VPN Backhaul is an optional managed service that provides a private connection for voice traffic between a Land Mobile Radio system and the EPTT system. Customers must obtain access between each Customer site and an AT&T point-of-presence using clear channel digital dedicated access facilities obtained from AT&T or another provider. The service enforces traffic separation among Customers in accordance with the RFC2547 standard. The service components include 10 MB MPLS Ports and 10 MB Ethernet Access and Equipment Management. The MPLS Ports and Ethernet access provide the connection between Customer's IP network and the AT&T Network. Each MPLS Port at a Customer site requires a new

access line or access channel installation/activation charges apply to such access arrangements.

AT&T Dynamic Traffic Management

Enhanced PTT subscribers may also receive or subscribe to AT&T Dynamic Traffic Management, which uses Quality of Service (QoS) network technology to enable qualified enterprise and government customers to receive a differentiated (i.e., enhanced versus "best effort") 4G LTE network experience for Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network (i.e., excluding microcells, AT&T Wi-Fi service, and roaming partners' networks). An enhanced, or higher, QoS is particularly valuable during times of network congestion. AT&T Dynamic Traffic Management is available only for use with Customer's qualified business applications that are used solely in connection with the transmission of Customer's data to and from its authorized CRU lines' 4G LTE-AT&T Dynamic Traffic Management enabled Equipment, including routers, determined solely by AT&T (each, an Approved Business Application). Approved Business Applications may include, without limitation, video calling/conferencing, push-to-talk, dispatch, logistics, command and control, telematics, and monitoring applications used by Customer's authorized CRU lines. If AT&T confirms that Customer has requested AT&T Dynamic Traffic Management for an Approved Business Application, Customer will also be required to identify a Customer representative who will be available to assist AT&T, at a mutually agreeable time and upon reasonable prior notice from AT&T, in: (a) validating and testing the Approved Business Application as part of the AT&T Dynamic Traffic Management set up; and (b) in the event that Customer chooses to configure AT&T Dynamic Traffic Management with AT&T Private Mobile
Connection service, providing additional technical information and/or requesting any modifications or additions to the Approved Business Application. AT&T Dynamic Traffic Management is available only to a Customer's CRUs and only within the Domestic Coverage Area (i.e., U.S., Puerto Rico, and U.S. Virgin Islands) and only for AT&T Enhanced PTT traffic originated on and traversing over the AT&T-owned 4G LTE network, excluding microcells, MetroCells, AT&T Wi-Fi service and roaming partners' networks. When Customers subscribe to AT&T Dynamic Traffic Management, data usage from enabled devices is separately tracked and billed.

AT&T Dynamic Traffic Management is offered in two versions: AT&T Dynamic Traffic Management – Enterprise and AT&T Dynamic Traffic Management – Public Safety. AT&T Dynamic Traffic Management is included in EPTT subscriptions for FirstNet subscribers and is optional for other EPTT subscribers.

AT&T Dynamic Traffic Management – Enterprise may not be used with, among other things: (a) mobile video transmission applications, and (b) applications that transmit data to and receive data from all or substantially all Internet endpoints. Accordingly, for each business application identified by Customer for use with AT&T Dynamic Traffic Management – Enterprise, Customer must provide AT&T with sufficient information about the application to permit AT&T to determine whether the application is an Approved Business Application. Such information will include, at a minimum, the application name/version, application protocol, destination IP address and destination

port. Customer further acknowledges and agrees that AT&T Dynamic Traffic Management – Enterprise (a) is available only within the Domestic Coverage Area and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) does not provide priority access to the AT&T-owned domestic 4G LTE network; (c) does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; and (d) is not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic. AT&T Dynamic Traffic Management – Enterprise must be added to each CRU line separately. Per CRU line requirements include purchase of Enhanced PTT with an AT&T Dynamic Traffic Management - Enterprise plan and a qualified feature phone or qualified smartphone provisioned with the appropriate feature code.

AT&T Dynamic Traffic Management – Public Safety is limited to customers responsible for public safety and critical infrastructure (e.g., police and fire departments, EMT services departments, and emergency management agencies) that have been assigned one a qualifying North American Industry Classification System (NAICS) code. For details on qualifying codes, see an AT&T representative. Entities eligible for AT&T Dynamic Traffic Management—Public Safety are collectively referred to as "public safety customers". AT&T Dynamic Traffic Management - Public Safety provides priority access to the domestic AT&T 4G LTE network for a Customer's authorized CRU subscribers. AT&T Dynamic Traffic Management - Public Safety (a) is available only within the Domestic Coverage Area and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; (c) provides Customer's authorized CRUs priority access to available AT&T 4G LTE network resources but will not preempt other users' use of the network in order to make network resources available; and (d) is not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic. The traffic of qualified public safety customers will be assigned a higher QoS than the traffic of other customers that perform public safety functions. AT&T reserves the right to exercise its sole and reasonable discretion to determine which public safety customers may purchase AT&T Dynamic Traffic Management – Public Safety and the extent to which such customers may deploy and utilize AT&T Dynamic Traffic Management – Public Safety within their organizations. AT&T further
reserves the right to limit or terminate use of AT&T Dynamic Traffic Management – Public Safety by customers that AT&T determines to be using AT&T Dynamic Traffic Management – Public Safety in a manner inconsistent with the expressed or intended use of AT&T Dynamic Traffic Management – Public Safety. Customers choosing to combine AT&T Dynamic Traffic Management—Public Safety with AT&T Enhanced Push-to-Talk will be billed for both services on a bundled basis for each authorized CRU line. Customers also have the ability to designate AT&T Enhanced Push-to-Talk as an Approved Business Application and not as a bundled offer with AT&T Dynamic Traffic Management—Public Safety, in which case Customer will be billed for each service separately.

Availability

AT&T EPTT capabilities and related services are available to each type of user as follows:

	ENTERPRISE AND GOVERNMENT NON-FIRSTNET		FIRSTNET	
Features		**CRU**		**CRU**
AT&T EPTT Standard				
One to One Call		Yes		Yes
Group Call		Yes		Yes
Secure Messaging		Yes		Yes
Mapping/Location		Yes		Yes
Basic user interface		Yes		Yes
LMR user interface		Yes		Yes
AT&T EPTT Advanced				
User Awareness		Yes		Yes
Emergency Calling		Yes		Yes
Corporate Admin Tool (CAT)		Yes		Yes
Integrated Dispatch Console (IDC)		Yes		Yes
LMR interoperability		Yes		Yes
Other				
AT&T Dynamic Traffic Management (ADTM)		Yes		N/A

IMPORTANT INFORMATION

General - AT&T Enhanced Push-to-Talk, as described in this product brief (the "Solution") is available only to eligible customers For government customers, any Additional Product Terms not allowable under applicable law will not apply, and the Qualified Agreement will control in the event of any
material conflict between the Qualified Agreement and the Additional Product Terms. The Solution is available to Customers, their Customer Responsibility Users ("CRUs") and their Individual Responsibility Users ("IRUs"), and to consumers with a qualified AT&T rate plan and Enhanced PTT subscription, as described herein. Consumers will have access to features permitted to IRUs. The Corporate Administrator Tool and Integrated

Dispatch are only available for use with AT&T-subscribed CRUs. The Solution may not be available for purchase in all sales channels or in all areas and may not be accessible at all times. Additional hardware, software, service and/or network connections may be required to access the Solution. Availability, accessibility, security, delivery, speed, timeliness, accuracy, and reliability are not guaranteed by AT&T.

Requirements - The Solution is a voice-over-IP solution that requires wireless connectivity on compatible cellular or Wi-Fi networks. It requires use of a supported wireless device or a personal computer running Windows Vista OS or higher ("PC"). Use of the AT&T Enhanced PTT client for PCs may require that the PC be connected to AT&T's wireless network through an integrated modem/aircard or mobile hotspot device with service on a qualified data plan. Use of the Solution on supported feature phones, smartphones and tablet devices requires download and installation of the Enhanced PTT client software onto such devices. Other software on an end user's device may impair performance. For AT&T subscribed devices, usage of the Solution requires a subscription to an Enhanced PTT rate plan or qualified AT&T data rate plan. Data service/plan requirements vary by device category. Certain AT&T data plans (e.g., MEdia Net) are not eligible.

Technical - The Solution is not compatible with traditional circuit-switched voice calls or certain other AT&T wireless services, including, without limitation, call waiting, call forward, voice mail/Visual Voice Mail, AT&T Address Book, and Wireless Priority Service. Wireless data coverage is not available in some areas and wireless service performance is subject to transmission limitations and terrain, system, capacity and other limitations. AT&T mobility coverage maps are available at www.att.com/business/datacoverage. Coverage areas of other mobility carriers are available from the carriers. Usage of the Service on networks other than AT&T wireless data networks is dependent on proper configuration and quality of the network connection. AT&T is unable to provide troubleshooting or configuration assistance for third-party network connections and may be limited in its ability to troubleshoot service problems for transmissions made using such networks. AT&T provides no customer support in this regard other than verifying connectivity to the AT&T network and the Service. The Enhanced PTT client must be installed on an AT&T certified device, and the device must be activated and turned on in order to originate and or receive Enhanced PTT calls. Use of non-certified devices is not fully supported. A list of certified devices is available at www.att.com/epttdevices, which is subject to change. Not all service features and functionality are available on all certified devices. See an AT&T representative for details. If the Customer attempts to access the Solution via a custom Access Point Name (APN), through a firewall or from a network that does not meet the specified network access criteria, the service will not work. The Solution is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms and cannot be transmitted over wireless Virtual Private Networks (VPNs).

Usage - The Solution can be used while roaming on compatible domestic and international wireless carriers. For AT&T subscribers, applicable roaming rates apply to international carriers except while roaming in Mexico and Canada. For other carriers' subscribers see applicable carriers' roaming rates. Data usage incurred by AT&T subscribers within AT& T' s domestic wireless data network footprint in the United States and with roaming partner networks in Mexico and Canada in connection with Enhanced PTT will not be charged against the Customer's associated

data plan. All other AT&T data usage, including, without limitation, data usage incurred in connection with use of the Service on all other international cellular roaming networks, will be charged at AT&T's scheduled rates. Data usage for devices subscribed to other carriers is billed to the end user by the subscribed carrier at that carrier's rates.

Customer must accept the Additional Product Terms as the party liable for each CRU and agrees in such case that the CRU will comply with the obligations under those terms. Customer is responsible for providing each CRU of an enabled mobile device with a copy of the Additional Product Terms. The Customer and the CRU are individually and jointly liable thereunder. Unless otherwise prohibited, this offer is subject to change, and may be modified, terminated, or discontinued at any time without notice.

Data Privacy - Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third-parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the service. As used herein, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users. Customer is responsible for providing end users with clear notice of AT&T's and Customer's collection and use of Customer Personal Data obtained via the Solution and for obtaining end users' consent to that collection and use. Customer may satisfy its notification requirements as to AT&T by advising end users in writing that AT&T and its suppliers may collect and use Customer Personal Data by providing for end user review the relevant links to the product brief or other sales information that describes the Solution and to AT&T's Privacy Policy

** Requires additional subscription to a compatible wireless data service plan*
*** Requires an additional bridging device and at least one Mobile phone with AT&T service to provide a service link for interoperability.*
**** Requires additional subscription to qualified AT&T wireless voice and data service plans.*
***** Requires USB Modem and AT&T data plan.*
"Unlimited" refers to domestic usage of Enhanced PTT on the AT&T Mobility cellular network only.
Additional taxes, fees and other charges apply.

Note: AT&T's Enhanced Push-to-Talk products are compliant to Section 508 requirements with some exceptions. The management console application may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of AT&T's Enhanced Push-to-Talk before purchasing these products for Agency use.

General Terms and Conditions

Premier Services see Terms and Conditions on

AT&T Enhanced Push-To-Talk Terms and Conditions

3.0 Data Plans

3.1 POOLED TELEMETRY CONNECT- DATA PLANS

SIN 517312 - POOLED TELEMETRY CONNECT- DATA PLANS		
Description	**GSA Catalog Price**	**Overage Rate**
Telemetry Connect Plan - 1MB	$6.74	$0.0048/KB
Telemetry Connect Plan - 2MB	$8.99	$0.0048/KB
Telemetry Connect Plan - 3MB	$10.49	$0.0048/KB
Telemetry Connect Plan - 4MB	$11.99	$0.0048/KB
Telemetry Connect Plan - 5MB	$13.49	$0.0048/KB
Telemetry Connect Plan - 10MB	$15.74	$0.0048/KB
Pooled Telemetry Connect Plan - 1MB	$6.74	$0.0048/KB
Pooled Telemetry Connect Plan - 2MB	$8.99	$0.0048/KB
Pooled Telemetry Connect Plan - 3MB	$10.49	$0.0048/KB
Pooled Telemetry Connect Plan - 4MB	$11.99	$0.0048/KB
Pooled Telemetry Connect Plan - 5MB	$13.49	$0.0048/KB
POOLED TELEMETRY CONNECT PLAN - 10MB	$15.74	$0.0048/KB

General Terms and Conditions
Premier Services see Terms and Conditions on
Data Plan Term and Conditions

3.2 STANDALONE DATA SERVICES

SIN 517312 - DATA SERVICES	
Description	GSA Catalog Price
Metered MRC Data without voice plan	$9.74
Metered Usage Per MB	$0.30
50 MB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices.	$37.49
500 MB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	$39.74
5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	$41.24
Pooled Overage Per GB (applies to all pooling plans)	$10.00
Unlimited MRC Data without voice plan	$52.49
Emergency Units MRC	$9.99
Metered MRC with Tethering (Standalone) - Cross Device Pooling with Eligible Devices	
Metered MRC - Without voice plan	$20.99
50 MB Pooled - Without voice plan - Cross Device Pooling with Eligible Devices.	$48.74
500 MB Pooled - Without voice plan - Cross Device Pooling with Eligible Devices	$50.99
5 GB Pooled - Without voice plan - Cross Device Pooling with Eligible Devices	$52.49
UNLIMITED MRC - WITHOUT VOICE PLAN	$63.74

General Terms and Conditions
Premier Services see Terms and Conditions
Business National Pooled Plans specific Terms and Conditions
Data plan Terms and Conditions

Pooling is restricted to pooling users on a single Billing Account Number. Multiple Billing Account Numbers do not pool together. Data plans offered under this section will not pool with other data plans that are currently available under the GSA Schedule. For example,, the 5GB device agnostic pooled plan under this section will not pool with the data plans that are currently on the GSA Schedule. Cross-device pooling permitted only with eligible devices. Users may not increase their pooling contribution for already-billed services. There will be no additional charge for AT&T owned wireless Local Area Network (Wi-Fi) usage. AT&T has over 29,000 Wi-Fi hotspots in the United States.

Emergency Suspend: For devices used typically only in emergencies, the Government can use the Voluntary Suspend Plan to provide mobile devices at a moment's notice to personnel. Under this plan, a customer can suspend lines for up to 180 days. Lines in suspended status are charged a nominal established rate per month, per line. There is no additional monthly rate plan charge associated with the Suspend Plan. When an emergency arises, the customer can request that AT&T provision regular services (voice, data, text, etc.) on the lines (over the air.)

Suspended service prevents users from making and receiving calls on your wireless device, except for calling 611 to reach customer care and 911 in the event of an emergency. Monthly recurring fees accrue while the phone number is in a voluntary suspended status.

3.3 IoT Plans, AT&T Control Center, and Control Center For FirstNet

SIN 517312 – IOT DATA PLANS		
DESCRIPTION	**GSA Rate Plan Price**	**GSA Overage Price per MB**
M2M IOT DATA PLAN, 1 MB	$3.75	$1.00
M2M IOT DATA PLAN, 2 MB	$4.31	$1.00
M2M IOT DATA PLAN, 3 MB	$4.69	$1.00
M2M IOT DATA PLAN, 5 MB	$5.25	$1.00
M2M IOT DATA PLAN, 10 MB	$6.19	$1.00
M2M IOT DATA PLAN, 25 MB	$7.50	$1.00
M2M IOT DATA PLAN, 50 MB	$11.25	$1.00
M2M IOT DATA PLAN, 150 MB	$13.50	$1.00
M2M IOT DATA PLAN, 250 MB	$15.00	$0.015
M2M IOT DATA PLAN, 1 GB	$18.75	$0.015
M2M IOT DATA PLAN, 2 GB	$21.50	$0.015
M2M IOT DATA PLAN, 5 GB	$34.00	$0.015
M2M IOT DATA PLAN, 10 GB	$60.00	$0.015
M2M IOT DATA PLAN, 20 GB	$112.50	$0.015

SIN 517312 – IOT STADIUM DATA PLANS			
DESCRIPTION	**GSA MRC per device**	**GSA Rate Plan Price**	**GSA Overage Price per MB**
M2M DATA PLAN, 2000 GB, MONTHLY FIXED POOL PLAN	$1.00	$90,000.00	$0.100
M2M DATA PLAN, 2500 GB, MONTHLY FIXED POOL PLAN	$1.00	$100,000.00	$0.100
M2M DATA PLAN, 3000 GB, MONTHLY FIXED POOL PLAN	$1.00	$110,000.00	$0.100
M2M DATA PLAN, 3500 GB, MONTHLY FIXED POOL PLAN	$1.00	$120,000.00	$0.100
M2M DATA PLAN, 4000 GB, MONTHLY FIXED POOL PLAN	$1.00	$130,000.00	$0.050
M2M DATA PLAN, 4500 GB, MONTHLY FIXED POOL PLAN	$1.00	$140,000.00	$0.050
M2M DATA PLAN, 5000 GB, MONTHLY FIXED POOL PLAN	$1.00	$150,000.00	$0.050
M2M DATA PLAN, 5500 GB, MONTHLY FIXED POOL PLAN	$1.00	$160,000.00	$0.050
M2M DATA PLAN, 6000 GB, MONTHLY FIXED POOL PLAN	$1.00	$170,000.00	$0.050
M2M DATA PLAN, 6500 GB, MONTHLY FIXED POOL PLAN	$1.00	$180,000.00	$0.030
M2M DATA PLAN, 7000 GB, MONTHLY FIXED POOL PLAN	$1.00	$190,000.00	$0.030
M2M DATA PLAN, 8000 GB, MONTHLY FIXED POOL PLAN	$1.00	$200,000.00	$0.030
M2M DATA PLAN, 9000 GB, MONTHLY FIXED POOL PLAN	$1.00	$210,000.00	$0.030

SIN 517312 – IOT FIRSTNET DATA PLANS PRIMARY (INCLUDES QPP)

DESCRIPTION	GSA Rate Plan Price	GSA Overage Price per MB
M2M FIRSTNET IOT DATA PLAN, 1 MB	$3.75	$1.00
M2M FIRSTNET IOT DATA PLAN, 2 MB	$4.31	$1.00
M2M FIRSTNET IOT DATA PLAN, 3 MB	$4.69	$1.00
M2M FIRSTNET IOT DATA PLAN, 5 MB	$5.25	$1.00
M2M FIRSTNET IOT DATA PLAN, 10 MB	$6.19	$1.00
M2M FIRSTNET IOT DATA PLAN, 25 MB	$7.50	$1.00
M2M FIRSTNET IOT DATA PLAN, 50 MB	$11.25	$1.00
M2M FIRSTNET IOT DATA PLAN, 150 MB	$13.50	$1.00
M2M FIRSTNET IOT DATA PLAN, 250 MB	$15.00	$0.015
M2M FIRSTNET IOT DATA PLAN, 1 GB	$18.75	$0.015
M2M FIRSTNET IOT DATA PLAN, 2 GB	$21.50	$0.015
M2M FIRSTNET IOT DATA PLAN, 5 GB	$34.00	$0.015
M2M FIRSTNET IOT DATA PLAN, 10 GB	$60.00	$0.015
M2M FIRSTNET IOT DATA PLAN, 20 GB	$112.50	$0.015

SIN 517312 – IOT FIRSTNET DATA PLANS EXTENDED PRIMARY (INCLUDES QPP)

DESCRIPTION	GSA Rate Plan Price	GSA Overage Price per MB
M2M FIRSTNET IOT DATA PLAN, 1 MB	$5.75	$1.00
M2M FIRSTNET IOT DATA PLAN, 2 MB	$6.31	$1.00
M2M FIRSTNET IOT DATA PLAN, 3 MB	$6.69	$1.00
M2M FIRSTNET IOT DATA PLAN, 5 MB	$7.25	$1.00
M2M FIRSTNET IOT DATA PLAN, 10 MB	$8.19	$1.00
M2M FIRSTNET IOT DATA PLAN, 25 MB	$9.50	$1.00
M2M FIRSTNET IOT DATA PLAN, 50 MB	$13.25	$1.00
M2M FIRSTNET IOT DATA PLAN, 150 MB	$18.50	$1.00
M2M FIRSTNET IOT DATA PLAN, 250 MB	$20.00	$0.015
M2M FIRSTNET IOT DATA PLAN, 1 GB	$23.75	$0.015
M2M FIRSTNET IOT DATA PLAN, 2 GB	$29.00	$0.015
M2M FIRSTNET IOT DATA PLAN, 5 GB	$41.50	$0.015
M2M FIRSTNET IOT DATA PLAN, 10 GB	$67.50	$0.015
M2M FIRSTNET IOT DATA PLAN, 20 GB	$120.00	$0.015

SIN 517312 - ADDITIONAL CHARGES FOR AT&T CONTROL CENTER

SERVICE	GSA Price
CONTROL CENTER – ADVANCED FEATURES (PER SIM PER MONTH)	$0.14
TRAFFIC SEGMENTATION (PER SIM PER MONTH FOR UP TO 10 STREAMS)	$0.13
ACCOUNT SETUP AND CUSTOM APN SET UP	$475.00
CUSTOM DYNAMIC APN SET UP	$475.00
CUSTOM STATIC IP APN SET UP	$950.00
SMPP BIND	$475.00
AT&T CPE VPN SET UP (RACK MOUNT ROUTERS)	$2845.25
COAM (CUSTOMER OWNED AND MAINTAINED) VPN	$1895.25

SIN 517312 - ADDITIONAL CHARGES FOR CONTROL CENTER FOR FIRSTNET	
SERVICE	**GSA Price**
CONTROL CENTER – ADVANCED (FEE WAIVED FOR FIRSTNET CUSTOMERS)	$0
VOICE SERVICES PER MINUTE RATE IN U.S. (50 STATES AND U.S. TERRITORIES)	$0.43
VOICE SERVICES PER MINUTE RATE FOR ROAMING INTERNATIONALLY	$0.95
ACCOUNT SETUP INCLUDES 3 HOURS OF ONLINE TRAINING	$1425.00
APN FEE – PER ACCOUNT	$475.00
CUSTOM STATIC IP APN SET UP	$950.00
SMPP BIND	$475.00
COAM (CUSTOMER OWNED AND MAINTAINED) VPN	$1895.25

Notes:

Min # devices	For Stadium Plans - 10,000 (Ramp time to minimum will be negotiated on a case by case basis. Reductions to minimum must be negotiated with AT&T and could result in a price increase)
Max # devices	For Stadium Plans - 20,000 (Exceeding the maximum must be negotiated with AT&T and could result in a price increase)
Domestic/International	Data Pools are for Domestic traffic only (50 US states and US territories)
International data usage	Rest of World: $10/MB/per SIM
Custom APN Required	Yes
Device restrictions	May not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the 4G LTE networks used to provide services, including but not limited to, automatic data feeds, mobile video transmissions and automated machine to machine connections.
Device Technology	Devices must be LTE capable
SIM charge	$2.00 per SIM
SIM Activation Charge	$2.00 per SIM
Excessive SIM usage	AT&T reserves the right to institute usage management controls for any SIM exceeding 5GB usage in a month
SMS Charges	Domestic Standard Text Messaging (MO – Mobile Originated and MT – Mobile Terminated) is $0.15 a message. The charge for MO Messages while roaming internationally, including in Canada, is $.50 per Message. The charge for MT Messages while roaming internationally, including in Canada, is $.15 per Message.
Pooling	Pooling is only available within the same rate plan, i.e., there is no pooling across rate plans.
Factory Testing	Customer may factory test SIM Card(s) prior to deployment without charge for the first 20kb of US Domestic data usage. The Customer must then promptly deactivate the SIM Card (change it to another SIM state that does not pass data) or the SIM Card will remain activated and subject to all applicable charges. AT&T may apply standard charges for SIMs that have exceeded 20KB of data usage. Factory testing without charge is not available for SMS or voice traffic. Any SMS or voice services usage, if applicable, will be billed.

General Terms and Conditions
Jasper Terms of Use and Privacy Policy for AT&T Control Center

4.0 AT&T Mobile Applications

4.1 AT&T Global Smart Messaging Suite (GSMS)

Powered AT&T Global Smart Messaging Suite (GSMS)

Powered by Soprano

The AT&T Global Smart Messaging Suite is a powerful web-based application designed for large enterprise messaging and communication. The AT&T Global SMS service enables 2-way communication (via SMS or e-mail), and can reach employees and opted in consumer subscribers at most wireless carriers globally. AT&T can help organizations get started using domestic short codes for cross-carrier SMS messaging, and the AT&T platform can also be extended on a global scale for messaging to employees and consumers worldwide.

Powerful administrative control:

- Define multi-workgroup hierarchy
- Set role-based user permissions
- Control user credits and costs
- Manage user licenses
- Specify applications for users
- View reporting and analysis

The AT&T Global SMS platform can be integrated with existing systems or used as a stand-alone web-based application for a wide variety of applications, including:

- Workforce management and communication
- Mobile marketing campaigns via SMS and e-mail
- Mobile commerce
- HR functions, job placement and staffing
- Shift confirmations, scheduling
- Reminders
- Voting, polling, surveying, sweepstakes

Features

- 2-way cross-carrier SMS, including mobile-originated text messaging
- Global SMS reach to subscribers in the U.S., Canada and select international countries
- Software as a Service (web-based service)
- E-mail messaging capabilities
- Enterprise-wide permissions control (hierarchical and multi-workgroup)
- Archival of all messaging activity*
- Reporting and analysis tools
- Tools to integrate with existing messaging systems and applications
- 24x7 technical

SIN 517312 - AT&T GLOBAL SMART MESSAGING SUITE (GSMS)	
Description	**GSA Catalog Price**
Introductory Monthly Recurring Charge ±	$1,872.00
Standard Monthly Recurring Charge	$5,712.00
Multi-Workgroup Recurring Charge	$23,952.00
Corporate Recurring Charge	$43,152.00

Setup Fee (required): One-time charge for setup of international long code, setup of either the first U.S. short code or the first Canada short code, and setup of a temporary AT&T-only short code	$1,500.00
Setup fee per additional short codes: One-time charge per each additional short code (U.S. and Canada only)	$500.00
AT&T-provided short and long code monthly leasing fees – per month per each additional AT&T provided short code or long code ±	$200.00
Introductory Domestic message fees – 25,00 domestic messages included per month, and $0.08 per each additional domestic message	$0.08
Standard Domestic message fees – 80,000 domestic messages included per month, and $0.07 per each additional domestic message	$0.07
Mutli-Workgroup Domestic message fees – 350,000 domestic messages included per month, and $0.06 per each additional domestic message	$0.06
Corporate Domestic message fees – 750,000 domestic messages included per month, and $0.045 per each additional domestic message	$0.045
Introductory – International message fees ± - $0.095 per each international message	$0.095
Standard – International message fees ± - $0.09 per each international message	$0.09
Multi-Workgroup – International message fees ± - $0.085 per each international message	$0.085
CORPORATE – INTERNATIONAL MESSAGE FEES ± - $0.08 PER EACH INTERNATIONAL MESSAGE	$0.08

General Terms and Conditions
Premier Services see Terms and Conditions
GSMS Terms & Conditions

Notes

1. Customers have the option to archive messages within the web application for up to 90 days, after which time the messages will be deleted. Customer can export messages for customer retention offline if exported prior to 90-day expiration.
2. 24X7 technical support provided by AT&T. For non-AT&T devices/service, all technical support, voice, messaging and data usage will be subject to the applicable rates and Terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions
3. Campaign Manager is a solution managing opt in and opt out permissions for SMS and email marketing Opt-in and opt-out lists can be created in three ways: a) manually with up to 10,000 entries; b) from inbound mobile-originated messages with up to 100,000 entries; or c) by uploading a file from a "comma separated file" (.csv) file with up to million entries.
4. WebSMS is included as a standard application in AT&T Global Smart Messaging Suite, this provides essential outbound messaging capabilities. While AT&T Global Smart Messaging Suite can be an effective way to communicate with employees and consumers, it should not be used as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property.

4.2 WORKFORCE MANAGER

AT&T Workforce Manager Features

- *Digital Forms*
- *Timekeeping*
- *Job Dispatching*
- *Phone and Tablet GPS Tracking*
- *Vehicle and Mobile Asset Tracking Reinforced data protection on a highly secure platform that stores information for up-to seven years*
- *Geo-redundancy offers multiple server backups at different locations, helping to reduce the potential for total data loss*
- *Save time and money by eliminating paper-based processes, and safeguard against potential litigation by staying better organized*
- *Reduce errors caused by illegible handwriting, lost forms, and incorrectly entered data*

AT&T Workforce Manager Shield provides organizations with all of the same core features of our standard solution (above), but with extra measures in place to further enhance data security.

- *Hosted in the Microsoft Azure cloud with Azure Advanced Data Security*
- *Data encryption at rest and in transit*
- *Supports HIPAA compliance to protect sensitive personal information*
- *Secure updates with limited access control*
- *Ongoing WFM staff training to ensure compliance*
- *Regular security scans and penetration tests*
- *Proactive 24/7 system monitoring*
- *Backed by local and geo-redundant databases for disaster recovery*

SIN 54151ECOM - WORKFORCE MANAGER	
Description	**GSA Catalog Price**
ATT Workforce Manager Standard (up to 5 modules)	$9.50
ATT Workforce Manager Enhanced (up to 10 modules)	$14.25
ATT Workforce Manager Premium (unlimited modules)	$19.00
ATT Workforce Manager Voice Dispatch	$9.50
ATT Workforce Manager GPS Addon	$4.75
ATT Workforce Manager for Vehicles	$14.25
ATT Workforce Manager for Assets	$9.50
WFM Vehicles - CalAmp 3030	$19.95
WFM Vehicles - CalAmp 2600	$19.95
ATT Workforce Manager Shield- Standard (up to 5 modules with enhanced security)	$14.25
ATT Workforce Manager Shield- Enhanced (up to 10 modules with enhanced security)	$19.00
ATT Workforce Manager Shield- Premium (Unlimited modules with enhanced security)	$23.75
Intelligent Tracking Shield	$14.25
ATT Workforce Manager GPS Addon-Shield	$4.75
ATT Workforce Manager for Vehicles- Shield	$19.00
ATT WORKFORCE MANAGER FOR ASSETS-SHIELD	$14.25

General Terms and Conditions apply
Premier Services see Terms and Conditions apply
Please refer to the AT&T Workforce Manager ("WORKFORCE MANAGER") End User License Agreement in this document

General *- The Solution is available for use with multiple network service providers. Only Customer Responsibility Users ("CRUs") are eligible to use the Solution. For government customers, any Product Terms not allowable will not apply, and the Qualified Agreement will control in the event of any material conflict between the Qualified Agreement and the Additional Product Terms. For CRUs subscribed to an AT&T wireless service, activation of an eligible AT&T data plan on a compatible device is required. Measured usage incurred in connection with the Solution will be charged as specified in the associated data plan. For use of the Solution with devices subscribed to non-AT&T wireless providers, Customer is responsible for ensuring that Customer, its applicable end users and the Solution complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier(s) for such rates, terms and conditions. A compatible device and qualified data plan is required. The Solution may not be available for purchase in all sales channels or in all*

areas. Additional hardware, software, service and/or network connection may be required to access the Solution. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T.

***Technical requirements** - Additional hardware, software, services and/or network connection may be required. Additional fees, charges, taxes and other restrictions may apply. The Solution's functionality is limited to certain mobile devices and operating systems. The Solution is compatible with devices on iOS version 6 or higher and Android devices on version 3.0 or higher. A minimum 1GB Wireless Data Plan is recommended for each device. The Solution is compatible with Internet Explorer version 8 or higher, Firefox, Chrome and Safari. Not all features are available on all devices. See an AT&T representative for details.*

***Coverage** - Coverage is not available in all areas. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on a subscribed device.*

***Data Privacy** - Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world; (ii) third parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the Solution. As used herein, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users.*

4.3 WIRELESS PRIORITY SERVICES

AT&T Mobility Priority Service gives emergency agencies priority handling for emergency calls in heavy network traffic. Now, the Departments of Defense and Homeland Security and civilian agencies have the priority access they need to help ensure they get their mission-critical calls through without delay. Sometimes, in large-scale emergencies, circuits can become overloaded and wireless networks can become jammed—delaying calls and crucial emergency response. Prompt access to your wireless network is critical in emergency situations.

A Simple Process When Speed is Critical

- Once your end user's SIM card is registered with Wireless Priority Service
- They can dial *272 plus the number you wish to reach
- Their call will be flagged as urgent communication and given priority to be connected over the next available channel
- Obtain approval from the National Communications System (NCS)

SIN 517312 - WIRELESS PRIORITY SERVICES	
Description	**GSA Catalog Price**
Wireless Priority Service–Monthly Feature Cost (price per month)	$4.50
Activation Fee	$10.00
Premium airtime per minute	$0.75
Wireless Priority Service–Monthly Feature Cost (price per month)	$4.50
Activation Fee	$10.00
PREMIUM AIRTIME PER MINUTE	$0.75

General Terms and Conditions
Premier Services see Terms and Conditions
Wireless Priority Services Terms & Conditions

4.4 NETMOTION

Mobility XE™ is built specifically for highly mobile workers who need secure, reliable wireless access to critical data and applications. Whether they drive to multiple locations in a single day or roam between buildings on a corporate campus or other location, workers are able to maintain authentication into applications while they access different networks, cross coverage gaps, or suspend and resume their devices.

4.4.1 Product Overview

Mobility XE is a client/server software-only Mobile VPN for Windows operating platforms designed for workers who use wireless networks to access their enterprises' network and systems. Mobility XE meets the unique needs of highly mobile workers who rely on wireless connectivity by providing authentication persistence to the Application Layer. Mobility XE's capabilities include:

- Increasing effective throughput across wireless networks
- Protecting VPN tunnel and applications from data loss or multiple log-ins when suspending and resuming devices or transitioning across networks without having to re-authenticate
- Providing support for all Windows operating system devices: laptops, tablets, pocket PCs and smartphones

Key Features

Single Sign-On Authentication

- The Mobility XE VPN software does not require a separate login step
- Users do not need to login again when they roam across coverage areas or multiple networks Two-factor Security and Strong Encryption
- Mobility XE supports two-factor authentication types including PKI smart cards and x.509v3 user certificates using RADIUS EAP as well as direct support for RSA SecureID
- Secures data transmissions to and from mobile devices over the VPN tunnel using FIPS-140-2 validated AES encryption Application Session Persistence
- Ability to sustain application session through suspend and resume cycles
- If user loses connectivity while an application is transmitting data, Mobility XE suspends the transmission until connectivity is re-established Policy Management Module
- Allows administrators to create custom policies to user's access to network resources
- Policy enforcement is transparent to user and can be modified by the administrator for an individual, work group or entire organization
- Offers quality of service using traffic classification and traffic shaping for control over the speed and quality of critical transmissions Software-only Solution
- Ability to easily install in hours with client and server software
- Server software can be installed on a server behind the firewall
- Transparent to end-users – client software is installed on each device

Optional Management and Reporting Modules

Mobility XE Analytics Module – Proactive Management and Visibility into Mobile Deployments

- Provides statistics on performance and usage, and intelligence on networks and applications used by workers
- Automated notifications save administration time and facilitate finetuning and capacity planning
- Reports and graphics show usage trends with filters that allow administrators to drill down for greater detail Mobility XE Network Access Control Module – Enforce Mobile Device Security and Compliance Policies
- Confirms that workers' devices have adequate security measures in place before allowing connectivity and granting access to applications and data
- NAC Module wizard makes it easier to configure and deploy security policies quickly
- Mobile devices can be scanned for compliance for software including antivirus, antispyware, firewall, Windows update status, operating system version and other applications required by an enterprise or organization

Annual Maintenance

The first year of maintenance is required on all NetMotion Wireless Mobility XEpurchases through AT&T. After the first year, maintenance is optional. Premium Maintenance for NetMotion Wireless from AT&T includes:

- Technical support: 5:00 am – 5:00 pm PT, Monday-Friday
- Technical phone support
- Guaranteed response times based on severity level
- Major upgrades to software at no additional charge – organization must currently own latest version of software to qualify for free major version upgrades
- Minor upgrades and maintenance releases
- Access to tech notes and web-based support

Important Information

Available to customers with a qualified AT&T business or government agreement ("Enterprise Agreement"). May not be available for purchase in all sales channels or in all areas. Taxes, fees and other charges may apply. Coverage: Coverage is not available in all areas. Coverage is subject to transmission limitations and terrain, system, capacity and other limitations. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer Wi-Fi™ coverage for Product requires Wi-Fi reception and a Wi-Fi enabled device. Environmental or other factors may limit Wi-Fi coverage. Eligibility and Activation: NetMotion Wireless by AT&T ("Product"), is comprised of NetMotion Wireless Mobility XE client and server software ("Server Software"), and web console for optional Network Access Control and Analytics modules. Additional hardware, software, services and or network connection may be required. Additional Terms: NetMotion Wireless from AT&T is subject to NetMotion Wireless's additional terms and conditions, including without limitation its software license. Such terms and conditions can be viewed at

http://www.netmotionwireless.com//partnerships/att/docs/Mobility_XE_EULA_9.0.pdf

NetMotion Wireless Mobility XE requires maintenance for the first year after purchase and is subject to NetMotion Wireless's maintenance terms and conditions which can be viewed at

http://www.netmotionwireless.com//partnerships/att/docs/NetMotion_Wireless_Maintenance_Agreement.pdf.

Additional charges and other restrictions may apply. Offer subject to change.

SIN 517312 – NETMOTION SERVICES	
Description	**GSA Catalog Price**
Pilot 25 user licenses bundle	
Mobility XE 9.0 Pilot Server Edition Bundle-	$6,187.50
Pilot Server Edition Bundle Maintenance - 1 year	$1,546.88
Pilot Server Edition Bundle Maintenance - 2 years	$1,361.25
Pilot Server Edition Bundle Maintenance - 3 years	$1,237.50
Pilot Server Edition Client License	$247.50
Pilot Server Edition Client Maintenance - 1 year	$61.88
Pilot Server Edition Client Maintenance - 2 years	$54.45
Pilot Server Edition Client Maintenance - 3 years	$49.50
Pilot Server | Analytics Module Bundle	$450.00
Pilot Server | Analytics Bundle Maintenance -1 year	$112.50
Pilot Server | Analytics Bundle Maintenance- 2 years	$99.00
Pilot Server | Analytics Bundle Maintenance- 3 years	$90.00
Pilot Server | Analytics Client License	$18.00
Pilot Server | Analytics Client Maintenance - 1 year	$4.50
Pilot Server | Analytics Client Maintenance - 2 years	$3.96
Pilot Server | Analytics Client Maintenance - 3 years	$3.60
Pilot Server | Network Access Control (NAC) Bundle	$450.00
Pilot Server | NAC Bundle Maintenance - 1 year	$112.50
Pilot Server | NAC Bundle Maintenance - 2 years	$99.00
Pilot Server | NAC Bundle Maintenance - 3 years	$90.00
Pilot Server | Network Access Control (NAC) Client License	$18.00
Pilot Server | NAC Client Maintenance - 1 year	$4.50

Pilot Server | NAC Client Maintenance - 2 years	$3.96
Pilot Server | NAC Client Maintenance - 3 years	$3.60
Standard 100 user licenses bundle	
Mobility XE 9.0 Standard Server Edition Bundle-	$19,350.00
Standard Server Edition Bundle Maintenance -1 year	$4,837.50
Standard Server Edition Bundle Maintenance-2 years	$4,257.00
Standard Server Edition Bundle Maintenance-3 years	$3,870.00
Failover Standard Failover Server	
Mobility XE 9.0 Standard Server | Fail-over Server	$4,500.00
Standard Server | Fail-over Maintenance 1-year	$1,125.00
Standard Server | Fail-over Maintenance 2-years	$990.00
Standard Server | Fail-over Maintenance 3-years	$900.00
Standard Server Edition Client License	$900.00
Standard 100 user licenses bundle	
Standard Server Edition Client Maintenance - 1 year	$184.50
Standard Server Edition Client Maintenance - 2 years	$46.13
Standard Server Edition Client Maintenance - 3 years	$40.59
Standard Server | Analytics Module Bundle	$36.90
Standard Server | Analytics Bundle Maintenance -1 year	$1,350.00
Standard Server | Analytics Bundle Maintenance -2 years	$337.50
Standard Server | Analytics Bundle Maintenance- 3 years	$297.00
Standard Server | Analytics Module Client License	$270.00
Standard Server | Analytics Client Maintenance - 1 year	$13.50
Standard Server | Analytics Client Maintenance - 2 years	$3.38
Standard Server | Analytics Client Maintenance - 3 years	$2.97
Standard Server | Network Access Control (NAC) Bundle	$2.70
Standard Server | NAC Bundle Maintenance - 1 year	$1,350.00
Standard Server | NAC Bundle Maintenance - 2 years	$337.50
Standard Server | NAC Bundle Maintenance - 3 years	$297.00
Standard Server | Network Access Control (NAC) Client License	$270.00
Standard Server | NAC Client Maintenance - 1 year	$13.50
Standard Server | NAC Client Maintenance - 2 years	$3.38
Standard Server | NAC Client Maintenance - 3 years	$2.97
Enterprise 1000 user licenses bundle	
Mobility XE 9.0 Enterprise Server Edition Bundle-	$135,000.00
Enterprise Server Edition Bundle Maintenance - 1 year	$33,750.00
Enterprise Server Edition Bundle Maintenance - 2 years	$29,700.00
Enterprise Server Edition Bundle Maintenance - 3 years	$27,000.00
Enterprise Server Edition Client License	$90.00
Enterprise Server Edition Client Maintenance - 1 year	$22.50
Enterprise Server Edition Client Maintenance - 2 years	$19.80
Enterprise Server Edition Client Maintenance - 3 years	$18.00
Enterprise Server | Network Access Control (NAC) Bundle	$9,000.00
Enterprise Server | NAC Bundle Maintenance - 1 year	$2,250.00
Enterprise Server | NAC Bundle Maintenance - 2 years	$1,980.00
Enterprise Server | NAC Bundle Maintenance - 3 years	$1,800.00
Enterprise Server | Network Access Control (NAC) Client License	$9.00
Enterprise Server | NAC Client Maintenance - 1 year	$2.25
Enterprise Server | NAC Client Maintenance - 2 years	$1.98
ENTERPRISE SERVER | NAC CLIENT MAINTENANCE - 3 YEARS	$1.80

General Terms and Conditions

Premier Services see Terms and Conditions

4.5 FLEET COMPLETE FROM AT&T

Fleet Complete from AT&T is a comprehensive Fleet Management suite of applications that enables a subscribing Agency to track assets, vehicles and workers in real time while gathering information from the field and improving operating efficiencies. Fleet Complete from AT&T offers three applications that can be implemented individually or combined for a more comprehensive management solution. These applications are: Fleet Complete Asset Tracker; Fleet Complete Fleet Tracker; and Fleet Complete Track and Dispatch.

4.5.1 Fleet Complete Asset Tracker from AT&T

Asset Tracker provides real-time monitoring and location status of a subscribing Agency's high-value mobile assets. Asset Tracker utilizes a fully self-contained GPRS modem with integrated GPS, cellular and PCS antennas, motion detector, optional accelerometer and internal battery. With a powerful 32-bit microprocessor and unique power management algorithm, the Asset Tracker tag device consumes less than 20 uA in sleep mode while remaining capable of periodic reporting of health, status and location of remote assets.

The 10,000 mAh battery can supply power for up to 5 years before it needs to be replaced; with a rugged construction based on the IEC 68-2-27 environmental standard, the Asset Tracker tag device and service is a solution for outdoor applications such as trailer and container tracking. The Fleet Complete Asset Tracker tag device is designed to provide reliable GPS tracking even under conditions that have caused other asset tags to perform poorly.

4.5.2 Fleet Complete Fleet Tracker from AT&T

Fleet Tracker enables a subscribing Agency to monitor its fleet in real-time, receive vehicle alerts, and run reports on past activity.

Potential Benefits of implementing Fleet Tracker Management:

- Reduce operating costs by streamlining fleet utilization.
- Improve fleet visibility with real-time location information.
- Create geo-fences around client or depot locations and track when vehicles enter or exit.
- Monitor unauthorized use of vehicles and out-of-route activities with automated alerts.
- Create flexible reports that record Stop, Speeding, Mileage, and Maintenance information.
- Automate driver logs, manifests and reduce paper flow.
- Integrates with Garmin Personal Navigation Devices, enabling GPS navigation and turn-by-turn directions.

With Fleet Complete Fleet Tracker, a subscribing Agency's Telecom Manager can monitor the Agency's fleet for speeding and excessive idling. Fleet Tracker Hardware features Built-in Alerts such as:

- Speeding,
- Idling,
- Harsh Braking,
- Rapid Acceleration,
- Panic / Emergency button,
- Ignition On / Off,
- Engine Time,
- Idle Time,
- PTO Monitoring

4.5.3 Fleet Complete Track and Dispatch from AT&T

Fleet Track & Dispatch from AT&T is a mobile phone-based tracking and dispatch workflow solution that enables barcode scanning on packages, signature capture and job status updates.

Available Features and Benefits:

- Reduce operating costs by streamlining fleet utilization.
- Create geo-fences around client or depot locations enabling the tracking of vehicles when entering or exiting.
- Improve dispatching efficiency and coordinate customer calls with the nearest available resource.

- Verify package pick-up and delivery with barcode scanning and signature capture. (This feature requires a compatible device.)
- Enables resources to use their handheld device to accept and update the status of tasks, access job details and complete electronic clock in/out timesheets.
- Monitor job status, mobile resource tracking, workflow and job detail information, in real-time and historically.
- Create workflow criteria to manage different jobs based on the Agency's policies.
- View and analyze completed job processes from start to end.
- Customizable wireless work-order forms to easily and precisely accommodate the Agency's mission.

Pricing

SIN 517312 – FLEET COMPLETE FROM AT&T	
Description	**GSA Catalog Price**
Fleet Complete-Track & Dispatch software solution, monthly	$23.93
Fleet Complete-Fleet Tracker software solution, monthly	$19.14
Fleet Complete-Fleet Tracker Software and MGS 100 Bundle, monthly	$35.41
Fleet Complete-Fleet Tracker Software and MGS-500 Bundle, monthly	$43.07
Fleet Complete-Fleet Tracker Device MGS-100, one time charge	$148.35
Fleet Complete-Fleet Tracker Data Plan, 2MB, monthly	$5.74
Fleet Complete-Asset Tracker software solution, monthly	$9.57
Fleet Complete-Asset Tracker Device, rechargeable Pointer AT-1000, one time charge	$142.61
FLEET COMPLETE-ASSET TRACKER DATA PLAN, MONTHLY	$3.35

**If purchased for the Fleet Complete hardware, a minimum 10MB data plan per month is required. An Agency may want a 200MB DataConnect Plan to use VOIP based PTT.*

Note: *These Fleet Complete Mobile Management products are compliant to Section 508 requirements with some exceptions. The Tracking and Dispatch management console applications may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of the Fleet Complete management products before purchasing these products for Agency use.*

General Terms and Conditions
Premier Services see Terms and Conditions
Fleet Complete see Terms and Conditions

4.6 Wireless Vehicle Location And Tracking Service Devices

4.6.1 Reserved

4.6.2 Mobile Resource Management (MRM) Bundles

AT&T's Mobile Resource Management bundles are available to support mobile tracking and location services. The MRM bundle contains the essential equipment, accessories and equipment configuration services needed for a successful installation of the included location device. Certain installation service costs are not included in these bundles and are charged separately.

Pricing

SIN 517312 – WEBTECH WIRELESS QUADRANT BUNDLES	
DESCRIPTION	**GSA Catalog Price**
KIT-TTU-770-CAT0A - BUNDLE: INCLUDES ASSET TRACKER. RECHARGEABLE BATTERY. SETUP AND KITTING.	$317.70
KIT-LMU-1220 - BUNDLE: INCLUDES TRAILER TRACKING UNIT, BUILT-IN WIRING HARNESS, IP 66 ENCLOSURE, 8 I/O, 6 MO BATTERY LIFE. SETUP AND KITTING.	$329.10
KIT-LMU-700-CAT1 BUNDLE: INCLUDES IN VEHICLE DEVICE - LMU-700, SETUP AND KITTING.	$182.80

KIT-LMU-3000-CAT2 BUNDLE: INCLUDES IN VEHICLE DEVICE - LMU-3000 FOR LIGHTER DUTY VEHICLES USING OBD-II. INCLUDES WIRING HARNESS AND OBD-II CONNECTOR. PLUG AND PLAY. HEAVIER DUTY VEHICLE HARDWARE, E.G., JBUS/CANBUS IS AVAILABLE AND DESCRIBED IN THE SCHEDULE WITHIN THE PROPOSAL. SETUP AND KITTING.	$288.25
KIT-LMU-2620 BUNDLE. INCLUDES IN-VEHICLE DEVICE, IBUTTON / DRIVER ID (1 BIT PROTOCOL), WIRING HARNESSES AND ACCESSORIES, SETUP AND KITTING.	$319.69
KIT-LMU-2620-CAT3B BUNDLE: INCLUDES IN VEHICLE DEVICE. REQUIRES 5C848-8 - POWER HARNESS, 20-PIN, 3-WIRE WITH FUSE, 8 FT. 5C250 - CONNECTORIZED HARNESS, LMU-2600, FUSE, 6' 4". 4C763 - IBUTTON READER AND CABLE ASSY, 4 FT (USE WITH 5C250). WIRING HARNESS WILL CHANGE BASED UPON VEHICLE MONITORING OPTIONS SELECTED. 133917 - VPOD THAT PLUGS INTO SERIAL PORT FOR OBDII DIAGNOSTICS. SETUP AND KITTING	$404.76
KIT-LMU-2620-CAT5 BUNDLE: IN VEHICLE DEVICE - INCLUDES LMU 2620, INSTANT DRIVER FEEDBACK IN CAB DEVICE, HARNESS, SETUP AND KITTING.	$324.64
KIT-LMU-5000-CAT-TN BUNDLE: VT5000 VEHICLE TRACKER DEVICE, ONE EACH. POWER HARNESS, LMU-4200/5000, 4-PIN, 4-WIRE, WITH FUSE, 8 FT. I/O HARNESS, LMU-4200/5000, 22-PIN, 20-WIRE NON-FUSED, 6 IN. SETUP AND KITTING.	$474.57
KIT-TTU-5000-CAT-TN BUNDLE: VT5000 VEHICLE TRACKER DEVICE, ONE EACH. POWER HARNESS, LMU-4200/5000, 4-PIN, 4-WIRE, WITH FUSE, 8 FT. I/O HARNESS, LMU-4200/5000, 22-PIN, 20-WIRE NON-FUSED, 6 IN. SETUP AND KITTING.	$474.57

4.6.3 Mobile Resource Management (MRM) Installation Services

AT&T's Mobile Resource Management Installation Services are available to support mobile tracking and location services. The MRM Installation Services provide the essential resources needed for a successful installation of the mobile tracking location equipment.

SIN 517312 – CONFIGURATION AND SUPPORT SERVICES	
Description	GSA Catalog Price
Installation Service - GPS Asset Tracking	$150.10
Installation Service - GPS Vehicle Tracking	$150.10
Installation Service - Vehicle Monitoring with Vehicle Diagnostics	$178.13
Installation Service - Vehicle Monitoring with Driver Identification & GPS Vehicle Tracking (Category 1)	$178.13
Installation Service - Vehicle Monitoring with Driver Identification & Vehicle Diagnostics (Category 2)	$178.13
Installation Service - In Vehicle Video Recording	$213.75
Installation Service - Instant Driver Feedback	$242.25
INSTALLATION SERVICE - ALL INCLUSIVE VEHICLE MONITORING	$299.25

MRM Services: Upon completion of MRM Services, the Agency must either sign the acceptance document AT&T presents or provide it within five business days of the service completion date with a notice in writing to AT&T identifying any non-conforming MRM Services. If the Agency fails to provide such notice, the Agency is deemed to have accepted the MRM Services. The Agency acknowledges that AT&T and the Agency are independent contractors. These MRM services are provided by AT&T remotely. The Agency will in a timely manner allow AT&T remote access as reasonably required for the MRM Services to equipment that the Agency controls. If the Agency requires these services to be performed on-site, additional costs for travel and associated expenses as well as additional terms and conditions may apply. The MRM Services provided shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. The mandatory software installation and configuration is estimated to take two days.

4.7 MOBILEIRON FROM AT&T

4.7.1 MobileIron Virtual Smartphone Platform from AT&T

MobileIron Virtual Smartphone Platform (VSP) from AT&T provides multi-platform visibility for industry-leading smartphones operating on iOS, BlackBerry, Windows Phone, Android, and Symbian. The VSP enables a subscribing Agency's IT team to know what's on a smartphone and how it's being used. The VSP is packaged as a downloadable software client and an easy-to-install server that can be up and running quickly in the Agency's network.

Advanced Management – The VSP helps a subscribing Agency's IT team to quickly establish and maintain smartphone operations control with advanced management of all major smartphone operating systems from a secure web based management console.

MyPhone@Work – A subscribing Agency's end-users can manage their smartphones through the VSP's self-governance and productivity portal, called MyPhone@Work, which offers services like usage visibility and an Enterprise Application Store on the end user's device.

MobileIron Sentry software provides access control for corporate email. MobileIron's smartphone data virtualization technology creates a central view of smartphone content, activity, and applications in the data center to give your IT team real-time intelligence and control across the enterprise.

Enterprise Functionality, Purpose-Built

To help enterprise IT and end-users, the VSP offers key Mobile Device Management (MDM) functionality including:

- Context – match activity to location, time, and operator network quality
- Activity – analyze patterns of user behavior to reduce cost and optimize services
- Content – enforce security policies to protect corporate data
- Application – provision, configure, and troubleshoot applications with minimal user interruption
- Device – track settings and status for basic inventory, configuration, policy, and security functions

Features

- Multi-Operating Systems Device Management –iOS, BlackBerry, Windows Phone, Android, and Symbian
- Over-the-air administration & deployment capability
- Access Control (Sentry)
- Advanced Security
- Lost Phone Recovery
- Enterprise Application Store
- Enterprise Integration – on premise email & corporate directory
- Visibility and Reporting
- Event Center – administrators can view applications on end user's devices for compliance, usage, etc.
- End user Self-Service

Pricing

SIN 517312 – MOBILEIRON VSP FROM AT&T	
Description	**GSA Catalog Price**
MOBILEIRON VSP from AT&T MDM monthly, per license, per device	$3.80
MOBILEIRON VSP from AT&T MDM Perpetual License – one time charge, per license, per device	$71.25
MOBILEIRON VSP from AT&T MDM Perpetual License Maintenance annually, per license, per device	$14.25
MOBILEIRON VSP FROM AT&T HARDWARE APPLIANCE (SERVER) – ONE TIME CHARGE	$4,750.00

Solution Components; Fees: Perpetual (one-time payment) or subscription (month to month) pricing is available. A minimum initial purchase of 50 MobileIron VSP from AT&T licenses is required. Hardware appliances (servers) are optional.

Note: MobileIron VSP from AT&T is compliant to Section 508 requirements with some exceptions. The management console applications may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of MobileIron VSP from AT&T before purchasing these products for Agency use.

The target date to make MobileIron VSP from AT&T fully compliant to the 508 requirements is May 2013.

General Terms and Conditions

Premier Services see Terms and Conditions

MobilIron see Terms and Conditions

4.7.2 MobileIron Connected Cloud from AT&T

MobileIron Connected Cloud from AT&T delivers proactively managed and highly secure mobile endpoints for a subscribing Agency's mobile device applications.

Highly secure multiplatform control of Agencies' smart devices

Connected Cloud is among the industry's first cloud-based multi-OS mobile device management (MDM) solutions to provide data-driven smartphone management from a hosted platform. It provides visibility and control for mobile devices operating on iOS and Android. MobileIron Connected Cloud from AT&T provides the subscribing Agency's IT team real-time insight into how applications and data are used by their end users. It also offers automated remediation against policy violations to protect Agency resources, and delivers proactive visibility to IT and end users to better secure data without compromising privacy, even on employee-owned phones. Connected Cloud is a downloadable software client offering a hosted platform for mobile device management, an application service desk providing end to end help desk to help desk support, and a variety of support services including consultation, installation and training.

Tight integration with Agency resources

Because mobile devices require connections to Agency resources and data, MobileIron created an efficient and secure mobile strategy to help connect mobile devices with these resources while enforcing Agency security policies. MobileIron Connected Cloud from AT&T can be integrated with on-premises subscribing Agency systems including Microsoft Exchange, Active Directory and the Agencies' PKI to deliver a cloud-based MDM solution.

Functional, purpose-built

To help Federal IT departments and end-users, Connected Cloud offers powerful MDM functionality including:

Control: track device compliance and control access to critical resources based on Agency policies such as password and encryption requirements, jailbroken detection and application white-listing and blacklisting.

Applications: make recommended and Agency-provided applications available to mobile device users for download.

Settings: push subscribing Agencies' Wi-Fi, Exchange, POP3, VPN, web clips and iOS restrictions to devices.

Device management: monitor device hardware and software settings, policies and compliance, application inventory, and overall security profile.

Integration: benefit from the efficiency and speed of the cloud without sacrificing integration with key Agency resources for identity and access control.

Potential Benefits

- Increase efficiency through IT management of devices and data
- Improve flexibility to support multiple devices and operating systems
- Contain costs by lessening device chaos and allowing employee-owned devices
- Gain visibility into users and access
- Experience greater control, compliance monitoring and protection of sensitive government data, assets and systems

Features

- Multi-OS device management
- Access control (Sentry)

- Advanced security
- Lost phone recovery
- Government agency App Store
- Administration
- Government agency Integration
- Exception and abuse control

Pricing

SIN 517312 – MOBILEIRON CONNECTED CLOUD FROM AT&T	
Description	**GSA Catalog Price**
MOBILEIRON Connected Cloud per License per Month	$3.80
ON-BOARDING & HELP DESK SETUP ONE TIME FEE	$2850.00

Solution Components; Fees: Perpetual (one time payment) or subscription (month to month) pricing is available. A minimum initial purchase of 50 MobileIron Connected Cloud from AT&T licenses is required. Hardware appliances (servers) are optional.

Note: *MobileIron Connected Cloud from AT&T is compliant to Section 508 requirements with some exceptions. The management console applications may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of the MobileIron products before purchasing these products for Agency use.*

MobileIron is targeting to make these MobileIron products fully compliant to the 508 requirements in May 2013.

General Terms and Conditions

Premier Services see Terms and Conditions

MOBILEIRON Complete Cloud see Terms and Conditions

4.7.3 MobileIron from AT&T Additional Features

Docs@Work from AT&T

Docs@Work is an end-to-end security solution for both ActiveSync email attachments and SharePoint content. Docs@Work provides secure transport, local storage, viewing, and data wiping. MobileIron Docs@Work also creates a secure content hub on the iPhone or iPad for the end user to access and manage corporate documents utilizing policies, users, roles, groups, and permissions already set in MobileIron.

Web@Work from AT&T

Web@Work Enterprise Mobile Browser enables immediate, secure access to internal websites and web applications, while preserving a native and high-fidelity web browsing experience. Web@Work enables secure web browsing by protecting both data-in-motion and data-at-rest on the device.

AppConnect from AT&T

MobileIron AppConnect containerizes applications to protect application data-at-rest without touching personal data. Each application becomes a secure container whose data is encrypted, protected from unauthorized access, and removable. Because each user has multiple business applications, each application container is also connected to other secure application containers. This allows the sharing of policies like application single sign-on and the sharing of data like documents. All application containers are connected to MobileIron for policy management.

AppTunnel From AT&T

AppTunnel provides secure tunneling and access control to protect application data-in-motion without requiring a VPN. While the MobileIron platform also supports third-party VPNs, many customers do not want to open up VPN access to every application on a device. As an alternative, AppTunnel provides granular, application-by-application session security when connecting each application container to the corporate network.

Atlas (from AT&T) (no-charge option)

Atlas is a proactive advanced management console that provides highly scalable monitoring, troubleshooting, and management for administrators, users, applications, and devices across the Mobile IT lifecycle. Atlas collects information

on device and application metrics and status, identifies issues, and provides actionable insights that enable an administrator and/or their delegates to assess critical information and apply corrective steps.

Pricing

SIN 517312 – MOBILEIRON ADD-ON FEATURES FROM AT&T	
DESCRIPTION	**GSA Catalog Price**
DOCS @WORK SUBSCRIPTION, MONTHLY PER LICENSE	$1.24
DOCS @WORK PERPETUAL, ONE TIME CHARGE	$28.50
DOCS @WORK PERPETUAL ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$5.70
DOCS @WORK PERPETUAL ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$ 6.65
DOCS @WORK BUNDLE SUBSCRIPTION, MONTHLY PER LICENSE	$3.80
DOCS @WORK BUNDLE PERPETUAL, ONE TIME CHARGE	$71.25
DOCS @WORK PERPETUAL BUNDLE ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$14.25
DOCS @WORK PERPETUAL BUNDLE ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$16.39
WEB @WORK SUBSCRIPTION, MONTHLY PER LICENSE	$1.24
WEB @WORK PERPETUAL, ONE TIME CHARGE	$28.50
WEB @WORK PERPETUAL ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$5.70
WEB @WORK PERPETUAL ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$ 6.65
WEB @WORK BUNDLE SUBSCRIPTION, MONTHLY PER LICENSE	$3.80
WEB @WORK BUNDLE PERPETUAL, ONE TIME CHARGE	$71.25
WEB @WORK PERPETUAL BUNDLE ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$14.25
WEB @WORK PERPETUAL BUNDLE ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$16.39
APPCONNECT SUBSCRIPTION, MONTHLY PER LICENSE	$1.24
APPCONNECT PERPETUAL, ONE TIME CHARGE	$28.50
APPCONNECT PERPETUAL ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$5.70
APPCONNECT PERPETUAL ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$ 6.65
APPTUNNEL SUBSCRIPTION, MONTHLY PER LICENSE	$0.62
APPTUNNEL PERPETUAL, ONE TIME CHARGE	$14.25
APPTUNNEL PERPETUAL ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$2.85
APPTUNNEL PERPETUAL ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$3.28
APP BUNDLE SUBSCRIPTION, MONTHLY PER LICENSE	$3.80
APP BUNDLE PERPETUAL, ONE TIME CHARGE	$71.25
APP BUNDLE PERPETUAL ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$14.25
APP BUNDLE PERPETUAL ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$16.39
PREMIUM BUNDLE SUBSCRIPTION	$4.75
PREMIUM BUNDLE PERPETUAL, ONE TIME CHARGE	$94.05
PREMIUM BUNDLE ADD ON BASIC MAINTENANCE, ONE TIME CHARGE	$19.00
PREMIUM BUNDLE ADD ON PREMIUM MAINTENANCE, ONE TIME CHARGE	$21.85

Docs @Work is currently configured for iOS and Android only.

App Bundle includes AppConnect, AppTunnel, & MobileIron License.

Premium Bundle includes Web @Work, Docs @Work, App Connect, App Tunnel and MobileIron Advanced Management license

Additional Sentry (hardware) is required for Docs @Work with SharePoint Integration, Web @Work, & AppConnect with AppTunnel. AppConnect Standalone does not require additional Sentry. Additional Installation charges for Sentry Server may apply with these features.

4.8 PRONTOFORMS FROM AT&T

ProntoForms from AT&T helps to eliminate costly, slow, and error-prone paper forms processes. ProntoForms improves the accuracy and speed of reporting data from the field and improves business tracking and reporting at the head office. Inspections, checklists, field services, work orders, sales orders, invoices, and direct store distribution are just a few examples of the kind of forms and functions with which Pronto Forms can assist a subscribing Agency.

Customized Mobile Forms

Teams in the field quickly and easily access and enter data using their mobile devices featuring:

- Agency forms on deployed mobile devices
- Capturing: text, photos, signatures, barcodes
- Geo stamp location of form submissions
- Look-up tables to retrieve the latest customer information, inventory, schedules, parts numbers, or pricing
- Skip logic, provides smart navigation based on answers through forms
- Calculations built into form to save time in the field
- Easy to install and set-up on an Agency's deployed mobile device
- Functions online or offline

Management and Reporting Web Portal

Create and manage forms, dispatch jobs and monitor teams in the field with features, benefits and functions such as:

- Better organize and monitor team activities
- Dispatch work orders to the team in the field (either individually or in group dispatches) via the ProntoForms Web Portal Interface and eliminate wasteful trips to the office
- Pre-populate forms. No repeat data entry
- Manage, organize and create Agency specific forms
- Dashboard real-time reporting and notification options
- Share specific forms with specific field employees and teams
- Geo-location with form submission
- No server or hardware requirements

Export and Connect–To-Cloud Services

Easily generate reports, connect to cloud services, and integrate with the Agency's back office system, featuring the following capabilities:

- Automated uploads by FTP or HTTP (PUT and POST)
- Sharepoint back-office connectivity
- Cloud services connectivity: Google Docs, Evernote, SkyDrive, Dropbox and Box.net
- Export to PDF, CSV, DOCX, XML
- Form submission notifications via Email, Facebook and Twitter
- REST API Interface to the Agency's office system
- Professional Services available for customized connection and integration

Pricing

SIN 517312 – PRONTO FORMS FROM AT&T	
Description	**GSA Catalog Price**
Pronto Forms from AT&T (AT&T Mobility Subscriber) - per device, monthly	$18.99
Pronto Forms from AT&T (Non-AT&T Subscriber) - per license, monthly	$20.89
Batch Plan for 500 Form Submissions per month	$950.00
Batch Plan for 1,000 Form Submissions per month	$1,425.00
Batch Plan for 2,000 Form Submissions per month	$2,850.00
Batch Plan for 5,000 Form Submissions per month	$4,512.50
Batch Plan for 10,000 Form Submissions per month	$7,600.00

Batch Plan for 15,000 Form Submissions per month	$9,975.00
Batch Plan for 30,000 Form Submissions per month	$18,525.00
Batch Plan for 50,000 Form Submissions per month	$26,125.00
Batch Plan for 75,000 Form Submissions per month	$33,250.00
Batch Plan for 100,000 Form Submissions per month	$38,000.00
Batch Plan for 150,000 Form Submissions per month	$42,750.00
Batch Plan Overage for 200 Form Submissions per month	$332.50
Batch Plan Overage for 500 Form Submissions per month	$712.50

Notes on Batch Plans:

- Batches are established prior to each month by the subscribing Agency through a web portal or via a ProntoForms account manager
- Unlimited users may be set up to draw from a batch
- Batches will automatically be replenished each successive month and easy access allows customer to increase or decrease the size of the batch
- A subscribing Agency may view status of transaction volume against batch capacity via web or through pre-established e-mail alerts
- A subscribing Agency's initial month will be prorated for fee and batch size.
- Any unused form submissions will carry forward into bank for future use subject to overage batch.
- Should the batch plan be depleted within a billing month, the Batch Plan Overage for 200 Form Submissions will be charged.
- Additional batches may be purchased prior to depletion of purchased monthly batch amount.
- All banked form submissions must be used within customer 12 month cycle beginning on the first day of the calendar month following initial sign-up. Banked form submissions may be carried forward as long as the customer remains at the initial batch volume or higher during the customer cycle. Upon cancellation, the account is closed and banked form submissions are emptied.

General Terms and Conditions
Premier Services see Terms and Conditions
AT&T Mobile Application Management see Terms and Conditions

4.8.1 VMware Workspace ONE ("Workspace ONE" or "Solution")

VMware Workspace ONE ("Workspace ONE" or "Solution") is an enterprise platform that enables Customers to and manage apps on smartphones, tablets or laptops. By integrating app access management, unified endpoint management, and real-time application delivery, Workspace ONE is readily engaged by users, helps reduce the threat of data loss, and modernizes traditional IT operations.

The Workspace ONE editions allow organizations to license the technology based on user and endpoint requirements.

The Solution is offered via two editions -- Standard and Advanced -- that are offered in progressive layers to meet a Customer's specific needs for features and functionality. Recurring charge subscriptions to all cloud editions include a license plus the Application Service Desk ("ASD") Support Plan described below. For perpetual licenses for Cloud editions, an Application Service Desk Support Plan is required and must be purchased separately.

5.9.1.1 Workspace ONE Standard

The Workspace ONE Standard Edition includes the following:

5.9.1.1.1 Mobile Device Management ("MDM")

Mobile Device Management enables broad scale deployment of mobile devices with quick enrollment and easy configuration. Updates are provided over-the-air, and IT administrators can enforce policies, set restrictions, and help to secure devices while in use and if stolen. This Solution supports Android, iOS, Apple Mac OS, Google Chrome, and Windows operating systems from a single console. Customers can manage many functions from a single administrative portal using the same user name and password.

MDM can be deployed to manage both Customer-owned, individually-owned, and shared devices. It enables IT administrators to: gain near real-time visibility into the mobile devices in their environments; administer consistent policies across devices; enforce enterprise security and compliance standards; implement highly secure enterprise Data Loss Prevention (DLP) programs; automate processes and issue trouble resolutions; and analyze and report critical device information.

5.9.1.1.2 Mobile Application Management ("MAM")

Mobile Application Management offers a comprehensive set of services and tools that can be used to provide highly secure delivery, management, and tracking of mobile applications deployed on end users' devices. MAM supports the management of internal, public, and purchased applications from one central console (the "Console").

5.9.1.1.3 Container ("Container")

Container separates corporate and personal data on iOS or Android smartphone devices, helping to ensure that Customer resources are highly secure and employee privacy is maintained. Container creates a virtual container on devices where both VMware and internally developed applications may be viewed inside and outside the Container view but are protected through use of a shared container passcode. Access to the Customer's applications is granted to end users as apps in the container and can be managed by an administrator at the application level rather than the device level.

5.9.1.1.4 App Catalog

App Catalog enables Customers to manage and distribute enterprise applications via the Console. Customers' end users can locate and access applications within the App Catalog based on policy settings established within the Console, which can distribute, update, track and recommend applications in the App Catalog to end users.

5.9.1.1.5 VMware Identity Manager

VMware Identity Manager provides identity management that delivers one-touch access to nearly any app from subscribed devices that is optimized by the conditioned access provided by the Solution. Users have access to a self-service app store, and IT managers have a central place from which to manage user provisioning and access policies that support directory integration, identity federation and user analytics. Features include: (i) Enterprise Single Sign-On ("SSO"), which can be integrated with existing on-premises identity providers to aggregate SaaS ("Software-as-a-Service") and native mobile and Windows 10 apps into a single catalog; (ii) a Self-Service App Store that supports a Customer branded self-service app store, which enables users to subscribe to applications across devices with automated or manual provisioning; and (iii) Identity Management with Adaptive Access, which establishes trust between users, devices and the hybrid cloud, providing conditional access controls.

5.9.1.1.6 Software Development Kit ("SDK")

SDK allows functionality to be applied to Customer developed iOS and Android applications, as well as other VMware applications. Customers can choose to apply profile settings and policies at an Organization Group ("OG") level. These options can be shared across applications located in the OG. Customers can also customize SDK profiles for SDK, App Wrapping, and other VMware applications.

Note: SDK technical support is available directly from VMware and Customers must also agree to the terms and conditions of a separate VMware Software Development Kit License Agreement to use SDK. A copy of the VMware Software Development Kit License Agreement is found at:

https://www.vmware.com/download/eula/horizon_vse_sdk_eula.htmlf

5.9.1.2 Workspace ONE Advanced

The Workspace ONE Advanced includes the Workspace ONE Standard edition plus App Wrapping, Boxer, Browser, Content Locker, and Telecom Management Tools.

5.9.1.2.1 Application Wrapping ("App Wrapping")

App Wrapping allows a Customer to incorporate additional functionality into its developed applications that may reduce or eliminate the need for development or code changes. The process of wrapping an application is initiated directly from the Console. Once an application is wrapped, the Customer can perform a number of administrative actions on the application, including actions to increase security. App Wrapping functionalities include the ability to detect and prevent access to compromised devices; prevent data-loss by disabling the copy and paste, Bluetooth and camera functions (on Android and iOS devices); control devices' ability to access networks based on network type or by service set identifiers ("SSIDs"); control offline access to applications; and redirect traffic using App Tunneling with the Mobile Access Gateway ("MAG") (which requires purchase of MAG Installation Professional Service).

5.9.1.2.2 VMWare Boxer ("Boxer")

Boxer is a fully containerized email management solution for iOS and Android devices. Boxer enables administrators to remotely configure and manage enterprise email accounts while keeping end users' personal and enterprise data separated. It supports Exchange ActiveSync and can be used to encrypt email messages and attachments. Boxer functionalities include the ability to: set a passcode required to access applications; restrict personal accounts from being added to the application; configure usage restrictions such as disabling copy/paste; restrict hyperlinks to only open in Browser; and provide attachment encryption using Secure Email Gateway (SEG). Android and iOS device requirements for Boxer may be obtained from an AT&T representative.

5.9.1.2.3 VMWare Browser ("Browser")

Browser is a highly secure Internet browsing alternative to native Internet browsers and provides Customers the ability to configure and enforce browsing policies for Internet and Intranet sites without requiring a device-level VPN. Browsing is enabled by utilizing either the Restricted or Kiosk mode. The Restricted Mode limits the device browser's functionality and its ability to access specified web content. It can also apply a blacklist or a whitelist to specific domains, and it supports wildcard entries, which allow Customers to whitelist or blacklist a comprehensive range of URLs. The Kiosk Mode restricts the device browser to a specific home page and disables the navigation bar, which limits navigation to links that appear on the home page.

5.9.1.2.4 VMWare Content Locker ("Content Locker")

Content Locker provides highly secure document distribution and mobile access to Customer documents using mobile applications on users' devices. Content Locker helps protect sensitive content in the highly secure container and provides users a central application they can use to access Customer documents from their mobile devices. Content Locker includes the ability to manage personal files and folders, as well as features such as editing, annotation and commenting capabilities on shared files. The VMware Content Locker Sync™ desktop functionality provides users with two-way synchronization of content between desktops and devices. VMware Content Locker for PCs provides users with highly secure access to corporate content on their personal computers. The web-based self-service portal allows users to add, manage and share personal content. Access to mobile applications is available for use on iOS, Android and Windows devices.

5.9.1.2.5 VMWare Telecom Management Tools ("Telecom")

Telecom includes all the capabilities available in MDM plus advanced capabilities to define users' usage plans, set usage thresholds and enforce compliance policies. Telecom can create telecom usage plans, either per device or by group, and define usage thresholds for voice, SMS and data usage based on plan limits. Compliance policies can be configured around usage thresholds to help prevent users from going over plan limits for voice, SMS and data usage by automatically triggering alerts or removing profiles at specified thresholds.

Hosting of the VMware software is provided by VMware on servers provided by VMware or its hosting suppliers ("Hosting Services"). A description of VMware Hosting Services and responsibilities and liabilities for those services is set forth in the TOS.

5.9.1.3 Professional Services

Professional Services are performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. AT&T has attempted to accurately estimate the time required to successfully complete the project. Customer acknowledges and agrees that if impediments, complications, or Customer requested changes in scope arise (the "Changes"), these factors are out of the control of AT&T, and the schedule, services and fees could be impacted. In the event any Change(s) affect the schedule, services and fees, the parties will modify the Customer's Service Agreement accordingly by executing a Change Order form.

All Professional Service meetings are conducted remotely, unless otherwise agreed by the parties. Details regarding each Professional Services meeting can be obtained from an AT&T representative. Each such meeting is subject to a cancellation fee of up to $500.00 if Customer cancels less than 24 hours before the scheduled meeting.

5.9.1.3.1 Premium Installation and Training for use of MDM Software (Required for the Installation of VMware Identity Manager, VMware Enterprise Mobility Software, VMware Cloud Connecter and a Secure Email Gateway or PowerShell integration)

AT&T will provide premium installation and training implementation services connected with the purchase of associated VMware software licenses. The installation and training services will include installation of components located on the Customer's premise, including the Console, an optional VMware Cloud Connector and either a Secure Email Gateway or PowerShell integration for email management. These services include a total of four meetings.

5.9.1.3.4 Premium Plus Installation and Training for Use of MDM Software (Required for the Installation of VMware Enterprise Mobility Software and a Secure Email Gateway and a Mobile Access Gateway)

AT&T will provide installation and training services connected with the purchase of the associated VMware software licenses. The installation and training services will include installation of components located on the Customer's premises, including the Console, an optional VMware Cloud Connector, either a Secure Email Gateway or PowerShell integration for email management, a Mobile Access Gateway for Content Management or secure Browsing, as well as installation, configuration, and training services for VMware Identity Manager. These services consist of a total of four meetings.

5.9.1.3.5 VMWare Content Locker - Advanced Installation and Training (Add-On Service to Premium Plus)

AT&T will provide implementation services connected with the purchase of the associated VMware Software Licenses and applicable Hosting Fees. The deployment will be conducted in a Customer hosted environment with integration provided by an existing Mobile Access Gateway. This project includes two meetings.

5.9.1.3.6 Customer Responsibilities Relating to Enterprise Mobility Management ("EMM") Deployment

This section identifies the Customer actions required to prepare for EMM deployment. A brief telephone call is strongly recommended in advance of the installation start date to review server configuration and reach agreement on which specific features should be implemented.

At a high level, these actions include:

- Both virtual and physical servers are supported and must be built to the specifications provided, including all additional Windows features and roles. The VMware installation files must be downloaded directly from VMware and

must be available on each server to be incorporated in the VMware Mobile Device Management implementation. Customer must provision the physical server.

- Allocating IP addresses and Fully Qualified Domain Names ("FQDNs") for the platform. The IP addresses and FQDNs must be publicly accessible so mobile devices can access these platforms over the Internet.

- Ensuring access to Domain Name System ("DNS") servers.

- If Lightweight Directory Access Protocol ("LDAP") operation is desired, providing credentials for a system account allowing directory lookups.

- Opening required TCP and UDP ports on the firewall and communicating the necessary details during the pre-installation call with AT&T.

- Acquiring and/or preparing required certificates including the certificate for Apple Push Notification Service ("APNS").

- If using virtual machines ("VMs"), configuring VMs that meet the provided specifications and uploading the VMware installation file(s) to the VM data store(s).

- Providing AT&T's technical consultant remote access to the installation environment.

- Access to the fee based Apple Developer Program is required for the creation of the application signing certificate.

5.9.4.3.7 VMWare Secure Email Gateway ("SEG") Implementation and Configuration

AT&T will install, configure, and test the SEG or configure and test the SEG physical appliance to integrate the appliance with an existing VMware appliance.

5.9.4.3.7.1 VMWare Mobile Access Gateway (MAG) Implementation and Configuration (Optional)

AT&T will remotely configure and integrate one MAG into the VMware environment. Setup will include integration to one or all of the following: (i) internal document repositories and content using the secure Content Locker (SCL); (ii) internal websites using the secure Brower; and (iii) internal web applications with access to internal resources.

5.9.4.3.7.2 VMWare Cloud Connector (VCC) Implementation and Configuration

AT&T will remotely configure and integrate one VCC on the Customer's premise. Setup will include integration to one Active Directory server. Customer is responsible for provisioning a server on its premises in accordance with the configuration checklist to be provided.

5.9.4.3.8 Telecom Professional Services

AT&T will provide implementation services connected with the purchase of Telecom. The deployment will be conducted in an existing VMware hosted environment. This project consists of one meeting conducted.

5.9.4.3.9 Operations Training (Optional)

AT&T will conduct knowledge share and training for Customer's technical staff on the Solution. The engagement is up to five hours in duration. The training is delivered remotely via web conference and includes Customer hands-on configuration of these four features: (i) Boxer container setup: (ii) App Wrapping of one Customer developed application; (iii) secure Browsing; and (iv) Content Locker files on the VMware cloud Platform, as applicable. Presentation Topics that can be selected by the Customer include: User Management; Device Registration and Retirement: Policy Management and Security; Device Configuration Management; and Reports and Logs. AT&T will coordinate the web conference and a pre-call will be set-up with the Customer by AT&T to review the session agenda and logistics. All server software installation must have been completed prior to this training. Software upgrades are not offered with this service.

5.9.4.3.10 Managed Service Health Check (Optional)

AT&T will inspect and review the current state of the VMware EMM platform and validate that the server, software implementation and configuration are consistent with the managed solution platform vendor and AT&T best practices and recommendations. The Health Check is typically delivered remotely over two days by an AT&T Professional Services Consultant. No travel expenses are required or included in this project. No hardware or software installation will be done on the Customer's premises. Any changes in scope that arise from discovery during the Health Check will be addressed via a separate professional service engagement. Included are the following: a methodological review of the existing VMware implementation; a review of platform configurations through inspection of configuration export (.XML) reports and/or the graphical configuration settings within the Console; a review of configuration policy definitions for error and completeness and a review of Device Status (pending, verified and wiped) and documentation of outstanding devices that should be under management. Policies are not reviewed for security efficacy. The following are also excluded: assessment of the state of the identity (Active Directory), collaboration (Exchange), or public key (certificates/SCEP) infrastructures, and implementation of any remediation recommended by the review.

Managed Health Check and System validation is provided remotely by one AT&T consultant. No hardware or software installation will be done on the Customer's premises.

5.9.4.3.11 Certificate Integration (Optional)

AT&T will implement and configure the integration settings to enable VMware to issue certificates to mobile devices from the Customer's Microsoft Certificate authority using the Customer's VMware-supported Public Key Infrastructure integration interface.

5.9.4.3.12 Policy Reviews for Customization (Optional)

Mobility Policy Reviews are available on a custom basis through AT&T Professional Services.

5.9.4.3.13 Advanced Authentication using Certificates and Kerberos Delegation (Optional)

All Professional Service meetings are conducted remotely, unless otherwise agreed by the parties. Details regarding each Professional Services meeting can be obtained from an AT&T representative. Each such meeting is subject to a cancellation fee of up to $500.00 if Customer cancels less than 24 hours before the scheduled meeting.

5.9.4.3.13.1 Service Scope

AT&T will implement and configure the integration settings to enable the Solution to push certificates to mobile devices from a supported interface to the Customer's Certificate Authority. In completing the Certificate Authority integration AT&T will:

- Create one certificate template representing the Customer's desired type of identity certificate
- Define one device policy profile for Exchange ActiveSync auto-configuration using an MDM-pushed identity certificate
- Define one device policy profile for VPN Customer auto-configuration using an identity certificate
- Define one device policy profile for preferred Wi-Fi network auto-configuration using an identity certificate
- Configure the service accounts in Active Directory (User or Computer object) for Kerberos authentication delegation and create service principal names ("SPNs") if necessary
- Configure the email proxy service to request Kerberos delegated credentials on behalf of device users for mailbox access

AT&T will assist with the testing of each device profile on a single supported device.

Diagnosis and remediation of failed test cases to verify that a certificate of the correct type is issued by the Certificate Authority and installed within the device certificate store. The Customer is responsible for any diagnosis or remediation of authentication or authorization failures within the authentication, authorization and accounting ("AAA") infrastructure.

5.9.4.3.14 Application Service Desk ("ASD") Support Plan

The ASD Support Plan is provided by the AT&T Enterprise Mobility Management Services ("EMMS") ASD organization. The components of the ASD Plan include: 24x7x365 technical support, MACD (moves, adds, changes, disconnects) administration, service optimization, and Annual Health Check (optional). U.S. based ASD support is available Monday through Friday, 7:30 a.m. to 5:30 p.m. Eastern Time zone, excluding U.S. holidays. There may be circumstances during these hours where Application Service Desk support will be provided by personnel located outside the U.S. The On-boarding fee is waived with purchase of service application installation, configuration and training. Annual Managed Service Health Checks may be purchased for an additional charge.

5.9.4.3.15 Remote Administration Service Plan

The AT&T Remote Administration Service Plan is a comprehensive program available at either a Basic or Advanced level that is designed for organizations that have limited internal support resources and mobile expertise. AT&T will hire, train and maintain the staff needed to administer the Customer's EMM platform and provide an EMM consultant to assist the Customer.

In addition to the services included in the ASD 24x7 Support Plan, the Remote Administration Service Plan includes:

- A solution for which AT&T provides comprehensive daily, ongoing configuration and lifecycle administration of the EMM platform that includes user management, policy management, device configuration management and app and content management. In addition, Customer has access to the EMM administration interface for the following: Dashboard View, Verify Device Enrollment or Registration, Passcode Reset/Unlock, Lock Device, Locate/Find, Send Messages, Run/Create Reports, Add/Delete Users, Device Enrollment (Bulk or Individual), and Wipe.
- An assigned EMM consultant who will provide recommendations and ongoing consultation on Customer's EMM design, implementation and administration.
- Support that enables Customer to update security polices and authorized device configurations.
- Annual performance Health Checks for Customer installations with at least 500 devices.

On-boarding fee is waived with purchase of service application installation, configuration and training. Customer is solely responsible for its employees', agents' and subcontractors' use of the EMM administration interface, including, without limitation, the enrollment and retirement of EMM device users.

5.9.4.3.15.1 Remote Administration Basic Service

The Basic level of AT&T Remote Administration Service includes: Device Management; User and Group Management; Policy Management and Compliance; Application and Content Management; Active Directory Integration; Certificate Management; and Support for EMM integration with email. This level is only available to Customers that have purchased VMware Green Management Suite.

5.9.4.3.15.2 Remote Administration Advanced Service

The Advanced level of AT&T Remote Administration Service offers all the features of AT&T Remote Administration Basic Service plus: complex network architecture support and EMM advanced features support.

5.9.4.3.16 Customer On-boarding and Set Up

AT&T will provide end-to-end Project Management of the installation of the Solution, including: coordination of all Kickoff Call, Readiness Call, Help Desk On-boarding Call and weekly status calls; creation and maintenance of Project Schedule;

coordination of AT&T and Customer resources through use of a Project Manager; and coordination of all required documentation, including a Redeployment Checklist; an Installation Questionnaire; a Project Timeline; Project Surveys; Project sign off; and a Help Desk on-boarding packet that contains all contact and escalation details for logging a ticket after installation, as well as Customer's outbound call details.

5.9.4.4 Connection of Solution to Customer's Environment

The connection between the solution and Customer's environment is via the Internet using secure sockets layer ("SSL"). No virtual private network ("VPN") infrastructure is required.

Pricing

SIN 511210 VMWARE WORKSPACE ONE (WORKSPACE ONE" OR "SOLUTION")	
Description	**GSA Catalog Price**
AIRWATCH BY VMWARE GOVERNMENT SERVICES BLUE MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 YEAR FEE / DEVICE	$108.30
AIRWATCH BY VMWARE GOVERNMENT SERVICES GREEN MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 YEAR FEE / DEVICE	$85.50
AIRWATCH BY VMWARE GOVERNMENT SERVICES ORANGE MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 YEAR FEE / DEVICE	$94.05
AIRWATCH BY VMWARE GOVERNMENT SERVICES YELLOW MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 YEAR FEE / DEVICE	$141.55
AIRWATCH BY VMWARE GOVERNMENT SERVICES BLUE MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT - 2 DAY ON- SITE MINIMUM REQUIRED, ONE TIME FEE	$7,790.00
AIRWATCH BY VMWARE GOVERNMENT SERVICES BLUE MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT WITH ABILITY TO SCREEN SHARE, ONE TIME FEE	$5,700.00
AIRWATCH BY VMWARE GOVERNMENT SERVICES CLOUD - DEDICATED ENVIRONMENT SETUP IN	$9,500.00
AIRWATCH BY VMWARE GOVERNMENT SERVICES GREEN MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT WITH ABILITY TO SCREEN SHARE, ONE TIME FEE	$1,900.00
AIRWATCH BY VMWARE GOVERNMENT SERVICES ORANGE MANAGEMENT SUITE - DEDICATED CLOUD	$4,370.00
AIRWATCH BY VMWARE GOVERNMENT SERVICES ORANGE MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT WITH ABILITY TO SCREEN SHARE, ONE TIME FEE	$2,612.50
AIRWATCH BY VMWARE GOVERNMENT SERVICES YELLOW MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT- 2 DAY ON- SITE MINIMUM REQUIRED, ONE TIME FEE	$8,977.50
AIRWATCH BY VMWARE GOVERNMENT SERVICES YELLOW MANAGEMENT SUITE - DEDICATED CLOUD DEPLOYMENT WITH ABILITY TO SCREEN SHARE, ONE TIME FEE	$6,887.50

AIRWATCH BY VMWARE GOVERNMENT SERVICES BLUE MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 MONTH FEE / DEVICE	$9.03
AIRWATCH BY VMWARE GOVERNMENT SERVICES GREEN MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 MONTH FEE / DEVICE	$7.13
AIRWATCH BY VMWARE GOVERNMENT SERVICES ORANGE MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 MONTH FEE / DEVICE	$7.84
AIRWATCH BY VMWARE GOVERNMENT SERVICES YELLOW MANAGEMENT SUITE SUBSCRIPTION - DEDICATED CLOUD, 1 MONTH FEE / DEVICE	$11.80
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED - CLOUD DEPLOYMENT	$8,550.00
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED - ON - PREMISE DEPLOYMENT	$11,400.00
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD - CLOUD DEPLOYMENT	$7,695.00
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD - ON - PREMISE DEPLOYMENT	$10,640.00
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$226.82
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$318.52
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$120.65
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) PERPETUAL: 1 USER	$171.00
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 USER FOR 3 YEARS	$95.30
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 USER FOR 3 YEARS	$112.86
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 USER FOR 1 YEAR	$36.10
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 USER FOR 1 YEAR	$42.75
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$135.74
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$190.61

U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$72.20
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) PERPETUAL: 1 USER	$85.50
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 USER FOR 3 YEARS	$47.65
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 USER FOR 3 YEARS	$57.68
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 USER FOR 1 YEAR	$18.05
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 USER FOR 1 YEAR	$21.85
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED 1-MONTH SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$10.05
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD 1-MONTH SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$6.02
U.S. FEDERAL VMWARE WORKSPACE ONE DEPLOYMENT ADD-ON - ACCELERATED	$7,125.00
U.S. FEDERAL VMWARE WORKSPACE ONE DEPLOYMENT UPGRADE: STANDARD TO ADVANCED	$4,275.00
U.S. FEDERAL VMWARE WORKSPACE ONE DEPLOYMENT - ADVANCED	$9,500.00
U.S. FEDERAL VMWARE WORKSPACE ONE DEPLOYMENT - STANDARD	$6,175.00
U.S. FEDERAL VMWARE WORKSPACE ONE CLOUD - MANAGED HOSTING ENVIRONMENT SETUP FOR AIRWATCH AND IDENTITY MANAGER (IDM), ONE TIME FEE / ENVIRONMENT	$15,675.00
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT OF AIRWATCH CLOUD LICENSES: 1 DEVICE FOR 1 YEAR	$11.40
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT OF AIRWATCH CLOUD LICENSES: 1 USER FOR 1 YEAR	$22.80
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT OF AIRWATCH PERPETUAL LICENSES: 1 DEVICE FOR 1 YEAR	$22.80
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT OF AIRWATCH PERPETUAL LICENSES: 1 USER FOR 1 YEAR	$45.60
U.S. FEDERAL VMWARE WORKSPACE ONE CLOUD - SHARED ENVIRONMENT FOR PERPETUAL LICENSES: 1 DEVICE FOR 1 YEAR	$11.40
U.S. FEDERAL VMWARE WORKSPACE ONE CLOUD - SHARED ENVIRONMENT FOR PERPETUAL LICENSES: 1 USER FOR 1 YEAR	$22.80

U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT FOR CLOUD LICENSES: 1 DEVICE FOR 1 YEAR	$22.80
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT FOR CLOUD LICENSES: 1 USER FOR 1 YEAR	$45.60
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT FOR PERPETUAL LICENSES: 1 DEVICE FOR 1 YEAR	$34.20
U.S. FEDERAL VMWARE WORKSPACE ONE - MANAGED HOSTING ENVIRONMENT FOR PERPETUAL LICENSES: 1 USER FOR 1 YEAR	$57.00
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$118.75
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$125.40
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$166.25
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$175.75
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$62.70
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$66.50
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$214.32
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$300.96
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$114.00
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$96.90
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$104.50

U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$135.85
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$146.30
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$51.30
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$55.10
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$171.95
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$184.30
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$241.30
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$258.40
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$91.20
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$97.85
U.S. FEDERAL VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH) PERPETUAL: 1 DEVICE	$85.50
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 DEVICE FOR 3 YEARS	$47.65
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 DEVICE FOR 3 YEARS	$57.68
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 DEVICE FOR 1 YEAR	$18.05
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE ADVANCED (INCLUDES AIRWATCH): 1 DEVICE FOR 1 YEAR	$21.85
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$75.05

U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$78.85
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$105.45
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$111.15
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$39.90
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 DEVICE (INCLUDES SAAS PRODUCTION SUPPORT/SUBSCRIPTION)	$41.80
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$128.59
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$180.58
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - SHARED CLOUD FOR 1 USER (INCLUDES SAAS BASIC SUPPORT/SUBSCRIPTION)	$68.40
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$54.15
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$57.95
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$76.00
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$80.75
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$28.50
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 DEVICE (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$30.40

U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$86.45
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 2-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$93.10
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$120.65
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 3-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$131.10
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES BASIC SUPPORT/SUBSCRIPTION)	$45.60
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) 1-YEAR SUBSCRIPTION - ON PREMISE FOR 1 USER (INCLUDES PRODUCTION SUPPORT/SUBSCRIPTION)	$49.40
U.S. FEDERAL VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH) PERPETUAL: 1 DEVICE	$47.50
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 DEVICE FOR 3 YEARS	$27.59
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 DEVICE FOR 3 YEARS	$32.60
U.S. FEDERAL BASIC SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 DEVICE FOR 1 YEAR	$10.45
U.S. FEDERAL PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE WORKSPACE ONE STANDARD (INCLUDES AIRWATCH): 1 DEVICE FOR 1 YEAR	$12.35
U.S. FEDERAL VMWARE WORKSPACE ONE DEPLOYMENT ADD-ON - ADVANCED	$3,325.00
APPLICATION SERVICE DESK (ASD) TECH SUPPORT 24X7 - PER USER LICENSE - MONTHLY RECURRING CHARGES (FOR PERPETUAL LICENSES ONLY)	$0.71
APPLICATION SERVICE DESK (ASD) TECH SUPPORT 24X7 - PER DEVICE LICENSE - 1 YEAR (FOR PERPETUAL LICENSES ONLY)	$8.55
APPLICATION SERVICE DESK (ASD) TECH SUPPORT 24X7 - PER DEVICE LICENSE - 2 YEARS (FOR PERPETUAL LICENSES ONLY)	$17.10
APPLICATION SERVICE DESK (ASD) TECH SUPPORT 24X7 - PER DEVICE LICENSE - 3 YEARS (FOR PERPETUAL LICENSES ONLY)	$25.65
AW ADVANCED TELECOM ON-PREMISES - PER DEVICE LICENSE - MONTHLY RECURRING CHARGES	$0.95
AW ADVANCED TELECOM ON-PREMISES - PER USER LICENSE - MONTHLY RECURRING CHARGES	$1.90
AW ADVANCED TELECOM, SHARED HOSTING - PER DEVICE LICENSE - MONTHLY RECURRING CHARGES	$0.95

AW ADVANCED TELECOM, SHARED HOSTING - PER USER LICENSE - MONTHLY RECURRING CHARGES	$1.90
AW ADVANCED TELECOM, DEDICATED HOSTING - PER DEVICE LICENSE - MONTHLY RECURRING CHARGES	$1.90
AW ADVANCED TELECOM, DEDICATED HOSTING - PER USER LICENSE - MONTHLY RECURRING CHARGES	$3.80
AW ADVANCED TELECOM PERPETUAL LICENSE - PER DEVICE LICENSE	$19.00
AW ADVANCED TELECOM PERPETUAL LICENSE ANNUAL MAINTENANCE - PER DEVICE LICENSE	$3.80
AW ADVANCED TELECOM PERPETUAL LICENSE - PER USER LICENSE	$38.00
AW ADVANCED TELECOM PERPETUAL LICENSE ANNUAL MAINTENANCE - PER USER LICENSE	$7.60
AW ADDITIONAL 25GB STORAGE PER ENVIRONMENT - 1 YEAR	$475.00
EMMS HOSTED BASIC INSTALLATION AND TRAINING	$950.00
EMMS HOSTED BASIC PLUS INSTALLATION AND TRAINING	$1,425.00
EMMS HOSTED PREMIUM INSTALLATION AND TRAINING	$1,900.00
EMMS HOSTED PREMIUM PLUS INSTALLATION AND TRAINING	$4,275.00
EMMS ON-PREMISES BASIC INSTALLATION AND TRAINING	$1,900.00
EMMS ON-PREMISES BASIC PLUS INSTALLATION AND TRAINING	$2,375.00
EMMS ON-PREMISES PREMIUM INSTALLATION AND TRAINING	$2,850.00
EMMS ON-PREMISES PREMIUM PLUS INSTALLATION AND TRAINING	$5,225.00
EMMS MOBILE CONTENT MANAGEMENT COLLABORATION ADD-ON INSTALLATION AND TRAINING - HOSTED OR ON-PREMISES	$950.00
EMMS AW ADVANCED TELECOM INSTALLATION AND TRAINING	$475.00
EMMS REMOTE TECHNICAL TRAINING (4 HOURS)	$1,425.00
EMMS MANAGED SERVICE HEALTHCHECK	$1,662.50
PKI - INTEGRATION - ADVANCED AUTHENTICATION USING CERTIFICATES & KERBEROS - INSTALLATION AND TRAINING	$1,662.50
EMMS ADD-ON AIRWATCH CLOUD CONNECTOR (ACC) INSTALLATION AND CONFIGURATION	$475.00
EMMS ADD-ON AIRWATCH SECURE EMAIL GATEWAY (SEG) INSTALLATION AND CONFIGURATION	$950.00
EMMS ADD-ON AIRWATCH MOBILE ACCESS GATEWAY (MAG) INSTALLATION AND CONFIGURATION	$950.00
AIRWATCH PROFESSIONAL SERVICES (8 HOURS)	$1,140.00
AW HOSTED DEDICATED UPGRADE, OFF-HOURS	$2,375.00
AW ON-PREMISES UPGRADE SERVICES	$1,140.00

Note: These AirWatch from AT&T products are compliant to Section 508 requirements with some exceptions. The management console applications may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of the AirWatch from AT&T products before purchasing these products for Agency use.

AirWatch (VMWare) End User License Agreement (EULA)
VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

AirWatch Hosted and AirWatch On-Premises Terms and Conditions
Premier Services see Terms and Conditions

4.9 LOOKOUT MOBILE ENDPOINT SECURITY

SIN 511210 - 5.11 LOOKOUT MOBILE ENDPOINT SECURITY			
Name	**Part Number**	**Description**	**GSA Catalog Price**
Lookout, Inc.	MES-GOV-C-U1Y-PD	MES Threats - Per Device Subscription (Monthly)	$6.32
Lookout, Inc.	MES-GOV-C-U1Y-PU	MES Threats - Per Device Subscription (Annual)	$57.00
Lookout, Inc.	MES-GOV-C-U2Y-PD	MES Threats - Per Device Subscription (3-year)	$136.80
Lookout, Inc.	MES-GOV-C-U2Y-PU	MES Threats - Per User Subscription (Monthly)	$9.50
Lookout, Inc.	MES-GOV-C-U3Y-PD	MES Threats - Per User Subscription (Annual)	$85.50
Lookout, Inc.	MES-GOV-C-U3Y-PU	MES Threats - Per User Subscription (3-year)	$205.20
Lookout, Inc.	MES-GOV-T-U1Y-PD	MES Comprehensive - Per Device Subscription (Monthly)	$7.60
Lookout, Inc.	MES-GOV-T-U1Y-PU	MES Comprehensive - Per Device Subscription (Annual)	$68.40
Lookout, Inc.	MES-GOV-T-U2Y-PD	MES Comprehensive - Per Device Subscription (3-year)	$164.16
Lookout, Inc.	MES-GOV-T-U2Y-PU	MES Comprehensive - Per User Subscription (Monthly)	$10.64
Lookout, Inc.	MES-GOV-T-U3Y-PD	MES Comprehensive - Per User Subscription (Annual)	$95.76
Lookout, Inc.	MES-GOV-T-U3Y-PU	MES Comprehensive - Per User Subscription (3-year)	$229.82
Lookout, Inc.	4040K	Mobile Endpoint Security Professional Services – one time charge	$750.00

Please see Lookout Mobile Enterprise Security License Agreement Applicable to Government Users

The Solution consists of three components:

Mobile Application

Available in the applicable app stores, the Solution's mobile application runs in the background of a smartphone or tablet to help secure mobile devices 24/7. The app analyzes all apps, networks, and services used by the device to proactively help to identify known and emerging threats. In addition, it assesses the security state of the device itself, to determine if it has the proper security configuration. If threats are identified, the app can alert the mobile user, alert the Customer's IT department, and apply protection via relevant security policies.

Management Console

A central management console that can be deployed as cloud-based software, the Management Console gives organizations visibility into the state of their mobile security. Millions of data points are condensed to calculate a risk score so that Customer's IT can quickly discern the state of the overall system and the risk to each device. Admins can see which users or groups are most at risk and adjust policies appropriately. The console offers dashboards, reporting, risk management, configuration, integrations into other corporate platforms, and policy enforcement.

An existing integration with Microsoft Exchange allows devices to be quarantined from accessing sensitive information while they are under an active attack. The Solution's REST-based API also facilitates integration with SIEM and other security platforms. The Solution can proactively update devices with logic to protect against current threats.

Mobile Threat Intelligence

The Solution uses crowd wisdom to create a comprehensive picture of the Internet from a mobile perspective. This helps enterprises to differentiate between legitimate and malicious networks, apps, and configurations. This feature monitors devices all around the world and conducts millions of security tests on a monthly basis. By analyzing both the malicious and legitimate behavior of the services, apps, and networks touched by each device, predictions are made as to where attacks will happen next, including zero-day and advanced persistent threats.

The Solution helps to protect against network-based threats, malware, vulnerability exploits and other targeted attacks originating from both internal and external sources. The Solution's predictive technologies leverage mobile threat intelligence gathered via massive crowd intelligence and sophisticated machine learning.

The Solution uses a multi-layer approach to detect malware based on parameters such as signatures, user behavior, static/dynamic analysis, source origin, structure, permissions and known malicious application blacklists. It also utilizes a patented proactive approach to help secure mobile devices against network-based attacks. The Solution uses crowd intelligence and research to help identify attacks and notify OS vendors and users of required OS upgrades or patches.

A client application for iOS and Android devices that is "always on" and helps protect devices from multiple threats; notifies end users of all threats detected; reports all device status and threat information back to the Administrative Console; provides non-personally-identifiable threat data to the Solution's Real-Time Threat Intelligence services; and is available for use with company-owned or user-owned devices.

The Solution's administrative console gives IT managers near real-time visibility into covered devices, plus analytics and reporting on individual devices, identified threats and risks, and compliance with Customer policies. The console also facilitates management of user/device onboarding, notifications and alerts and EMM integration.

The Solution gathers near real-time threat intelligence that is active 24x7 to aggregate and correlate threat data from crowd wisdom that comes from non-personally-identifiable threat data collected from all subscribed mobile clients, dozens of threat feeds from third parties and dedicated Symantec research and collaboration with OS and other security vendors. The Solution integrates with popular enterprise mobility management (EMM) solutions, providing automated ability to establish remote communication, take control, or lock down any mobile device which is under attack.

The Solution protects end users' privacy as follows: The Solution does not analyze, nor save any data generated by end user mobile devices, except that generated by the Solution's client mobile application. In cases where a network threat has been identified on a specific network, end user Internet access may be routed through the Solution's VPN servers to maintain a secure connection while the threat is persistent. The Solution may collect information regarding the behavior and usage of suspicious applications on end user devices in order to provide detailed analysis with respect to potential threats. Such information may include specific device configurations and suspicious application binaries but will not include personal content stored by applications. The Solution does not monitor or store any content that end users upload or download, such as text messages, contact lists, email content, form field submissions, or data that a website retrieved.

The stored data will be attributable to an end user only to the extent necessary to provide services. Thereafter, the Solution will anonymize the data and will not knowingly use the data to personally identify end users.

The Solution's two billable components are end-user licenses which are available for purchase on a per-device basis and required AT&T Configuration and Training Professional Services.

5.0 Mobile Device Management Services (installation, configuration, and support)

5.1 For Support Of AT&T's Mobile Device Management Software And Services

AT&T's Mobile Device Management (MDM) services can include a typical assessment, installation, configuration and / or training engagement. Installation, configuration and other support services can be combined specifically for any of AT&T's MDM products.

5.2 MDM Support Services Portfolio

Technology Assessment - provides an analysis of the Agency's mobility governance policy objectives for mobile device Operating System and the MDM Platform. The analysis is performed for a maximum of 35 policy objectives, 3 mobile OS variants and 3 MDM candidate platforms.

Installation Services – Providing an assessment, planning, and deployment of the MDM platform. The two-day process includes:

- Installation of the Mobile Device Management Software on one server
- Configuration of the software and register up to 10 devices
- Testing the registered devices for compliance

After the installation, AT&T will train the Agency administrator covering the Administrative Portal, Creation of User Groups, Creation of Policies, Device Registration and Enrollment, and Reporting and Logs via an on-line web conference.

Training – Additional more detailed training of the Agency Administrator after initial installation; delivered remotely via AT&T's web conference and work collaboration platform.

Add On SCEP Server Installation - Simple Certificate Enrollment Protocol Installation.

Health Check - A review of the MDM platform health and configuration providing recommendations to help maximize value obtained from the MDM solution. The service includes a consultative review and discussion with customer of the active policy configurations as compared to the customer's security objectives.

Application Service Desk – There are three levels of support to choose from; Silver, Gold & Platinum. An Agency can determine the level of support that best suits their needs.

5.2.1 Silver

- Standard business hour support from 7am-8pm ET. Service Desk is available 24x7x365 for Severity 1 events.
- Tier 2 Technical Support from AT&T's carrier-class application service desk to rapidly triage, escalate and resolve service issues and support requests.
- Single point of contact for Tier 2+ support to address network interoperability with managed service platform, device and mobile applications.
- How-To and FAQ support for managed service platform use, configuration and best practices.
- Service continual optimization gained from the experience and skills of AT&T's Technical Support organization.

5.2.2 Gold (all of the features of the Silver Support package plus):

- 24x7x365 Tier 2 Support.
- On-boarding of customer onto the application service desk.
- Annual managed service solution performance health check.

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5.2.3 Platinum (all of the features of the Gold Support package plus):

- Managed service solution. AT&T provides comprehensive daily, ongoing configuration and lifecycle administration of the managed service on the customer's behalf.
- Service application installation, configuration and training components.
- Annual managed service solution performance health check.

SIN 517312 – CONFIGURATION AND SUPPORT SERVICES	
Description	**GSA Catalog Price**
MDM TECHNOLOGY ASSESSMENT	$3,325.00
MDM INSTALLATION SERVICES	$3,325.00
MDM TRAINING	$1,425.00
MDM ADD-ON SCEP SVR INSTAL	$1,662.50
MDM Health Check	$1,662.50
MDM ASD Call Rate Overage	$28.50
MDM MI CC ACCOUNT SET UP	$641.25
MDM ASD On-Board and Setup	$475.00
MDM Application Service Desk - Silver 1 User, MRC	$0.71
MDM Application Service Desk - Silver 2 User, MRC	$1.43
MDM Application Service Desk - Silver 4 User, MRC	$2.85
MDM Application Service Desk - Silver 8 User, MRC	$5.70
MDM Application Service Desk - Silver 16 User, MRC	$11.40
MDM Application Service Desk - Silver 32 User, MRC	$22.80
MDM Application Service Desk - Silver 64 User, MRC	$45.60
MDM Application Service Desk - Silver 128 User, MRC	$91.20
MDM Application Service Desk - Silver 256 User, MRC	$182.40
MDM Application Service Desk - Silver 512 User, MRC	$364.80
MDM Application Service Desk - Silver 1024 User, MRC	$729.60
MDM Application Service Desk - Silver 2048 User, MRC	$1,459.20
MDM Application Service Desk - Silver 4096 User, MRC	$2,918.40
MDM Application Service Desk - Silver 8192 User, MRC	$5,836.80
MDM Application Service Desk - Gold 1 User, MRC	$1.43
MDM Application Service Desk - Gold 2 User, MRC	$2.85
MDM Application Service Desk - Gold 4 User, MRC	$5.70
MDM Application Service Desk - Gold 8 User, MRC	$11.40
MDM Application Service Desk - Gold 16 User, MRC	$22.80
MDM Application Service Desk - Gold 32 User, MRC	$45.60
MDM Application Service Desk - Gold 64 User, MRC	$91.20
MDM Application Service Desk - Gold 128 User, MRC	$182.40
MDM Application Service Desk - Gold 256 User, MRC	$364.80
MDM Application Service Desk - Gold 512 User, MRC	$729.60
MDM Application Service Desk - Gold 1024 User, MRC	$1,459.20
MDM Application Service Desk - Gold 2048 User, MRC	$2,918.40
MDM Application Service Desk - Gold 4096 User, MRC	$5,836.80
MDM Application Service Desk - Gold 8192 User, MRC	$11,673.60
MDM Application Service Desk - Platinum 1 User, MRC	$2.38
MDM Application Service Desk - Platinum 2 User, MRC	$4.75
MDM Application Service Desk - Platinum 4 User, MRC	$9.50
MDM Application Service Desk - Platinum 8 User, MRC	$19.00
MDM Application Service Desk - Platinum 16 User, MRC	$38.00
MDM Application Service Desk - Platinum 32 User, MRC	$76.00
MDM Application Service Desk - Platinum 64 User, MRC	$152.00
MDM Application Service Desk - Platinum 128 User, MRC	$304.00

MDM Application Service Desk - Platinum 256 User, MRC	$608.00
MDM Application Service Desk - Platinum 512 User, MRC	$1,216.00
MDM Application Service Desk - Platinum 1024 User, MRC	$2,432.00
MDM Application Service Desk - Platinum 2048 User, MRC	$4,864.00
MDM Application Service Desk - Platinum 4096 User, MRC	$9,728.00
MDM APPLICATION SERVICE DESK - PLATINUM 8192 USER, MRC	$19,456.00

MDM Services: Upon completion of MDM Services, the Agency must either sign the acceptance document AT&T presents or provide it within five business days of the service completion date with a notice in writing to AT&T identifying any non-conforming MDM Services. If the Agency fails to provide such notice, the Agency is deemed to have accepted the MDM Services. The Agency acknowledges that AT&T and the Agency are independent contractors. These MDM services are provided by AT&T remotely. The Agency will in a timely manner allow AT&T remote access as reasonably required for the MDM Services to equipment that the Agency controls. If the Agency requires these services to be performed on-site, additional costs for travel and associated expenses as well as additional terms and conditions may apply. The MDM Services provided shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. The mandatory software installation and configuration is estimated to take two days.

If the MDM Services provided in connection with the Virtual Smart Phone (VSP) are more complex than those described in this contract, then a separate statement of work describing the activity and related terms and pricing will be executed. If impediments, complications or Agency-requested changes in scope arise (Changes), the completion schedule, VSP and fees could be impacted. In the event any Change(s) affect the VSP or fees, the parties will modify Customer's order (or statement of work, if applicable) accordingly by executing a Change Order.

5.3 AT&T Mobile Device Deployment Service

5.3.1 On-Boarding

AT&T personnel will collaborate with the subscribing Agency to perform the following on-boarding functions:

- Agreement on spares quantity and order/replenishment processes
- Detail the staging process for replacement devices
- Create Gold Image for device configuration and obtain Customer approval
- Obtain listing of all devices to be covered under service
- Load all devices into internal asset tracking system
- Define the Advanced Exchange processing for devices not covered under the AT&T Extended Device Warranty Service for replacement of lost or stolen devices
- Obtain Customer's shipping account information and desired default shipping method

5.3.2 Extended Device Warranty Service

The Extended Device Warranty Service includes normal use failure and accidental physical damage of covered devices. This warranty provides repair or replacement devices for a two-year period from the purchase date of each subscribed device. The Extended Device Warranty must be purchased at the time a device is purchased or within 30 days thereafter. AT&T will coordinate the repair or replacement process as required. Once repaired or replaced, the devices are restocked into Customer's spares pool maintained by AT&T at AT&T's staging facility.

Features of the Extended Device Warranty Service include the following:

1. **Provides coverage for both normal-use failure and accidental damage, including protection from:**
   a. Mechanical failures
   b. Drops and spills (including screen damage and water damage)
   c. Integrated battery failures

If a device is not repairable, a refurbished or new like-model replacement device is provided

Items not covered:

a. Lost or stolen devices
b. Accessories

c. Software issues or data, including viruses, spyware, lost of corrupted data or programs

Note: Extended Device Warranty must be purchased with the Advanced Exchange Service.

5.3.3 Advanced Exchange Service

AT&T's Advanced Exchange Service facilitates the shipment of replacement devices to end users whose devices are lost, stolen, damaged or otherwise need repair. The service includes provisions for repair or replacement devices to cover accidental physical damage of covered devices. This service option requires the subscribing Agency to order and purchase an additional 2.5% of devices (or a minimum of 5 devices per device type, whichever is greater). These additional devices are stocked in a spares pool and held, at AT&T's risk, in inventory at a secure AT&T staging facility location dedicated to the subscribing Agency. The service is carrier agnostic and the provision of transport services is not included in the offer.

AT&T will maintain a copy of the current baselined configuration requirements for the subscribing Agency's devices (called a "Gold Image") which is used to stage replacement devices. The Gold Image is mutually agreed upon by the subscribing Agency and AT&T during the on-boarding process. Upon the subscribing Agency's request, AT&T will load, test and ship a stored device to the end user and location designated by the subscribing Agency.

AT&T provides a Service Desk dedicated to handling Advanced Exchange requests Monday through Friday from 6am to 7pm Central Standard Time (CST), excluding AT&T designated holidays. AT&T will ship the configured replacement device within 24 hours of the request using overnight delivery or next day delivery. Specific activities performed in connection with Advanced Exchange service include the following:

- Maintenance of a current copy of the Gold Image configuration
- Activation of the device on behalf of the subscribing Agency
- Porting the telephone number from a lost, stolen or damaged device to the replacement device and/or providing a SIM swap option or porting instructions, if necessary
- Testing replacement device for connectivity
- Configuring replacement device based on approved Gold Image
- Quality assurance testing for compliance with base-lined Gold Image
- Shipping the device to the address specified by the subscribing Agency at the initiation of the replacement request
- Including a prepaid shipping label for the end user to return the damaged device to the AT&T Staging Facility (if applicable) using the same box and prepaid label (subscribing Agency's shipping account will be charged for shipment of the device and the return label)
- Coordinating the repair or replacement of damaged devices with the manufacturer warranty, outside service, or AT&T's Extended Device Warranty for hardware replacement or repair
- Collecting and updating asset data and tracking information

The subscribing Agency is responsible for replenishing devices in the spares pool when the stocked quantity has dropped below the agreed-upon threshold that is determined in the on-boarding process. A process for automatic replenishment or Agency-approved replenishment will be agreed upon during the on-boarding process.

5.3.4 Staging Services

Services Included in Standard Staging Offers

Three Staging Services, identified as Bronze, Silver, and Gold are available. Each of these Staging options include; Project Management, Device Procurement (standard stocked / non-stocked), Gold Image Creation and Approval Process, Hardware Check / Device Firmware OS Upgrade, Account creation and registration, Quality Assurance Testing & Asset Reporting.

COMPONENTS OF MOBILE DEVICE DEPLOYMENT PACKAGED SUPPORT OPTIONS	BRONZE	SILVER	GOLD
Number of Applications from Store or MDM/MAM Profile (quantity of apps or web clips)	5	8	10
DEVICE CONFIGURATION IMAGE # OF USER PROFILES)	1	2	3

5.3.5 Pricing

SIN 517312 – AT&T MOBILE DEVICE DEPLOYMENT SERVICE	
Description	GSA Catalog Price
DEPLOYMENT SETUP FEE Includes Customer Onboarding, Project Management, Gold Image Processing, Device Setup in Advance Exchange and Warranty Data Base - one time charge per device type or Gold Image	$1435.69
STAGING SERVICE – Gold – per device one time	$62.21
STAGING SERVICE – Silver – per device one time	$52.64
STAGING SERVICE – Bronze – per device one time	$43.07
WARRANTY 1 YR – Tablet – per device per year	$47.86
WARRANTY 1 YR –iPhone – per device per year	$57.43
WARRANTY 1 YR –Smartphone – per device per year	$62.21
WARRANTY 1 YR –Netbook – per device per year	$57.43
ADVANCED EXCHANGE – Smartphone & Tablet – per device per year	$19.14
ADVANCED EXCHANGE – RUGGED DEVICES – PER DEVICE PER YEAR	$33.50

AT&T Extended Device Warranty offering must be purchased within 30 days of the device purchase date.
Service prices exclude device, shipping and applicable taxes, fees and surcharges.
The subscribing Agency is responsible for purchasing devices to stock the spares pool.
A minimum quantity of 100 devices is required for each of the Deployment Services.

General Terms and Conditions
Premier Services see Terms and Conditions
AT&T Mobile Device Deployment Service see Terms and Conditions

6.0 Commercial Connectivity Services

6.1 FRAME RELAY

AT&T's Commercial Connectivity Services (CCS) enables enterprises to securely and reliably extend their WAN infrastructure to mobile end points by providing standards-based connectivity options between the enterprise and cellular networks. CCS provides enterprise and government customers the flexibility to extend their data networks to wireless devices while maintaining performance and security. Generally, customers who utilize CCS are transmitting classified or top secret data wirelessly, or they are businesses who want to be confident that any proprietary or customer information they are sending to a wireless device to do their work is safe.

CCS is available to customers who have a corporate responsibility user (CRU) foundation account number (FAN) with AT&T Mobility.

6.1.1 Set-Up Charges.

SIN 517312 - FRAME RELAY - SET-UP CHARGES	
Description	GSA Catalog Price
CCS – Frame Relay Set-Up Charge	$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	$500.00
CUSTOM APN SET-UP CHARGE	$500.00

6.1.2 Monthly Service Charges

SIN 517312 - FRAME RELAY - MONTHLY SERVICE CHARGES	
Description	**GSA Catalog Price**
WCO Frame 1 PVC 56K	$199.00
WCO Frame 1 PVC 128K	$399.00
WCO Frame 1 PVC 192K	$499.00
WCO Frame 1 PVC 256K	$549.00
WCO Frame 1 PVC 384K	$749.00
WCO Frame 1 PVC 512K	$799.00
WCO Frame 1 PVC 768K	$1,399.00
WCO Frame 1 PVC T1	$1,599.00
WCO Frame 2 PVC 128K	$499
WCO Frame 2 PVC 256K	$699
WCO Frame 2 PVC 384K	$999
WCO Frame 2 PVC 512K	$1,099
WCO Frame 2 PVC 768K	$1,799
WCO Frame 2 PVC T1	$1,999
WCO PVC Only 56K	$59.00
WCO PVC Only 128K	$99.00
WCO PVC Only 192K	$149.00
WCO PVC Only 256K	$199.00
WCO PVC Only 384K	$299.00
WCO PVC Only 512K	$399.00
WCO PVC Only 768K	$599.00
WCO PVC ONLY T1	$799.00

General Terms and Conditions
Premier Services see Terms and Conditions
CCS FRS Terms

6.2 COAM FRAME RELAY

6.2.1 Set-Up Charges

SIN 517312 - COAM FRAME RELAY - SET-UP CHARGES	
Description	GSA Catalog Price
CCS – COAM Frame Relay Set-Up Charge	$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	$500.00
CUSTOM APN SET-UP CHARGE	$500.00

General Terms and Conditions
Premier Services see Terms and Conditions
CCS COAM Frame Relay Terms

6.3 PERMANENT VIRTUAL CIRCUIT

6.3.1 Set-Up Charges

SIN 517312 - PERMANENT VIRTUAL CIRCUIT - SET-UP CHARGES	
Description	**GSA Catalog Price**
CCS – PVC Set-Up Charge	$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	$500.00
CUSTOM APN SET-UP CHARGE	$500.00

6.3.2 Monthly Service Charges

SIN 517312 - PERMANENT VIRTUAL CIRCUIT - MONTHLY SERVICE CHARGES	
Description	GSA Catalog Price
CCS PVC 56 KBPS	$ 95
CCS PVC 128 KBPS	$115
CCS PVC 192 KBPS	$140
CCS PVC 256 KBPS	$180
CCS PVC 384 KBPS	$250
CCS PVC 512 KBPS	$310
CCS PVC 768 KBPS	$380
CCS PVC 1536 KBPS	$420.00
CCS PVC 2.0 MBPS	$550 .00
CCS PVC 4.0 MBPS	$700 .00
CCS PVC 6.0 MBPS	$1,100 .00
CCS PVC 8.0 MBPS	$1,400 .00
CCS PVC 10.0 MBPS	$1,800 .00
CCS PVC 15.0 MBPS	$2,600 .00
CCS PVC 20.0 MBPS	$3,300 .00
CCS PVC 25.0 MBPS	$ 4,200 .00
CCS PVC 30.0 MBPS	$5,000.00
CCS PVC 35.0 MBPS	$ 5,900.00
CCS PVC 40.0 MBPS	$ 6,600.00

General Terms and Conditions
Premier Services see Terms and Conditions
CCS PVC Terms & Conditions

6.3.3 LTE ePVC Monthly Service Charges.

SIN 517312 – LTE EPVC - MONTHLY SERVICE CHARGES	
Description	**GSA Catalog Price**
CCS LTE ePVC 0.512 MBPS	$132.80
CCS LTE ePVC 1.0 MBPS	$156.00
CCS LTE ePVC 2.0 MBPS	$200.00
CCS LTE ePVC 3.0 MBPS	$240.80
CCS LTE ePVC 4.0 MBPS	$280.80
CCS LTE ePVC 5.0 MBPS	$349.60
CCS LTE ePVC 6.0 MBPS	$370.40
CCS LTE ePVC 7.0 MBPS	$399.20
CCS LTE ePVC 8.0 MBPS	$432.00
CCS LTE ePVC 9.0 MBPS	$464.00
CCS LTE ePVC 10.0 MBPS	$488.00
CCS LTE ePVC 25.0 MBPS	$671.20
CCS LTE ePVC 30.0 MBPS	$891.20
CCS LTE ePVC 40.0 MBPS	$1,075.20

CCS LTE ePVC 50.0 MBPS	$1,284.00
CCS LTE ePVC 60.0 MBPS	$1,498.40
CCS LTE ePVC 70.0 MBPS	$1,699.20
CCS LTE ePVC 80.0 MBPS	$1,829.60
CCS LTE ePVC 90.0 MBPS	$1,995.20
CCS LTE ePVC 100.0 MBPS	$2,146.40
CCS LTE ePVC 150.0 MBPS	$3,114.40
CCS LTE ePVC 200.0 MBPS	$4,112.00
CCS LTE ePVC 250.0 MBPS	$4,837.60
CCS LTE ePVC 300.0 MBPS	$5,328.00
CCS LTE ePVC 400.0 MBPS	$6,308.80
CCS LTE ePVC 450.0 MBPS	$6,799.20
CCS LTE ePVC 500.0 MBPS	$7,289.60
CCS LTE ePVC 600.0 MBPS	$8,268.80
CCS LTE ePVC 700.0 MBPS	$10,423.20
CCS LTE ePVC 800.0 MBPS	$11,379.20
CCS LTE ePVC 900.0 MBPS	$12,383.20
CCS LTE EPVC 1000.0 MBPS	$13,378.40

LTE ePVC fees apply to customers establishing a new Access Point Name (APN) on the CCS – LTE platform. It is not retroactive to any existing 3G/2G CCS deployments.
General Terms and Conditions
Premier Services see Terms and Conditions
CCS PVC Terms & Conditions

6.4 NETWORK VPN

6.4.1 Set-Up Charges

SIN 517312 - NETWORK VPN - SET-UP CHARGES	
Description	GSA Catalog Price
CCS – Network VPN Set-Up Charge	$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	$500.00
CUSTOM APN SET-UP CHARGE	$500.00

General Terms and Conditions
Premier Services see Terms and Conditions
CCS Network VPN Terms & Conditions

6.5 CUSTOM APN

6.5.1 Set-Up Charges

SIN 517312 - CUSTOM VPN - SET-UP CHARGES	
Description	**GSA Catalog Price**
CCS – Custom APN Set-Up Charge	$500.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
STATIC IP ADDRESS SET-UP CHARGE (PER POOL SET-UP INSTANCE)	$500.00

General Terms and Conditions
Premier Services see Terms and Conditions
CCS Custom APN Terms & Conditions

6.6 DEDICATED APN

6.6.1 Set-Up Charges.

SIN 517312 - DEDICATED APN - SET-UP CHARGES	
Description	GSA Catalog Price
CCS – Dedicated APN Set-Up Charge	$250.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
STATIC IP ADDRESS SET-UP CHARGE (PER POOL SET-UP INSTANCE)	$500.00

General Terms and Conditions

Premier Services see Terms and Conditions

CCS Dedicated APN Terms & Conditions

7.0 Business Connect Plans For CCS: Capped Back-Up / Primary & Telemetry

- Eligibility Rules for Business Connect for CCS Family of Plans: These rules apply to all Business Connect for CCS type plans.
- Any Business Connect plan can be used for any WWAN (Multi-User Modem / Router) or Telemetry / Machine-to-Machine (M2M) application based on anticipated usage
- CRU only - Enterprise location for Business Connect Plans must be located within AT&T Mobility market area. (See T's & C's for roaming rates and restrictions)
- Use when Special Purpose, or Custom APNs are required and the customer wants to restrict access to general purpose APNs (prevents provisioning of General Purpose APNs e.g., isp.cingular)
- In order to pool, all subscribers must be on the same BAN.
- Standard Voice @ $0.40/min within ATT Footprint, $0.69/min outside of ATT footprint unless bolt-on to voice option is selected (Bolt-on not available with Telemetry plans)
- Account Activations fees apply $18.00 Telemetry; $36.00 Capped & Back-up / Primary
- Eligible Devices for Business Connect for CCS Family of Plans: These rules apply to all Business Connect for CCS type plans.
- Business Connect plans are available for use in conjunction with WWAN and Telemetry devices including those that use PC modem cards.
- Bolt-On plans are for use with WWAN devices that support both Data and Voice on a single device (e.g. Ericsson W25)
- These plans are NOT to be provisioned on Smartphone devices, RIM BlackBerry devices, or handsets.

7.1 CAPPED PLANS

Monthly Service Charge including additional domestic data usage is capped at $129.99/mo. If a line hits the "Cap" for 3 consecutive months, AT&T Mobility reserves the right to move such line, without notice, to the appropriate plan based on overage usage.

7.1.1 Stand Alone

SIN 517312 - CAPPED PLANS - STAND ALONE				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Back-up Capped Plan (Stand Alone)	$22.66	$0.001/KB	No	DOMESTIC USE ONLY! Monthly charges capped at $129.99 - domestic usage and MRC only. • SMS @ $.20/msg • Voice @ $0.40/min within ATT Footprint • $36.00 Start of Service Charge applies • Sold as SIM only

7.1.2 Bolt On

SIN 517312 - CAPPED PLANS - BOLT ON				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Back-up Capped Plan (Bolt-On)	$18.88	$0.001/KB	No	DOMESTIC USE ONLY! Monthly charges capped at $129.99 - domestic usage and MRC only. • SMS @ $.20/msg • Voice @ $0.40/min within ATT Footprint • $36.00 Start of Service Charge applies • Sold as SIM only

General Terms and Conditions
Premier Services see Terms and Conditions
Data Plan Term and Conditions

7.2 BACK-UP/ PRIMARY PLANS

7.2.1 Stand Alone

SIN 517312 - BACK-UP/ PRIMARY PLANS - STAND ALONE				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Business Connect for CCS - $39.99 Plan (Stand Alone)	$30.22	$0.00097 /KB ($.99/MB)	No	DOMESTIC USE ONLY! • SMS @ $.20/msg • Voice @ $0.40/min within ATT Footprint • $36.00 Start of Service Charge applies • Sold as SIM only
Business Connect for CCS - $49.99 Plan (Stand Alone)	$37.77	$0.0003/ KB	No	
Business Connect for CCS - $59.99 Plan (Stand Alone)	$45.33	$0.0003/ KB	No	
BUSINESS CONNECT FOR CCS - $99.99 PLAN (STAND ALONE)	$75.55	$0.0003/ KB	NO	

Pooling is NOT available on plans CCSA11, CCSA12, CCSA13, and CCSA14. If pooling required, use "Back-up /

7.2.2 Bolt-On

SIN 517312 - BACK-UP/ PRIMARY PLANS – BOLT-ON				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Business Connect for CCS - $39.99 Plan (Bolt-On)	$30.22	$0.00097/KB ($.99/MB)	No	DOMESTIC USE ONLY! • SMS @ $.20/msg • Voice @ $0.40/min within ATT Footprint • $36.00 Start of Service Charge applies • Sold as SIM only
Business Connect for CCS - $49.99 Plan (Bolt-On)	$37.77	$0.0003/KB	No	
Business Connect for CCS - $59.99 Plan(Bolt-On)	$45.33	$0.0003/KB	No	
BUSINESS CONNECT FOR CCS - $99.99 PLAN (BOLT-ON)	$75.55	$0.0003/KB	NO	

General Terms and Conditions
Premier Services see Terms and Conditions
Data Plan Term and Conditions

7.3 BACK-UP / PRIMARY PLANS - POOLED

7.3.1 Stand Alone

SIN 517312 - BACK-UP/ PRIMARY PLANS - POOLED				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**

Business Connect for CCS Pooled - $43.99 Plan (Stand Alone)	$33.24	$0.00097/KB ($.99/MB)	No	DOMESTIC USE ONLY! • - SMS @ $.20/msg • Voice @ $0.40/min within ATT Footprint • $36.00 Start of Service Charge applies • Sold as SIM only
Business Connect for CCS Pooled - $54.99 Plan (Stand Alone)	$41.55	$0.0003/KB	No	
Business Connect for CCS Pooled - $64.99 Plan (Stand Alone)	$49.11	$0.0003/KB	No	
BUSINESS CONNECT FOR CCS POOLED - $104.99 PLAN (STAND ALONE)	$79.33	$0.0003/KB	NO	

7.3.2 Bolt-On

SIN 517312 - BACK-UP/ PRIMARY PLANS - BOLT-ON				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Business Connect for CCS Pooled - $43.99 Plan (Bolt-On)	$33.24	$0.00097/KB ($.99/MB)	No	DOMESTIC USE ONLY! - SMS @ $.20/msg - Voice @ $0.40/min within AT&T Footprint - $36.00 Start of Service Charge applies - Sold as SIM only
Business Connect for CCS Pooled - $54.99 Plan (Bolt-On)	$41.55	$0.0003/KB	No	
Business Connect for CCS Pooled - $64.99 Plan (Bolt-On)	$49.11	$0.0003/KB	No	
BUSINESS CONNECT FOR CCS POOLED - $104.99 PLAN (BOLT-ON)	$79.33	$0.0003/KB	NO	

General Terms and Conditions
Premier Services see Terms and Conditions
Data Plan Term and Conditions

7.4 TELEMETRY PLANS

Pooling is not available on plans WC30, WC31, WC32, WC33 and WC34. If pooling required, use "Back-up / Primary Plans - Pooled" below."

7.4.1 Telemetry Connect – CCS

SIN 517312 - TELEMETRY PLANS - TELEMETRY CONNECT – CCS				
Description	GSA Catalog Price	Overage Rate	Tethering Allowed	Additional Information
BMCCSTELE1MB	$6.80	$0.0048/KB	No	For Sale Only for M2M and Telemetry Opportunities. • SMS @ $.20/msg • CAN Roaming $0.015/KB • Int'l Roaming $0.0195/KB • Voice @ $0.40/min within ATT Footprint • $0.69/min outside of ATT footprint • $18.00 Start of Service Charge applies • Sold as SIM on
BMCCSTELE2MB	$9.06	$0.0048/KB	No	
BMCCSTELE3MB	$10.58	$0.0048/KB	No	
BMCCSTELE4MB	$12.08	$0.0048/KB	No	
BMCCSTELE5MB	$13.59	$0.0048/KB	No	
BMCCSTELE10MB	$15.74	$0.0048/KB	NO	

7.5 TELEMETRY PLANS - POOLED

7.5.1 Pooled CCS and Telemetry Plans

SIN 517312 - TELEMETRY PLANS - POOLED - POOLED CCS AND TELEMETRY PLANS				
Description	**GSA Catalog Price**	**Overage Rate**	**Tethering Allowed**	**Additional Information**
Pooled CCS & Telemetry Plan - 1MB	$6.80	$0.0048/KB	No	For Sale Only for M2M and Telemetry Opportunities. Cannot be sold without a Special Purpose APN or Custom APN • SMS @ $.20/msg • CAN Roaming $0.015/KB • Int'l Roaming $0.0195/KB • Voice @ $0.40/min within ATT Footprint • $0.69/min outside of ATT footprint
Pooled CCS & Telemetry Plan - 2MB	$9.06	$0.0048/KB	No	
Pooled CCS & Telemetry Plan - 3MB	$10.58	$0.0048/KB	No	
Pooled CCS & Telemetry Plan - 4MB	$12.08	$0.0048/KB	No	
Pooled CCS & Telemetry Plan - 5MB	$13.59	$0.0048/KB	No	
POOLED CCS & TELEMETRY PLAN - 10MB	$15.74	$0.0048/KB	NO	

General Terms and Conditions
Premier Services see Terms and Conditions
Data Plan Term and Conditions

7.6 DATACONNECT PLANS FOR CCS

- Eligibility Rules for DataConnect for CCS Family of Plans: These rules apply to all DataConnect for CCS type plans.

- DataConnect Plans are available for use in conjunction with any AT&T Mobility approved GPRS/EDGE/UMTS PC cards and devices.
- DataConnect plans may also be used in conjunction with AT&T Mobility approved customer owned and maintained (COAM) devices.
- DO NOT provision BlackBerry devices to DataConnect Plans
- DataConnect Plans for CCS are NOT designed for use in conjunction with WWAN and Telemetry devices including those that use PC modem cards.

7.6.1 Stand Alone

SIN 517312 - DATACONNECT PLANS FOR CCS - STAND ALONE				
Description	GSA Catalog Price	Overage Rate	Tethering Allowed	Additional Information
CCSB2B10MB	$22.66	$0.0048/KB	No	Only available for business customers in NBI.
CCSB2B20MB	$30.22	$0.0048/KB	No	
CCSB2B50MB	$37.77	$0.0048/KB	No	
CCSB2B5GB	$45.34	$0.0048/KB	NO	

General Terms and Conditions
Premier Services see Terms and Conditions
Data Plan Term and Conditions

SIN 33411

8.0 Equipment

8.1 FEMTOCELLS / MICROCELLS

AT&T offers 3G Microcell solution that is comprised of both a rate plan and hardware. The AT&T 3G Microcell hardware is a consumer grade solution and can be purchased through Open Market procedures.

AT&T 3G MicroCell™ (femtocell) device is a small cellular base station that improves indoor signal performance. It connects to the AT&T network using an Ethernet port on the subscriber's broadband modem or network router and is designed to support up to 4 simultaneous users.

Key Features

- 3G Handset compatible –works with any AT&T 3G device
- Easy Setup –Connects to Ethernet port on DSL/cable modem or router; Minimum 1.5M/256k broadband Internet speed recommended
- Online Management –Activate and manage the 3G MicroCell online including an Approved User List for up to 10 authorized users
- Simultaneous sessions –Supports up to 4 users at once
- Enhanced coverage indoors –Coverage range is approximately 5,000 square feet or 40 feet in any direction
- Call Hand-over to Macro Network–Calls started on the 3G MicroCell can hand-over to the strongest available AT&T cell tower signal when leaving the 3G MicroCell coverage area
- Optional Unlimited MicroCell Calling Feature available

SIN 33411 - WIRELESS DEVICES	
Name / Description	**GSA Catalog Price**
FEMTOCELL/MICROCELL MRC FOR UNLIMITED VOICE WITH USE OF MICROCELL	$19.99

General Terms and Conditions
Premier Services see Terms and Conditions
Business National Pooled Plans specific Terms and Conditions

Users must subscribe to Unlimited MicroCell Calling to receive unlimited domestic calling minutes. AT&T Unlimited MicroCell Calling is available for single lines or multiple lines on an account such as BusinessTalk, covering all 3G phones on your account. This is in addition to your 3G MicroCell device purchase.

Users must add all your lines to the Approved User List to provide access to your 3G devices.

Only domestic calls are included in AT&T Unlimited MicroCell Calling. These include inbound Anytime Minutes and outbound Anytime Minutes domestic calls made to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam, and Northern Mariana Islands.

SIN 54151S

9.0 IT Professional Services

IT Professional Services from AT&T Mobility Solutions Services include the technical skills necessary to:

- Define software solution requirements
- Design a software solution
- Develop and test the software application
- Perform required systems integration
- Successfully deploy the software solution
- Manage the end-to-end project cycle

Software Solution Requirements Definition

AT&T will gather software solution requirements, design the User Interface, develop the necessary documentation and use cases, and review the aggregated requirements with Customer.

Software Solution Design

AT&T will design prototype software application screens or wireframes ("Mockups"), conduct software logic design, generate the workflow, and hold software design review session(s) with Customer.

Software Application Development and Testing

AT&T configures mobile software clients, configures required server components, web services connector (user authentication and quick trace functions), develops native mobile applications, as applicable, and holds software development review session(s) with Customer. AT&T also performs software solution quality assurance, including regression, end-to-end testing, and user acceptance testing.

Systems Integration

Using software plug-ins and connectors, AT&T integrates the developed software solution with customers' existing enterprise management solutions (e.g., CRM, ERP) for assimilation of data with backend servers. This allows data exchange and synchronization between mobile devices and the customer's business systems. Systems Integration is essential for the implementation of any mobile application involving data that must be retrieved or stored remotely.

Software Solution Deployment

AT&T publishes the software application for deployment on the customer's servers and in the field. Deployment could also include publishing the application on public application stores like those operated by Apple™, Google™, and RIM™.

Project Management

Professional Services from AT&T Mobility Solutions Services adhere to a project management methodology and Systems Development Life Cycle (SDLC) that is composed of five distinct phases:

- Definition
- Development
- Build
- Quality Assurance
- Release

Project management confirms that requirements are properly managed and delivered with minimal delivery risks.

9.1 SERVICE DESCRIPTIONS

9.1.1 Application Developer/QA Job Category

An Application Developer/QA is responsible for the performance of any and all functions involved in the development and/or maintenance of new or existing applications. The Key Roles and Responsibilities of an application developer/QA include using programming language and technology, writing code, completing programming and documentation, and performing testing and debugging of applications. Application developers/QA analyze, design, program, debug, and modify software enhancements and/or new products used in local, networked, or Internet-related computer programs. They may interact with users to define system requirements and/or necessary modifications.

Responsibilities and qualifications specific to each job function in this job category are provided below.

Professional Application Developer/QA

Job Contribution

Fully-functioning technical professional. Develops new concepts, methods, and techniques. Has meaningful team and departmental impact.

Knowledge

Subject matter expert within his/her own discipline and specialty area. Applies specialized knowledge of discipline and specialty area standards and work processes. Integrates company experience and deep technical knowledge. Advanced understanding of select ATT technologies, systems, and procedures.

Analysis and Problem Solving

Solves non-routine problems based on the analysis of multiple factors. Independently identifies key issues, patterns, or deviations from norm. Works on problems requiring judgment and in-depth evaluation of multiple factors. Analyzes and interprets research to evaluate and recommend solutions.

Education

Preferred Master of Science degree in Computer Engineering, Computer Science, Applied Science, Electrical Engineering, or Math, or equivalent experience.

Experience

Typically required 3-5 years' experience.

Senior Application Developer/QA

Job Contribution

Fully-functioning technical professional. Develops new concepts, methods, and techniques. Has meaningful team and departmental impact.

Knowledge

Subject matter expert within his/her own discipline and specialty area. Applies specialized knowledge of discipline and specialty-area standards and work processes. Integrates company experience and deep technical knowledge. Advanced understanding of select ATT technologies, systems, and procedures.

Analysis and Problem Solving

Solves non-routine problems based on the analysis of multiple factors. Independently identifies key issues, patterns, or deviations from norm. Works on problems requiring judgment and in-depth evaluation of multiple factors. Analyzes and interprets research to evaluate and recommend solutions.

Education

Preferred Master of Science degree in Computer Engineering, Computer Science, Applied Science, Electrical Engineering, or Math, or equivalent experience.

Experience

Typically required 5-8 years' experience.

9.1.2 Technical Project Manager Job Category

A Technical Project Manager is responsible for all aspects of the development and implementation of assigned technical projects, and provides a single point of contact for those projects. Projects are typically of high-value and long-term nature. The Key Roles and Responsibilities of the Project Manager are as follows: leads cross-functional teams to complete projects within allotted timeline and budget; takes technical projects from original concept through final implementation; defines project scope and objectives; develops detailed work plans, schedules, project estimates, resource plans, and status reports; conducts project meetings, and is responsible for project tracking and analysis; monitors adherence to quality standards, and reviews project deliverables; manages the integration of vendor tasks, and tracks and reviews vendor deliverables; provides technical and analytical guidance to project team; and recommends and takes action to direct the analysis and solutions of problems.

Responsibilities and qualifications specific to each job function in this job category are provided below.

Senior Technical Project Manager

Job Contribution

Seasoned technical professional. Contributes through proven technical expertise. Has significant departmental and functional impact.

Knowledge

SME within his/her own discipline and specialty area; basic knowledge of other disciplines and specialty areas. Deep technical knowledge. Applies in-depth knowledge of discipline and specialty-area standards and processes. Integrates industry experience and deep professional and technical knowledge. Technical leader and recognized expert on select ATT technologies, systems, and procedures.

Analysis and Problem Solving

Solves unique problems through evaluative judgment and precedent. Independently applies sophisticated analysis in evaluating issues. Develops new concepts, methods, and techniques for cross-functional initiatives. Recognizes and pursues alternative methods.

Education

Typically a Bachelor's degree in Math, Science, or Engineering preferred; or equivalent related project management experience.

Experience

Typically at least 5-8 years of successful network engineering or related experience.

9.1.3 Solutions Architect Job Category

A Solutions Architect develops solution architectures for ATT business customers to address their business, application, and communications needs.

Responsibilities and qualifications specific to each job function in this job category are provided below.

Solutions Architect

Key Roles and Responsibilities

The Solutions Architect must be proficient at the techniques that go into the formulation of solutions; including collecting customer requirements and assessing solution alternatives based on tradeoffs in cost, performance, reliability, and security, and be able to partner with the sales team to recommend the most appropriate solution for the customer. This requires practical skills and experience with many applications and technologies, and a thorough knowledge of the ATT product set. The Solutions Architect analyzes customers' business and network challenges, and designs a comprehensive solution that integrates smoothly into the customers' environment. Manages solution design with internal and external suppliers in a manner that is consistent with customers' needs and in line with competitive realities. Demonstrates good written skills to document solutions in proposals to customers, and possesses strong verbal skills to be able to present solutions to customers at both working and executive levels. Demonstrates strong customer interface skills, and is technically credible working in a sales environment. Required to maintain a baseline of industry knowledge to advise on technical trends and techniques, and apply them to the development of solutions.

Education

Typically requires a bachelor's degree.

Experience

Typically requires 2 - 4 years of experience. Typically requires industry and technical certifications based on solutions that customer requires.

9.2 LABOR RATES

LABOR CATEGORY	RATES
Professional Application Developer/QA	$ 124.71
Senior Application Developer/QA	$ 149.69
Senior Technical Project Manager	$ 174.68
SOLUTIONS ARCHITECT	$ 174.68

9.3 TRAVEL AND EXPENSE REIMBURSEMENT

Pricing does not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, meals, lodging and other direct costs for the described effort) incurred by AT&T in connection with delivery of the Services ("Expenses") will be billed at cost as a separate line item on Customer's invoice.

SIN 54151ECOM

10.0 Telematics

10.1 AT&T FLEET MANAGER SERVICE

AT&T Fleet Manager is a web based location and telematics vehicle fleet management solution. With these measurement and reporting tools, an Agency can lower costs, increase efficiency and safety, deliver enhanced service to constituents, and assist in meeting regulatory and environmental standards.

AT&T Fleet Manager's state-of-the-art Locator devices are installed in any type of fleet vehicle. The Locator transmits location and status information to AT&T Fleet Manager, a powerful web-based application that allows Agency fleet managers to make faster and better decisions.

- Features Real-time and historical GPS-based information
- Comprehensive on-board engine and vehicle diagnostics
- Automated data collection and reporting (down to 3 second reporting)
- Advanced reporting and dashboards
- Live Service Maps
- Route Completion
- GIS Maps

- Two-way voice and data communications
- A n extensive geofence feature set and an unlimited number of landmarks
- Electronic Logging devices with e-DVIR (Electronic Driver Vehicle Inspection Reports
- In-vehicle navigation

How It Works

AT&T Fleet Manager consists of securing a small telematics/GPS tracking hardware unit underneath the dashboard or another hidden location in a truck or other vehicle where it can optionally connect securely to on-board electronic systems (e.g., ODBII / JBUS / CANbus).

This locator hardware is equipped with a combination GPS (satellite) antenna for location identification and GSM/GPRS wireless data antenna. The unit also uses an AT&T SIM card to establish the protocol for connecting to AT&T's cellular network. GPS location information, on-board vehicle computer information and other inputs are transmitted via the AT&T Mobility packet data network to a hosted server, where they are presented to the customer in a variety of formats and reports.

AT&T Fleet Manager's vehicle management system dynamically measures and reports both the status of a vehicle's performance and its geographic location. Once installed in a vehicle, AT&T Fleet Manager collects data from a host vehicle's on-board computer and systems, and location information from a global positioning system (GPS). It then transmits this data over the AT&T Mobility data network to a reporting server hosted and managed by WebTech (satellite connectivity for areas where there is not sufficient GPRS connectivity is available as an add-on option). The computer system analyzes the data and posts the results on a secure website, so that a fleet manager can access 24/7 from any computer with Internet access.

SIN 54151ECOM – AT&T FLEET MANAGER – NON-RECURRING CHARGES - ASSET WATCHER HARDWARE & FLEX SATDAT OVERAGE	
Description	**GSA Catalog Price**
P3PP-AFMWT-SATFLEX, Flex – SatDat overage	$1.75/kbyte
MRM HARDWARE SPECIAL OFFER (ONLY USES WITH MATCHING SPECIAL OFFER SOCS THAT REQUIRE A TERM COMMITMENT)	$0.95/UNIT

SIN 54151ECOM – AT&T FLEET MANAGER – NON-RECURRING CHARGES - INSTALLATION	
Description	GSA Catalog Price
P3PP-AFMWT-05-02-0015-00, Install Locator Option – Vehicle Diagnostics – JBUS J1587, CANBUS J1979 and J1939	$33.25/unit
P3PP-AFMWT-05-02-0014-00, Install Locator Option – Vehicle Diagnostics OBDII	$33.25/unit
P3PP-AFMWT-05-02-0018-00, Install Locator Option – Hard wired Panic Button	$14.25/unit
P3PP-AFMWT-05-02-0022-00, Install Locator Option – Vehicle Disable Kit	$57.00/unit
P3PP-AFMWT-05-02-0026-00, Install Locator Driver ID Kit	$28.50/unit
P3PP-AFMWT-05-02-0032-00, Install Locator Temperature Monitoring Kit (first zone)	$80.75/unit
P3PP-AFMWT-05-02-0033-00, Install Locator Temperature Monitoring Kit (additional zones per zone)	$39.90/unit
P3PP-AFMWT-05-02-0023-00, Install Locator Option – Telemetry: In cab (per connection)	$85.50/unit
P3PP-AFMWT-05-02-0024-00, Install Locator Option – Telemetry: External to cab (per connection. Includes up to 3m cable run)	$142.50/unit
P3PP-AFMWT-05-02-0025-00, Install Locator Option – Telemetry cables over 3m (per 3m run)	$33.25/unit
P3PP-AFMWT-05-02-0036-00, Install Locator – Accelerometer Option – Hard Mount & Calibration (for WT7000E only)	$57.00/unit
P3PP-AFMWT-05-02-0037-00, Install Locator – Driver LED Visual Feedback (requires WT7000E and Accelerometer) – Dash Mounted	$28.50/unit
P3PP-AFMWT-05-02-0019-00, Install Locator Option – Iridium (WT1900) same time as Locator	$123.50/unit

P3PP-AFMWT-05-02-0013-00,	Install – Antenna – Roof Mount	$33.25/unit
P3PP-AFMWT-05-02-0007-00,	Install MDT Dash mount (at same time as Locator)	$71.25/unit
P3PP-AFMWT-05-02-0010-00,	Install – Trailer – Metal	$190.00/unit
P3PP-AFMWT-05-02-0029-00,	Install – Door Open Switch	$95.00/unit
P3PP-AFMWT-05-02-0034-00,	Install – Trailer – Flatbed	$270.75/unit
P3PP-AFMWT-PSCI-FLEX,	Professional Services – Custom Install FLEX CHARGE	$95.00/hour
P3PP-AFMWT-05-02-0088-00,	Government Installation – Standard	$180.50/unit
P3PP-AFMWT-05-02-0001-00,	Standard Locator Install (WT5000L/6000E/7000E)	$95.00/unit
P3PP-AFMWT-05-02-0002-00,	Installation – Telemetry Basic	$140.00/unit
P3PP-AFMWT-05-02-0005-00,	INSTALLATION – TELEMETRY ENHANCED	$199.00/UNIT

For more information contact an AT&T Representative or visit www.att.com/fleet-management

Important Information and Additional Terms

General: AT&T Fleet Manager ("Fleet Manager") is available only to enterprise and government customers with a qualified AT&T agreement ("Qualified Agreement"). Fleet Manager is subject to the Qualified Agreement, applicable Sales Information, terms and conditions found at http://resources.webtechwireless.com/ATT/doc/ATT-WTW_TC_Warranty.pdf. ("Additional Product Terms"). For AT&T's government customers on a Qualified Agreement: Any Additional Product Terms not allowable under applicable law will not apply, and the Qualified Agreement will control in the event of any conflict between the Qualified Agreement and the Additional Product Terms. May not be available for purchase in all sales channels or in all areas. Additional hardware, software, services and/or network connection may also be required. Availability, accessibility, security, delivery, speed, timeliness, accuracy and reliability are not guaranteed by AT&T. Additional fees, charges, taxes and other restrictions may apply. Offer subject to change.

Professional / Training Services: Upon completion of Professional / Training 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/ Training Services. If Customer fails to provide such notice, Customer is deemed to have accepted the Professional/Training Services. 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 within or outside the United States to perform work in connection with this offer. Customer will in a timely manner allow AT&T access as reasonably required for the Professional/Training Services to property and equipment that Customer controls. Customer will ensure that the location(s) to which access is provided offer(s) a safe working environment, free of hazardous materials and reasonably suitable for the Professional/Training Services. The Professional /Training Services provided will be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. For both Professional and /or Training Services, a separate statement of work describing the activity and related terms and pricing must be executed. If impediments, complications or Customer-requested changes in scope arise (Changes), the schedule, the offer, and the fees could be impacted. In the event any Change(s) affect this offer, or fees, the parties will modify Customer's order (or statement of work, if applicable) accordingly by executing a Change Order.

Requirements; Technical Information: Minimum 2 MB Data Wireless Plan is required for fleet tracking.

Coverage: Wireless coverage is not available in all areas. *See www.wireless.att.com/coverageviewer* for AT&T's wireless coverage. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T.

10.2 GEOTAB

SIN 54151ECOM – GEOTAB	
NAME / DESCRIPTION	**GSA Catalog Price**
SUSPEND PLAN / MONTHLY FEE TO KEEP DEVICE ACTIVE BUT NOT REPORTING	$4.79
BASE-X PLAN / MONTHLY FEE. VIN AND GPS DATA IS COLLECTED. PLAN INCLUDES PREMIUM SUPPORT. WIRELESS DATA TRANSMISSION NOT INCLUDED.	$7.66

PRO-X PLAN / MONTHLY FEE. BASE PLAN + ACCELEROMETER + RICH ENGINE DATA. WIRELESS DATA TRANSMISSION NOT INCLUDED.	$14.36
PROPLUS-X PLAN / MONTHLY FEE. PRO PLAN + ACTIVE TRACKING + LIMITED LIFETIME WARRANTY, PREMIUM IOX'S. WIRELESS DATA TRANSMISSION NOT INCLUDED.	$17.23

General Terms and Conditions
Premier Services see Terms and Conditions
Geotab End User Agreement

SIN 517312

11.0 FirstNet Mobile-Pooled and FirstNet Mobile-Unlimited Plans

FirstNet Pooled and Unlimited Plans are only available to agencies and organizations eligible to use GSA Sources that also meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26). PSEs are divided into two categories: Primary Users and Extended Primary Users. The Primary User group consists of law enforcement, fire, and emergency medical services users. The Extended Primary User group consists of other PSE users—beyond law enforcement, fire, and emergency medical services. Some of the plans set forth below are reserved for Primary Users; others are reserved for Extended Primary Users.

AT&T will defer to the First Responder Network Authority as to the determinations as to whether any entity qualifies as a Public Safety Entity, Primary User or Extended Primary User.

11.1 FirstNet Mobile-Pooled and FirstNet Mobile-Unlimited Plans for Primary Users

FirstNet Mobile-Pooled Plans for Primary Users
All smartphone and feature phone plans include Unlimited Talk & Text s in the Domestic U.S. and Its Territories.

Rate Plan		GSA Catalog Price – Monthly Service Charge						
	Add-a-Line [9]	2GB	5GB	10GB	50GB	100GB	500GB	1,000GB
Primary User Pooled Data for Smartphones[1, 4, 5, 6]	$39.00	$48.50	$61.00	N/A	$247.00	$432.00	$1,937.00	$3,702.00
Primary User Pooled Data for Feature phones[, 2, 4, 5, 6]	$22.99							
Primary User Pooled Data for Data-only devices[1, 3, 4, 6]	$22.00	$31.50	$44.00	$65.00	$230.00	$415.00	$1,920.00	$3,685.00
Primary User Pooled Data for Connected Wearables[7, 8]	$20.00							

FirstNet eligibility: FirstNet devices or FirstNet rate plans are only available to authorized users of agencies and organizations that meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26). Eligibility must be determined for each Primary User and Extended Primary User prior to the activation of a FirstNet device or FirstNet rate plan.

Data Overage: Pay-per-use rate of $0.000009536/KB applies.

[1]Data added is cumulative to the total data available for the group

[2] For basic and quick messaging phones only

[3] Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect / aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices.

[4] Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.

[5] Includes Unlimited Talk & Text to Canada & Mexico. Pay-per-use rates apply to calls made to all other countries.

[6] Includes no roaming charges in Mexico. Use in Mexico requires disabling of the International Roaming Blocking Feature.

[7] Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

[8] Includes 250MB of pooled data.

[9] Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data.

General Terms and Conditions
Premier Services see Terms and Conditions
FirstNet Mobile - Pooled Plans and FirstNet Mobile - Unlimited Plans Terms and Conditions for Primary Users and Extended Primary Users

AT&T will provide monthly recurring credits of $20 for smartphone plans, $12 for feature phone plans, and $10 for data-only devices and connected wearables under the following terms and conditions; Customer must (a) activate service under the AT&T GSA Contract # 47QTCA19D00MV, (b) activate on a qualified AT&T FirstNet Mobile-Pooled Plan and (c) have been active on an AT&T service plan or FirstNet Mobile Pooled Plan for twenty-four (24) consecutive months. The credits set forth above will begin at the expiration of twenty-four (24) consecutive month period. Government Users that bring their own device or buy a non-discounted device from AT&T and activate a FirstNet Mobile-Pooled Plan will receive the applicable credit monthly, at the point of service activation. For the avoidance of doubt, Government Users who buy a discounted device from AT&T or receives an upgrade prior to twenty-four (24) consecutive months of service will not receive the applicable credit. Available per line, per Government User.

FirstNet Mobile-Unlimited Plans for Primary Users

FirstNet Mobile – Unlimited Data Plans are unavailable to American Samoa Territory subscribers

Rate Plan	Description	GSA Catalog Price – Monthly Service Charge
Primary User Unlimited Enhanced for Smartphones	Unlimited Talk, Text, Data, Mobile Hotspot & Tethering	$44.99
Primary User Unlimited Standard for Smartphones	Unlimited Talk, Text & Data	$39.99
Primary User Unlimited for Data-only devices[1]	Unlimited Data, Mobile Hotspot & Tethering	$40.00
Primary User Unlimited for Connected Wearables[2]	Unlimited Talk, Text & Data	$25.00

FirstNet eligibility: FirstNet devices or FirstNet rate plans are only available to authorized users of agencies and organizations that meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26).

Eligibility must be determined for each Primary User and Extended Primary User prior to the activation of a FirstNet device or FirstNet rate plan

[1]Eligible data-only devices: Tablets, laptops, LaptopConnect / aircards, netbooks, mobile hotspot devices, and select other data-only devices. FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile Pooled plans.

[2] Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

[3]Territory Subscribers

General Terms and Conditions
Premier Services see Terms and Conditions
FirstNet Mobile-Pooled Plans and FirstNet Mobile-Unlimited Plans Terms and Conditions for Primary Users

11.2 FIRSTNET MOBILE-POOLED AND FIRSTNET MOBILE-UNLIMITED PLANS FOR EXTENDED PRIMARY USERS

FirstNet Mobile-Pooled Plans for Extended Primary Users
All smartphone and feature phone plans include Unlimited Talk & Text s in the Domestic U.S. and Its Territories.

Rate Plan		GSA Catalog Price – Monthly Service Charge						
	Add-a-Line [9]	2GB	5GB	10GB	50GB	100GB	500GB	1,000GB
Extended Primary User Pooled Data for Smartphones[1, 4, 5, 6]	$39.00	$48.50	$61.00	N/A	$247.00	$432.00	$1,937.00	$3,702.00
Extended Primary User Pooled Data for Feature phones[2, 4, 5, 6]	$22.99							
Extended Primary User Pooled Data for Data-only devices[1, 3, 4, 6]	$22.00	$31.50	$44.00	$65.00	$230.00	$415.00	$1,920.00	$3,685.00
Extended Primary User Pooled Data for Connected Wearables[7, 8]	$20.00							

FirstNet eligibility: FirstNet devices or FirstNet rate plans are only available to authorized users of agencies and organizations that meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26). Eligibility must be determined for each Primary User and Extended Primary User prior to the activation of a FirstNet device or FirstNet rate plan.

Data Overage: Pay-per-use rate of $0.000009536/KB applies.

[1]Data added is cumulative to the total data available for the group

[2] For basic and quick messaging phones only

[3] Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect / aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices.

[4] Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.

[5] Includes Unlimited Talk & Text to Canada & Mexico. Pay-per-use rates apply to calls made to all other countries.

[6] Includes no roaming charges in Mexico. Use in Mexico requires disabling of the International Roaming Blocking Feature.

[7] Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

[8] Includes 250MB of pooled data.

[9] Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data.

General Terms and Conditions
Premier Services see Terms and Conditions
FirstNet Mobile - Pooled Plans and FirstNet Mobile - Unlimited Plans Terms and Conditions for Primary Users and Extended Primary Users

AT&T will provide monthly recurring credits of $20 for smartphone plans, $12 for feature phone plans, and $10 for data-only devices and connected wearables under the following terms and conditions; Customer must (a) activate service under the AT&T GSA Contract # 47QTCA19D00MV, (b) activate on a qualified AT&T FirstNet Mobile-Pooled Plan and (c) have been active on an AT&T service plan or FirstNet Mobile Pooled Plan for twenty-four (24) consecutive months. The credits set forth above will begin at the expiration of twenty-four (24) consecutive month period. Government Users that bring their own device or buy a non-discounted device from AT&T and activate a FirstNet Mobile-Pooled Plan will receive the applicable credit monthly, at the point of service activation. For the avoidance of doubt, Government Users who buy a discounted device from AT&T or receives an upgrade prior to twenty-four (24) consecutive months of service will not receive the applicable credit. Available per line, per Government User.

FirstNet Mobile-Unlimited Plans for Extended Primary Users
FirstNet Mobile – Unlimited Data Plans are unavailable to American Samoa Territory subscribers.

Rate Plan	Description	GSA Catalog Price – Monthly Service Charge
Extended Primary User Unlimited Enhanced for Smartphones	Unlimited Talk, Text, Data, Mobile Hotspot & Tethering	$44.99
Extended Primary User Unlimited Standard for Smartphones	Unlimited Talk, Text & Data	$39.99
Extended Primary User Unlimited for Data-only devices[1]	Unlimited Data, Mobile Hotspot & Tethering	$40.00
Extended Primary User Unlimited for Connected Wearables[2]	Unlimited Talk, Text & Data	$25.00

FirstNet eligibility: FirstNet devices or FirstNet rate plans are only available to authorized users of agencies and organizations that meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26).

Eligibility must be determined for each Primary User and Extended Primary User prior to the activation of a FirstNet device or FirstNet rate plan.

[1]Eligible data-only devices: Tablets, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile Pooled plans.

[2] Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

[3] FirstNet Unlimited mobile data plans are unavailable to American Samoa Territory subscribers.

General Terms and Conditions
Premier Services see Terms and Conditions
FirstNet Mobile-Pooled Plans and FirstNet Mobile-Unlimited Plans Terms and Conditions for Extended Primary Users

SIN 517312

12.0 AT&T Dynamic Traffic Management

12.1 AT&T Dynamic Traffic Management – Enterprise

AT&T Dynamic Traffic Management – Enterprise uses Quality of Service ("QoS") network technology to enable qualified enterprise and government customers to receive priority treatment of their mission critical traffic on (not priority access to) the AT&T-owned domestic 4G LTE network for approved business applications.

Rate Plan	GSA Catalog Price – Monthly Service Charge per user
AT&T Dynamic Traffic Management – Enterprise	$10.00

General Terms and Conditions
Premier Services see Terms and Conditions
AT&T Dynamic Traffic Management – Enterprise Terms and Conditions

12.2 AT&T Dynamic Traffic Management – Public Safety

AT&T Dynamic Traffic Management – Public Safety uses quality of service ("QoS") network technology to enable qualified first responder and critical infrastructure customers to experience priority treatment of their mission critical data traffic on, and priority access to, the AT&T-owned domestic 4G LTE network.

Rate Plan	GSA Catalog Price – Monthly Service Charge per user
AT&T Dynamic Traffic Management – Public Safety	$15.00

General Terms and Conditions
Premier Services see Terms and Conditions
AT&T Dynamic Traffic Management – Public Safety Terms and Conditions

INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES
Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!® on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!® and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

[X] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 517312 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

CONUS

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

AT&T Mobility LLC
FEDERAL SOLUTIONS
7229 PARKWAY DRIVE
HANOVER, MD 21076-1317

Voice and Fax# (301) 576-5443
Email - fedmobilitycontracts@att.com

Tax ID# 74-2955068
DUNS# 003548489+7855
CAGE Code 3CLK6

or

AT&T Mobility LLC
c/o Authorized Government Reseller
See Listing

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(301) 576-5443

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 003548489+7855

Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 74-2955068

a. CAGE Code: 3CLK6

b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
517312	per the task order

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other Terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

a. PROMPT PAYMENT: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
b. QUANTITY. None unless otherwise specified in the pricelist.
c. DOLLAR VOLUME. None unless otherwise specified in the pricelist.
d. GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers unless otherwise specified in the pricelist.
e. OTHER. None unless otherwise specified in the pricelist.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

NONE

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000: Special Item Number 517312 – Wireless Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-

addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

   NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1) Manufacturer;
2) Manufacturer's Part Number; and
3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
   1) Time of delivery/installation quotations for individual orders;
   2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
   3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

AT&T Mobility can only activate local service in markets in which it has an FCC license. Services are available seamlessly for user of AT&T Mobility services throughout the United States and its territories, but may be provided through roaming partnerships.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAS)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:
www.att.com_____

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
b. The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
    1) For such period as the laws of the State in which this contract is to be performed prescribe; or
    2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program.

Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132 53)

1. ACCEPTANCE TESTING

Wireless telephones and services can be provided to the government on a 30 day trial period at no charge for the purposes of testing wireless coverage capabilities.

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

12 months from date of purchase free from manufacturer defects.

The warranty shall commence upon the later of the following:

a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

NONE

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

a. Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

No activation fees or termination fees apply to government accounts. Included minutes will vary based on monthly rate plan selected. Promotional minutes and discounts will vary by market and time of order. The government can take advantage of any currently advertised promotion or price plan. Plans can include local calling area minutes or nationwide minutes. Pooled minute plans are also available. Consult the attached full price list for further details and specifications.

b. Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Additional minutes used over and above the number of included minutes will incur a per minute fee. This fee varies based on the plan selected. Domestic long distance calling is free of toll charges. Roaming charges only apply to plans that have a restricted local calling area when the caller places a call outside of that designated area. Nights and weekends are either included in the included minute allotments or free of charge as part of a promotion. This varies by rate plan selected. The only additional fees are for ancillary service features such as text messaging or for federally mandated or cost recovery fees.

c. Describe corporate volume discounts and eligibility requirements.

Discounts off of monthly access fees are already applied to the service plans based on this GSA schedule and the total volume of potential users in the government.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
   1) Cancel the stop-work order; or
   2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
   1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
   2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

   "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
   "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

   An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted.

Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   1) The offeror;
   2) Subcontractors; and/or
   3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:
   Special Item Number 54151S - Information Technology Professional Services

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE

AT&T Mobility National Accounts LLC dba AT&T Mobility provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

2. COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact the Contractor.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREBMENTS
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____ _____
Ordering Activity Date

_____ _____
Ordering Activity Date

BPA NUMBER

_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL/PART NUMBER SPECIAL BPA DISCOUNT/PRICE

_____

_____

(2) Delivery

DESTINATION DELIVERY SCHEDULES/DATES

_____

_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

a. Name of Contractor;
b. Contract Number;
c. BPA Number;
d. Model Number or National Stock Number (NSN);
e. Purchase Order Number;
f. Date of Purchase;
g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
h. Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

AUTHORIZED DEALERS

AT&T Mobility National Accounts LLC
D/B/A AT&T Mobility
POC: Kelly Yarborough
7229 Parkway Drive
Hanover, MD 21076
Phone : (301) 769-1382
Email: ky3184@att.com

DUNS# 604061460

CAGE Code 44EC8

General Terms and Conditions

General Terms and Conditions Version 4.8 January 10, 2011

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 and 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. Certain terms and conditions are set forth in the Enterprise Customers: Additional Service and Equipment Related terms found at att.com/abs-addtl-Terms; product-specific pricing and/or additional product-specific Terms and conditions are set forth in separate product briefs and rate brochures, at wireless.att.com/business center, and/or in other AT&T marketing materials. 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. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular rate plan, AT&T may change their rate plan to one for which they qualify. 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) are 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 -2- 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 containing a SIM 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. Equipment purchased for use on AT&T's system is designed for use exclusively on AT&T's system. Customer agrees that Customer and/or its CRUs won't make any modifications to the Equipment or 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 will pass to Customer upon delivery of the Equipment to the address specified in the order.

4. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to 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. 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 terms and conditions of their respective Attachments found in the "Additional Products, Services, Equipment and Programs" section of the Program Website, as such 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 -3- 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. Customer may from time to time subscribe to services, features or software applications provided by third parties including, but not limited to, (a) operator services, (b) loss protection, (c) fleet tracking, field service, sales force automation and other software-based features and applications, and (d) messaging, email, email forwarding or other server software-based services (collectively, "Supplemental Services"). Customer acknowledges that access to such Supplemental Services typically requires a separate licensing or other agreement between Customer and the third party and that Customer is also subject to the terms and conditions of that agreement.

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 Taxes (as defined below), administrative and late payment fees, restoral and reactivation charges, and any Regulatory Cost Recovery Fee and other surcharges. 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 Taxes. Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on Customer, CRU, AT&T or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network. 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.

5.1.2 Regulatory Cost Recovery Charge. In addition to other charges, AT&T may assess a Regulatory Cost Recovery Charge, which is a monthly charge with respect to each CRU, that is created, assessed and collected by AT&T to help defray AT&T's costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for customer-based and revenue-based State and local assessments on AT&T. These are not taxes or government-required charges. AT&T may change the amount of the Regulatory Cost Recovery Charge without notice.

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 -4- 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. AT&T may bill Customer in a format as AT&T determines from time to time. Additional charges may apply for additional copies of invoices, or for detailed information about Customer's usage of Services. 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. 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 IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT 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 FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT 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 -5- NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. 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. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. 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, RIM) 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 only to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its roaming partners' wireless networks 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 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 Sales Information 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.

5.5 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). Customer will pay AT&T a late payment fee equal to the lesser of up to 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 refers 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, -6- 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 term or condition of this

Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with the terms and conditions of §6.2 below.

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). If the Agreement includes a Termination Charge in lieu of Cancellation Fees, then (a) upon termination resulting from Customer's default under §6.1 above, Customer must pay AT&T the Termination Charge; and (b) upon termination resulting from AT&T's default under §6.1 above or upon termination under §6.3 above, Customer will not be required to pay the Termination Charge. 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 -7- 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 TWENTY FOUR (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;

  (ii) BREACH OF §12 (Publicity and Advertising) OR §13.6 (Confidential Information); OR

  (iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(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 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. The parties agree to exercise their best efforts to settle any dispute arising out of or related to this Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in New York, New York. The parties shall, within (twenty) 20 days of the issuance of a written notice of intent to arbitrate, as provided by the Rules, jointly select one (1) independent arbitrator licensed to practice law and familiar with the wireless telecommunications industry. If the parties cannot agree on an arbitrator within

the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq, governs the interpretation and enforcement of this provision. In the event of a conflict between the FAA and the Rules, the FAA shall govern. In no event shall the arbitrator have the authority to make any award that is in excess of or contrary to what the Agreement provides. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If Customer is a Puerto Rico customer and AT&T cannot resolve the issue, in addition to binding arbitration, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of the grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941-; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtpr.gobierno.pr, in addition to using binding arbitration or small claims court to resolve the dispute.

10. No Class Actions. All claims between AT&T and Customer related to this Agreement will be litigated individually, and Customer will not consolidate or seek class treatment for any claim unless previously agreed to in writing by AT&T.

11. Use of Service.

11.1 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.

11.2 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.

11.3 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,

11.4 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. Neither Customer nor any of its Affiliates may 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.

11.5 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.

11.6 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.

11.7 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

11.8 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.

11.9 American Recovery and Reinvestment Act. Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Service, Equipment and/or Supplemental Services are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Service, Equipment and/or Supplemental Services. Accordingly, the Service, Equipment and/or Supplemental Services provided under this Agreement shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate the provision of any affected Service, Equipment and/or Supplemental Service without further liability or obligation.

12. 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.

13. Miscellaneous.

13.1 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:

13.1.1 "Affiliate" (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of Customer, means and includes an entity controlling or controlled by or under common control with Customer, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

13.1.2 "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.

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

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

13.1.5 "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.

13.1.6 "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.

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

13.1.8 "Service" means commercial mobile radio service, including without limitation Voice Service and Wireless Data Service. For the avoidance of doubt, Service does not include Equipment or Supplemental Services.

13.1.9 "Voice Service" means wireless voice telecommunications services.

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

13.2 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.

13.3 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.

13.4 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.

13.5 Governing Law. This Agreement is subject to applicable federal laws, federal or state tariffs, if any. 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.

13.6 Confidentiality. The terms and conditions of this Agreement are confidential and will not be disclosed by a party to any third party without the other party's prior written consent (except that each party may disclose the terms and conditions of this Agreement to its employees and, in the case of AT&T, its agents and subcontractors, who have a direct need to know the terms and conditions of the Agreement.) Nothing herein will prevent AT&T or Customer from supplying such information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles (including, without limitation, statements or disclosures to

such party's lawyers or accountants). Such party will furnish notice thereof to the other party prior to such disclosure unless such disclosure is in response to a lawful requirement or request from a court or governmental agency regarding a criminal inquiry or matter, in which case no prior notice will be required.

13.7 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

13.8 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.

13.9 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

Premier

Premier. AT&T will provide Customer with access to Premier ("Premier") subject to the terms and conditions of this Attachment. Customer must be in compliance with this Agreement to be eligible to access Premier.

a) Access to Premier.
   1. Hyperlink. Customer will create and maintain a hyperlink from its Intranet to Premier (the "Hyperlink"). The Hyperlink must not result in any framing of Premier. AT&T reserves the right to approve the Hyperlink, and Customer will provide an actual representation of the Hyperlink including, without limitation, any text, icons, graphics and design, to AT&T for such approval. Customer may only access Premier through the Hyperlink, and will not access any information other than Service information through Premier. Customer will ensure that its employees comply with the provisions of this paragraph.
   2. Username and Password. AT&T will coordinate with Customer to establish a unique username and password (the "Password") for accessing and using Premier. Customer may modify its username and Password at its discretion. Customer is responsible for maintaining the confidentiality of its Password, and Customer accepts responsibility for all activity that occurs through Premier in connection with that Password. AT&T may rely on the authority of anyone accessing Customer's AT&T account, through Premier or otherwise, using Customer's Password.

b) Privacy and Security. Although the law generally prohibits the unauthorized interception of and/or access to electronic communication, privacy cannot be guaranteed. Customer agrees that AT&T shall not be liable for any unauthorized interception of and/or access to Premier. AT&T's security features include secure socket layer (SSL) encryption technology and password restrictions.

c) Modification. AT&T may, at any time, and in its sole discretion, modify, enhance, discontinue and/or add to Premier and any and all aspects thereof.

d) Disclaimer of Warranties. PREMIER, AND ANY AND ALL ASPECTS THEREOF (INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE, TOOLS, GRAPHICS, DESIGNS, LOOK-AND-FEEL, FEATURES, FORM, FORMAT, INFORMATION AND CONTENT), IS PROVIDED TO CUSTOMER "AS IS." AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING PREMIER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES THAT PREMIER WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS. 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.

e) Additional Limitation of Liability. AT&T will not be liable for any delays in providing information on Premier or any failure of such web site. Notwithstanding anything to the contrary in the General terms and Conditions, Customer's sole and exclusive remedy for any damages, losses, claims, costs and expenses arising out of or relating to Premier will be the termination of Customer's access to Premier.

f) Trademarks. Each party understands and acknowledges that the rights to use all service marks, trademarks, and trade names (collectively, "Marks") of the other party, now owned or hereafter acquired, are the property of the other party, and each party will not use any of the other party's Marks without the other party's specific prior written approval. Each party will comply with all rules and procedures (collectively, the "Rules") pertaining to the other party's Marks prescribed by the other party from time to time. Any use which any party will make of the other party's Marks will inure to the benefit of the other party. Each party acknowledges the validity of the other party's Marks, the other party's ownership thereof, and any and all United States and foreign registrations that have been or may be granted thereon to the other party. Each party will not, either during or after the term of the Agreement, do anything itself, or aid or assist any other party to do anything which would infringe, violate, damage, dilute, cause a loss of distinctiveness, harm, or contest the rights of the other party in and to the other party's Marks. Any unauthorized use by one party of the other party's Marks, or any use by one party not in compliance with the Agreement or the other party's Rules will constitute infringement of the other party's rights and a material breach of the Agreement. Each party acknowledges that it has no rights in or to the other party's Marks except as provided herein and will not acquire any rights in the other party's Marks as a result of any use of the other party's Marks. Each party will immediately discontinue use of the other party's Marks upon: (a) any expiration or termination of the Agreement; (b) any termination of Customer's access to Premier; or (c) written request by the other party. Nothing in the Agreement

gives Customer the right to use any Marks of any third party (including, without limitation, any Marks of Equipment manufacturers).

GSM Business National Pooled Plans Terms and Conditions

EXPLANATION OF RATES & CHARGES

Available only to business customers with a qualified AT&T Mobility business agreement and their respective Corporate Responsibility Users (CRUs) and Individual Responsibility Users (IRUs or Sponsorship Employees). Service is subject to the Business Agreement and, as applicable, the corresponding coverage map, the Service Agreement included with your device, and related materials. See your AT&T Mobility representative for complete details on the plans, features, and program benefits Requires new activation and compatible device. Your device has been manufactured to operate exclusively on our network and cannot be activated with any other wireless carrier. Voice usage is measured during the time you are connected to our system, which is approximately from the time you press the button that initiates or answers the call until approximately the time the first party terminates the call on the AT&T Mobility GSM network or until approximately the time you press the button that terminates the call on any other network. Voice usage for each call is billed in full minute increments with partial minutes rounded up to the next full minute. While on the portion of our network that we own and operate, there is no charge for busy or unanswered calls if you end the call within 30 seconds. We may terminate your service is a majority of minutes in any three month period are used off of the portion of our network that we own and operate. Unused monthly minutes, megabytes and text messages are lost. Availability, timeliness and reliability of service are subject to radio transmission limitations caused by system capacity, system repairs and modifications, your equipment, terrain, signal strength, weather and other conditions. Different rates apply for calling card or credit card calls, international calls or operator assistance. Long distance charges for calls received while roaming are calculated from your home area code to the location where you received the call. Due to delayed reporting between carriers, usage may be billed in a subsequent month and will be charged as if used in the month billed. Not all features, service options or offers are available on all devices, on all rate plans or available for purchase or use in all areas. VoiceInfo, call waiting, three way calling and accessing voicemail will incur airtime or roaming plus applicable long distance charges. Call forwarding usage is charged at the same rate per minute as additional airtime plus applicable long distance charges and will not apply towards your Anytime Minutes. You will be billed for each text message sent from your device, regardless of delivery. With GSM service, you will automatically receive limited access to AT&T Mobility GPRS data service for $0.03 per kilobyte on any domestic GPRS network. Any termination will be effective at the end of the billing cycle in which cancellation occurs and you will be responsible for payment of all fees and costs until that time. We reserve the right to deny porting of any number to another carrier when your service is suspended. The end user's principal residence must be within an eligible AT&T Mobility area. Eligibility requirements, pricing, features and calling areas are subject to change without notice, prior to purchase.

International Services: Certain restrictions and other charges apply. Per minute country rates range from $0.09 per minute to $3.49 per minute. Go to www.AT&T.com/AT&Tworld for rates.

Fees: Except as otherwise provided in your Business Agreement, the following fees apply: Reconnection–$25 per line; 411 INFO–$1.50 per use, plus airtime or roaming and applicable long distance, while on the portion of our network that we own and operate. Not available in Puerto Rico or Alaska. Monthly Regulatory Programs Fee $1.75 per line. Various taxes, surcharges, fees and other assessments (e.g. Universal Connectivity Charge) apply. We have a long-standing policy of protecting customer privacy. You can view our Privacy Policy at AT&T.com/privacy, or ask a sales associate for a copy. Additional Information Regarding Additional Lines: Whenever you add additional lines to share minutes and shareable features you must agree to a new contract term for all lines on your account. Your migration to a non-qualified rate plan or any other termination will result in termination of all lines and applicable termination fees will apply to each. Credit of $10 will appear on your monthly invoice for only your additional lines.

Business National Pooled Plans Terms and Conditions

These rules and restrictions are in addition to the Explanation of Rates and Charges. CRUs and IRUs may activate select phones or devices on GSM National Pooled Plans ("GSM NPPs"); however IRUs may only pool lines on their individual billing account. IRUs may not pool with CRUs' or other IRUs' accounts. CRUs and IRUs may activate select phones or devices on GSM NPPs; however IRUs may only pool lines on their individual billing account. IRUs may not pool with CRUs' or other IRUs' accounts. Subject to these rules, Customer's end users active on any GSM NPP within a single billing account aggregate or "pool" their Included Minutes. A maximum of 1,000 end users can participate in a single billing account pool, and a pool cannot include end users on more than one billing account. End users on GSM NPPs cannot be in a single pool. End users on non-pooling AT&T Mobility rate plans may be included in the same billing account, but none of the pooling benefits apply to the non-pooling end users. Each billing cycle, Included Minutes used are deducted from the billing account pool in chronological order. Once the entire pool of Included Minutes is exhausted from the billing account pool, end users on that pool will be charged their corresponding additional minute rate for each additional minute used. Roaming, feature, included Mobile-to-Mobile Minutes and/or promotional minutes are not included in the billing account pool.

Mobile to Mobile Minutes: may be used when directly dialing or receiving calls from any other AT&T phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks.

Night & Weekend Minutes: Nights are 9 p.m. to 6 a.m. Mon. - Fri.; weekends are 9 p.m. Fri. to 6 a.m. Mon. (based on time of day at switch providing your service).

Government Nation Pooled Plan* Terms and Conditions

When your entire pool of minutes has been retired, additional minutes inside the AT&T Business Pooled Nation plan National Service Area are $0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Night and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. See Explanation of Rates and Charges in this brochure for further details.

AT&T imposes the following charges: a Regulatory Cost Recovery Fee of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by State and Federal telecom regulations, a gross receipts surcharge, and State and Federal Universal Service Charges. These fees are not taxes or government-required charges. Taxes and other fees also apply.

EXPLANATION OF RATES & CHARGES FOR ALL POOLED PLANS LISTED ABOVE

Service is subject to the applicable agreement, coverage maps, corresponding plan, features and promotional brochures, and as applicable, the individual service agreement provided with service. See your AT&T account representative for complete details on the offers described in this brochure. Available only to customers with a qualified wireless business or government agreement ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). Customer's CRUs may activate service on the Business Pooled Nation Plans described in this brochure ("Pooled Plans"). Customer's CRUs on a Pooled Plan aggregate or "pool" their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU uses more than his or her Anytime Minutes it creates an overage with respect to Anytime Minutes ("Over Minutes"). The Pool's Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Overage Minutes, resulting in a monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000 Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Customer may have more than one Pool; however an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T's wireless pooled plans, including but not limited to Business National Pooled Plans and Business Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile -to- Mobile Minutes, Night & Weekend Minutes, and/or any other promotional minutes are not included in a Pool. Consolidated invoicing required. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes and Anytime Minutes.

Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered calls of 30 seconds or longer incur airtime.

Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes.

Nights and Weekends: Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands (if you go to Guam and Northern Mariana Islands, you are roaming). International long distance rates vary. Additional charges apply to services used outside the U.S. and its territories. AT&T reserves the right to terminate your service if less than 50% of your usage over three consecutive billing cycles is on AT&T-owned systems. Customer must (1) use an AT&T GSM dual-band handset programmed with AT&T's preferred roaming database; (2) have a mailing address and live in the immediate geographic area in which subscription is made.

Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. In the event that the conditions of the Plan as described above are violated, AT&T may move subscriber to another calling plan or terminate customer's service. Additional terms and Conditions apply. See Wireless Service Agreement for additional conditions and restrictions.

Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used when directly dialing or receiving calls to and from any other wireless phone number from AT&T within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks.

Terms Applicable to Features: Certain features will not be available in all areas at all times. See applicable brochure or visit att.com/wireless for terms applicable to features including Voicemail, Text/Instant Messaging, Directory Assistance, Mobile to Mobile Calling and MEdia Net. Regular per-minute airtime rates and other charges apply for calls when included features are used.

Government National Plan Terms and Conditions

EXPLANATION OF RATES & CHARGES

Available only to business customers with a qualified AT&T Mobility business agreement and their respective Corporate Responsibility Users (CRUs) and Individual Responsibility Users (IRUs or Sponsorship Employees). Service is subject to the Business Agreement and, as applicable, the corresponding coverage map, the Service Agreement included with your device, and related materials. See your AT&T Mobility representative for complete details on the plans, features, and program benefits Requires new activation and compatible device. Your device has been manufactured to operate exclusively on our network and cannot be activated with any other wireless carrier. Voice usage is measured during the time you are connected to our system, which is approximately from the time you press the button that initiates or answers the call until approximately the time the first party terminates the call on the AT&T Mobility GSM network or until approximately the time you press the button that terminates the call on any other network. Voice usage for each call is billed in full minute increments with partial minutes rounded up to the next full minute. While on the portion of our network that we own and operate, there is no charge for busy or unanswered calls if you end the call within 30 seconds. We may terminate your service is a majority of minutes in any three month period are used off of the portion of our network that we own and operate. Unused monthly minutes, megabytes and text messages are lost. Availability, timeliness and reliability of service are subject to radio transmission limitations caused by system capacity, system repairs and modifications, your equipment, terrain, signal strength, weather and other conditions. Different rates apply for calling card or credit card calls, international calls or operator assistance. Long distance charges for calls received while roaming are calculated from your home area code to the location where you received the call. Due to delayed reporting between carriers, usage may be billed in a subsequent month and will be charged as if used in the month billed. Not all features, service options or offers are available on all devices, on all rate plans or available for purchase or use in all areas. VoiceInfo, call waiting, three way calling and accessing voicemail will incur airtime or roaming plus applicable long distance charges. Call forwarding usage is charged at the same rate per minute as additional airtime plus applicable long distance charges and will not apply towards your Anytime Minutes. You will be billed for each text message sent from your device, regardless of delivery. With GSM service, you will automatically receive limited access to AT&T Mobility GPRS data service for $0.03 per kilobyte on any domestic GPRS network. Any termination will be effective at the end of the billing cycle in which cancellation occurs and you will be responsible for payment of all fees and costs until that time. We reserve the right to deny porting of any number to another carrier when your service is suspended. The end user's principal residence must be within an eligible AT&T Mobility area. Eligibility requirements, pricing, features and calling areas are subject to change without notice, prior to purchase.

International Services: Certain restrictions and other charges apply. Per minute country rates range from $0.09 per minute to $3.49 per minute. Go to www.AT&T.com/AT&Tworld for rates.

Fees: Except as otherwise provided in your Business Agreement, the following fees apply: Reconnection – $25 per line; 411 INFO – $1.79 per use, plus airtime or roaming and applicable long distance, while on the portion of our network that we own and operate. Not available in Puerto Rico or Alaska. Monthly Regulatory Programs Fee $1.75 per line. Various taxes, surcharges, fees and other assessments (e.g. Universal Connectivity Charge) apply. We have a long-standing policy of protecting customer privacy. You can view our Privacy Policy at AT&T.com/privacy, or ask a sales associate for a copy. Additional Information Regarding Additional Lines: Whenever you add additional lines to share minutes and shareable features you must agree to a new contract term for all lines on your account. Your migration to a non-qualified rate plan or any other termination will result in termination of all lines and applicable termination fees will apply to each. Credit of $10 will appear on your monthly invoice for only your additional lines.

Terms **Applicable to AT&T Nation® GSM Plans:** Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of $175 applies if service is terminated before the end of the contract term. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees.

Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Calls placed on networks served by other carriers may take longer to be processed, and billing for these

calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. You may obtain usage information by calling customer service or using one of our automated systems.

Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes.

Nights and Weekends: Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

Unlimited Voice Services: Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

Off-net Usage: If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice it intends to take any of the above actions, and you may terminate the agreement.

Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. See Wireless Service Agreement for additional conditions and restrictions.

Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12 bill period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable.

Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail not included.

Terms Applicable to Features: Certain features will not be available in all areas at all times. See Roadside Assistance welcome letter and/or brochures for full terms and conditions.

Push to Talk: See Push to Talk brochure for coverage and full details.

AT&T Mobile Back-up: For more information including terms and conditions, please see the Smart Solutions brochure or visit att.com/mobilebackup.

Wireless Phone Insurance: The Wireless Phone Insurance program is underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC (formerly lock\line LLC) (Asurion Protection Services Insurance Agency, LLC CA Lic#OD63161), a licensed agent of CNA. May not be available in all states. Claims may be fulfilled with new or refurbished equipment. Each replacement phone is subject to a non-refundable $50 deductible. See a Wireless Phone Insurance brochure for complete terms and conditions of coverage, available at any of our participating locations or att.com/wireless. Eligibility varies by device. terms and Conditions are subject to change.

VoiceDial: See VoiceDial brochure for full details. HBO MobileSM and HBO Family MobileSM are service marks of Home Box Office, Inc. HBO Content © 2007 Home Box Office, Inc. © 2007 AT&T Knowledge Ventures. All rights reserved. AT&T and the AT&T logo are trademarks of AT&T Knowledge Ventures. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Enterprise Site licensing is intended for companies that want to use Enterprise Paging with IRU and consumer users who do not expense back their wireless charges to the company but still want to use Enterprise Paging service for urgent notifications. The Enterprise Site Licensing allows those enterprises to purchase the Enterprise Paging service on a single CRU account and then via a web administration interface apply the service to any AT&T device/account.

Enterprise Site Licensing provides enterprise customers a pack of licenses (seats) to fit the number of users (employees at their company with AT&T services) that need access to enterprise paging functionality. Each feature comes with a set number of licenses, as well as a management tool used by an administrator to manage the Enterprise Paging user accounts, allowing them to use their enterprise paging applications. The administrator (usually the IT/Telecom manager) has the Enterprise Licensing feature added to their service, and one of the seat licenses is automatically provisioned for that user. The administrator is then sent a text message with the login information and URL for the Enterprise Account Management (EAM) tool. The administrator then assigns remaining licenses to other AT&T subscribers via this tool, allowing them to use their enterprise applications with their AT&T devices and service.

The benefit of Enterprise Licensing is that the "Manage Users" section of the EAM web page allows an administrator to add users and then perform a variety of functions to the account. These functions include activate, deactivate, test, and delete. There is also an edit function to update account information.

iPHONE Terms and Conditions

(Including Exhibit A, "Modified iPhone SLA"; and Exhibit B, "Standard iPhone SLA"

General. Pursuant to the terms and conditions of the Contract and these supplemental terms and conditions, Contractor will provide Service for iPhones (the "iPhone Solution") to the Government and its qualified End Users.

Plans. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. The iPhone Solution requires that the End User has an iPhone that is compatible with both the AT&T GSM/GPRS/EDGE network and/or the AT&T 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. iPhone Plans may not be used with other computing devices (including but not limited to iPhone, personal computers, and PC Data Cards) either by SIM card transfer or any other means. Additionally, tethering is prohibited unless the Plan expressly allows it.

2.1 Requirements. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan for iPhone. Use of the 3G iPhone Solution to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Wireless Data Service Plan as AT&T may designate from time to time.

3. **Pricing.** Contractor will provide Service to End Users activated on a qualified iPhone Solution at the prices set forth in the Contract. Contractor will also provide such End Users with any available credit or waived fee set forth in the Contract.
4. **Apple iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to a customized version of Apple's software license agreement for iPhone (the "Modified iPhone SLA"). Government acknowledges and agrees to such Modified iPhone Terms and Conditions set forth below in Exhibit "A". From time to time, Apple may modify its standard iPhone software license agreement, and such modifications may require the Modified iPhone SLA set forth herein to be similarly modified. Government and Contractor hereby acknowledge and agree that under such circumstances, this Contract may need to be modified and that they will cooperate in good faith to reach corresponding mutually acceptable terms and conditions.
5. **Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.
6. **Policies and Processes.** The Government and its End Users must follow the policies and processes established by AT&T to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. More specifically, and without limiting the foregoing, the following processes and procedures must be followed by the Government: (a) each End User must complete the iPhone Solution activation process with his or her Ordering Agency's designated representative; and (b) each End User with the iPhone Solution (whether on a new activation or receiving an existing, active iPhone from another End User) must execute an end user license consent similar in form and substance to that set forth below in Exhibit "B", by which such End User will agree to Apple's then-current, standard iPhone software license agreement, also set forth in Exhibit "B".

Exhibit A to iPhone Terms and Conditions

Modified iPhone SLA

ENGLISH

APPLE INC.

iPHONE SOFTWARE LICENSE AGREEMENT ("License")

1. **General.** For purposes of this License, the terms "you" and "your" refer to the ordering Agency. The software (including Boot ROM code and other embedded software), documentation, interfaces, content, fonts and any data that came with your iPhone ("Original iPhone Software"), as may be updated or replaced by feature enhancements, software updates or system restore software provided by Apple ("iPhone Software Updates"), whether in read only memory, on any other media or in any other form (the Original iPhone Software and iPhone Software Updates are collectively referred to as the "iPhone Software") are licensed, not sold, to you by Apple Inc. ("Apple") for use only under the terms of this License. Apple and its licensors retain ownership of the iPhone Software itself and reserve all rights not expressly granted to you.

   Apple, at its discretion, may make available future updates to the iPhone OS software for your iPhone. Updates, may not necessarily include all existing software features, or new features, that Apple releases for newer iPhone models.

2. **Permitted License Uses and Restrictions.**

(a) Subject to the terms and conditions of this License, you are granted a limited, non-exclusive license to use the iPhone Software on a single Apple-branded iPhone. Except as permitted in Section 2(b) below, this License does not allow the iPhone Software to exist on more than one Apple-branded iPhone at a time or on any other phone, and you may not distribute or make the iPhone Software available over a network where it could be used by multiple devices at the same time. This License does not grant you any rights to use Apple proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third party devices and accessories, or third party software applications, for use with the iPhone. Some of those rights are available under separate licenses from Apple. For more information on developing third party devices and accessories for the iPhone, please email madeforipod@apple.com. For more information on developing software applications for the iPhone, please email devprograms@apple.com.

(b) Subject to the terms and conditions of this License, you are granted a limited, non-exclusive license to download the iPhone Software Updates that may be made available by Apple for your model of the iPhone to update or restore the software on any such iPhone that you own or control. This License does not allow you to update or restore iPhones that you do not control or own, and you may not distribute or make the iPhone Software Updates available over a network where they could be used by multiple devices or multiple computers at the same time. You may make one copy of the iPhone Software Updates stored on your computer in machine-readable form for backup purposes only, provided that the backup copy must include all copyright or other proprietary notices contained on the original.

(c) You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the iPhone Software or any services provided by the iPhone Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the iPhone Software). Any attempt to do so is a violation of the rights of Apple and its licensors of the iPhone Software.

(d) By storing content on your iPhone you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The iPhone Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

3. **Transfer.** You may not rent, lease, lend, sell, redistribute, or sublicense the iPhone Software. You may, however, make a one-time permanent transfer of all of your license rights to the iPhone Software to another party in connection with the transfer of ownership of your iPhone, provided that: (a) the transfer must include your iPhone and all of the iPhone Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the iPhone Software, full or partial, including copies stored on a computer or

other storage device; and (c) the party receiving the iPhone Software reads and agrees to accept the terms and conditions of this License.

4. Consent to Use of Non-Personal Data.

(a) Anonymous Diagnostic and Usage Data. You agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic technical, usage, and related information, including but not limited to information about your iPhone, computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the iPhone Software, and to verify compliance with the terms of this License. Apple may use this information, as long as it is collected anonymously in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

(b) Location Data. Apple and its partners and licensees may provide certain services through your iPhone that rely upon location information. To provide and improve these services, where available, Apple and its partners and licensees may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your iPhone, and location search queries. The location data and queries collected by Apple are collected in a form that does not personally identify you and may be used by Apple and its partners and licensees to provide and improve location-based products and services. You agree and consent to Apple's and its partners' and licensees' transmission, collection, maintenance, processing and use of the user's location data and queries to provide and improve such products and services so long as you continue to use the location-based features. You may withdraw this consent at any time by going to the Location Services setting on your iPhone and either turning off the global Location Services seeting or turning off the individual location settings of each location-aware application on your iPhone. Not using these location features will not impact the functionality of your iPhone. Users who elect to use third party applications or services on the iPhone that use or provide location data, should review such third party's terms and privacy policy on use of location data by such third party applications or services.

(c) Video Calls. The video call feature of the iPhone Software ("Video Call") requires Internet access and may not be available in all countries or regions. Your use of Video Call is subject to your compliance with Section 2(e) above and you understand that your iPhone's telephone number will be displayed to the other party on the Video Call, even if you have a blocked number. By using the iPhone Software, you agree that Apple may use and maintain your iPhone's telephone number as a unique account identifier for the purpose of providing and improving the Video Call feature. You may turn off the Video Call feature by going to the Restrictions setting on your iPhone and enabling the Video Calls restriction.

(d) Interest-Based Advertising. Apple may provide mobile, interest-based advertising to you. If you do not want to receive relevant ads on your iPhone, you can opt out by going to this link on your iPhone: http://oo.apple.com. If you opt out, you will continue to receive the same number of mobile ads, but they may be less relevant because they will not be based on your interests. You may still see ads related to the content on a web page or in an application or based on other non-personal information. This opt-out applies only to Apple advertising services and does not affect interest-based advertising from other advertising networks.

At all times your information will be treated in accordance with Apple's Privacy Policy, which is incorporated by reference into this License and can be viewed at: www.apple.com/legal/privacy/.

5. Services and Third Party Materials.

(a) The iPhone Software enables access to Apple's iTunes Store, App Store and other Apple and third party services and web sites (collectively and individually, "Services"). Use of the Services requires Internet access and use of certain Services requires the user to accept additional terms. In order to use this software in connection with an iTunes Store account, the user will have to agree to the latest iTunes Store terms of Service, which you may access and review at http://www.apple.com/legal/itunes/ww/.

(b) You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Apple shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

(c) Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Apple is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third

Party Materials or web sites. Apple, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

(d) Financial information displayed by any Services is for general informational purposes only and should not be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information, location data or any other data displayed by any Services.

(e) You agree that the Services contain proprietary content, information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Apple is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.

(f) In addition, Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone are not available in all languages or in all countries. Apple makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such Services. Apple may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

6. Termination. This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the iPhone Software. Sections 7, 8, 9, 12 and 13 shall survive any such termination.

7. Disclaimer of Warranties.

7.1 If you are a customer who is a consumer (someone who uses the iPhone Software outside of your trade, business or profession), you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about rights, you should contact a local consumer advice organization.

7.2 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE iPHONE SOFTWARE AND SERVICES, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE iPHONE SOFTWARE AND SERVICES PERFORMED BY THE iPHONE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE iPHONE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7.4 APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE iPHONE SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED BY THE iPHONE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE iPHONE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE iPHONE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE iPHONE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES.

7.5 YOU FURTHER ACKNOWLEDGE THAT THE iPHONE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE IPHONE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

7.6 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE iPHONE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. **Limitation of Liability**. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE iPHONE SOFTWARE AND SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE iPHONE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred fifty dollars ($250.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. **Digital Certificates**. The iPhone Software contains functionality that allows it to accept digital certificates either issued from Apple or from third parties. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE WHETHER ISSUED BY APPLE OR A THIRD PARTY. YOUR USE OF DIGITAL CERTIFICATES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO DIGITAL CERTIFICATES. You agree that (a) you will not falsify or misuse any certificate; (b) you will use Digital Certificates for legal purposes only and in accordance with any applicable Certificate Policy, Certificate Practice Statement or other Certificate Authority business practice disclosures; (c) you are solely responsible for preventing any unauthorized user from making use of your Digital Certificates; and (d) you will revoke any certificate that you have reason to believe has been compromised.

10. **Export Control.** You may not use or otherwise export or reexport the iPhone Software except as authorized by United States law and the laws of the jurisdiction(s) in which the iPhone Software was obtained. In particular, but without limitation, the iPhone Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of

Commerce Denied Person's List or Entity List. By using the iPhone Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the iPhone Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

11. **Government End Users.** The iPhone Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12. **Controlling Law and Severability.** This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a consumer based in the United Kingdom, this License will be governed by the laws of the jurisdiction of your residence. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

13. Complete Agreement; Governing Language. This License, as incorporated into the GSA Contract, constitutes the entire agreement between the parties with respect to the use of the iPhone Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing signed by the parties. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.

14. **Third Party Acknowledgements.** Portions of the iPhone Software may utilize or include third party software and other copyrighted material. Acknowledgements, open-source licensing terms and disclaimers for such material are contained in the electronic documentation for the iPhone Software, and your use of such material is governed by their respective terms.

15. **Use of MPEG-4.**

(a) (a) The iPhone Software contains MPEG-4 video encoding and/or decoding functionality. The iPhone Software is licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer for (i) encoding video in compliance with the MPEG-4 Visual Standard ("MPEG-4 Video") and/or (ii) decoding MPEG-4 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from MPEG LA, LLC. See http://www.mpegla.com.

(b) The iPhone Software contains AVC encoding and/or decoding functionality, commercial use of H.264/AVC requires additional licensing and the following provision applies: THE AVC FUNCTIONALITY IN THE iPHONE SOFTWARE IS LICENSED HEREIN ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR AVC VIDEO THAT WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. INFORMATION REGARDING OTHER USES AND LICENSES MAY BE OBTAINED FROM MPEG LA L.L.C. SEE.

16. Yahoo Search Service Restrictions. The Yahoo Search Service available through Safari is licensed for use only in the following countries: Argentina, Aruba, Australia, Austria, Barbados, Belgium, Bermuda, Brazil, Bulgaria, Canada, Cayman Islands, Chile, Colombia, Cyprus, Czech Republic, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Greece, Grenada, Guatemala, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Italy, Jamaica, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Panama, Peru, Philippines, Poland, Portugal, Puerto Rico, Romania, Singapore, Slovakia, Slovenia, South Korea, Spain, St. Lucia, St. Vincent, Sweden, Switzerland, Taiwan, Thailand, The Bahamas, Trinidad and Tobago, Turkey, UK, Uruguay, US and Venezuela.

Exhibit B to iPhone Terms and Conditions

Standard iPhone SLA and End User License Consent

ENGLISH

IMPORTANT: BY USING YOUR iPHONE, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING APPLE AND THIRD PARTY TERMS:

A. APPLE iPHONE SOFTWARE LICENSE AGREEMENT
B. NOTICES FROM APPLE
C. GOOGLE MAPS TERMS AND CONDITIONS
D. YOUTUBE TERMS AND CONDITIONS

APPLE INC. iPHONE SOFTWARE LICENSE AGREEMENT

Single Use License

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING YOUR iPHONE OR DOWNLOADING THE SOFTWARE UPDATE ACCOMPANYING THIS LICENSE. BY

USING YOUR iPHONE OR DOWNLOADING THIS SOFTWARE UPDATE, AS APPLICABLE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE, UNLESS YOU RETURN THE iPHONE IN

ACCORDANCE WITH APPLE'S RETURN POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE iPHONE OR DOWNLOAD THIS SOFTWARE UPDATE. IF YOU DO NOT

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C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Website; Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.
B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.
C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.
D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:
   - sale of access to the Website or its related services (such as the Embeddable Player) on another website;
   - use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
   - the sale of advertising, on the YouTube website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
   - and any use of the Website or its related services (such as the Embeddable player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of competing with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, see our FAQ.)

E. Prohibited commercial uses do not include:
   - uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
   - using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
   - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.

G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.

H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

I. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.

J. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:
   - for your information and personal use;
   - as intended through the normal functionality of the YouTube Service; and
   - for Streaming.

   "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the YouTube Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Service or otherwise as prohibited under this Agreement.

D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Service.
E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.
F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.
G. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. Your User Submissions and Conduct

A. As a YouTube account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any User Submissions.
B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the YouTube Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.
D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.
E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the YouTube Community Guidelines, found at http://www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
F. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

7. Account Termination Policy

A. YouTube will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.
B. YouTube reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene

or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

8. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
   - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
   - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
   - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
   - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
   - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
   - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Shadie Farazian, 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through http://www.google.com/support/youtube. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:
   - Your physical or electronic signature;
   - Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
   - A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
   - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION

OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the taerms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at http://www.youtube.com/t/privacy and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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Exhibit B to iPhone Terms and Conditions (Continued)
End User License Consent

End User License Agreement Signature Block:

I, _____, understand and agree that my use of the Apple iPhone 3GS® and / or iPhone4 is subject to the policies and restrictions established by my employer and the terms and conditions of the attached End User License Agreement.

Signed:

Date:

Employer name:

AT&T Enhanced Push-to-Talk Terms and Conditions

1. **The Service**. Pursuant to the terms and conditions of this contract, AT&T will provide AT&T Enhanced Push-to-Talk ("EPTT" or "Service") as described within this contract, to a qualified subscribing Agency. Not all service features and functionality will be available on some EPTT supported devices. Service performance may vary by device, and is subject to transmission limitations and terrain, system, capacity and other limitations.

1.1 **EPTT Client Software**. The EPTT Client Applicant software must be installed on an End User's EPTT supported device. Use of the service on supported smartphone devices requires download and installation of the Enhanced PTT software. It is possible that other software on the end user's device could impair performance of the EPTT service. The end user must accept the End User License Agreement (EULA) prior to installation of the software.

1.2 **EPTT Supported Devices.** EPTT will be available on a variety of smartphone platforms and ruggedized devices running various operating systems. EPTT service requires use of a supported AT&T wireless device or a Personal Computer running Windows Vista OS or higher ("PC"). A list of supported devices is available at www.att.com/eptt. The User interface and service performance may vary by device. Some features may not be available on some devices.

2. **Terms of the Service**

2.1 **Coverage and Availability.** EPTT is designed to work over an AT&T wireless data network connection. Wireless data coverage is not available in some areas. AT&T mobility coverage maps are available at www.att.com/business/datacoverage. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations.

2.2 **Limitations.** EPTT Services are not intended for use in emergency or critical communications settings, or where end - to-end data in transit encryption is required. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. If the customer uses a custom APN or other firewalled network configuration which does not allow for IPv4 access to the publicly routable addresses of the EPTT servers and the corresponding required network ports, EPTT service will not work. Usage of the Enhanced PTT client for PCs requires that the PC be connected to AT&T's wireless network through an integrated modem/aircard or mobile hotspot device with qualified data plan service.

2.3 **Usage and Billing**. Measured data usage incurred in connection with EPTT will not be charged against the customer's associated data plan. All other data usage will be charged at normal rates.

2.4 **Data Service Requirements.** EPTT service requires a subscription to a qualified AT&T wireless data pay-per-use data service or data rate plan and access to the public Internet. Data service/plan requirements vary by device category. Certain AT&T data plans (e.g. MEdia Net) are not eligible.

2.5 **International Usage and Domestic Roaming**. Enhanced PTT is designed for use in areas covered by AT&T's domestic wireless data network footprint only. Service is disabled while using international or domestic roaming networks. Customer shall be responsible for compliance with all export/import laws that apply to cross-border transfers of devices, software and technology; Customer is responsible for obtaining its own legal advice regarding countries that are subject to varying levels of U.S. and multinational trade embargoes, which may have an effect on Customer's ability to use the Service or carry a device into a particular country.

2.6 **Compatibility**. Additional hardware, software, subscription, and/or special network connections may be required. EPTT service is not compatible with traditional circuit-switched voice calls or certain other wireless services from AT&T, including, without limitation, voice mail/Visual Voice Mail, Wireless Priority Service, and AT&T Satellite Augmented Mobile service. EPTT service is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms. It is the responsibility of the customer and/or its associated CRUs or IRUs to drive safely and observe all traffic rules.

2.7 **Service Agreement.** EPTT is available only to customers with a qualified AT&T agreement and their respective users. EPTT may not be available for purchase in all sales channels or in all areas. EPTT service can be cancelled at any time. All Agency data usage up to the date service is terminated will be billed.

2.8 **Integration.** EPTT Service is subject to applicable data coverage map(s) and acceptance of the Enhanced PTT software End User License Agreement. See applicable materials for details. AT&T's privacy policy may be viewed at www.att.com/privacy. Additional restrictions may apply. These offers are subject to change.

2.9 **Acceptable Use.** Customer must comply with AT&T's Acceptable Use Policy. AT&T may suspend or limit Customer's use of the Service, if (a) Customer seeks to hack or break any security mechanism of the Service resulting in imminent danger to AT&T's network; (b) Customer's use poses an imminent security or service risk to AT&T or its customers, or subjects AT&T or its customers to immediate danger or exposes AT&T to sanctions,

prosecution, civil action or any other liability; (c) Customer uses the service in a way that disrupts or threatens AT&T's network or other services : (d) AT&T receives notice or otherwise determines that the Customer may be using the Service for any illegal purpose or in a way that violates the law or the rights of a third party; or (e) AT&T determines that providing the Service to Customer is prohibited by law.

In the event of a suspension or limitation hereunder, AT&T will provide commercially reasonable notice where possible, but may in its discretion take action immediately and without notice where necessary to protect the Service, its Suppliers, its network or its other customers. On the termination of the Service for any reason (i) the rights granted to Customer herein, including all licenses to the Property and Confidential Information will terminate and (ii) Customer must immediately cease all use of the Service and the Software, and all other aspects and components of the Service.

2.10 **Protection of Rights.** AT&T or its Suppliers retain all right, title and interest, including, without limitation, all intellectual property rights, in and to the Service and Software. Customer will not, and will not permit any person to (i) reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy, adapt or create derivative works of the Software, including, without limitation, any aspect or portion thereof, source code and algorithms, or (ii) use the Service in any way that will (or will attempt to) intentionally or willfully infringe on any AT&T or third party intellectual property rights; (iii) rent, lease, redistribute, resell or display any part of the Service, (iv) hack or break any security mechanism of the Service or (v) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the Service except as otherwise allowed herein.

2.11 **Privacy.** Customer shall comply with all applicable privacy, consumer data and protection laws, marketing and data best practices, and all laws that apply to collecting, accessing, storing, processing, using, disclosing and securing User data, including any obligations to notify and obtain consents of End Users regarding any Customer access to End Users' personal information. The Service must not be used to conduct unauthorized surveillance.

3. Disclaimer of Warranties; Indemnities; Certain Limitations

3.1 IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT AND THE END USER LICENSE AGREEMENT, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES TO THE FOLLOWING DISCLAIMERS TO THE EXTENT PERMITTED BY APPLICABLE LAW: THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS. AT&T EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICE PERFORMANCE, FEATURES AND FUNCTIONALITY MAY BE UNAVAILABLE, IMPRECISE OR INACCURATE DEPENDING ON SYSTEM, ENVIRONMENTAL, NETWORK AND OTHER CONDITIONS.

3.2 AT&T shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the enhanced PTT.

End User License Agreement for AT&T Enhanced Push-To-Talk

READ CAREFULLY - BY SIGNING THIS AGREEMENT, YOU, AN ENTITY OF THE UNITED STATES GOVERNMENT, ARE AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

BY SIGNING THIS AGREEMENT, YOU AFFIRM THAT YOU DULY HA VE THE AUTHORI TY TO BIND THE ENT I TY TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS LICENSE AND IN THE RELATED AGREEMENTS, AND TO ABIDE BY AND COMPLY WITH THIS LICENSE AND THE RELATED AGREEMENTS.

USE OF THIS SOFTWARE MAY ALLOW YOUR COMPANY/ENTITY TO ACCESS YOUR DEVICE AND TO VIEW AND MANAGE SOFTWARE, TRANSACTIONS, AND INFORMATION ON YOUR DEVICE. IF YOU DO NOT INTEND TO ALLOW THIS ACCESS TO YOUR COMPANY/ENTITY, DO NOT DOWNLOAD AND USE THIS SOFTWARE.

As used herein, "Software" includes, without limitation, any services specific to the Software or Software (excluding, however, your applicable wireless service plan), software code, scripts, interfaces, graphics, displays, text, images, artwork, music or video clips, documentation and other components or content and any updates, modifications or

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6. **EXPORT CONTROLS**. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and you shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By activating or using the Software, you agree to the foregoing and represents and warrant that you are not located in, under the control of, or a national or resident of any restricted country.
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11. **ENTIRE AGREEMENT.** This License, including the documents incorporated herein by reference, constitute the entire agreement with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

12. MISCELLANEOUS. This Agreement is specific to you and you shall not assign or transfer the Agreement or the Software to any third party under any circumstances. This Agreement shall be governed by and construed under the Federal laws of the United States, without regard to the conflict of law's provisions thereof and without application of the United Nations Convention on Contracts for the International Sale of Goods.

Signature by Authorized Official:

_____

_____

Name and Title

Date:

11/09/12

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Data Plan Terms and Conditions

Available to government customers with a valid, eligible Government Agreement and that otherwise meet and maintain the eligibility criteria set forth in this brochure. Only the government customer's corporate responsibility users ("CRUs") may activate phones or devices on the Pooled Data Connect plan. The government customer's individual responsibility users ("IRUs" or "Sponsorship Employees") may not activate phones or devices on this plan. The government customer must utilize consolidated invoicing for its CRUs on this plan. End user invoicing is not available. To pool together, all eligible CRUs must be on the same government customer's billing account, and subscribe to a pooled data plan that has the same monthly service charges and included megabytes. You cannot pool CRUs who are under different billing accounts within your FAN.

Within each government customer billing account, all of the megabytes included in the pooled data plan for each eligible CRU are included in an account-level pool. As data is used, included data is deducted from the account-level pool in chronological order. Once the available pool of included data has been exhausted during each billing cycle for the entire account, CRUs will thereafter be charged for their data use in that billing cycle in accordance with their applicable Pooled Data Connect plan. Additional data usage is not billed to an eligible CRU until such CRU's account-level pool of available included data is used up. End users on non-pooling rate plans may be included on the same corporate billing account as end users on one of the pooled data plans. None of the pooling benefits will apply to non-pooling end users. No more than 1,000 end users may be on the same corporate billing account. Accordingly, if you have more than 1,000 eligible CRUs, they cannot all participate in the same pool.

The Data plan Terms and Conditions plans may only be used with approved, certified devices for the following purposes: (i) Internet browsing, (ii) email, and (iii) intranet access to government intranets, email and other government productivity applications like security and law enforcement, data collection and field inspection). The plans may not be used with server devices or with host computer applications. Such prohibited uses include, but are not limited to, Web camera posts or broadcasts, video streaming, continuous JPEG file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications. The plans may not be used to provide full-time connections, including without limitation, private lines or frame relay.

Global Smart Messaging Suite (GSMS) Terms and Conditions

±Monthly charges begin upon activation, regardless of whether and when the short code is approved for use by other carriers. An AT&T-only short will be provided upon activation for interim use, pending approval of customer's short code by other carriers (up to 12 weeks); provided, however, customer may continue to use the AT&T-only short code subject to the monthly recurring charges set forth in the table above under the heading "AT&T-provided short and long code monthly leasing fees". Per message charges and message deductions incur when the text message (SMS) is sent from or received by the AT&T Global Smart Messaging Suite platform; sent messages incur charges regardless of whether they have been delivered to the recipients. When a group message is sent, AT&T will charge or deduct a message for each individual message sent to each recipient within that group. Any unused portion of included messages in any given month will not carry over to the next month. Customer can change between AT&T Global Smart Messaging Suite Introductory, Standard, Multi-Workgroup and Corporate features at any time, but the change will not take effect until the beginning of the next billing cycle. Not all international SMS destinations are supported; a full and current list can be supplied upon request, contact your AT&T sales representative.

Optional Additional User Licenses

AT&T Global Smart Messaging Suite comes pre-configured with one or more application licenses, including the WebSMS application with features to enable outbound SMS, eMailer+ with features to enable advanced e-mail management, Reporter to enable historical and performance reports, as well as the API licenses for integration with existing company systems. In addition, several advanced application modules are available as follows on the next page.

Important Information

Eligibility and Activation: AT&T Global Smart Messaging Suite application ("GSMS") is a software solution which includes an (i) internet website used for messaging ("Messaging Portal"), (ii) application plug-ins ("Plug-ins"), (iii) application protocols ("Protocols"), (iii) application programming interfaces ("APIs"), (iv) an internet website used to access billing information ("Billing Portal"), (v) cross-carrier SMS aggregation capability ("SMS Aggregation") and (vi) short codes and long codes loaded into the Messaging Portal and Aggregation Platform ("Codes").GSMS is available to AT&T business or government customers ("Customer(s)") that have a valid, eligible AT&T business/government agreement ("Business Agreement") and AT&T Foundation Account Number ("FAN") and government End Users. Individual Responsibility Users ("IRUs") are not eligible. Customer must have a physical address within AT&T's licensed service area. Individual wireless service agreements for Customer's end users may also be required. GSMS cannot be self-provisioned (e.g. through Premier) and must be provisioned and de-provisioned by an AT&T enterprise sales representative. AT&T will designate a Customer FAN to which AT&T will bill all GSMS charges. If such FAN is suspended or cancelled, all GSMS provisioned through such FAN will be disabled. Additional hardware, software, subscription, Internet access from your compatible PC and/or special network connection may be required. May not be available for purchase in all sales channels or in all areas. Short Codes and Long Codes: The carrier approval of a Customer's CSC is required for both U.S. and Canada messaging, Customer must provide its own registered Short Code. The application for carrier approval of a CSC does not guarantee that a participating carrier will accept or implement the CSC or that Customer will be able to use the CSC at all. Non-AT&T Devices/Service: With respect to each text message ("SMS") or e-mail message that Customer sends to an end user with non-AT&T device/service, Customer is responsible for ensuring that Customer, its applicable end users and GSMS complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions. Sending and/or Receiving Messages: GSMS requires internet access to access the Messaging Portal or the Plug-ins, Protocols or APIs used by any Customer application that connects to GSMS. AT&T has no liability to Customer for Customer's inability to access the Messaging Portal or GSMS for reasons beyond AT&T's control. GSMS may only be used to send messages to end users that have been given permission from Customer to send messages. If any messages are attempted to be sent from GSMS to any nonsupported, restricted, blocked or unavailable wireless phone numbers or devices at AT&T or any wireless carrier, such messages will not be delivered. AT&T may delete any SMS or other message that is (a) sent by Customer by means of GSMS from three months after the date on which it was sent; or (b) received by Customer by means of GSMS from twelve months after the date on which it was received. Customer is responsible for managing, maintaining and securing information about individual recipients and group distribution lists used in GSMS. AT&T's privacy policy may be viewed at wireless.att.com/privacy/privacy_policy. It is the end user's responsibility to ensure his/her use complies with Customer's internal IT and security procedures. Customer is responsible for ensuring accurate phone numbers are entered into GSMS address book and group distribution lists, and customer is responsible for removing any unwanted phone numbers from GSMS address book and

group distribution lists. Sender is solely responsible for all content sender transmits through GSMS, and Customer is responsible for safeguarding its access to GSMS. For example, such safeguarding includes, but is not limited to, protecting its account information/ number and using firewall, anti-virus, anti-spam, or similar protective measures, all at Customer's sole cost and expense. Customer must take all reasonable steps to ensure that the password and username of all users authorized by Customer are not disclosed to a third party or compromised in any way. Use of GSMS is subject to the AT&T Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy. Sender cannot use GSMS to transmit any communication that would violate any federal, state or local law, court order or regulation. Customer and its end users must cooperate with AT&T and/or governmental authorities in investigations alleging a violation or prohibited use of GSMS. Emergency Notification: GSMS must not be used for transmitting emergency notifications or using as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property (and first responders should not rely on this GSMS for such situations, in such situations GSMS may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery). HIPAA: If Customer chooses to use GSMS from AT&T to transmit Protected Health Information ("PHI"), Customer must encrypt the data in a manner consistent with the guidelines established by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent that Customer's use of GSMS from AT&T requires AT&T to use or disclose PHI, Customer consents to the terms of AT&T's Business Associate Agreement, located at att.com/businessassociateagreement. International Messages: A complete list of supported destination countries and carriers can be provided by AT&T, contact your AT&T sales representative to request a copy. A compatible device is required to receive text messages. Certain countries and/or carriers within a country may be unavailable. Availability, quality of coverage and Services are not guaranteed. Certain tenure, billing and credit restrictions and additional charges may apply. Marketing Messages: Customer agrees it will not use GSMS to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. Customer will have the burden of proving consent with clear and convincing evidence if a person or entity complains customer did not obtain their consent. Consent cannot be evidenced by third party lists customer purchased or obtained. Customer further agrees it will not use GSMS to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of AT&T's services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/ or terminate your GSMS, including any associated accounts using your GSMS, without notice, as to anyone using GSMS in any manner that is prohibited. AT&T's failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

Limitations: The maximum number of characters of one standard SMS message is 160. Messages will be sent in two or more parts if the characters exceed 160. An end user who receives an email message converted from an SMS (Email-SMS message) can reply to the e-mail-SMS message by using the return mobile phone number that appears on their mobile handset for up to 7 days. After this 7-day period, any messages sent by the end-user to the sender will not be received as the return mobile phone number will be reallocated for use by another email-SMS user. Cellular coverage is not available in all areas. Due to cellular coverage and system limitations, GSMS may not be accessible at all times. AT&T wireless coverage maps are available at wireless.att.com/coverageviewer. Non-AT&T devices/services are not covered by the AT&T networks and additional terms and conditions may apply (refer to your wireless carrier). Coverage is subject to transmission limitations and terrain, system, capacity and other limitations. AT&T does not guarantee the availability, security, reliability, speed of message delivery, or timeliness of message delivery of GSMS, and AT&T makes no Service Level Agreements (SLAs), guarantees or warranties with respect to the performance of GSMS. Delivery time is dependent upon the conditions prevailing at the time of submission and actual delivery and/or delivery within a specific period of time are not guaranteed. When outside coverage, access will be limited to information and applications previously downloaded to or resident on your device. Text messages (SMS) may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including text messages sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked SMS from GSMS. Other messages sent for conversion into text messages (SMS) for delivery to end-users may not be converted and delivered.

This could be due to, for example, a problem with the end-user's Internet connection or e-mail gateway, a problem with the AT&T network, or the end user not having sufficient credit to send a SMS or not having the correct permissions to send a SMS.

Miscellaneous: Complete solution requires third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. By using this GSMS you agree to abide by the terms and conditions of applicable software licenses. Failure to comply with such terms and conditions may result in GSMS termination. Additional terms: Additional GSMS and other terms and conditions apply. GSMS is also subject to customer's Business Agreement, the applicable voice, data and/or text messaging plan brochures and coverage maps. All non-AT&T devices and service used with GSMS will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions. Offer subject to change without notice.

AT&T Global Smart Messaging Suite Attachment Last Revised 7/12/10

1. **AT&T Global Smart Messaging Suite.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide the AT&T Global Smart Messaging Suite solution ("GSMS") to Customer and its qualified users ("End Users"). GSMS is a software solution which includes a (i) Messaging Portal, (ii) GSMS application plug-ins, (iii) GSMS application protocols, (iii) application programming interfaces, (iv) Billing Portal, (v) cross-carrier SMS aggregation capability and (vi) Short Codes and/or Long Codes loaded into the Messaging Portal and aggregation platform.
2. **Software License.** GSMS software, interfaces, documentation, data, and content provided for Customer's eligible equipment, as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or provided subsequently by AT&T, is licensed, not sold, to Customer by AT&T and/or its licensors/suppliers for use only on Customer's eligible equipment. Customer's use of GSMS software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at www.att.com/AcceptableUsePolicy.

   Customer is not permitted to use GSMS software in any manner not authorized by this Agreement. Customer may not (and Customer agrees not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of GSMS Software or any portion thereof. Customer may not rent, lease, lend, sell, redistribute, transfer or sublicense GSMS software or any portion thereof. Customer agrees GSMS software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

   AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, GSMS software at any time without notice and will have no liability for doing so. Customer acknowledges AT&T's GSMS software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.
3. **GSMS Activation and GSMS Deactivation.** Customer may order GSMS Activations and/or GSMS Deactivations by submitting a request form to its AT&T sales representative. Each such GSMS Activation or GSMS Deactivation request must include the proposed GSMS Activation or GSMS Deactivation date, GSMS Feature, the Place of Primary Use, and such other information as may be required by AT&T. GSMS Activation and GSMS Deactivation will typically take approximately 1-2 weeks to complete.

3.1 **GSMS Activations.** Normal activation charges apply to GSMS Activations. AT&T reserves the right to deny a GSMS Activation if the Customer or corresponding Short Code or Long Code appears on AT&T's "service-deny" lists for one of a variety of reasons, including but not limited to, cases where the Customer's Short Code or Long Code has been used for fraudulent purposes. AT&T will notify Customer in such cases with the denial reason. AT&T is not liable to Customer if GSMS Activation, modification or other GSMS request is so denied. AT&T will process GSMS Activation and GSMS Deactivation orders as soon as practicable following receipt of orders properly submitted through Customer's AT&T sales representative.

3.2 **Short Code Activation.** For U.S. and/or Canada messaging to non-AT&T subscribers, the approval of Customer's CSC by other carriers is required and Customer must provide its own registered Short Code. The application for carrier approval of a CSC does not guarantee that a participating carrier will accept or implement the CSC or that Customer will be able to use the CSC at all. CSC approvals can take up to approximately 12

weeks from the time the order is placed to AT&T by Customer, and will vary according to the time required to secure Customer's Short Code approval from each desired carrier.

3.3 **GSMS Deactivations.** GSMS Deactivations occurring mid-month will be charged the full month's Monthly Service Charge. AT&T has the right to unilaterally establish policies regarding the length of time between deactivating and reactivating the same Customer account and Short Code or Long Code.

3.4 **GSMS Features; Additional Terms.** Activation of a qualified GSMS feature is required. GSMS and GSMS features are also subject to the rates, terms and conditions of the GSMS Sales Information, including without limitation GSMS pricing brochure, as may be modified by AT&T from time to time.

4. Billing & Invoicing

4.1 Billing Portal. AT&T will provide Customer with access to a Billing Portal. AT&T will provide initial limited telephonic training in the use of the Billing Portal and initial Billing Portal access to Customer-designated technical representatives for purposes of (i) review of online billing, and (ii) reporting capabilities. Customer may only use the Billing Portal in accordance with and subject to the terms and conditions herein. Customer must supply all its own computer equipment, peripherals, Internet service, software and related means at its sole cost and expense. AT&T may reasonably rely on the authority and capacity of any person who executes an order on Customer's behalf and, accordingly, AT&T may rely on the information provided through the Billing Portal. AT&T has no liability to Customer for Customer's inability to access the Billing Portal for reasons beyond AT&T's control.

4.2 **Simplified Invoicing.** AT&T will provide Customer with a separate GSMS Invoice each month. Additional billing detail will be available to Customer via the Billing Portal. On each monthly GSMS Invoice, the final monthly amount billed will be rounded to the nearest cent Messaging logs in the Messaging Web Portal may differ from the messaging logs in the Billing Portal.

5. **Training and Technical Support**.

5.1 **Training.** AT&T will provide limited telephonic training in the use of the Billing Portal and initial Billing Portal access for purposes of (i) online GSMS Activation and GSMS Deactivation, (ii) review of online billing, and (iii) reporting, to Customer-designated technical representatives.

5.2 **GSMS Tier-One Technical Support.** Customer cannot instruct its recipients receiving messages from Customer via GSMS ("Recipients") to call AT&T's Customer Care by dialing 611 or any other carrier's customer care center. Rather, in connection with GSMS, Customer must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage GSMS Tier-One support for its End Users and Recipients. Customer agrees to advise each Recipient receiving messages via GSMS that he or she is not to call carrier customer care centers regarding the GSMS Service.

5.3 **GSMS Tier-Two Technical Support.** AT&T will provide GSMS Tier-Two support to Customer in connection with GSMS. Customer will cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of GSMS. AT&T will not provide GSMS Tier-Two support directly to Customer's Recipients. Customer may escalate GSMS Tier-Two issues to AT&T only after clear identification and isolation of the issue with a reasonable determination that the error lies within AT&T's control.

6. **Default**. If Customer breaches any terms or conditions of this Attachment or the Agreement, then Customer will be in default and, in addition to any other remedies set forth in the Agreement, AT&T may (a) refuse Activation requests, and/or (b) modify or terminate GSMS.

7. Definitions.

7.1 **Billing Portal** means a Portal used to access GSMS billing information.

7.2 **GSMS Activation** means the activation of a Billing Portal account, a Messaging Portal account, and activation of applicable Short Codes and Long Codes associated with and in connection with GSMS.

7.3 **GSMS Deactivation** means modification or deactivation of a Billing Portal and Messaging Portal account and related Short Codes and Long Codes associated with and in accordance with GSMS. A&T Global Smart Messaging Suite Attachment 07122010

7.4 **GSMS Invoice** means a consolidated, electronic monthly invoice for all GSMS Application charges, together with a simplified electronic bill aggregating usage across all Customer's GSMS End Users, including, without limitation, a statement of the total amount due and owing.

7.5 **Long Code** means a string of numeric characters (usually a 10-digit phone number) that are interoperable across communication service providers in other countries that are participating in the corresponding messaging services.

7.6 **Messaging Portal** means a Portal used for GSMS messaging.

7.7 **Portal** means a custom World Wide Web portal, provided via a specialized URL, through which Customer's authorized representatives may conduct GSMS management.

7.8 **Short Code (or Common Short Code or CSC)** means a string of numeric characters that are interoperable across communication service providers in the United States or Canada that are participating in the corresponding CSC services.

7.9 **Short Messaging Service (SMS)** means a mobile communication service allowing a means of sending short text messages of up to 160 characters to and from SMS-enabled mobile handsets.

7.10 **GSMS Tier One** means internal support of first-line technical issues that may arise in connection with GSMS including, but not limited to software or application utilization, and any other such issues not specifically described as a GSMS Tier-Two issue.

7.11 **GSMS Tier Two** means technical support limited to: (i) GSMS errors, and (ii) GSMS environment engineering

Wireless Priority Services Terms and Conditions

Important Information

Wireless Priority Service (WPS) is only available to individuals authorized by the Office of the Manager National Communications System (NCS). WPS is only available on a limited portion of the AT&T owned and operated GSM network; visit wps.ncs.gov and contact your AT&T representative for complete details regarding availability. WPS provides end users with the ability to be put on a queue for the next available resource ahead of end users without WPS. AT&T makes no assurances regarding waiting times associated with WPS, nor can AT&T ensure that WPS calls will be connected. If you use WPS, AT&T is required to share your WPS call usage information with the NCS and its authorized agents. The WPS charges, including the $0.75/minute charge, are all in addition to the charges associated with your AT&T plan. All rates, terms and conditions of your plan apply. See applicable service agreement, corresponding plan brochure, and related printed materials for complete details. Contact your AT&T representative for complete details on WPS.

Fleet Complete Terms and Conditions

Activation of an eligible AT&T wireless rate plan on a compatible device is required. These products may not be available for purchase in all areas or through all channels. Coverage is not available in all areas. Availability, security, speed, timeliness, accuracy and uninterrupted use of service are not guaranteed. Not all features are available on all devices. A compatible device is required for some features including GPS or a GPS derived location information. Activating data blocking features will result in Cell ID or Enhanced Cell ID location information only. Fleet Complete® Services from AT&T are subject to the software license agreement. Additional hardware, software, services, internet access and/or special network connection may be required. AT&T's privacy policy may be viewed at www.att.com/privacy.

Complete Innovations

End User License Agreement for Courier Complete™ and Fleet Complete™

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE INSTALLING OR ACCESSING AND USING THE COMPLETE INNOVATIONS SOFTWARE PROGRAM (THE "SOFTWARE") ASSOCIATED WITH THIS AGREEMENT.

SIGNING THIS AGREEMENT INDICATES ACCEPTANCE OF AND AGREEMENT TO, AND LEGALLY BINDS YOU, YOUR EMPLOYER (COLLECTIVELY THE "YOU" OR "CLIENT") AND COMPLETE INNOVATIONS USA INC., ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATE, COMPLETE INNOVATION INC. (COLLECTIVELY "CI") TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT THEN EITHER DO NOT DOWNLOAD, INSTALL, ACCESS OR OTHERWISE USE THE SOFTWARE.

THE RIGHT TO USE THE SOFTWARE IS CONDITIONAL UPON ACCEPTANCE OF THIS AGREEMENT, UNLESS YOU HAVE ENTERED INTO A WRITTEN AND DULY SIGNED LICENSE AGREEMENT WITH CI, IN WHICH CASE SUCH SIGNED LICENSE AGREEMENT WILL GOVERN THE CLIENT'S USE OF THE SOFTWARE.

1. SCOPE AND LEGAL EFFECT

This is a legal agreement concerning your use of the Software described below. The rights granted to the Software are expressly conditioned upon acceptance of the terms and conditions contained herein by the legal entity acquiring the license and, if applicable, responsible for payment. If You are using the Software as an employee, the legal entity that employs you is the licensee of the Software and is referred to herein as the "Client". Your employer may have already accepted a version of this Agreement by signing an Order referencing this Agreement.

2. DEFINITIONS

2.1 In this Agreement or in any Order relating to the Software governed by this Agreement, the following terms shall have the following meanings respectively:

a) "Documentation" means the explanatory user materials supplied by CI with the Software in electronic form.

b) "Effective Date" has the meaning ascribed thereto in Section 4.1 hereof.

c) "Hardware" means any mobile electronic device, mobile phone, mobile data terminal, or mobile asset (including vehicles, trailers or containers), installed modem, related sensors and other equipment or accessories required to use the Software as intended as described in the Documentation.

d) "Order" means CI's invoice or Client's purchase order, provided that it has been accepted by CI or one of its authorized resellers or distributors.

e) "Product" means the Software and the Documentation.

f) "Subscriber" means a Hardware unit connected to a cellular network that transmits location information and other data to the servers running the Software.

g) "Subscription Term" means the license term specified in the Order.
h) "User" means an employee or contractor of Client.

3. LICENSE GRANTS

3.1 Software License. CI hereby agrees to provide Client with the Software and user documentation (the "Documentation") (the Software and the Documentation are hereinafter sometimes collectively referred to as the "Product") and hereby grants to Client a non-exclusive, non-sublicensable, non-transferable right and license, solely during the Subscription Term, to install or access and use the Software, on as many Subscribers for which Client is paying a subscription fee (as specified in one or more Orders), in accordance with the terms of this Agreement, including the following rights and restrictions:

a) You may install or access and use the Software on any computing device, computer terminal, server, Hardware or Subscriber and the Software may be used by an unlimited number of Users, provided that the total number of Subscribers tracked by the Software does not exceed the maximum number of Subscribers for which the Client is paying a subscription fee to CI or one of its authorized resellers or distributors.

b) You may not:

(i) make copies of the Software and Documentation except as permitted in this Agreement;

(ii) reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode the object code for the Software in order to derive the source code form, or decode any passwords or encrypted license or installation keys that have been provided to You by CI in order to enable the execution of the Software on unauthorized equipment, or for any other reason do or attempt to do any of the foregoing, except to the extent the foregoing restriction is expressly prohibited by applicable law;

(iii) assign (by operation of law or otherwise) or transfer this Agreement or Client's interest in or rights under this Agreement, or attempt to do so or enter into any agreement to do so with any other party, without the prior written agreement of CI, and any such assignment or attempted assignment shall be null and void.

(iv) knowingly interfere with service to any of CI's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing;

(v) except as expressly provided herein, or unless expressly authorized by CI in writing, sublicense, distribute, transfer, loan, use, lease or otherwise make available the Software and Documentation, or any part thereof, to any third party; or

(vi) remove any copyright notices, trade-marks, or any other proprietary legends and/or logos of CI or its licensors appearing on the Software or the Documentation.

3.2 Documentation License. Client may, during the Subscription Term, use the Documentation provided by CI to assist Client with the operation and use of the Software solely to support Client's use of the Software as permitted hereunder.

3.3 Evaluation License. If You are evaluating the Software, CI hereby grants to You, free of charge, a non-exclusive, non-transferable, limited-term license (the "Evaluation License") to use the object code version of the Software solely for internal testing and evaluation. You shall not publish any results of benchmark tests run on the Software or disclose its features, errors or bugs to a third party without CI's prior written consent. During the term of the Evaluation License CI shall be under no obligation to provide any technical support; provided however, that CI may in its sole discretion (i) fix reported errors; (ii) provide You with updates to the Software for installation by You; and (iii) provide You with support and consultation concerning the Software and Documentation.

3.4 Reservation of Rights. This Agreement does not constitute a sale of the Software. Client is granted no title, ownership or intellectual property rights in or to the Software or Documentation, in whole or part. All such rights shall remain in CI and/or in licensors to CI of programs provided within the Software. All copies of the Software (but not the media on which the copies are encoded) shall be and remain the property of CI or its licensors. Copyright or other notices marked on the Product must be reproduced by Client on all copies Client makes.

4. TERM

4.1 Term. This subscription license is effective upon the installation of the Software by You (hereinafter referred to as the "Effective Date") and shall remain in effect for the Subscription Term or for as long as the Client continues to pay the applicable subscription fees to CI or its authorized reseller or distributor, or for such other term (and on such other terms and conditions relating thereto) as the Client and CI or its authorized reseller or distributor may agree upon in writing.

4.2 Termination.

4.3 Obligations on Termination. Upon the termination of this Agreement, CI will have the right to terminate Client's access to and use of the Product and Client shall forthwith (i) discontinue the use of the Software, (ii) return to CI or destroy all copies of the Software and Documentation, (iii) remove from all computers all copies of the Software, and (iv) certify to CI that it has complied with the requirements of this Section 4.4.

5. LICENSE FEES

5.1 Unless otherwise agreed to in writing by CI, all subscription fees for the Product are based upon the number of Subscribers in use by Client and shall be determined in accordance with the then current CI price list, the authorized reseller's or distributor's price list or such other terms and conditions relating to subscription fees as may be agreed upon by the Client and CI or its authorized reseller or distributor.

5.2 All subscription fees are exclusive of all sales taxes, value-added taxes, Canadian goods and services taxes, and similar taxes, including withholding taxes, customs duties or similar charges. Such taxes and charges shall be incremental to the fees and shall be payable by Client in accordance with applicable law. CI shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-

6. CLIENT REQUIREMENTS AND RESPONSIBILITIES

6.1 Desktop Requirements. Client agrees that desktop or laptop computers that run the Software will have the Windows XP Professional or Windows 7 operating system, the latest .NET framework, a minimum of 2GB of RAM and Internet Explorer 9 or greater (the "Desktop Requirements").

6.2 Desktop Client Installation. Client is responsible for the installation of the client application of the Software on the desktop or laptop computers operating the Software. CI will provide instructions and technical support on how to download and install the client application of the Program on the Client's desktop and laptop computers.

7. CI RESPONSIBILITIES

7.1 Database Backup. A complete backup of the Client's database compiled through the use of the Software will be stored to a file on the CI server every 24 hours. Once every 30 days a copy of the latest complete backup file will be transferred and stored in a fire retardant safe at a secondary site which is a different address from where the production version of Client's database is located.

8. CLIENT CONFIDENTIALITY OBLIGATIONS

The Software, whether provided in source code or object code form, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of CI and/or its licensors (the "Confidential Information"), the unauthorized disclosure of which would cause irreparable harm to CI. Client shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use reasonable efforts to prevent the disclosure of Confidential Information to any third parties. Client shall not use, reproduce or distribute the Confidential Information other than for the purposes authorized by this Agreement. This confidentiality obligation shall continue to apply to the Confidential Information following the termination hereof, provided that the confidentiality provisions contained herein shall not apply to Confidential Information which (i) was known by Client prior to disclosure, as evidenced by its business records; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the confidentiality provisions contained herein; (iii) was disclosed to Client by a third party, provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; or (iv) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, provided that Client shall give all reasonable prior notice to CI to allow it to seek protective or other court orders.

9. LIMITED WARRANTY

9.1 Software Warranty. CI warrants that the Software will perform substantially in accordance with the Documentation or other specifications published by CI for a period of 60 days from the date that the Software is made available to You for download, installation or access, or Your receipt of the Software by Client. CI does not warrant, however, that Client's use of the Software will be uninterrupted, that the operation of the Software will be error-free, that the Software will meet Client's requirements or that all errors will be corrected. If during the

warranty period, as defined above, the Software fails to perform in accordance with the warranty, CI shall use reasonable commercial efforts to correct the failure of the Software to perform in accordance with the warranty. If CI is unable to correct the failure within a reasonable time, the Client may terminate this Agreement and CI shall refund the subscription fees paid by Client to CI for the Software.

9.2 **Warranty Exclusions.** If any modifications are made to the Software by Client during the warranty period then the above warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of the hardware and programs with which the Software is designed to be used as described in the Documentation.

9.3 **No Warranty for Evaluations**. IF CLIENT IS EVALUATING THE SOFTWARE THEN THE SOFTWARE AND DOCUMENTATION IS PROVIDED TO CLIENT BY CI ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND.

9.4 9.4 **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 9, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING BY LAW, USAGE OF TRADE OR COURSE OF DEALING. CI DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE PROGRAM AND THE ACCOMPANYING DOCUMENTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENCY, OR OTHERWISE. CI DOES NOT OTHERWISE WARRANT THAT THE PROGRAM WILL MEET CLIENT'S REQUIREMENTS THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL PROGRAM ERRORS WILL BE CORRECTED.

9.5 **Internet Connectivity Disclaimer.** CI makes the Software available for access via the Internet. Client shall provide, at Client's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Software over the Internet. Client acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Software or performance hereunder. Except as expressly set forth herein, Client agrees that CI is not responsible for any interference with Client's use of or access to the Software to the extent caused by, arising from or attributable to the Internet.

10. IP INFRINGEMENT INDEMNIFICATION

10.1 **CI Indemnity.** CI will defend and indemnify Client (including its employees, contractors, officers and directors) against fines, penalties, losses, costs, damages, injuries, claims, liabilities, settlements and expenses (including reasonable legal fees and expenses) arising from third party claims that the exercise of the rights granted hereunder infringes any third party patent, copyright, or trade secret ("Infringement Claim Liabilities").

10.2 **Conditions to Indemnity.** As a condition of such obligation to defend and indemnify the Client pursuant to Section 10.1 hereof, Client shall give CI prompt written notice of any such claim, and cooperate and provide, at CI's expense, reasonable information and assistance in connection with the defense and settlement of such claims. CI shall have control of the settlement or defense of all infringement claims to the extent permitted by 28 U.S.C. 516.

10.3 **Exceptions.** CI shall not be responsible for indemnifying Client to the extent that the infringement claim liability results
from (i) compliance with Client's designs, specifications, or written instructions as requested and provided by Client to CI; (ii) modification by Client of the Product if such infringement would have been avoided but for such modification; (iii) the combination of Product with equipment or software not authorized or provided by CI or otherwise approved by CI in the Product documentation, if such infringement would have been avoided but for such combination; or (iv) the failure by Client to use an updated or current version of the Product provided by CI following notice by CI that the previous version of the Product infringes any third party intellectual property right.

10.4 **Other Remedies**. Without limiting the provisions of Section 10.1 above, and in addition thereto, when notified of an action or motion that seeks to restrict the exercise of any of the rights granted herein, CI may, (and in the case of a judgment, order or injunction that restricts the exercise of any of the rights granted herein, shall), in good faith, at its option and expense, (a) obtain the right for Client to exercise their rights in accordance with this Agreement, (b) substitute other non-infringing software with equivalent functional capabilities, (c) modify the Software while retaining equivalent functional capabilities, so that it no longer infringes, or (d) if none of the foregoing are

commercially feasible, as determined by CI in its sole discretion, terminate the license(s) for such Software and refund to Customer that portion of any prepaid subscription Fees that is applicable to the period following the termination of the License pursuant to this Section 10.4.

10.5 Exclusive Remedies. SECTION 10 HEREOF CONTAINS CI'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIM LIABILITIES.

11. LIMITATION OF LIABILITY

11.1 Indirect Damages. EXCEPT FOR A BREACH OF SECTION 8 HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING FOR LOSS OF USE, DATA, BUSINESS, LOSS OF GOODWILL, REPUTATION, CREDIT OR PUBLICITY, LOSS OF REVENUE AND INTEREST, PROFITS, OR ANTICIPATED PROFITS AND CLAIMS FOR SUCH DAMAGES BY A THIRD PARTY) RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH DAMAGE WAS REASONABLY FORESEEABLE.

11.2 Direct Damages. CI SHALL ONLY BE LIABLE FOR DIRECT DAMAGES. EXCEPT FOR CLAIMS MADE UNDER SECTION 10 HEREOF, THE TOTAL LIABILITY OF CI FOR ANY CLAIM FOR DIRECT DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT CI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY THE CLIENT TO CI FOR THE SOFTWARE GIVING RISE TO THE CLAIM. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from CI's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. U.S. GOVERNMENT END-USERS

The Software and Documentation is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Software, Plug-in(s) and Documentation consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Software and related Documentation is further restricted by the terms and conditions of this Agreement. Manufacturer is Complete Innovations Inc., 475 Cochrane Dr, Unionville, ON L3R 9R5, Ontario, Canada.

13. EXPORT RESTRICTIONS

The Software and related information are subject to export and import restrictions. By downloading, installing, accessing or using the Software, You are representing and warranting that You are not located in, under the control of, and are not a national or resident of, any country to which the export of the Software or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. You are also representing and warranting that You are not an individual to whom the export of the Software or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Software and related information and You shall comply with any local laws and/or regulations in Your jurisdiction that may impact Your right to export, import, or use the Software or related information, and You represent and warrant that You have complied with any such applicable laws and/or regulations. The Software shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Software or related information.

14. SUPPORT

14.1 Support Terms. Support is included in the license fees and is provided by CI in accordance with its then-current standard support terms, a copy of which can be found at www.completeinnovations.com/support (the "Support Terms"). CI's Support Terms are subject to change from time to time in CI's sole discretion.

14.2 **Exclusions**. CI will only provide technical support for the Product and not in relation to any other supporting hardware or software. CI may assist customer in getting technical support and warranty service for hardware sold by CI or its partners.

15. CUSTOMER'S PURCHASE ORDER

Unless otherwise agreed to in writing by Client and CI or its authorized reseller or distributor, the acceptance of any Order placed by Client for the Software is expressly made conditional upon Client's acceptance of and agreement to the terms and conditions contained herein and in the Order relating to the Software and CI agrees to furnish the Software only upon these terms and conditions and not on the terms and conditions contained in Client's Order. Any terms and conditions contained in Client's Order or other document issued by Client relating to this Agreement that are inconsistent with the terms and conditions hereof are hereby rejected.

16. GENERAL PROVISIONS

16.1 **Non-Disparagement**. Client shall not indirectly or directly, disparage CI or any affiliated company, including after termination of this Agreement.

16.2 **Amendments**. No amendment to any portion of this Agreement shall be binding upon the Parties unless in writing signed by duly authorized officers of both Parties.

16.3 **Assignment.** Neither party may assign the whole or any part of this Agreement without prior written consent by both parties. Notwithstanding the foregoing, either party may assign this Agreement or any of its rights or obligations hereunder to an affiliated entity or to a third party in connection with the sale of all or substantially all of the assigning party's business or assets relating to this Agreement, whether by merger, sale of stock or shares, sale of assets, or otherwise, without the prior written consent of the other party, provided that the assignee agrees to assume all of the assignor's obligations under this Agreement.

16.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, namely the licensing of the software,, and supersedes and replaces any prior verbal agreements or other understandings, whether written or oral between the parties.

16.5 **Further Assurances.** The parties agree to execute such further documents and to perform such further acts, from time to time, as may be necessary or desirable to give full effect to the letter and spirit of this Agreement. Any changes to this Agreement must be authorized and agreed upon by both Parties and documented as amendments to this Agreement.

16.6 **Governing Law**. This License shall be governed by and construed in accordance with the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or the transactions contemplated hereunder.

16.7 **No Waiver.** Any failure by any Party to exercise its rights, powers or remedies hereunder or any delay by such Party in the exercise of any of its rights and remedies hereunder shall not, to the extent permitted by law, operate as a waiver or variation of such or any other right or remedy hereunder.

16.8 **Enurement**. This Agreement shall be binding upon and enure to the benefit of the respective Parties hereto, their heirs or legal representatives, successors and permitted assignees.

Complete Innovations	**[End-User Licensee entity name]**
By:_____	By:_____
Name _____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

MobileIron VSP from AT&T Terms and Conditions

Requirements; Technical Information:

Customer's end users must subscribe to a data plan on a compatible device with Short Messaging Service (SMS) capability. The Virtual Smartphone Platform (VSP) may not be accessible at all times. Availability, security/privacy, delivery and timeliness of information are not guaranteed by AT&T. The VSP software requires a VMware operating environment server or the purchase of a MobileIron appliance from AT&T. Customer is responsible for the configuration of the appropriate Domain Name System (DNS) prior to AT&T installation activities. VSP integration with enterprise public key infrastructure is not included. The VSP is accessed via a Web portal and requires a PC with Internet connection. Improper or incomplete software configuration and/or downloads performed by end user's may result in service interruptions and/or device failures.

Software License Agreement:

MobileIron VSP from AT&T is subject to the software license (found below). Failure to comply with the terms and conditions of the software license agreement may result in termination of the VSP offer. The solution may require use of third-party products and/or services. All intellectual property rights used in providing or arising by virtue of (i) the VSP and (ii) any professional services and related materials provided hereunder are and will be sole and exclusive property of AT&T or MobileIron, as applicable. Neither ownership nor title of such intellectual property will pass to Customer.

Customer Personal Data:

Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the VSP. The term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users. Customer is responsible for providing end users with clear notice concerning Customer's collection, use and protection of Customer Personal Data for end users obtained via the VSP, including, without limitation, end user device location information, and for obtaining end user consent to that collection and use.

Mobile Iron, Inc.
End User License Agreement
(U.S.A. EULA)

This End User Agreement ("Agreement") is made as of _____, 201_ ("**Effective Date**") between Mobile Iron, Inc., a Delaware corporation having a place of business at 415 East Middlefield Road, Mountain View, CA 94043 and any successor in interest or assignee ("**MobileIron**"), and the Customer indicated on the signature lines of this Agreement ("**Customer**").

CUSTOMER AND MOBILEIRON AGREE AS FOLLOWS:

1. Certain Definitions. For purposes of this Agreement:

"Authorized Reseller" shall mean any authorized reseller of MobileIron Software who validly sells Customer a license to the Software subject to the terms and conditions of this Agreement.

"Customer Affiliates" shall mean any entity Controlling, Controlled by or under common Control with Customer.

"Control" and its grammatical variants means (i) a general partnership interest in a partnership, (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (iii) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

"Customer Representatives" shall mean Customer Affiliates, and any employee or contractor of Customer or Customer Affiliates to whom Customer or Customer Affiliates provides a copy of the Software (or any component thereof) for use on behalf of and for the benefit of the Customer (and/or Customer Affiliates) and for Customer's (and/or the Customer Affiliates') internal business purposes, subject to all the terms and conditions of this Agreement.

"Documentation" means the written and/or electronic end user or technical documentation pertaining to the Software that is provided by MobileIron to Customer together with the delivery of the Software.

"Product Schedule" shall mean one or more of the following applicable documents which further define the software and/or hardware products and services licensed or sold (as applicable) to Customer and the licensing parameters, including the Licensed Device Count, License Term, and pricing and payment terms relating to the provision of Software, MobileIron Hardware (if any), Support and Maintenance and/or other services: (a) a product schedule separately executed by the parties which references this Agreement or (b) a MobileIron Invoice or any other ordering documents mutually agreed to and approved by the parties setting forth products, services and licenses mutually agreed upon by the parties (in each case of examples (a) or (b), where products, services and licenses are directly purchased from MobileIron) or (c) an Authorized Reseller Invoice setting forth products, services and licenses agreed upon by Customer and the Authorized Reseller or any other ordering documents agreed to between Customer and Authorized Reseller (where products, services and licenses are purchased indirectly, through an Authorized Reseller); Multiple Product Schedules may apply if additional licenses, products, or services are purchased, provided that unless expressly stated otherwise in a mutually agreed upon Product Schedule, the terms specified in a Product Schedule shall be relevant only to the specific products/services listed on the relevant Product Schedule.

"Licensed Device Count" shall mean the maximum number of registered devices that Customer may have at anytime that are managed/monitored by the Software licensed hereunder; which maximum number shall be based on the license fees paid by Customer and shall be specified on the Product Schedule. For the avoidance of doubt, registered devices are those devices which have loaded device Software and which have not been retired (meaning unregistered).

"License Term" means the term of the license granted with respect to the Software as specified in the relevant Product Schedule; the License Term shall commence upon the delivery of the Software and shall be subject to the termination rights specified herein.

"Software" means the object code version of MobileIron's proprietary computer programs, including any server-side, client-side, virtual machine and/or installer software listed on a Product Schedule, which are delivered to Customer hereunder, and any Documentation, backup copies and Upgrades and/or modifications to any of the forgoing provided to Customer hereunder. For clarity, Software shall also include any evaluation copies or beta copies of MobileIron software provided to Customer under section 3 of this Agreement.

"Upgrades" shall mean any updates, upgrades, enhancements, maintenance releases, bug fixes, error corrections, or modified versions of the Software provided to Customer in connection with this Agreement or any Support and Maintenance Services.

"MobileIron Hardware" shall mean any MobileIron branded hardware that MobileIron furnishes to Customer directly or to an Authorized Reseller for distribution to Customer.

2. **License.** Subject to the terms and conditions of this Agreement, during the License Term, MobileIron grants to Customer (and any Customer Representatives authorized by Customer to use the Software on behalf of Customer and/or Customer Affiliates in compliance with the terms of this Agreement), a non-exclusive, non-transferable and non-sublicensable license to use the object code form of the Software identified on the Product Schedule solely for Customer's and/or Customer Affiliates internal business purposes, and solely in accordance with the relevant Documentation. Customer shall not and shall not permit any Customer Representatives to use the Software in excess of or beyond the feature set(s), License Term, Licensed Device Count, server counts, site(s), and/or other restrictions/limitations described in this Agreement (including the applicable Product Schedule). Customer may also maintain a reasonable number of copies of the Software on its systems for backup and recovery purposes.

3. **Evaluation or Beta License and Terms Specific to Evaluation Copies of Software.** For any evaluation or beta copies of other MobileIron Software provided to Customer after the Effective Date under the terms of this Agreement, the following shall apply (notwithstanding any contrary term specified in any other sections of this Agreement): (A) the license for evaluation or beta copies Software is limited to the evaluation term permitted by MobileIron (or its Authorized Reseller) and only for the limited purpose of evaluating the Software and establishing Customer's desire to purchase licenses to Software; and (B) the evaluation and beta copies of the Software are provided "As Is" without any warranty of any kind; and (C) Customer shall not be entitled to any Support and Maintenance Services or any Upgrades of the evaluation or beta copies of Software; and (D) MobileIron and/or the Authorized Reseller may terminate the evaluation license with five (5) days written notice to Customer and require Customer to promptly return the evaluation or beta copies of the Software and remove all copies of such Software from its systems.

4. **Restrictions**. Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any Customer Representatives to): (i) copy or use the Software or any portion thereof, except as expressly authorized by this Agreement; (ii) use the Software on unauthorized equipment or products (i.e. not identified in Documentation); (iii) modify the Software or create derivative works based upon the Software or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except and only to the extent any foregoing restriction is prohibited by applicable law; (iv) use the Software in any way that is unlawful or in violation in any laws which are applicable to Customer; (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau, SaaS, time sharing basis or otherwise, without the express written authorization of MobileIron; (vi) disclose, provide, or otherwise make available MobileIron Confidential Information regarding the Software in any form to any third party without the prior written consent of MobileIron; (vii) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of MobileIron; or (viii) alter or remove any proprietary notices or legends contained on or in the Software. For the avoidance of doubt, all restrictions specified herein with respect to Software apply to all components (including Documentation). Notwithstanding any of the forgoing, to the extent Software includes any open source libraries/components/applications/user interface/utilities (collectively referred to as "Open Source") and to the extent required by the relevant licensor, such Open Source shall be subject to the relevant Open Source proprietary notices, disclaimers, requirements and/or extended rights which are relevant to the relevant Open Source code (and which will be made available to Customer for review in the copyright notice section of the Software). If the Software makes available cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its end users will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers. There are no implied licenses granted by MobileIron under this Agreement.

5. **Support and Maintenance**. If Customer has paid MobileIron (or an Authorized Reseller) the relevant fees to obtain support and maintenance services directly from MobileIron, then subject to the terms and conditions of this Agreement and the support and maintenance exhibit attached hereto as Exhibit A, MobileIron shall provide the support and maintenance services described in Exhibit A to Customer for the relevant Maintenance Term for which fees have been received by MobileIron. For Customers located outside of North America who have purchased support and maintenance services from an Authorized Reseller, for delivery by such Authorized Reseller (or its agents) and not MobileIron, Customer should contact the Authorized Reseller for terms of support and maintenance services.

6. **Tracking; Device Count Increases; Reporting; Invoice**. At any time during the License Term, if Customer learns that the number of registered devices managed/monitored by the Software **("Actual Device Count")** exceeds the relevant Licensed Device Count or if Customer wishes to increase the Licensed Device Count, then MobileIron (or the Authorized Reseller) shall invoice Customer the incremental license fees and any associated support and maintenance fees due, and after the relevant payment has been received, the Licensed Device Count shall be amended to reflect this change. During the License Term, Customer shall track the number of registered devices which are managed/monitored by the Software, and within thirty (30) days of MobileIron's or its Authorized Reseller's written request, Customer will provide MobileIron or its Authorized Reseller (as relevant) a report, which report shall identify: (i) the total number of active devices onto which the device Software is downloaded as of such date, i.e. the Actual Device Count; and (ii) the number of servers onto which the server Software is downloaded. In order to verify compliance with this Agreement or to verify the report provided hereunder, upon written request to Customer, which request shall not be made more than once per quarter. Customer shall provide MobileIron access to the relevant device inventory data showing the number and type of registered devices and administrative usage logs generated by the Software. MobileIron and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device Count. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional licenses, device counts and services will be based on MobileIron's then-current GSA price list.

7. **Indemnity**. Subject to the terms herein, MobileIron, at its own expense, shall indemnify, defend, and hold harmless Customer, Customer Representatives, and their respective officers and employees ("Customer Indemnitee(s)") from any and all costs, expenses, losses, damages, and settlement amounts paid to settle any third party claims that the Software infringes or violates any third party intellectual property right, provided that Customer Indemnitee(s): (a) gives MobileIron prompt written notice of any such claim; (b) permits MobileIron to control and direct the defense or

settlement of any such claim to the extent permitted by 28 U.S.C. 516, provided MobileIron will not settle any claim which settlement terms requires Customer to admit liability or pay a fee which is not covered by this indemnity without Customer's prior written consent; and (c) provides MobileIron all reasonable assistance in connection with the defense or settlement of any such claim, at MobileIron's cost and expense. Customer may participate in the defense and settlement at Customer's sole expense. If such a claim occurs, or in MobileIron's opinion is reasonably likely to occur, MobileIron, at its expense and at its sole discretion, may, in addition to its indemnification obligations hereunder: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software and refund any license fees paid by Customer corresponding to such Software, pro-rated over a three (3) year period from delivery (unless the License Term is shorter than three years in which case the prorated period shall be equal to the License Term). Notwithstanding the foregoing, MobileIron shall have no obligations under this Section to the extent any infringement claim is based upon or arises out of: (aa) any modification or alteration to the Software not made by MobileIron or its contractors or authorized by MobileIron; (bb) any combination or use of the Software with products or services not approved by MobileIron in writing; (cc) Customer's continuance of allegedly infringing activity a reasonable period after being notified thereof; (dd) Customer's failure to use Upgrades made available by MobileIron; and/or (ee) use of the Software not in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and MobileIron's entire liability, with respect to infringement or violation of third party intellectual property rights.

8. **Ownership**. The Software is licensed and not sold. MobileIron and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Software and all copies or portions thereof, and any derivative works thereof (by whomever created). All suggestions or feedback provided by Customer or its employees or agents (including Customer Representatives) to MobileIron or its Authorized Resellers with respect to the Software shall be MobileIron's property and deemed Confidential Information of MobileIron, and Customer hereby assigns the same to MobileIron. For clarity, Customer has not obligation to provide any suggestions or feedback regarding the Software.

9. **Software Delivery**. MobileIron's policy is to deliver Software to Customer electronically; For MobileIron's accounting purposes, the Software shall be deemed delivered and the term of the license to Software shall commence on the date the Software is delivered to Customer. Upon written request, Customer shall provide MobileIron a "Delivery Acknowledgement Letter" acknowledging delivery of software in a format reasonably requested by MobileIron.

10. **Term and Termination.** The Software license granted herein shall remain effective until terminated or until the License Term expires, whichever is earlier. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated or until the License Term for all Software licensed hereunder expires, whichever is earlier. This Agreement may be terminated (a) MobileIron, in accordance with FAR 52.212-4 (l) and (m), upon thirty (30) days written notice, if Customer materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires and (b) by Customer: (1) upon thirty (30) days written notice, if MobileIron materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires; or (2) effective immediately, if MobileIron ceases to do business, or otherwise terminates its business operations without a successor; or (3) effective immediately, if MobileIron becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days;Upon termination of this Agreement, Customer shall destroy (or at MobileIron's option, return) all copies of Software in its possession or control. Sections 1, 3, 4, 6, 7, 8, 10, 11, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

11. **Confidentiality.** ***"Confidential Information"*** means any non-public data, information and other materials regarding the products, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by one party ("Disclosing Party") to the other party ("Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree that, without limiting the foregoing, the Software and any performance data, benchmark results, and technical information relating thereto, the Documentation, MobileIron's pricing information shall be deemed the Confidential Information of MobileIron. Notwithstanding the foregoing,

Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure. Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Software) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or contractor shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee or contractor with the terms of this Agreement.

12. Limited Warranty; Disclaimer.

Software Warranty. For a period of ninety (90) days from the date of initial delivery of the Software to Customer, MobileIron warrants that the Software materially conforms to its published specifications described in the relevant end user Documentation supplied by MobileIron. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of MobileIron and its suppliers and licensors under this limited warranty will be, at MobileIron's option, repair or replacement of the Software, or if repair or replacement is not possible, to refund the license and any associated support and maintenance fees paid for the non-conforming Software upon the return and removal of all relevant Software from servers and devices.

Malicious Code. MobileIron will use standard industry practices to test the Software delivered or transmitted to Customer hereunder prior to its delivery or transmission for "Malicious Code" and remove any "Malicious Code" it discovers prior to delivery of Software to Customer. Customer will use standard industry practices to test any data or materials (including code) provided or transmitted to MobileIron hereunder (in connection with Support and Maintenance Services or otherwise) and remove any "Malicious Code" it discovers prior to delivery or transmission of such data or materials to MobileIron. "Malicious Code" as used herein shall mean any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of Customer's computer programs or computer systems or destroy or damage Customer data in an unauthorized manner. For clarity, Malicious Code shall not include standard routines in Software which are intended to delete data and are implicit in the standard functionality of the Software, or any standard software bugs or errors handled through support and maintenance, or any license key or other equivalent code which may limit the functionality or scope of the use of the Software to the scope of the license purchased by Customer hereunder.

Hardware Limited Warranty. Customer is aware that Software may only be used on equipment containing and meeting the specifications specified by MobileIron in its Documentation and that Customer may purchase such hardware separately through third parties. If Customer has ordered and received MobileIron Hardware from MobileIron or an Authorized Reseller of MobileIron Hardware, then the warranty and remedies described in Exhibit B shall apply.

Service Warranty. For a period of ninety (90) days from the date of delivery of any service by MobileIron to Customer, MobileIron represents and warrants to Customer that such services provided shall be professional, workman like and performed in a manner conforming to generally accepted industry standards and practices for similar services. MobileIron's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for MobileIron to re-perform the nonconforming services, provided that MobileIron must have received written notice of the nonconformity from Customer no later than ninety (90) days after the original performance of the services by MobileIron.

Restrictions. The express warranties specified above do not apply if the applicable Software, MobileIron Hardware, or any portion thereof: (i) has been altered, except by MobileIron or its' authorized representatives or its contractors; (ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or Documentation ; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is licensed, for beta, evaluation, or testing purposes. Additionally, the warranties set forth herein only apply to the original licensee who

provides notice of a warranty claim within the warranty period specified herein and does not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by MobileIron.

DISCLAIMERS. EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED HEREIN, THE SOFTWARE, MOBILEIRON SERVICES, AND/OR MOBILEIRON HARDWARE ARE PROVIDED "AS IS", AND MOBILEIRON AND ITS LICENSORS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED WITH REGARD TO THE SAME. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY MOBILEIRON, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. FURTHER, MOBILEIRON AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. IN ADDITION, DUE TO CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON/ATTACKING MOBILE DEVICES AND SOFTWARE, MOBILEIRON DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. MOBILEIRON DOES NOT WARRANT THAT ANY SERVICES CONNECTING TO THE SOFTWARE PROVIDED BY THIRD PARTIES OR ANY DATA PROVIDED BY SUCH THIRD PARTIES WILL BE FREE FROM ERRORS OR INTERRUPTIONS OF SERVICE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

13. Limitation of Liabilities. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 2 (LICENSE), SECTION 4 (RESTRICTIONS), SECTION 7 (INDEMNITY), OR SECTION 11 (CONFIDENTIALITY): (a) IN NO EVENT WILL CUSTOMER OR CUSTOMER REPRESENTATIVES OR MOBILEIRON OR MOBILEIRON'S LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY OR MOBILEIRON'S LICENSORS OR SUPPLIERS UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FEES RECEIVED BY MOBILEIRON FROM CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICE (AND IN THE CASE OF CUSTOMER'S LIABILITY EXCEED THE FEES PAID AND DUE TO MOBILEIRON OR ITS AUTHORIZED RESELLER), WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. General

a) **Language**. This Agreement, any disputes hereunder, and all services to be provided hereunder by MobileIron to Customer (if any) shall be conducted and provided in the English language.

b) Third Party Services. Any third party services accessed through the Software (collectively "Third Party Services") are made available to Customer subject to Customer having currently purchased Support and Maintenance Services either from an Authorized Reseller or MobileIron; no additional fees shall be due or charged in connection with the provision of such Third Party Services, however Customer's use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service providers.

c) **Export**. Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply with all such regulations.

d) **U.S. Government End User Purchasers**. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

e) **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the Federal laws of United States, without reference to or application of choice of law rules or principles. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be invalid, void or unenforceable, such portion shall be enforceable to the maximum extent permissible, and the remaining provisions of the Agreement shall remain in full force and effect.

f) **Data Communications; Aggregated Anonymous Statistical Data**. To the extent any personally identifiable data relevant to Customer or Customer Representatives is obtained by MobileIron or communicated to MobileIron by Customer in connection with this Agreement, MobileIron agrees that it (and/or its contractors) will use or disclose any such personally identifiable data received (if any is ever received) only to implement and deliver the features and services associated with the normal use of the Software and to perform its obligations hereunder. MobileIron (and/or its contractors) may collect aggregated, anonymous, statistical data and information about devices and usage activity provided such data and information does NOT contain any information which is identifiable to any individual or Customer ("Aggregated Anonymous Data"), and MobileIron (and/or its contractors) may use, store, analyze, and disclose such Aggregate Anonymous Data. For clarity, Aggregate Anonymous Data shall only include aggregated data or information which is specifically NOT identifiable to any individual or to Customer. Customer understands and agrees that such Aggregate Anonymous Data shall be owned by MobileIron.

g) **Entire Agreement; Modifications**. This Agreement includes the terms herein and the attached exhibits and any terms incorporated herein by reference and any related Product Schedule ("Agreement") and constitutes the entire agreement between the parties with respect to the license of the Software and delivery of support and maintenance services (where relevant) and delivery of MobileIron Hardware (where relevant). Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating the subject matter contained herein. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. Additionally, with respect to any Software licensed hereunder, this Agreement supersedes and cancels any "click wrap" or "click accept" agreement incorporated into such Software. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing executed by both parties.

h) **Illegality**. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

i) **Waiver**. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

j) **Assignment**. This Agreement may not be assigned or transferred without the other party's prior written consent, provided each party expressly reserves the right to assign this Agreement to a successor in interest of all or substantially all of its business or assets. Any action or conduct in violation of the foregoing shall be void and without effect. MobileIron may delegate any of its obligations hereunder, provided it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this Agreement. All validly assigned rights and obligations of the

parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

k) **Legal Fees**. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

l) **Notice**. Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when sent by certified mail (receipt requested), or by courier, or by hand delivery to the other party to the address set forth in the signature lines of this Agreement or other such address provided by the parties from time to time. Such notices shall be deemed to have been effective on the first business day following the day of such delivery.

m) **Basis of the Bargain.** Customer acknowledges and agrees that MobileIron has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

THE PARTIES HERETO have by their duly authorized representatives executed this End User License Agreement.

MOBILE IRON, INC.

	_____
	Customer Formal Company Name
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title_____	Title _____
415 East Middlefield Road Mountain View, CA 94043	_____
_____	_____
Address (principal place of business)	Address (principal place of business)

Exhibit A
MobileIron Support and Maintenance Agreement

This MobileIron Support and Maintenance Agreement ("**SMA**") sets forth the terms and conditions under which MobileIron (or its authorized representative) agrees to provide the **"Support and Maintenance Services"** (as described herein) to Customer for the Software for which support and maintenance services have been purchased (collectively the "Product").

All capitalized terms used herein shall have the meaning set forth in the Agreement, except as otherwise defined herein.

MAINTENANCE TERM AND TERMINATION.

"Maintenance Term" shall be defined as follows: (a) if Customer has purchased a subscription license to Software, then the Maintenance Term for such Software shall be for the duration of the subscription license purchased; or (b) if Customer has purchased Support and Maintenance Services in connection with a perpetual license to Software, then the Maintenance Term for the support of such Software will be twelve (12) months from the delivery of the Software, unless an extended Maintenance Term is purchased, in which case the Maintenance Term will include the extended term identified in the Product Schedule. The Maintenance Term may be renewed by mutual agreement of the parties for additional twelve (12) month periods or any other period mutually agreed to in a Product Schedule (as relevant) (each an additional Maintenance Term), beginning upon the day immediately following the end of the then-current Maintenance Term, provided MobileIron receives payment of the then-current Support and Maintenance Fees required for the renewal term. This SMA shall also terminate: (a) immediately upon termination of the Agreement and (b), in accordance with FAR 52.212-4 (l) and (m), upon thirty (30) days written notice, if Customer materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expiresCustomer may also terminate this SMA at any time for convenience, provided that if Customer terminates this SMA for convenience, the Support and Maintenance Fee paid is not refundable.

PAYMENT. Unless a "Subscription" license is purchased (where the support and maintenance fee is included in the license fee charged), as clearly indicated on the relevant Product Schedule, then payment for the services and rights specified herein ("Support and Maintenance Fee") shall be payable in U.S. dollars and are due within thirty (30) days of Customer's receipt of MobileIron's invoice (if purchased directly from MobileIron). The Support and Maintenance Fee is net of all taxes and duties. Customer agrees to pay all applicable taxes and duties due in connection with the Support and Maintenance Services, other than taxes on MobileIron's net income.

REINSTATEMENT AFTER TERMINATION. If there is a lapse in the Maintenance Term, and Customer does not renew this SMA for a period of time, Customer may renew support and maintenance services based on MobileIron's then-current support and maintenance terms on the GSA Pricelist, subject to payment of then-current Support and Maintenance Fee plus an amount equal to the Support and Maintenance Fees that would have been payable during the period of lapse (as pro-rated for any partial year).

SUPPORT AND MAINTENANCE SERVICES FOR SOFTWARE. Subject to the terms of this SMA, during the Maintenance Term, and provided Customer is current on its obligations to pay the Support and Maintenance Fees due, MobileIron will use commercially reasonable efforts to provide Customer the following "Support and Maintenance Services":

a) **Software Maintenance.** MobileIron will provide the Customer access to all Upgrades of the Software, to the extent created and generally released to other MobileIron customers who purchase Support and Maintenance Services without any additional charge.

b) **Telephone, Email and Web Support.** MobileIron agrees to provide Customer access to MobileIron's customer support personnel via telephone, email, and the web to assist Customer in resolving technical questions regarding the Product and the use of the Product during MobileIron's normal business hours, currently 6 a.m. to 6 p.m. p.s.t. for standard support. Please refer to http://support.mobileiron.com (or such other URL provided by MobileIron from time to time) for specific information concerning telephone and web support business hours.

c) **Software Error Correction; Bug Fixes**. Customer shall document and report all suspected errors or malfunctions of the Software to MobileIron via email or MobileIron's case tracking system, and cooperate with MobileIron in its bug investigation by phone, email, and through MobileIron's case tracking system. MobileIron will provide Customer with a trouble ticket number that Customer will use to track the status of any confirmed error or malfunction in the Software (i.e. any confirmed failure for the Software to meet the MobileIron specifications for the Software)

("Confirmed Error"). MobileIron may close the trouble ticket without further responsibility if Customer does not provide requested feedback to MobileIron within thirty (30) days of receiving a patch or workaround, or if Customer fails to respond to a request for additional information.

LIMITATIONS. MobileIron is only responsible to provide Customer's Designated Support Contacts (described below) with the Support and Maintenance Services described herein. MobileIron shall be responsible for a Confirmed Error in Software, however, MobileIron shall not be responsible for any errors in Software that cannot be reproduced by MobileIron on unmodified Software, or for software, firmware, hardware not supplied by MobileIron, or for information or memory data contained in, stored on or integrated with any Product returned to MobileIron pursuant to this SMA. Services described herein do not include any support of any failure or defect in the Product due to Customer, Customer Representatives or any damage caused by Customer or Customer Representatives from improper storage, accident, abuse or misuse of Product (or any component thereof), or if Product (or any component thereof) has been used or maintained in a manner not conforming to the requirements or suggestions in Documentation or in the Agreement, or if Product (or any component thereof) is used by Customer or Customer Representatives on unsupported platform or hardware or has been altered or modified by Customer or Customer Representative, or has had any serial number removed or defaced. Service or repair of the Product by anyone other than MobileIron (or an authorized representative of MobileIron) will void MobileIron's obligations herein. MobileIron's obligations stated herein shall apply only to the most current release of the Product and the prior release. If MobileIron agrees to remedy any errors or problems not covered by the terms of this SMA, MobileIron may perform such work after receiving Customer's instruction to proceed at MobileIron's then-current standard time and material rates.

CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS. Customer shall appoint up to two (2) individuals who are knowledgeable in the operation of the Product to serve as primary Customer contacts with MobileIron for support calls ("Designated Support Contacts"). All support calls shall be initiated through these contacts. Customer may change its primary or alternate contacts at any time upon written notification to MobileIron. Customer may appoint additional primary contacts upon receipt by MobileIron of the standard fees due for such additional support contacts. Customer may inquire with MobileIron support personnel to obtain the then-current pricing for such additional support contacts. Customer may not share login passwords or other benefits of this SMA with any other persons nor use any software updates or software upgrades or other Services furnished to Customer under this SMA for any product for which Customer has not purchased Services.

THIRD PARTY SERVICES. Product accesses certain third party services ("Third Party Services"). Customer may only access and use such Third Party Services for so long as Customer has a current SMA in place with MobileIron for Software and is current on payment of the Support and Maintenance Fees for such Software. Customer's use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service providers. If during the Maintenance Term a third party provider terminates access to the Third Party Services, then MobileIron will notify Customer of the same, and access to such services will terminate as of the effective date specified by such third party provider. Within thirty (30) days of the notification by MobileIron of the termination of Third Party Services, the Customer may terminate this SMA for convenience (effective no earlier than the date the service access rights are terminated). Upon such termination, Customer shall be entitled to receive a pro-rata refund on any Support and Maintenance Fees paid (if any) for the relevant period remaining in the then-current Maintenance Term. MobileIron shall have no liability to Customer in connection with any termination of such services or the Customer's use of the Third Party Services. All warranties associated with such services are only those directly provided by the third party service provider to Customer.

GENERAL. This SMA is subject to the term and conditions of the Agreement attached hereto (including the disclaimer and limitations on liability described therein). WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT THE AGGREGATE LIABILITY OF MOBILEIRON AND ITS SUPPLIERS AND LICENSORS IN CONNECTION WITH THIS SMA, INCLUDING FOR ANY SERVICES, THIRD PARTY SERVICES, SOFTWARE AND/OR PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE), SHALL NOT EXCEED THE SUPPORT AND MAINTENANCE FEE PAID BY CUSTOMER FOR THE RELEVANT MAINTENANCE TERM. MobileIron may revise the terms of this SMA with sixty (60) days written notice, provided such revision is in connection with a standard change made to its then-current standard support and maintenance terms and such revision only applies to future renewal Maintenance Term (if any).

Exhibit B-Hardware

Hardware Limited Warranty. *If Customer has ordered and received MobileIron Hardware from MobileIron* or an *Authorized Reseller of MobileIron Hardware*, then MobileIron warrants that for a period of twelve (12) months from the date of shipment of the MobileIron Hardware to Customer (but in case of resale by an Authorized Reseller, not to exceed more than fifteen (15) months from original shipment date by MobileIron), that the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of MobileIron Hardware by MobileIron is set forth on the packaging material in which the Hardware is shipped. This limited warranty extends only to Customer. Customer's sole and exclusive remedy and the entire liability of MobileIron and its suppliers under this limited warranty will be, at MobileIron's or its service center's option, to repair the MobileIron Hardware or, if repair is not possible, to replacement of the MobileIron Hardware within the warranty period and according to the RMA procedures described below (the "RMA Procedures"). MobileIron replacement parts used in MobileIron Hardware replacement may be new or reconditioned/ refurbished (like new). MobileIron's obligations hereunder are conditioned upon the return of affected MobileIron Hardware in accordance with MobileIron's or its service center's then-current RMA Procedures.

RMA Procedures: During the warranty period specified above:

a) **Reporting**. Customer shall report suspected malfunctions of the MobileIron Hardware supplied by MobileIron (if any) via email or via phone, and cooperates with MobileIron in its investigation to determine if the MobileIron Hardware fails to meet the specifications for such hardware ("Defective").

b) **RMA Procedure for Defective MobileIron Hardware**. If the MobileIron Hardware is Defective, MobileIron will issue Customer a Return Material Authorization ("RMA") number. Customer will ship the Defective MobileIron Hardware to the address specified by MobileIron, freight prepaid, at MobileIron's cost. MobileIron will ship Customer replacement MobileIron Hardware with freight prepaid for next business day delivery in the United States, unless otherwise mutually agreed by the parties. For all other countries, replacement MobileIron Hardware shall be shipped priority delivery after the RMA number has been issued; please contact MobileIron support for the method and timing of such shipment. In order for MobileIron to be able to ship next business day, the RMA number must be issued no later than 1:00 p.m. P.S.T. during MobileIron's normal business hours. As a condition of MobileIron shipping Customer the replacement MobileIron Hardware prior to Customer returning the Defective MobileIron Hardware, Customer must agree to return the Defective MobileIron Hardware to MobileIron within fifteen (15) business days or Customer will be invoiced for the replacement MobileIron Hardware at MobileIron's then-current list price and Customer agrees to pay such invoice within thirty (30) days of the invoice date. All returned MobileIron Hardware will be the property of MobileIron once MobileIron delivers the replacement MobileIron Hardware to Customer. Replacement MobileIron Hardware may be new, reconditioned/refurbished (like new). MobileIron may in its sole discretion modify the MobileIron Hardware at no cost to Customer to improve its reliability or performance.

MOBILEIRON Connected Cloud Terms and Conditions

AT&T reserves the right to (i) modify or discontinue offering the MobileIron Connected Cloud from AT&T in whole or in part and/or (ii) terminate at any time without cause.

SAAS AGREEMENT FOR MOBILEIRON BASIC CONNECTED CLOUD OR MOBILEIRON CONNECTED CLOUD (NORTH AMERICA, AT&T RESELLER)

This SaaS Agreement for MobileIron Basic Connected Cloud or MobileIron Connected Cloud is made by and between Mobile Iron, Inc., a Delaware corporation having a place of business at 415 East Middlefield Road, Mountain View, CA 94043 ("**MobileIron**") and the Customer indicated on the signature lines of this Agreement ("**Customer**") and is effective as of the effective date indicated below the signature lines of this Agreement ("**Effective Date**").

1. Definitions.

"Ancillary Services" mean all services (other than Cloud Services) to be provided by MobileIron to Customer hereunder, including any training, activation, or other professional services, and maintenance and support services, each of which shall be outlined in an exhibit attached hereto or a Product Schedule or Statement of Work mutually agreed to by the parties.

"**Authorized Reseller"** shall mean AT&T Services, Inc. or an affiliate thereof.

"Cloud Services" means the online, web-based applications and platform which is made accessible to Customer by MobileIron via a designated website provided by MobileIron, which offers the MobileIron mobile device management solution on an outsourced basis and the associated offline Software components delivered to Customer by MobileIron hereunder to be used in connection with such services.

"Customer Affiliate" shall mean any entity controlling, controlled by or under common control with Customer.

"Customer Data" shall mean any data, information, applications, or other items originated by Customer that Customer submits to the Cloud Service.

"Customer Representatives" shall mean any Customer Affiliate and any employee or contractor of Customer or Customer Affiliates to whom Customer (and/or Customer Affiliates) provides access to the Cloud Services (or any component thereof, including Software) for use on behalf of and for the benefit of the Customer (and/or Customer Affiliates) and for Customer's (and/or the Customer Affiliates') internal business purposes, subject to all the terms and conditions of this Agreement.

"Documentation" means the written and/or electronic end user documentation pertaining to the use of Cloud Services and Hardware (as relevant) that is provided by MobileIron either directly or through the Authorized Reseller to Customer together with access to Cloud Services.

"Licensed Device Count" shall mean the maximum number of registered devices that Customer may have at any time that are registered to the Cloud Service; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant Product Schedule. For the avoidance of doubt, registered devices are those devices which have loaded device Software and which have been registered to the Cloud Service and which have not been retired (meaning unregistered).

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"MobileIron Hardware" shall mean any MobileIron branded hardware that MobileIron furnishes to Customer directly or through an Authorized Reseller.

"Product Schedule" shall mean one or more of the following applicable documents attached hereto or referencing this Agreement which outlines the Cloud Services licensed to Customer, the Licensed Device Count, Subscription Term, MobileIron Hardware (if relevant), and any other Mobile Services and pricing and payment terms relating to the same: (a) a product schedule mutually approved by the parties, which is attached hereto as an exhibit (if any) or (b) a MobileIron invoice or other ordering document mutually approved and executed by the parties which references this Agreement; or (c) an Authorized Reseller Invoice or ordering document agreed to between Customer and Authorized Reseller which is based on a valid MobileIron quote to the Authorized Reseller, where the subscription is indirectly purchased from an

Authorized Reseller. Multiple Product Schedules may apply to this Agreement, provided that unless expressly stated otherwise in a mutually agreed upon Product Schedule, the terms specified in a Product Schedule shall be relevant only to the specific items listed on the relevant Product Schedule.

"Software" means the object code version of MobileIron's proprietary computer programs delivered to Customer hereunder for use in connection with the Cloud Services, including the device-side software used on devices registered to the Cloud Service ("Device Software") and any connector software and/or any other server-side software to the extent applicable (e.g. in the case of MobileIron Connected Cloud, MobileIron Sentry Software) (collectively the "Premise Software"), each of which are delivered to Customer hereunder for use in connection with the Cloud Services, and any Documentation, backup copies and updates, upgrades, maintenance releases, or bug fixes to any of the foregoing provided to Customer hereunder.

"Subscription Term" means the term of the subscription specified in the relevant Product Schedule which is subject to the termination and renewal rights described herein.

2. **Rights of Access and Use.** During the Subscription Term, and subject to the terms of this Agreement, MobileIron grants to Customer a non-exclusive right to (a) permit those Customer Representatives authorized by Customer and/or Customer Affiliates to access and use the Cloud Services on Customer's and/or Customer Affiliates' behalf in compliance with the terms of this Agreement, and (b) to install, copy and use Premise Software in connection with Cloud Services in accordance with the Documentation, but solely on systems and hardware owned or controlled or otherwise managed by Customer or Customer Representatives on behalf of and for the benefit of Customer and/or Customer Affiliates, (c) to install, copy and use Device Software in connection with Cloud Services in accordance with the Documentation, but solely on mobile devices used by Customer Representatives on behalf of and for the benefit of Customer and/or Customer Affiliates. Notwithstanding anything else herein, the number of devices Customer and/or Customer Representatives may register to the Cloud Services may not exceed the Licensed Device Count.

3. **Restrictions**. Except as otherwise expressly permitted under this Agreement, Customer agrees that it shall not, nor shall it permit any third party to, (a) use the Cloud Services in excess of or beyond the Subscription Term, Licensed Device Count, licensed functionality, and/or other restrictions/limitations described in this Agreement; (b) make the Cloud Services available to anyone other than Customer Representatives, or sell, rent or lease the Cloud Services or use the Cloud Services for the benefit of any third party (other than Customer Affiliates as permitted herein) in a service bureau or outsourcing capacity; (c) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (d) use the Cloud Services to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein; (f) use the Software on equipment or devices which are not specified in the Documentation; (g) modify, create derivative works based upon, reverse engineer or decompile, decrypt, disassemble the Cloud Services, except and only to the extent any foregoing restriction is prohibited by applicable law; (h) release, publish, and/or otherwise make available to any third party (other than the Authorized Reseller or Customer Representatives) the results of any performance or functional evaluation of the Cloud Services (including the Software) without the prior written approval of MobileIron; (i) alter or remove any proprietary notices or legends contained on or in the Cloud Services (including the Software); or (j) use the Cloud Services in violation of any relevant laws or regulations. The foregoing restrictions with respect to Cloud Services apply equally to any component or portion of Cloud Services. Notwithstanding any of the forgoing restrictions, to the extent Software delivered hereunder includes any open source libraries/components/applications/user interface/utilities (collectively referred to as "Open Source") and to the extent required by the relevant licensor, such Open Source shall be subject to the relevant Open Source proprietary notices, disclaimers, requirements and/or extended rights. If the Cloud Services makes available cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its Customer Representative will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers. No implied licenses are granted by MobileIron under this Agreement.

4. **Customer Responsibilities.** Customer shall (a) be responsible for any action or inaction of Customer Representatives which is in violation of this Agreement, (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer (and Customer Representatives) acquire, upload, transmit and process Customer Data, (c) use commercially reasonable efforts to prevent unauthorized

access to or use of the Cloud Services, and notify MobileIron or Authorized Reseller promptly of any such unauthorized access or use, (d) use the Cloud Services only in accordance with the Documentation and applicable laws and government regulations, (e) make any disclosures to and obtain any consents from Customer Representatives as required by any applicable law, rule or regulation for the use, processing, transfer, disclosure, or access to Customer Data in or for the Cloud Services or as otherwise contemplated by this Agreement; and (f) be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Cloud Services, including, without limitation, computers, computer operating system and web browser.

5. MobileIron Responsibilities.

a) **Activation, Training, and other Ancillary Services.** Subject to the terms of this Agreement, MobileIron agrees to use commercially reasonable efforts to deliver the training, activation or other professional Ancillary Services mutually agreed to by the parties (if any) to the extent such Ancillary Services are outlined/described in an exhibit to this Agreement or a Product Schedule or a statement of work attached to a Product Schedule.

b) **Maintenance, Support, and Service Levels**. Subject to the terms of this Agreement, MobileIron will activate and maintain the Cloud Services and provide the maintenance services outlined on Exhibit A attached hereto.

6. Device Count Increases; Reporting; Invoice. The total subscription fees due to MobileIron or Authorized Reseller, as applicable, hereunder shall be based on the number of devices Customer registers to the Cloud Service. If the number of devices that Customer or Customer Representatives have registered to the Cloud Service ("Actual Device Count") exceeds Customer's then current Licensed Device Count or if Customer wishes to increase the Licensed Device Count, then Customer shall notify Authorized Reseller and Authorized Reseller shall invoice the incremental subscription fees due, and after the relevant payment has been received, the Licensed Device Count shall be amended to reflect this change. Upon written request, Customer will provide Authorized Reseller a report identifying (i) the Actual Device Count; (ii) the copies of and location of the Premise Software maintained; and (iii) any other information reasonably requested by MobileIron or Authorized Reseller at the time as it relates to the use of the Cloud Service and reasonably necessary to determine compliance with the terms of this Agreement. MobileIron and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device Count. The fees charged to Customer for increases in License Device Counts will be based on the then-current Subscription Term pricing as indicated in the GSA Pricelist.

7. Indemnity. Subject to the terms herein, MobileIron, shall defend, and indemnify and hold harmless Customer and Customer Representatives, and their respective officers, directors and employees ("Customer Indemnitees") from any and all costs, expenses, losses, damages, and settlement amounts required to settle, any third party claims brought against Customer Indemnitees that the use of Cloud Service (including without limitation any Software components) as permitted herein infringes, misappropriates or violates any third party intellectual property or other proprietary right, provided that Customer Indemnitees: (a) give MobileIron prompt written notice of any such claim; (b) permit MobileIron to control and direct the defense or settlement of any such claim to the extent permitted by 28 U.S.C. 516; and (c) provide MobileIron all reasonable assistance in connection with the defense or settlement of any such claim, at MobileIron's expense. If such a claim occurs, or in MobileIron's opinion is reasonably likely to occur, MobileIron, at its expense and at its sole discretion, may: (x) procure the right to allow Customer Indemnitees to continue to use the infringing portions of Cloud Service, or (y) modify or replace the Cloud Service or infringing portions thereof to become non-infringing, or (z) if neither (x) nor (y) is available on commercially reasonable terms, terminate Customer's right to use the Cloud Service and refund any prepaid, unused subscription fees received by MobileIron. The remedies set forth in this Section constitute the indemnitees' sole and exclusive remedies, and indemnitor's entire liability, with respect to claims described in this section.

8. Ownership. The Software is licensed and not sold. As between the parties, MobileIron and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Cloud Service and all copies or portions thereof, and any derivative works thereof (by whomever created). All suggestions or feedback provided by Customer (and Customer Representatives) to MobileIron or its Authorized Resellers with respect to the Cloud Services shall be MobileIron's property and deemed Confidential Information of MobileIron, and Customer hereby assigns the same to MobileIron. As between the Parties, Customer exclusively owns all rights, title and interest in and to all Customer Data.

9. Term; Termination.

a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until all Subscription Terms (including any renewal terms) have expired or terminated.

b) **Subscription Start Date.** The Subscription Term shall commence on the date that MobileIron or the Authorized Reseller delivers to Customer all relevant Access Data (i.e. the connector code and the URL and information necessary for Customer to access and use the Cloud Service) ("Activation Date").

c) **Subscription Term; Renewal.** The Subscription Term shall commence on the Activation Date and continue for the Subscription Term specified in the relevant Product Schedule. The Subscription Term shall renew for any additional subscription terms purchased by Customer at the rates based on MobileIron's or Authorized Reseller's then-current GSA price list, as applicable.

d) Reserved.

e) Return of Materials; Survival. Upon termination of this Agreement, all access, rights and licenses granted to Customer hereunder shall terminate, Customer will cease all use of the Cloud Services, and Customer shall remove all Software from its systems and return to MobileIron, any tangible Confidential Information received. Notwithstanding the foregoing, at Customer's request, if received within thirty (30) days of termination of the Agreement, (i) MobileIron will permit Customer to access the Cloud Services solely to the extent necessary for Customer to retrieve applications uploaded to Cloud Services by Customer and (ii) MobileIron will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such thirty (30) day period, MobileIron shall have no obligation to maintain or provide any of Customer Data and shall thereafter, unless legally prohibited, delete all of Customer Data in MobileIron systems or otherwise in MobileIron's possession or under MobileIron control. Upon termination or expiration, Sections 1, 3, 4(a), 4(b), 7, 8, 9, 10, 11, 12 and 13 will survive and remain in effect.

10. Confidentiality. "Confidential Information" means any non-public data, information and/or other material regarding the products, software, services, employees, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by one party ("Disclosing Party") to the other party ("Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, (a) Customer Data shall be deemed the Confidential Information of Customer, and (b) the Cloud Service and any performance data, benchmark results, and technical information relating thereto, and MobileIron's pricing information shall be deemed the Confidential Information of MobileIron. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party; (v) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure. Except as expressly authorized herein, the Receiving Party agrees to: (A) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Cloud Service) or to exercise rights granted to it hereunder; (B) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar Confidential Information, but in no case will the degree of care be less than reasonable care; and (C) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or contractor shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain solely liable for any non-compliance of such employee or contractor with the terms of this Agreement.

11. Limited Warranty and Disclaimer.

Cloud Service Warranties. MobileIron warrants to Customer that the Cloud Services (including the Software) shall perform materially in accordance with the Documentation. Customer must notify MobileIron of any warranty deficiencies with the Cloud Services within thirty (30) days from provision of deficient Cloud Service in order to receive any warranty remedy for such deficiency. For any breach of the forgoing warranty, Customer's exclusive remedy shall be for

MobileIron to correct or re-perform such deficient services, provided that if correction or re-performance in compliance with this warranty is not possible or practical, then Customer shall be entitled to either (A) a pro-rata refund of subscription fees paid to MobileIron for such deficient services, or (B) terminate the Agreement and obtain a refund of the prepaid, unused subscription fees paid to MobileIron.

Ancillary Services Warranties. MobileIron warrants to Customer that all Ancillary Services provided hereunder by MobileIron shall be performed in conformance with any requirements outlined by the parties in this Agreement and otherwise in a manner conforming to generally accepted industry standards and practices for similar services. Customer must notify MobileIron of any warranty deficiencies for Ancillary Services within thirty (30) days from performance of the deficient Ancillary Service in order to receive any warranty remedy. For any breach of the forgoing warranty, Customer's exclusive remedy shall be for MobileIron to correct or re-perform such deficient Ancillary Services, provided that if correction or re-performance in compliance with this warranty is not possible or practical, then Customer shall be entitled to a refund of the relevant fees paid to MobileIron for such deficient Ancillary Services.

Hardware Warranty. Customer is aware that Software may only be used on equipment containing and meeting the specifications specified by MobileIron in its Documentation and that Customer may purchase such hardware separately through third parties. If Customer has ordered and received MobileIron Hardware from MobileIron or an Authorized Reseller of MobileIron Hardware, then the warranty and remedies described in Exhibit B shall apply.

Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not intentionally transmit to the other party or store on the Cloud Services any Malicious Code. If any Malicious Code is transmitted by one party to the other, then such party may remove and return such code to the party which delivered it.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY PROVIDES ANY WARRANTIES OF ANY KIND WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Limitation of Liability. EXCEPT FOR ANY LIABILITY ARISING FROM BREACH OF SECTION 3 (RESTRICTIONS), OR SECTION 10 (CONFIDENTIALITY) OR ANY INDEMNITY OBLIGATION DESCRIBED HEREIN: (a) IN NO EVENT WILL CUSTOMER OR MOBILEIRON OR MOBILEIRON'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE CLOUD SERVICES, MOBILEIRON HARDWARE, ANCILLARY SERVICES OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT TORT OR OTHERWISE), AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY OR MOBILEIRON'S LICENSORS OR SUPPLIERS ARISING IN CONNECTION WITH THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE LESSER OF $500,000.00 OR THE FEES PAID OR DUE TO MOBILEIRON (OR ITS AUTHORIZED RESELLER) FOR THE RELEVANT SERVICE IN THE PRECEDING TWELVE (12) MONTHS. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

13. General.

(a) **Language**. This Agreement, any disputes hereunder, and all services to be provided hereunder by MobileIron to Customer (if any) shall be conducted and provided in the English language.

(b) **Third Party Services**. From time to time, Cloud Services may provide access to certain third party services ("Third Party Services") at no additional charge to Customer. Customer's use and/or access to such Third Party Services shall be limited to those uses and access rights permitted by the third party service providers. If a third party provider terminates access to the Third Party Services, then MobileIron will notify Customer of the same, and access to such services will terminate as of the effective date specified by such third party provider. Within thirty (30) days of the notification by MobileIron of the termination of Third Party Services, the Customer may terminate this Agreement for convenience (effective no earlier than the date the service access rights are terminated). Upon such termination, Customer shall be entitled to receive a pro-rata refund of any prepaid, unused subscription fees paid to MobileIron for

the remainder of the Subscription Term. MobileIron shall have no liability to Customer in connection with any termination of such Third Party Services or the Customer's use of the Third Party Services. All warranties associated with such services are only those directly provided by the third party service provider to users of its services.

(c) **Export**. Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply with all such regulations in connection with any export of Software and Documentation by Customer.

(d) **U.S. Government End User Purchasers**. All components of the Software (including the Documentation) qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software (including the Documentation) with only those rights set forth in this Agreement. Use of the Software (including Documentation) constitutes agreement by the Government that the Software (including Documentation) is "commercial computer software" and "commercial computer software documentation," as relevant, and constitutes acceptance of the rights and restrictions herein.

(e) **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the Federal laws of the United States, without reference to or application of choice of law rules or principles. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

(f) **Customer Data; Aggregated Anonymous Statistical Data.** Customer Data shall be deemed the Confidential Information of Customer and MobileIron agrees that it shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. MobileIron shall not use, process, transfer, disclose or access Customer Data, except (i) as compelled by law or (ii) as expressly permitted herein or by Customer or (iii) to implement and deliver the features and services associated with the normal use of the Cloud Services and/or to perform its obligations hereunder, including support, or (iv) to help Customer prevent or address service or technical problems. MobileIron (and/or its contractors) may collect aggregated, anonymous, statistical data and information about devices and usage activity provided such data and information does NOT contain any information specifically identifiable to any individual or Customer ("Aggregated Anonymous Data"), and MobileIron (and/or its contractors) may use, store, analyze, and disclose such Aggregate Anonymous Data. For clarity, Aggregate Anonymous Data shall only include aggregated data or information which is specifically NOT identifiable to any individual or Customer. Aggregate Anonymous Data shall be owned by MobileIron.

(g) **Entire Agreement; Modifications**. This agreement includes the terms herein and the attached exhibits, and any terms incorporated herein by reference (collectively "**Agreement**") and constitutes the entire agreement between the parties with respect to the licensing of Cloud Services and other Ancillary Services or products delivered by MobileIron hereunder. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating the subject matter contained herein. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing executed by both parties.

(h) **Illegality**. Should any term of this Agreement be declared invalid, void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary to effectuate the original intent and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(i) **Waiver**. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(j) **Assignment**. This Agreement may not be assigned or transferred without the other party's prior written consent, provided each party expressly reserves the right to assign this Agreement to a successor in interest of all or substantially all of its business or assets who agrees in writing to be bound by this Agreement. Any action or conduct in violation of the foregoing shall be void and without effect. MobileIron may delegate any of its obligations hereunder, provided it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this Agreement. All validly assigned rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

(k) **Legal Fees.**

(l) **Notice**. Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when sent by certified mail (receipt requested), or by courier, or by hand delivery to the other party. Such notices shall be deemed to have been effective on the first business day following the day of such delivery.

(m) **Basis of the Bargain**. Customer acknowledges and agrees that MobileIron has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

[Signatures to follow]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE BY THEIR DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS AGREEMENT.

MOBILEIRON, INC.

_____

_____

Signature

_____

Name (Print)

_____

Title

415 East Middlefield Road

Mountain View, CA 94043

_____

Address (principal place of business)

Date:_____

_____

Customer Formal Company Name

_____

Signature

_____

Name (Print)

_____

Title

_____

Address (principal place of business)

Effective

EXHIBIT A
Maintenance, Support, and Service Levels ("SLA")

I. **Service Levels.** Subject to the terms of this Agreement, MobileIron agrees to (a) use commercially reasonable efforts to make the Cloud Services (excluding the offline Software components) available 24 hours a day, 7 days a week, except for: (i) planned downtime (which MobileIron shall schedule to the extent practicable weekdays 9 pm to 12 am Pacific time or on weekends), or (ii) any unavailability caused by circumstances beyond MobileIron's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving MobileIron employees), or Internet service provider failures or delays.

II. **Maintenance Services.** Subject to the terms of this Agreement, MobileIron agrees to provide Customer all updates, upgrades, maintenance releases, bug fixes to the Software, to the extent applicable to the Cloud Services purchased by Customer, to the extent created and generally released by MobileIron without additional charge to other MobileIron customers who have purchased a subscription to such Cloud Services.

III. **Limitations.** Notwithstanding any of the foregoing, MobileIron shall be responsible only for correcting errors in the Cloud Services (including Software). Services described in this Agreement (including Cloud Services and Ancillary Services) do not include, and MobileIron shall not be responsible for, matters beyond MobileIron's reasonable control, or for any failure due to Customer, Customer Affiliates or Customer Representative or their respective equipment or hardware or devices or the network, including failures due to (a) abuse or misuse of Cloud Services (or any component thereof) or (b) use or maintenance of the Cloud Services (or any component thereof) in a manner not conforming to the requirements described in the Documentation or in the Agreement, or (c) use of Software (or any component thereof) on unsupported platform, equipment or hardware or devices or (d) modifications or alterations to the Software by Customer or Customer Representatives. MobileIron makes no representations or warranties regarding data transmissions over the Internet. MobileIron's obligations stated herein shall apply only to the most current release of the Software and the prior release. If MobileIron agrees to remedy any errors or problems not covered by the terms of this SLA, MobileIron may perform such work at its then-current standard time and material rates.

IV. **Support Services.** Customer acknowledges that Authorized Reseller shall be responsible for providing all support for Cloud Services to Customer, including without limitation Tier 1, Tier 2, and Tier 3 support, unless Customer purchases Premium support directly from MobileIron.

Exhibit B
Hardware Warranty

Hardware Limited Warranty. *If Customer has ordered and received MobileIron Hardware from MobileIron* or an *Authorized Reseller of MobileIron Hardware*, then MobileIron warrants that for a period of twelve (12) months from the date of shipment of the MobileIron Hardware to Customer (but in case of resale by an Authorized Reseller, not to exceed more than fifteen (15) months from original shipment date by MobileIron), that the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of MobileIron Hardware by MobileIron is set forth on the packaging material in which the Hardware is shipped. This limited warranty extends only to Customer. Customer's sole and exclusive remedy and the entire liability of MobileIron and its suppliers under this limited warranty will be, at MobileIron's or its service center's option, to repair the MobileIron Hardware or, if repair is not possible, to replacement of the MobileIron Hardware within the warranty period and according to the RMA procedures described below (the **"RMA Procedures**"). MobileIron replacement parts used in MobileIron Hardware replacement may be new or reconditioned/ refurbished (like new). MobileIron's obligations hereunder are conditioned upon the return of affected MobileIron Hardware in accordance with MobileIron's or its service center's then-current RMA Procedures.

RMA Procedures: During the warranty period specified above:

a) Reporting. Customer shall report suspected malfunctions of the MobileIron Hardware supplied by MobileIron (if any) via email or via phone, and cooperates with MobileIron in its investigation to determine if the MobileIron Hardware fails to meet the specifications for such hardware ("Defective").

b) RMA Procedure for Defective MobileIron Hardware. If the MobileIron Hardware is Defective, MobileIron will issue Customer a Return Material Authorization ("RMA") number. Customer will ship the Defective MobileIron Hardware to the address specified by MobileIron, freight prepaid at MobileIron's cost. MobileIron will ship Customer replacement MobileIron Hardware with freight prepaid for next business day delivery in the United States, unless otherwise mutually agreed by the parties. For all other countries, replacement MobileIron Hardware shall be shipped priority delivery after the RMA number has been issued; please contact MobileIron support for the method and timing of such shipment. In order for MobileIron to be able to ship next business day, the RMA number must be issued no later than 1:00 p.m. P.S.T. during MobileIron's normal business hours. As a condition of MobileIron shipping Customer the replacement MobileIron Hardware prior to Customer returning the Defective MobileIron Hardware, Customer must agree to return the Defective MobileIron Hardware to MobileIron within fifteen (15) business days or Customer will be invoiced for the replacement MobileIron Hardware at MobileIron's then-current list price and Customer agrees

to pay such invoice within thirty (30) days of the invoice date. All returned MobileIron Hardware will be the property of MobileIron once MobileIron delivers the replacement MobileIron Hardware to Customer. Replacement MobileIron Hardware may be new, reconditioned/refurbished (like new). MobileIron may in its sole discretion modify the MobileIron Hardware at no cost to Customer to improve its reliability or performance.

Commercial Connectivity Services – Frame Relay Terms

1. **Commercial Connectivity Services – Frame Relay.** Pursuant to the terms and conditions of the Agreement. AT&T will provide CCS – Frame Relay to Customer.

2. **Definitions**. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – Frame Relay.

2.1 **"Activation Date"** means that date on which data is capable of traversing the CCS – Frame Relay.

2.2 **"APN"** means Access Point Name.

2.3 **"AT&T Frame Relay Service"** means the legacy AT&T packet service described in the AT&T Business Services Guide for AT&T Packet Services found at http://new.serviceguide.att.com.

2.4 **"CCS – Frame Relay"** means the logical connection between Customer's FES and AT&T's wireless network using
CCS – Frame Relay in accordance with the terms and conditions of this Agreement

2.5 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – Frame Relay.

2.6 **"CSU"** means channel service unit.

2.7 **"DSU"** means data service unit.

2.8 **"FES"** means Customer's fixed end system that includes, but is not limited to, Customer's host, server or gateway system that hosts the Customer's enterprise applications and specialized databases.

2.9 **"Frame Relay Components"** means the facilities and AT&T Frame Relay Service components between Customers' FES and the AT&T wireless network including, without limitation, the frame relay port, and the PVC necessary to provide CCS – Frame Relay.

2.10 **"Frame Relay Monthly Service Charge"** or "Frame Relay Monthly Service Charges" means the monthly charges payable by Customer in connection with CCS – Frame Relay more fully described in §6 of this Agreement

2.11 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – Frame Relay.

2.12 **"Internet"** means a network connecting many computer networks based on a common addressing system and communication protocol.

2.13 **"IP"** means Internet Protocol.

2.14 **"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 Agreement.

2.15 **"kbps"** means kilobits per second.

2.16 **"Order Due Date"** means a date approximately thirty (30) calendar days after AT&T formally places the order to build the necessary Frame Relay Components.

2.17 **"Premises"** means Customer's facility where the FES is located.

2.18 **"PVC"** means a permanent virtual circuit.

2.19 **"Set-Up Charge" or "Set-Up Charges"** means the set-up and connection charges payable by Customer and related to CCS – Frame Relay, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6.1 of this Agreement.

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 Connection Right is for a single CCS – Frame Relay; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second CCS – Frame Relay if Customer orders the

backup
CCS – Frame Relay together with the primary CCS – Frame Relay. (Additional IP Charges may still apply to the backup CCS – Frame Relay.) If Customer (a) declines to order a backup CCS – Frame Relay when ordering the primary CCS – Frame Relay or (b) orders one or more CCS – Frame Relays to supplement its primary and backup CCS – Frame Relays, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional CCS – Frame Relay. Customer acknowledges that, if there is a failure of the primary CCS – Frame Relay and Customer does not have a backup CCS – Frame Relay, Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 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.

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

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 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.

3.2.7 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.

3.2.8 Not all AT&T Frame Relay Service capabilities, service level agreements, or features are available or interoperate with CCS – Frame Relay.

4. Customer's Responsibilities.

4.1 **Install Router and Related Hardware.** Prior to the Order Due Date, Customer must install, at Customer's sole expense: (a) a router with applicable serial interface card and CSU/DSU; and (b) the inside wiring between the demarcation point of the private line termination to the Customer's CSU/DSU at its Premises.

4.2 Access.

4.2.1 **Preliminary Site Access**. Customer must provide AT&T and/or its designee access to the Premises for site evaluation and testing prior to the Order Due Date.

4.2.2 **Installation Access**. Customer must provide AT&T and/or its designee access to the Premises during normal business hours to install, inspect, maintain, repair, remove, or otherwise deal with the Frame Relay Components. Customer authorizes AT&T or its designee to make connections and perform other tasks that are necessary or desirable to enable AT&T to provide CCS – Frame Relay including, without limitation, connecting and making necessary attachments to Customer's router and/or CSU/DSU.

4.3 Host Applications.

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

4.3.2 **Host Application Approval.** Customer acknowledges and agrees that deployment of CCS – Frame Relay 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.

4.3.3 **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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.4 **Custom APN and IP Addresses.** Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – Frame Relay.

4.5 **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.

4.6 **Connectivity Guides.** If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.7 **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 CCS – Frame Relay. 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 CCS – Frame Relay in its sole discretion without notice. In the event of termination or suspension of CCS – Frame Relay, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – Frame Relay.

4.8 **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 CCS – Frame Relay (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup CCS – Frame Relay has been ordered), (b) validating that the CCS – Frame Relay works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the CCS – Frame Relay. The CCS – Frame Relay will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.9 **Liability**. Notwithstanding anything in the Agreement 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 CCS – Frame Relay.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – Frame Relay in accordance with the termss and conditions of this Agreement. Once Customer places a formal order with AT&T for CCS – Frame Relay, AT&T will formally place an order to build the Frame Relay Components. AT&T will notify Customer in writing of the

corresponding Activation Date. CCS – Frame Relay is available with either a one or two PVC option. In each instance, Customer will connect to a single router on AT&T's wireless network.

5.1 **One PVC Installation.** AT&T will facilitate installation of CCS – Frame Relay with one (1) PVC that will connect Customer's network to AT&T's wireless network in accordance with this Agreement.

5.2 **Two PVC Installation**. AT&T will facilitate installation of CCS – Frame Relay with two (2) PVCs that will connect Customer's FES to AT&T's wireless network.

6. **Charges**. Customer must pay AT&T the applicable Set-Up Charges, Frame Relay Monthly Service Charges, IP Charges and other charges set forth in this §6.

6.1 **IP Charges.**

6.1.1 **Static IP Addresses**. Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address provided by AT&T.

6.1.2 **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.

6.2 **Other Charges.**

6.2.1 **Termination Charge.** If Customer terminates CCS – Frame Relay or otherwise disconnects its CCS – Frame Relay connection within six (6) months of the Activation Date for any reason other than a breach by AT&T, in addition to any other charges payable under the Agreement, Customer must pay AT&T a CCS – Frame Relay early termination charge equal to: (a) $825 for each 1 PVC CCS – Frame Relay, 56 kbps; (b) $1025 for each 1 PVC CCS – Frame Relay, all other connectivity speeds; or (c) $1050 for each 2 PVCs CCS – Frame Relay.

6.2.2 **Order Cancellation Charge.** If Customer cancels its order for CCS – Frame Relay before the Order Due Date, it must pay AT&T a fee of $550 for each CCS – Frame Relay cancelled.

6.2.3 **Order Due Date Delay Charge.** Customer must pay $550 for each CCS – Frame Relay if any of the following occurs: (a) Customer requests a delay in the Order Due Date; and/or (b) Customer has not met any and all of its obligations under §4 of this Agreement.

6.2.4 **Expedited Order Due Date Charge.** Customer must pay $800 for each CCS – Frame Relay if Customer requests and receives an expedited Order Due Date. Not all Order Due Dates can be expedited.

6.2.5 **Order Change Charge.** Customer must pay $125 for each CCS – Frame Relay if Customer initiates any of the following actions between the time the CCS – Frame Relay order is placed by Customer and the Activation Date: (a) upgrades the speed of connection; (b) downgrades the speed of connection; or (c) changes from CCS – Frame Relay with one (1) PVC to CCS – Frame Relay with two (2) PVCs (or vice versa).

7. **Support**. AT&T will provide Customer CCS – Frame Relay support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. **Ownership**. All Frame Relay Components installed or provided by AT&T are and will remain the property of AT&T, and may be removed by AT&T at any time the CCS – Frame Relay or the associated AT&T Frame Relay Service or application is terminated, discontinued and/or disconnected. Customer authorizes AT&T to make an exchange or modification of any Frame Relay Components or associated software at any time. All Frame Relay Components installed or provided by Customer remain the property of Customer.

9. **Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "EQUIPMENT" INCLUDES ALL CCS – FRAME RELAY COMPONENTS, AND "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – FRAME RELAY.**

10. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS – Frame Relay terms and the remainder of the Agreement with respect to the subject matter of these CCS – Frame Relay terms, the terms and conditions of these CCS – Frame Relay terms control but only with respect to CCS – Frame Relay.

Commercial Connectivity Services – COAM Frame Relay Terms

1. **Commercial Connectivity Services –** CCS - COAM Frame Relay Attachment. Pursuant to the Terms and conditions of the Agreement, AT&T will provide CCS – COAM Frame Relay to Customer.

2. **Definitions**. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – COAM Frame Relay.

2.1 **"APN"** means Access Point Name.

2.2 "AT&T Frame Relay Service" means the legacy AT&T packet service described in the AT&T Business Services Guide for AT&T Packet Services found at http://new.serviceguide.att.com.

2.3 **"CCS – COAM Frame Relay"** means the logical connection between the Customer's network and AT&T's wireless network using frame relay components provided by Customer in accordance with the terms and conditions of this Agreement.

2.4 **"COAM"** means customer owned and maintained.

2.5 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – COAM Frame Relay.

2.6 **"FES"** means Customer's fixed end system that includes, but is not limited to, Customer's host, server or gateway system that hosts the Customer's enterprise applications and specialized databases.

2.7 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – COAM Frame Relay.

2.8 **"IP"** means Internet Protocol.

2.9 **"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 Agreement.

2.10 **"Premises"** means Customer's facility where the FES is located.

2.11 **"Set-Up Charge" or "Set-Up Charges"** means the set-up and connection charges payable by Customer and related to CCS – COAM Frame Relay, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6 of this Agreement.

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 Host Applications.

3.2 **Limitations.**

3.2.1 The Connection Right is for a single CCS – COAM Frame Relay; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second CCS – COAM Frame Relay if Customer orders the backup CCS – COAM Frame Relay together with the primary CCS – COAM Frame Relay. (Additional IP Charges may still apply to the backup CCS – COAM Frame Relay.) If Customer (a) declines to order a backup CCS – COAM Frame Relay when ordering the primary CCS – COAM Frame Relay or (b) orders one or more CCS – COAM Frame Relays to supplement its primary and backup CCS – COAM Frame Relays, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional CCS – COAM Frame Relay. Customer acknowledges that, if there is a failure of the primary CCS – COAM Frame Relay and Customer does not have a backup CCS – COAM Frame Relay, Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 The Host Application must be used solely in connection with the provision of Customer's data to and from Customer's End Users using Service.

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

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 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 the 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.

3.2.7 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.

3.2.8 To the extent AT&T separately provides AT&T Frame Relay Service to Customer, not all corresponding service capabilities, service level agreements, and/or features are available or interoperate with CCS – COAM Frame Relay.

4. Customer's Responsibilities.

4.1 **Frame Relay Requirement**. In order to facilitate CCS – COAM Frame Relay, Customer must have and maintain its own frame relay network with the ability to connect to AT&T's wireless network.

4.2 **Host Applications.**

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

4.2.2 **Host Application Approval.** Customer acknowledges and agrees that deployment of CCS – COAM Frame Relay 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.

4.2.3 **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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.3 **Custom APN and IP Addresses**. Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – COAM Frame Relay.

4.4 **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.

4.5 **Connectivity Guides**. If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.6 **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 CCS – COAM Frame Relay. 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 CCS – COAM Frame Relay in its sole discretion without notice. In the event of termination or suspension of CCS – COAM Frame Relay, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – COAM Frame Relay.

4.7 **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 CCS – COAM Frame Relay (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup CCS – COAM Frame Relay has been ordered), (b) validating that the CCS – COAM Frame Relay works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the CCS – COAM Frame Relay. The CCS – COAM Frame Relay will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.8 **Liability**. Notwithstanding anything in the Agreement 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 CCS – COAM Frame Relay.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – COAM Frame Relay in accordance with the terms and conditions of this Agreement.

6. **Charges**. Customer must pay AT&T the applicable Set-Up Charges, IP Charges and other charges set forth in this §6.

6.1 **Static IP Charges**. Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address provided by AT&T.

6.2 **Dynamic IP Charges.** Customer must pay AT&T a monthly IP Charge of $3.00 per public dynamic IP address provided by AT&T for each such dynamic IP address in excess of 5,000.

7. **Support**. AT&T will provide Customer CCS – COAM Frame Relay support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. **Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH THE CCS – COAM FRAME RELAY.**

9. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS – COAM Frame Relay terms and the remainder of the Agreement with respect to the subject matter of these CCS – COAM Frame Relay terms, the terms and conditions of these CCS – COAM Frame Relay terms control but only with respect to CCS – COAM Frame Relay.

Commercial Connectivity Services – Permanent Virtual Circuit Terms

1. **Commercial Connectivity Services – Permanent Virtual Circuit**. Pursuant to the terms and conditions of the Agreement, AT&T will provide CCS – PVC to Customer.

2. **Definitions.** In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – PVC.

2.1 **"Activation Date"** means that date on which data is capable of traversing the CCS – PVC.

2.2 **"APN"** means Access Point Name.

2.3 **"AT&T Frame Relay Service"** means the legacy AT&T packet service described in the AT&T Business Services Guide for AT&T Packet Services found at http://new.serviceguide.att.com.

2.4 **"CCS – PVC"** means the logical connection between Customer's FES and AT&T's wireless network using CCS – PVC in accordance with the terms and conditions of this Agreement.

2.5 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – PVC.

2.6 **"CSU"** means channel service unit.

2.7 **"DSU"** means data service unit.

2.8 **"FES"** means Customer's fixed end system that includes, but is not limited to, Customer's host, server or gateway system that hosts the Customer's enterprise applications and specialized databases.

2.9 **"Frame Relay Components"** means the facilities and AT&T Frame Relay Service components between Customer's FES and the AT&T wireless network including, without limitation, the frame relay port, and the PVC necessary to provide CCS – PVC.

2.10 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – PVC.

2.11 **"Internet"** means a network connecting many computer networks based on a common addressing system and communication protocol.

2.12 **"IP"** means Internet Protocol.

2.13 **"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 Agreement.

2.14 **"kbps"** means kilobits per second.

2.15 **"Order Due Date"** means a date approximately thirty (30) calendar days after AT&T formally places the order to establish the PVC.

2.16 **"Premises"** means Customer's facility where the FES is located.

2.17 **"PVC"** means a permanent virtual circuit.

2.18 **"PVC Monthly Service Charge" or "PVC Monthly Service Charges"** means the monthly charges payable by Customer in connection with CCS – PVC more fully described in §6.2 of this Agreement.

2.19 **"Set-Up Charge" or "Set-Up Charges"** means the set-up and connection charges payable by Customer and related to CCS – PVC, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6 of this Agreement.

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 Connection Right is for a single CCS – PVC; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second CCS – PVC if Customer orders the backup CCS – PVC together with the primary CCS – PVC. (Additional IP Charges may still apply to the backup CCS – PVC.) If Customer (a) declines to order a backup CCS – PVC when ordering the primary CCS – PVC or (b) orders one or more CCS – PVCs to supplement its primary and backup CCS – PVCs, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional CCS – PVC. Customer

acknowledges that, if there is a failure of the primary CCS – PVC and Customer does not have a backup CCS – PVC, Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 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.

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

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 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.

3.2.7 3.2.7 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.

3.2.8 3.2.8 To the extent AT&T separately provides AT&T Frame Relay Service to Customer, not all corresponding service capabilities, service level agreements, or features are available or interoperate with CCS – PVC.

4. Customer's Responsibilities.

4.1 AT&T Frame Relay Service. Prior to the Order Due Date, Customer must obtain and install, at Customer's sole expense, AT&T Frame Relay Service at its Premises. Customer understands that CCS – PVC provides only the PVC portion of the Frame Relay Components.

4.2 Host Applications.

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

4.2.2 Host Application Approval. Customer acknowledges and agrees that deployment of CCS – PVC 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.

4.2.3 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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.3 Custom APN and IP Addresses. Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – PVC.

4.4 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.

4.5 **Connectivity Guides.** If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.6 **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 CCS – PVC. 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 CCS – PVC in its sole discretion without notice. In the event of termination or suspension of CCS – PVC, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – PVC.

4.7 **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 CCS – PVC (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup CCS – PVC has been ordered), (b) validating that the CCS – PVC works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the CCS – PVC. The CCS – PVC will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.8 **Liability.** Notwithstanding anything in the Agreement 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 CCS – PVC.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – PVC in accordance with the terms and conditions of this Agreement. Once Customer places a formal order with AT&T for CCS – PVC, AT&T will formally place an order to establish the corresponding PVC. AT&T will notify Customer in writing of the corresponding Activation Date.

6. **Charges.** Customer must pay AT&T the applicable Set-Up Charges, PVC Monthly Service Charges, IP Charges and other charges set forth in this §6.

6.1 **IP Charges.**

6.2 **Static IP Addresses.** Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address assigned or reserved by Customer.

6.3 **Dynamic IP Addresses.** Customer must pay AT&T a monthly IP Charge of $3.00 per public dynamic IP address assigned or reserved by Customer for each such public dynamic IP address in excess of 5,000.

6.4 **Early Termination Charge**. If Customer terminates CCS – PVC or otherwise disconnects its CCS – PVC connection within six (6) months of the Activation Date for any reason other than a breach by AT&T, in addition to any other charges payable under the Agreement, Customer must pay AT&T a CCS – PVC early termination charge equal to $25 per PVC.

6.5 **Order Cancellation Charge**. If Customer cancels its order for CCS – PVC before the Order Due Date, it must pay AT&T a fee of $550 for each CCS – PVC cancelled.

6.6 **Order Due Date Delay Charge.** Customer must pay $550 for each CCS – PVC if any of the following occurs: (a) Customer requests a delay in the Order Due Date; and/or (b) Customer has not met any and all of its obligations under §4 of this Agreement.

6.7 **Expedited Order Due Date Charge**. Customer must pay $800 for each CCS – PVC if Customer requests and receives an expedited Order Due Date. Not all Order Due Dates can be expedited.

6.8 **Order Change Charge.** Customer must pay $125 for each CCS – PVC if Customer initiates either of the following actions between the time the CCS – PVC order is placed by Customer and the Activation Date: (a) upgrades the speed of connection; or (b) downgrades the speed of connection.

7. **Support**. AT&T will provide Customer CCS – PVC support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. **Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – PVC.**

9. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS—PVC terms and the remainder of the Agreement with respect to the subject matter of these CCS-PVC terms, the terms and conditions of this Attachment control but only with respect to CCS – PVC.

Commercial Connectivity Services – Network VPN Terms

1. Commercial Connectivity Services – Network VPN. Pursuant to the terms and conditions of the Agreement, AT&T will provide CCS – Network VPN to Customer.

2. Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS Network VPN.

2.1 "**Activation Date"** means that date in which data is capable of traversing the CCS – VPN connection.

2.2 **"APN"** means Access Point Name.

2.3 **"CCS – Network VPN"** means the logical connection between Customer's FES and AT&T's network using CCS – Network VPN in accordance with the terms and conditions of this Agreement.

2.4 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – Network VPN.

2.5 **"CPE"** means customer premises equipment.

2.6 **"FES"** means Customer's Fixed End System that includes, but is not limited to, Customer's host, server or gateway system that hosts the Customer's enterprise applications and specialized databases.

2.7 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – Network VPN.

2.8 **"Internet"** means a network connecting many computer networks based on a common addressing system and communication protocol.

2.9 **"IP"** means Internet Protocol.

2.10 2.10 "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 Agreement.

2.11 **"Premises"** means Customer's facility where the FES is located.

2.12 **"Set-Up Charge" or "Set-Up Charges"** means the set-up and connection charges payable by Customer and related to CCS – Network VPN, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6 of this Agreement.

2.13 **"VPN"** means virtual private network.

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 3.2.1 The Connection Right is for a single CCS – Network VPN; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second CCS – Network VPN if Customer orders the backup CCS – Network VPN together with the primary CCS – Network VPN. (Additional IP Charges may still apply to the backup CCS – Network VPN.) If Customer (a) declines to order a backup CCS – Network VPN when ordering the primary CCS – Network VPN or (b) orders one or more CCS – Network VPNs to supplement its primary and backup CCS – Network VPNs, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional CCS – Network VPN. Customer acknowledges that, if there is a failure of the primary CCS – Network VPN and Customer does not have a backup CCS – Network VPN, Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 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.

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

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 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.

3.2.7 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.

4. Customer's Responsibilities.

4.1 Install Router and Related Hardware. Customer must install, at Customer's sole expense, a router with applicable serial interface card.

4.2 Host Applications.

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

4.2.2 Host Application Approval. Customer acknowledges and agrees that deployment of CCS – Network VPN 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.

4.2.3 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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.3 Custom APN and IP Addresses. Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – Network VPN.

4.4 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.

4.5 Connectivity Guides. If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.6 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 CCS – Network VPN. 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 CCS – Network VPN in its sole discretion without notice. In the event of termination or suspension of CCS – Network VPN, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – Network VPN.

4.7 **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 CCS – Network VPN (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup CCS – Network VPN has been ordered), (b) validating that the CCS – Network VPN works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the CCS – Network VPN. The CCS – Network VPN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.8 **Liability**. Notwithstanding anything in the Agreement 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 CCS – Network VPN.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – Network VPN in accordance with the terms and conditions of this Agreement.

6. **Charges.** Customer must pay AT&T the applicable Set-Up Charges, IP Charges and other charges set forth in this §6.

6.1 **IP Charges.**

6.1.1 **Static IP Addresses.** Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address provided by AT&T.

6.1.2 **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.

6.2 **Other Charges.**

6.2.1 **Termination Charge.** If Customer terminates CCS – Network VPN or otherwise disconnects its CCS – Network VPN connection within six (6) months of the Activation Date for any reason other than a breach by AT&T, in addition to any other charges payable under the Agreement, Customer must pay AT&T a CCS – Network VPN early termination charge equal to $1,000.

7. **Decommissioning of Service.** Upon termination of this Agreement for any reason, Customer must disable service on their COAM VPN Server by removing the configuration parameters that enable the CCS Network VPN service connection.

8. Support. AT&T will provide Customer CCS – Network VPN 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 CCS – NETWORK VPN.**

10. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS – Network VPN terms and the remainder of the Agreement with respect to the subject matter of these CCS – Network VPN terms, the terms and conditions of these CCS – Network VPN terms control but only with respect to CCS – Network VPN.

Commercial Connectivity Services – Custom APN Terms

1. **Commercial Connectivity Services - Custom APN**. Pursuant to the terms and conditions of the Agreement and this Agreement, AT&T will provide CCS – Custom APN to Customer.

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

2.1 **"APN"** means Access Point Name.

2.2 **"CCS – 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 Agreement.

2.3 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – Custom APN.

2.4 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – 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 Agreement.

2.8 **"Set-Up Charge" or "Set-Up Charges"** means the set-up charges payable by Customer and related to CCS – Custom APN, all as more fully described in §6 of this Agreement.

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; 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 CCS – Custom APN is only available with Internet connectivity when used as a stand-alone product.

4. **Customer's Responsibilities.**

4.1 **Host Applications.**

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

4.1.2 **Host Application Approval.** Customer acknowledges and agrees that deployment of CCS – 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.

4.1.3 **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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.2 **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 CCS – Custom APN.

4.3 **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.

4.4 **Connectivity Guides.** If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.5 **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 CCS – 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 CCS – Custom APN in its sole discretion without notice. In the event of termination or suspension of CCS – Custom APN, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – Custom APN.

4.6 **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 CCS – 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 CCS – Custom APN works properly and permits access to Customer's network and the Host Application, and (b) authorizing the final deployment of the CCS – Custom APN. The CCS – Custom APN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.7 **Liability.** Notwithstanding anything in the Agreement 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 CCS – Custom APN.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – Custom APN in accordance with the terms and conditions of this Agreement.

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

6.1 IP Charges.

6.1.1 Static IP Addresses. Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP provided by AT&T.

6.1.2 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.

7. Support. AT&T will provide Customer CCS – 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.

8. Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – CUSTOM APN.

9. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS – Custom APN terms and the remainder of the Agreement with respect to the subject matter of these CCS – Custom APN terms, the terms and conditions of these CCS – Custom APN terms control but only with respect to CCS – Custom APN.

Commercial Connectivity Services – Dedicated APN Terms

1. **Commercial Connectivity Services - Dedicated APN.** Pursuant to the terms and conditions of the Agreement, AT&T will provide CCS – Dedicated APN to Customer.

2. **Definitions**. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – Dedicated APN.

2.1 **"APN"** means Access Point Name.

2.2 **"CCS – Dedicated APN"** means an APN dedicated to Customer with set features allowing Customer to isolate data traffic among specified IP addresses, provided by AT&T in accordance with the terms and conditions of this Agreement.

2.3 **"Connection Right"** means the right to connect to AT&T's wireless network through CCS – Dedicated APN.

2.4 **"Host Application"** means a software or other enterprise application Customer intends to use in connection with CCS – Dedicated 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 Agreement.

2.8 **"Set-Up Charge" or "Set-Up Charges"** means the set-up charges payable by Customer and related to CCS – Dedicated APN, all as more fully described in §6 of this Agreement.

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; 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 CCS – Dedicated APN is only available with Internet connectivity.

4. **Customer's Responsibilities.**

4.1 **Host Applications.**

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

4.1.2 **Host Application Approval.** Customer acknowledges and agrees that deployment of CCS – Dedicated 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.

4.1.3 **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 Agreement to confirm that such Host Application is in compliance with the terms and conditions of the Agreement.

4.2 **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 CCS – Dedicated APN.

4.3 **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.

4.4 **Connectivity Guides.** If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS 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.

4.5 **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 CCS – Dedicated 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 CCS – Dedicated APN in its sole discretion without notice. In the event of termination or suspension of CCS – Dedicated APN, Customer will not be responsible for the performance of any obligations pursuant to this Agreement that cannot reasonably be performed without CCS – Dedicated APN.

4.6 **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 CCS – Dedicated 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 CCS – Dedicated APN works properly and permits access to Customer's network and the Host Application, and (b) authorizing the final deployment of the CCS – Dedicated APN. The CCS – Dedicated APN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.7 **Liability**. Notwithstanding anything in the Agreement 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 CCS – Dedicated APN.

5. **AT&T's Responsibilities.** AT&T will establish and facilitate CCS – Dedicated APN in accordance with the terms and conditions of this Agreement.

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

6.1.1 **Static IP Addresses.** Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address provided by AT&T.

6.1.2 **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.

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

8. **Warranty Disclaimer.** FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – DEDICATED APN.

9. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement apply throughout all such documents. In the event of any expressly conflicting provisions between these CCS – Dedicated APN terms and the remainder of the Agreement with respect to the subject matter of these CCS – Dedicated APN terms, the terms and conditions of t these CCS – Dedicated APN terms control but only with respect to CCS – Dedicated APN.

International Services – Terms and Conditions

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. These rates are subject to change. For countries, rates, and additional details, *see att.com/global.*

International Long Distance: International rates apply for calls made and messages sent from the U.S., Puerto Rico and U.S.V.I. to another country. Calling or messaging to some countries may not be available. Calls to wireless numbers and numbers for special services, such as Premium Rated Services, may cost more than calls to landline numbers. If a customer calls an overseas landline number and the call is forwarded to a wireless number, the customer will be charged for a call terminated to a wireless number. International Long Distance calling rates are charged per minute and apply throughout the same footprint in which the customer's airtime package minutes apply.

International Long Distance Text, Picture & Video Messaging: Additional charges apply for premium messages and content. Messages over 300 KBs are billed an additional 50¢/message. For full details on Messaging, see *att.com/dataterms*. For a complete list of countries, please visit *att.com/text2world*.

International Roaming: Compatible Device required. Your plan may include the capability to make and receive calls while roaming internationally. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside the U.S., Puerto Rico and U.S.V.I. Please consult *att.com/global* or call 866-246-4852 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Substantial charges may be incurred if Device is taken out of the U.S. even if no services are intentionally used. Billing for international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 1-916-843-4685 (at no charge from your wireless phone).

International Data: Many devices, including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the U.S., Puerto Rico and U.S.V.I. AT&T may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan. For terms and conditions regarding specific international data plans, see *att.com/dataterms.*

Data Global Add-Ons and Global Messaging Plans require that domestic data or messaging capability be in place. Rates apply only for usage within "roam zone" comprised of select carriers. Within the roam zone, coverage rate applies if you exceed the MB allotted for any Data Global Add-On Plan or the messages allotted for any Global Messaging Package. International roaming pay-per-use rates apply in countries outside the roam zone. See *att.com/dataconnectglobal* for current roam zone list. If you enroll after the beginning date of your billing cycle, the monthly charge and the data/message allotment included will be correspondingly reduced per day.

Data Connect Global/North America Plans do not include capability to place a voice call and require a 1 year agreement.

Cruise Ship Roaming: Cruise ship roaming rates apply for calls placed or data used while on the ship.

Export Restrictions: Certain international destinations are subject to trade sanctions, embargoes and restrictions under U.S. law and import licensing under foreign laws. As of May 1, 2009, the U.S. had embargoes or export restrictions with five countries, including Syria and Sudan, which may require an export license for your wireless Device. See *http://www.treas.gov/offices/enforcement/ofac/programs/* and *http://www.bis.doc.gov* for specific information. You are solely responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

Intellectual Property: Research In Motion, the RIM logo, BlackBerry and the BlackBerry logo are registered with the U.S. Patent and Trademark office and may be pending or registered in other countries. These and other marks of Research In Motion Limited are used under license. The GSM letter mark is a trademark of the GSM Association. iPhone is a

registered trademark of Apple, Inc. © 2010 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property. All other marks contained herein are the property of their respective owners.

Good for Enterprise (GFE) – Terms and Conditions

Good for Enterprise from AT&T is only available to customers with a qualified AT&T business or government agreement, a Foundation Account Number (FAN) and who agree to be bound by the Good for Enterprise Software License Agreement. Only CRUs are eligible. Activation of an eligible AT&T data plan on a compatible device with SMS capabilities and valid Good for Enterprise software is required.

Non-AT&T Devices/Service: With respect to using Good for Enterprise with non-AT&T device/service, Customer is responsible for ensuring that Customer, its applicable end users and Good for Enterprise complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

Complete solution requires third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. By using Good for Enterprise you agree to abide by the terms and conditions of applicable software licenses. Failure to comply with such terms and conditions may result in Good for Enterprise termination.

Good for Enterprise from AT&T is accessed via a Web portal and requires a PC with Internet connection. Good for Enterprise from AT&T may only be used as a tool to configure and customize certain settings and features and perform software updates for compatible devices. Improper or incomplete configuration and/or downloads performed by you may result in service interruptions and/or device failures. AT&T does not guarantee compliance with such customized settings and/or updates. AT&T IS NOT LIABLE FOR ANY DELAYS, UNAVAILABILITY OR FAILURES RELATING TO GOOD FOR ENTERPRISE FROM AT&T, INCLUDING WITHOUT LIMITATION, USE OF THE GOOD FOR ENTERPRISE FROM AT&T WEB PORTAL, ANY LOSS OF SERVICE, DEVICE FAILURE OR LOSS OF CUSTOMER DATA/INFORMATION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO GOOD FOR ENTERPRISE FROM AT&T WILL BE TERMINATION OF GOOD FOR ENTERPRISE FROM AT&T.

Good for Enterprise from AT&T may not be accessible at all times. Availability, security/privacy, delivery and timeliness of information are not guaranteed by AT&T. References to security relate solely to the product itself. AT&T reserves the right to (i) modify or discontinue the Good for Enterprise from AT&T service in whole or in part and/or (ii) terminate Good for Enterprise from AT&T service at any time without cause. Coverage not available in all areas. Additional hardware, software, service and/or network connection may be required to access Good for Enterprise from AT&T service. Prices do not include taxes or other exactions. Additional fees, charges, and restrictions may apply. Subject to the terms and conditions of applicable Business Agreement, rate plan brochure and the Good for Enterprise Software License Agreement which is presented during software installation and is also available at *http://www.good.com/legal*. Offer and pricing subject to change without notice.

ProntoForms from AT&T - Terms and Conditions

ProntoForms from AT&T may not be available for purchase in all sales channels or in all areas. A qualified data plan and compatible device is required. Additional hardware, software, services and/or network connection may also be required. ProntoForms from AT&T may be canceled at any time.

Coverage: Coverage is not available in all areas. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When outside the coverage area, access will be limited to information and applications previously downloaded to or resident on the end user's device. Usage/Billing: Measured usage incurred in connection with ProntoForms from AT&T will be charged as specified in the end user's associated data plan. End user's account will be billed for all data usage up to cancellation of ProntoForms from AT&T.

HIPAA: If a subscribing Agency chooses to use ProntoForms from AT&T to transmit Protected Health Information ("PHI"), that Agency must encrypt the data in a manner consistent with the guidelines established by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent that the subscribing Agency's use of ProntoForms from AT&T requires AT&T to use or disclose PHI, Agency consent to the terms of AT&T's Business Associate Agreement, located *at www.wireless.att.com/businessassociateagreement*. Additional Terms: The ProntoForms from AT&T solution requires wireless service from AT&T and services provided by TrueContext Corporation ("TrueContext"). ProntoForms from AT&T is subject to TrueContext's additional terms and conditions, including without limitation to its software license.

Performance is intended for a government contract and incorporates additional government contracting provisions. Additional charges and other restrictions apply. Offer subject to change.

http://prontoforms.com/terms-of-use-product.php

Terms of Use (Product)

THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN TRUECONTEXT CORPORATION ("TRUECONTEXT") AND YOU FOR THE USE OF THE TRUECONTEXT FORMS AND SOFTWARE IN CONNECTION WITH A SERVICE REFERRED TO BY TRUECONTEXT AS ITS PRONTOFORMS SERVICE ("PRONTOFORMS SERVICE"). IN ORDER TO USE THE PRONTOFORMS SERVICES, THE FORMS AND THE SOFTWARE YOU WILL NEED TO AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE AGREEING TO BE BOUND BY IT. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, YOU SHOULD CLICK ON THE "DISAGREE/DECLINE" OR "NO" BUTTON PRESENTED TO YOU.

IN THIS AGREEMENT, WHERE YOU ARE A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY WHICH HAS GROUPS OF USERS WHO NEED TO ACCESS AND USE THE PRODUCT YOU OR YOUR MEANS THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY,. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONITIONS ON BEHALF OF THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY AND SHALL ENSURE THAT ALL PERSONS GIVEN ACCESS TO THE PRONTOFORMS SERVICES SHALL AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. **General.** This Agreement sets forth the terms and conditions pursuant to which You may use the Forms, as they may be corrected, updated, modified, enhanced, deleted or replaced by TrueContext from time to time. Together, the Forms, the software ("Software") required in order to use the PRONTOFORMS SERVICE and any related documentation ("Documentation") are referred to in this Agreement as (the "Product"). The Product is the property of TrueContext or its licensors, and is protected by copyright and other intellectual property laws. The Product is licensed, not sold, to You for use only under the terms of this Agreement, and TrueContext and its licensors reserve all rights not expressly granted to You under this Agreement. You shall only permit its employees and contractors to access the PRONTOFORMS SERVICE through its account, provided that the number of employees and contractors permitted to access the PRONTOFORMS SERVICE does not exceed the number of user's licenses purchased by You. If You wish to increase the number of users, You shall follow the procedure from time to time prescribed by TrueContext for adding additional users. The additional monthly fee applicable for the additional users shall be added to Your account. The additional users shall be subject to the terms and conditions of this Agreement. You will be

responsible for all acts and omissions of any employee or contractor that it permits to access the PRONTOFORMS SERVICE.

2. **Grant of License.** Subject to the terms and conditions of this Agreement and for so long as You continue to pay the subscription fees for the PRONTOFORMS SERVICE, TrueContext grants to You a non-exclusive, non-transferable, revocable license to: (a) download, configure and use any of the Forms on each computer or personal digital assistant from which You access the PRONTOFORMS SERVICE; (b) modify specifically designated portions of the Forms; (c) input data into the Forms; (d) archive the Forms and delete any data input to the Forms; (e) print and use, but not further reproduce, one copy of the Documentation solely for the purpose of accessing and using the PRONTOFORMS SERVICE; (f) use or authorize each of its users to use a single copy of the Software in object code form on a personal digital device to access and use the PRONTOFORMS SERVICE. If this license is an evaluation or trial license, You agree that at the end of the thirty (30) day trial period You will no longer be able to use the PRONTOFORMS SERVICE unless You purchase a license or unless You register for a free license. You further agree that any data which it input into the PRONTOFORMS SERVICE during the trial period or any free license period may not be accessible after the end of the trial period or after termination of the free license as set out below. If You register for a free license and You do not use or account within thirty (30) days after You register, or if Your free account is not used for a period of one hundred and twenty (120) consecutive days, TrueContext may terminate Your free license. You agree that the free license shall only be used for non-commercial uses and for no other purpose.
3. **License Restrictions**. Except as expressly permitted in Section 2 of this Agreement You may not:
(a) use the Product except to receive the PRONTOFORMS SERVICE; (b) use, reproduce, copy, modify, adapt, translate, update or transmit the Product, in whole or in part; (c) sell, rent, lease, license, transfer, distribute or otherwise provide access to the Product or PRONTOFORMS SERVICE to any third party, except to those employees and contractors providing services to You; (d) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Product; (e) use the Product for service bureau purposes or otherwise to provide services to any third party; (g) use the Product in the operation of critical data systems, such as those used for the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, patient data systems, life support machines or other equipment in which the failure of the Product could lead to death, personal injury, or severe physical or environmental damage; (f) reverse engineer, decompile or otherwise attempt to get the source code for the Software.
4. **Software.** In order to use the forms as part of the PRONTOFORMS SERVICE You acknowledge and agree that You will need to download TrueContext's client component of the Software. A copy of the client Software can be obtained from live.prontoforms.com. To the extent that the Software contains any third party software including open source software, You agree and shall ensure that Your users agree to be bound by the terms and conditions of any license associated with or reference in such third party software. Certain of the open source software has been modified by TrueContext and such modifications have been noted by TrueContext in the documentation provided with such open source software product.
5. **Ownership.** You acknowledge and agree that TrueContext or its licensors own all right, title and interest in and to the Product, and that this Agreement does not grant to You any right, title or interest in or to the Product, other than the limited license granted herein. This license is not a sale of a copy of any of the Product and does not render You the owner of a copy of any of the Product.
6. **Transfer.** You may not assign this Agreement or otherwise transfer the Product without the prior written consent of TrueContext, which consent TrueContext has no obligation to provide.
7. **Payment.** You agree to pay to TrueContext's authorized reseller or service provider any and all monthly subscription fees and other fees which are payable to TrueContext in connection with the PRONTOFORMS SERVICE. All monthly subscription fees are payable in advance on the first day of each month that You is a subscriber to the PRONTOFORMS SERVICE. Fees for the first month of service commencing on the Commencement Date (as defined on the first page hereof) will be pro- rated for the number of calendar days between the Commencement Date and the last calendar day in the first month of service and will be billed together with the fees for the first full calendar month of PRONTOFORMS SERVICE. If You sign up for additional subscribers at any time while this Agreement is in effect, the fees for such additional subscribers shall commence upon the date that You request that the additional subscribers be added, regardless of when such subscribers actually begin using the PRONTOFORMS SERVICE. If the PRONTOFORMS SERVICE for the additional subscribers commence during a month, the fees for

the additional subscribers will be prorated and billed with the fees for all subscribers (both new and existing) at the beginning of the following month.

8. **Privacy**. TrueContext's privacy and security policies may be viewed at www.prontoforms.com. TrueContext reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users when they initially login will be asked whether or not they wish to receive marketing and other non-critical service-related communications from TrueContext from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under My Account. Note that because the PRONTOFORMS SERVICE is a hosted, online application, TrueContext occasionally may need to notify all users of the PRONTOFORMS SERVICE (whether or not they have opted out as described above) of important announcements regarding the operation of the PRONTOFORMS SERVICE. You are responsible for the Forms and You acknowledge and agree that TrueContext shall have no liability for any claims made against You as a result of any claims by Your customers or any third party related to the misuse of personal information Export and Territorial Restrictions. The Product contains encryption technology that is controlled for export by the U.S. and Canadian government, and may be subject to import and/or use regulations in other jurisdictions. It is Your responsibility to comply with laws and regulations relating to the export, import and use of the Product. You represent, warrant and covenant that it is not and will not be (i) a national of or resident of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or to persons or entities prohibited from receiving U.S. exports; (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List; or (iii) a resident of any jurisdiction to which export or re-export of the Product is prohibited, including, without limitation, jurisdictions included under the Area Control List of the Exports and Imports Permit Act of Canada. You will not, in any manner whatsoever, remove, convey, export, re-export or transmit the Product in a manner that would contravene the spirit or the letter of any export law, regulations or policies in any country, including any international treaties or agreements, and You will not permit, encourage, assist or facilitate such activities by any other person or entity.
9. **Term and Termination.** This Agreement is a month to month agreement commencing on the Commencement Date. This Agreement may be terminated immediately by TrueContext without notice from TrueContext: (a) upon the termination or expiration of the agreement between TrueContext and the Service Provider pursuant to which TrueContext grants to the Service Provider the right to provide the PRONTOFORMS SERVICE to You; (b) upon the termination of Your agreement with the Service Provider relating to the PRONTOFORMS SERVICE; or (c) if the Service Provider ceases to offer the PRONTOFORMS SERVICE.
10. **Effect of Termination**. Upon any termination or non-renewal of this Agreement, You must immediately cease all use of the Product and destroy all copies of the Product in Your possession. In addition, TrueContext or the Service Provider may immediately take such technical steps as may be necessary to bar any further use of the Product by You. Furthermore, upon termination of Your subscription to the PRONTOFORMS SERVICE any data that may be stored on any TrueContext computer shall be deleted by TrueContext without notice or liability to You.
11. **United States Government.** The Software and Product are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in DFAR Section 227.7202 and FAR Section 12.212 (or successor regulations), as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, TrueContext is providing the Product to U.S. Government end users only as Commercial Items and only pursuant to the terms and conditions of this Agreement. If You are licensing the Product on behalf of a government other than the U.S. Government, then, to the extent that You operate under laws similar to those U.S. laws addressed in C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Products are licensed to You pursuant to the terms and conditions of this Agreement.
12. **No Warranty**. THE PRODUCT AND PRONTOFORMS SERVICE ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, TRUECONTEXT DOES NOT WARRANT THAT: (A) THE PRODUCT OR PRONTOFORMS SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE PRODUCT OR PRONTOFORMS SERVICE WILL BE FREE FROM ANY DISABLING CODE; (C) OPERATION OF THE PRODUCT AND PRONTOFORMS SERVICE WILL BE UNINTERRUPTED; (D) THE PRODUCT AND PRONTOFORMS SERVICE WILL BE ERROR-FREE; (E) YOU WILL ENJOY USE OF THE PRODUCT AND PRONTOFORMS SERVICE WITHOUT INTERFERENCE; (F) ERRORS OR OTHER DEFECTS IN THE PRODUCT AND/OR PRONTOFORMS SERVICE WILL BE CORRECTED OR WILL BE CORRECTED WITHIN A SPECIFIC PERIOD OF TIME; OR (G) DATA SENT OR RECEIVED USING THE PRONTOFORMS SERVICE. TRUECONTEXT

HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND ACCURACY OF THE PRODUCT AND THE PRONTOFORMS SERVICE IS BORNE BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. **Technical Support**. English language technical support is offered between the hours of 8:00 am -8:00 pm Eastern Standard Time Monday to Friday, excluding Ontario, Canada public holidays, via toll-free phone in North America: 1-866-667-3882. Customers may contact technical support for assistance related to downloading and installing mobile forms on their handheld devices, or with questions related to using mobile forms. Technical support can provide assistance on how customers can access and manage their data through the web based interface.
14. **Maintenance/Upgrades and Data Archival.** Occasionally the PRONTOFORMS SERVICE may be temporarily unavailable due to service maintenance and upgrades. Typically, scheduled maintenance occurs on Sundays from 3-6am EST to minimize customer impact. During scheduled and unscheduled downtime, real-time access to the PRONTOFORMS SERVICE will be unavailable; however, offline activities can continue during this period and data be later synchronized with the PRONTOFORMS server(s) when service is resumed.

    You are responsible to develop, implement and maintain procedures to archive their data as suitable for their business needs. TrueContext recommends that data, i.e. form records, be retrieved from the PRONTOFORMS server(s) and saved by You locally on a daily, or at minimum weekly, basis.

    Data will be maintained on the PRONTOFORMS Server for a period of 30 days from record creation. After 30 days the data will be archived for a further 30 days and may be accessed via a specific request in writing. No data will be maintained by TrueContext for more than 60 days from the date of record creation.
15. **Limitation of Liability.** TRUECONTEXT'S LIABILITY TO YOU WILL, IN ALL CIRCUMSTANCES, BE LIMITED TO DIRECT DAMAGES ONLY AND TRUECONTEXT'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PRODUCT OR PRONTOFORMS SERVICE WILL NOT EXCEED THE AMOUNT PAID BY YOU TO TRUECONTEXT FOR THE PRONTOFORMS SERVICE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM. IN NO EVENT WILL TRUECONTEXT BE LIABLE, FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR OTHER ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM A BREACH OF SECURITY), OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE PRODUCT OR PRONTOFORMS SERVICE, EVEN IF TRUECONTEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY REGARDLES OF WHETHER THE CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), EQUITY OR ANY OTHER LEGAL THEORY (INCLUDING FUNDAMENTAL BREACH AND FAILURE OF ESSENTIAL PURPOSE). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from TrueContext's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
16. **Governing Law**. This Agreement will be governed by and construed in accordance with the Federal laws of the United States, without giving effect to the principles of conflicts of law, and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable.
17. **Entire Agreement; Amendment; Waiver; Severability; Survival.** This Agreement is the entire agreement between TrueContext and You with respect to the licensing of the Product and the PRONTOFORMS SERVICE and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, representations and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgment, purchase order or other communication between the parties relating to its subject matter. No waiver of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party or parties hereto that will be

bound by it. If any provision of this Agreement is found to be invalid or unenforceable by a court having jurisdiction, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 and 18 of this Agreement, and such other provisions as are necessary for the interpretation thereof will survive expiration or termination of this Agreement.

AirWatch from AT&T

General: The AirWatch from AT&T Solutions require a minimum of 20 AirWatch licenses. All fees paid for the Solution are non-refundable. All prices exclude any applicable taxes, fees and surcharges.

Requirements; Technical Information: The subscribing Agency's end users must be subscribed to a data plan on a compatible device with Short Messaging Service ("SMS") capability.

The Solution may not be accessible at all times. Availability, security/privacy, delivery and timeliness of information are not guaranteed by AT&T. The Solution may be used as a tool to configure and customize certain settings and features and perform software updates only for compatible devices. The Solution is accessed via a Web portal and requires a PC with Internet connection. Improper or incomplete configuration and/or downloads performed by you may result in service interruptions and/or device failures.

Software License Agreement: The Solution is subject to the software license agreement found attached hereto. The Solution may require use of third-party products and/or services. All intellectual property rights used in providing or arising by virtue of (i) the Solution and (ii) any professional services and related materials provided hereunder are and will be sole and exclusive property of AT&T or AirWatch, as applicable. Neither ownership nor title of such intellectual property will pass to Customer.

Customer Personal Data: Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the Solution. As used herein, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users.

Customer is responsible for providing end users with clear notice concerning Customer's collection, use and protection of Customer Personal Data for end users obtained via the Solution, including, without limitation, end user device location information, and for obtaining end user consent to that collection and use.

Professional Services: 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. Customer acknowledges that AT&T and Customer are independent contractors.

Customer will in a timely manner allow AT&T access as reasonably required for the Professional Services to property and equipment that Customer controls.

Customer will ensure that the location(s) to which access is provided offer(s) a safe working environment, free of hazardous materials and reasonably suitable for the Professional Services. The Professional Services provided shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. If the professional services provided in connection with the Solution are more complex than those described in this product brief, then a separate statement of work describing the activity and related terms and pricing will be executed. If impediments, complications or Customer-requested changes in scope arise (Changes), the schedule, Solution and fees could be impacted. In the event any Change(s) affect the Solution or fees, the parties will modify Customer's order (or statement of work, if applicable) accordingly by executing a Change Order.

End User License Agreement

IMPORTANT! READ THIS DOCUMENT CAREFULLY. YOU SHALL NOT USE THE PROPRIETARY AIRWATCH® SOFTWARE PROVIDED BY AIRWATCH LLC ("AIRWATCH") WITHOUT THE ACCEPTANCE OF THE TERMS OF THIS EULA BY THE AUTHORIZED CONTRACTING OFFICER.

You understand and agree that AirWatch will treat it as your compete acceptance each and every term and condition of this EULA. In consideration of the mutual covenants herein expressed, and other true and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

The following capitalized terms shall have the meanings and applications set forth below:

1.1 **"Addendum to Quote"** means an addendum to the original Quote, which shall reference the original Quote by date and Quote number and fully incorporate this EULA by reference. An Addendum to Quote must be physically or electronically executed by User.

1.2 **"Affiliate"** means any entity Controlled by, in common Control with, or having Control over a Party. Subject to the terms and conditions of this EULA, which shall be fully applicable, any Affiliate of User may use the license granted hereunder and, in such event, all references to User shall be deemed to be references to Affiliate and User and Affiliate shall be jointly and severally liable hereunder. With respect to User, any a direct competitor of AirWatch, shall be excluded from the term Affiliate.

1.3 **"AirWAtch Reseller"** means the reseller through which, via the Schedule 70 Contract, the Government entity binding itself to this EULA purchases the Software.

1.4 **"APNs"** means the Apple Push Notification service (APNs) which is used to allow the Software to securely communicate with Apple Devices over---the---air.

1.5 **"APNs Certificate"** means the certificate required by Apple for use of the APNs.

1.6 **"Apple"** means Apple Inc.

1.7 **"Business Day"** means a business day, but excludes weekends and the following holidays recognized by AirWatch on the dates on which they are observed by the State of Georgia: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The day after Thanksgiving Day and Christmas Eve are also recognized by AirWatch.

1.8 **"Confidential Information"** shall have the meaning ascribed thereto in Section 10.1.

1.9 **"Control"** means having at least fifty percent (50%) ownership of, an effective majority of the voting shares of, or voting control over a legal entity.

1.10 **"Customer Support Center"** means AirWatch's customer support center which may be reached by phone or email on a 24/7/365 basis.

1.11 **"Deliverables"** mean, as the context dictates, tangible or intangible products delivered to User as a result of the performance of Professional Services by AirWatch, either in connection with Maintenance or otherwise.

1.12 **"Delivery Date"** means, (i) with respect to User Licenses for which User receives Hosted Services, the date on which User first accesses the Software; (ii) with respect to User Licenses for which User hosts the Software, the date on which the User begins using the Software after downloading and inputting the license keys provided by AirWatch; or (iii) with respect to a Trial License, the date that would be applicable based on sections (i) and (ii) above, depending on whether the Trial License is provided on a Subscription or Perpetual License model.

1.13 **"Derivatives"** mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent or trade secret; and (iv) results of any research, tests or analysis of a Party's Confidential Information, or intellectual or proprietary property.

1.14 **"Device" or "Devices"** is a type of Licensed Unit and means User's mobile device(s), mobile phone(s),smartphone(s), tablet computer and computing device(s) (excluding laptop computers), personal digital assistant(s) (PDAs), enterprise digital assistant(s) (EDAs), ruggedized devices, and any similar or similarly functioning electronic devices, which may be monitored and managed by the Software, whether such device is owned by User or by User's Unit Users, all as reflected on the Order.

1.15 **"Documentation"** means only those written user guides, specifications, and manuals supplied or made available to User by AirWatch that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by AirWatch from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications.

1.16 **"Effective Date"** means the date on which User accepts or is deemed to accept this EULA in the manner described in Section Error! Reference source not found..

1.17 **"Embedded Software"** means any software provided as an included part of the Software that is owned by one or more third parties and licensed to AirWatch. Other than Embedded Software, User shall be responsible for any third party components, hardware, or software, including those that may become necessary from time to time.

1.18 **"Enhancements"** are only available to those users who have purchased and are current on Maintenance and mean (i) any revision, amendment, or modification to the Software requested by User for which User may or may not pay an agreed---upon fee to AirWatch for the Professional Services necessary to develop and provide such revision, amendment, or modification and/or (ii) Enhancements that are generally distributed by AirWatch to users who are current on Maintenance in its sole discretion.

1.19 **"Force Majeure"** means any failure of performance or equipment due to causes beyond the reasonable control of a Party, including but not limited to: acts of God, fire, flood, explosions or other catastrophes; accidents; storms; national emergencies, insurrections, riots, wars; governmental legislation, acts, orders or regulations; unavailability of rights---of---way or materials; strikes, lock---outs, work stoppages, or other labor difficulties; or other similar occurrences.

1.20 **"Hosted Service Fees"** mean those fees paid by User for the Hosted Services and shown as a separate line item on an Order.

1.21 **"Hosted Services"** mean, if and as set forth on the applicable Order, the services provided to host, on the AirWatch Servers (as defined in Section 6.1) on User's behalf, the necessary Software to allow communication and control functions with Licensed Units via internet---based consoles.

1.22 **"iOS"** means Apple's mobile operating system installed on Apple's Devices including iPhones, iPads, and iPod Touches.

1.23 **"License Type"** means the basis on which the Software is licensed to User as reflected on the Order and includes, without limitations, licenses on a per Device basis, a per user basis, an enterprise---wide basis, a server basis, a site---specific basis, or other basis.

1.24 "**Licensed Unit"** means, based upon the License Type, the unit on which the pricing for the license is based, as reflected on the Order, and includes, without limitation, Devices, users, enterprises, servers, or sites.

1.25 **"Maintenance"** means, for users who are current on Maintenance Fees, maintenance and support services performed in accordance with AirWatch's Maintenance Specifications and, at a minimum, includes: (i) reporting of and consultation regarding bug and error fixes on a 24/7/365 basis; (ii) reasonable amounts of telephone support to assist User with the use of the Software during the hours of 8:00 a.m. to 8:00 p.m., User's local time; (iii) Updates provided to other licensees of the Software; and (iv) Enhancements generally distributed by AirWatch in its sole discretion, if any.

1.26 **"Maintenance Fees"** mean the fees for Maintenance.

1.27 **"Maintenance Specifications"** mean AirWatch's Maintenance specifications and policies, as amended from time to time by AirWatch.

1.28 **"Order"** means a Quote, any Addendum to Quote, any purchase order, and/or any other form or writing that is physically or electronically executed by both User and AirWatch and references the original Order by date and Order number or otherwise seeks to purchase the offerings subject to this EULA, as the case may be. This EULA shall be deemed incorporated by reference into any Order without modification, except as provided in Section 15.9.

1.29 **"Party"** means either AirWatch or User and "Parties" means both AirWatch and User.

1.30 **"Perpetual License"** shall have the meaning ascribed thereto in Section 2.2.

1.31 "**Person"** means any natural person, corporation, partnership, limited liability Company, or other legal entity.

1.32 "**Professional Services"** means professional services performed by AirWatch for User as reflected on an Order or in an SOW pursuant to Section 5.2 and includes without limitation installation, activation, training, configuration, modification, customization, reconfiguration, support, or other professional services.

1.33 **"Professional Service Fees"** mean the fees for Professional Services, if any, as set forth on an Order or in an SOW.

1.34 **"Quote"** means the AirWatch "Quote" provided to User by AirWatch via physical or electronic means which sets forth (i) the number and type of Licensed Units to be licensed under Subscription Licenses, (ii) the number and type of Licensed Units to be licensed under Perpetual Licenses and the Maintenance therefor, (iii) pricing, and (iv)

the hours and cost of any Professional Services to be initially provided for installation, training, or other matters, if any, and which (a) is physically or electronically executed by User and (b) expressly incorporates by reference all terms and conditions contained in this EULA.

1.35 **"Software"** means AirWatch's proprietary software in machine---readable, object code form only that is more fully described in the Quote, including (i) the Embedded Software, if any, (ii) any Updates made available to User pursuant to any Maintenance purchased by User, and (iii) Enhancements, if any.

1.36 **"SOW"** means a statement of work executed by the Parties, specifying the terms and conditions, deliverables, and compensation for delivery of Professional Services or other items.

1.37 **"Subscription License"** shall have the meaning ascribed thereto in Section 2.1.

1.38 **"Third Party Appliance"** means an off---the shelf, third party manufactured, computer hardware appliance (a server) that is provided "AS IS" by AirWatch and on which a third party operating system and other third party operating software is loaded by the third party manufacturer and on which components of the Software is loaded to support up to a recommended maximum 2,000 Licensed Unit deployment.

1.39 **"Third Party Software"** means any software or other product that is (i) owned by one or more third parties; (ii) licensed by AirWatch from such third parties; (iii) not included in the Software as Embedded Software; and (iv) subsequently sublicensed by AirWatch "AS IS" to User, as reflected in an Order.

1.40 **"Unit User"** means an individual user of a Licensed Unit who is an officer, director, employee, contractor, representative, or agent of User or User's Affiliate.

1.41 **"Updates"** are only available to those users who have purchased and are current on Maintenance and mean error corrections, patches, bug fixes, new releases, new versions, and updates of the Software that are generally made available by AirWatch to such users for no fee and may contain substantial new features, functions of performance, and/or extensions or improvements of capabilities (for example, updates from version 1 to version 1.1, 1.1.1 or 2.1), provided, however, that to the extent that AirWatch, for a fee, offers to users generally (including those users who have purchased Maintenance) any new products, such products shall not be included in the definition of Updates.

1.42 **"User License"** means a Subscription License and/or Perpetual License, as the context dictates.

1.43 **"User License Fees"** means the license fees paid or payable under a Subscription License and/or Perpetual License, as the context dictates.

2. LICENSE GRANT.

The Software components provided under each User License include those necessary for the number and type of Licensed Units indicated on each Order. Any Affiliate of User may use any license granted hereunder and, in such event, all references to User shall be deemed to be references to the applicable User or Affiliate.

2.1 **Subscription License**. To the extent reflected in an Order, subject to the terms, conditions, payment requirements, and restrictions set forth in this EULA, AirWatch hereby grants to User a limited, revocable, personal, nonexclusive, non---transferable, world---wide, non---sublicensable license to use the Software on a subscription basis, solely for the purposes, and subject to the restrictions, expressly set forth herein (the "Subscription License"). The Order will set forth whether User will receive Hosted Services in conjunction with the Subscription License. If AirWatch is to provide Hosted Services, they will be provided pursuant to Section 6.

2.2 **Perpetual License.** To the extent reflected in an Order, subject to the terms, conditions, payment requirements, and restrictions set forth in this EULA, AirWatch hereby grants to User a limited, paid---up, perpetual (subject only to revocation as provided in this EULA), personal, nonexclusive, non–-transferable, world--- wide, non–-sublicensable license to use the Software solely for the purposes, and subject to the restrictions, expressly set forth herein (the "Perpetual License"). If AirWatch is to provide Hosted Services, they will be provided pursuant to Section 6.

2.3 **General Rights.** In connection with any User License, User may make a reasonable number of copies of the Software for backup, testing, disaster recovery, or archival purposes and/or for internal use, provided User also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained in the Software and/or Documentation and do not remove any such marks from the original. In connection with any User License, User may only employ a third party who is a direct competitor of AirWatch to provide management, staging, support, hosting, or similar services with regard to the Software on its behalf with the prior written consent

of AirWatch. The Order will reflect the License Type for the Software license and the number of Licensed Units. Unless otherwise stated herein or on an Order, the Software is licensed on a per Device basis, in which case: (i) the Software may only be used or accessed by User on no more than the number of Devices specified on each Order, but the license for the Software may be transferred from Device to Device and (ii) there is no limit on the number of computers from which the Devices may be monitored using the Software.

3. LICENSE RESTRICTIONS.

User shall use industry---standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care it utilizes for the protection of its own software and other confidential and proprietary information. User further agrees that it:

3.1 Shall not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any other Person (other than Unit Users) (i) the User License, (ii) the Software; (iii) any use or application of the Software; or (iv) User's rights under this EULA;

3.2 Shall use the Software solely for User's internal use with User's ordinary business operations, only in accordance with all applicable laws and regulations, and in a manner consistent with this EULA or any supplemental limitations specified or referenced in the relevant Order, if any;

3.3 Shall not use the Software except as specified or referenced in the Documentation or use the Documentation except for supporting its authorized use of the Software;

3.4 Shall not modify, adapt, translate, duplicate (except as expressly set forth in this EULA), disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or otherwise attempt to discover the underlying source code of the Software, for any purpose (unless enforcement is prohibited by applicable law and then, to only the extent specifically permitted by applicable law, and only upon providing AirWatch with reasonable advance written notice and opportunity to respond);

For the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any Derivatives based upon the Software, whether for User's internal use or for license or for resale;

Shall not use the Software, and will ensure that the Software is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage ("Critical Applications");

Shall not use the Software without obtaining its own APNs Certificate from Apple if User uses the Software to manage Devices running on iOS; and

Shall not permit any Person, whether acting directly or on behalf of User, to breach or violate any of the restrictions set forth in this Section 3.

4. THIRD PARTY SOFTWARE.

Third Party Software may be provided in addition to the Software as a convenience, but is not required or necessary for the use of the Software. Except as explicitly stated in Section 11.10, any Third Party Software (including any appurtenant maintenance and/or support purchased) listed on an Order is provided "AS IS", with no warranties of any kind. Any Third Party Software sublicense will terminate when this EULA terminates, when the User License terminates, or when the Software is no longer being used by User. User shall not reverse engineer, modify, copy, distribute, or otherwise disclose the Third Party Software, which shall be subject to the same restrictions as those set forth with respect to the Software in Section 3.

5. MAINTENANCE AND SUPPORT.

5.1 **Included Services.** Maintenance shall be provided in accordance with AirWatch's then---current Maintenance Specifications. Maintenance is offered for only the Software. AirWatch will provide Maintenance for prior releases and versions for a period of one (1) year following the initial release date of the superseding release or version.

5.1.1 **Subscription License**. All Subscription Licenses include Maintenance and the monthly, quarterly, or annual license fees for the Subscription License reflected on the Order include all Maintenance Fees. In the case of Subscription Licenses, Maintenance may not be separated from the Subscription License and may not be terminated without also terminating the Subscription License.

5.1.2 **Perpetual License.** With respect to Perpetual Licenses, User shall initially subscribe to Maintenance on a twelve month basis dated from the Effective Date of this EULA("Maintenance Period"). User hereby purchases

Maintenance at the price set forth in the Order and the initial Maintenance Period begins on the Effective Date. User may not elect to exclude any of the Software or any of the Licensed Units from Maintenance during the Maintenance Period. At least thirty (30) days' prior to the expiration of any Maintenance Period, AirWatch shall provide written notice to User of the Maintenance Fees for the upcoming Maintenance Period. Thereafter, with respect to all Licensed Units under license, User may elect to (i) renew Maintenance, or (ii), elect not to renew Maintenance. In the event User adds Licensed Units under a Perpetual License pursuant to Section 8 during a Maintenance Period, the Maintenance Fees for such Licensed Units shall be prorated from the date they are added to the end of the then---current Maintenance Period at the rate for Maintenance Fees in effect for such Maintenance Period. If AirWatch is providing Hosted Services in a shared environment in connection with Devices under Perpetual Licenses and User elects to terminate Maintenance, then AirWatch may terminate the Hosted Services with no further obligations or liability, until such time as Maintenance is reinstated or the Maintenance Fees are brought current

5.2 **Additional Work.** To the extent that AirWatch is requested to provide services to User beyond AirWatch's standard Maintenance, the resulting services shall be provided to User as Professional Services under an Order or SOW, billed at AirWatch's then---current negotiated rates for Professional Services, and invoiced to User as provided in Section 9. All Professional Services provided at User's site shall be subject to AirWatch's then---current negotiated expense reimbursement policies and under a separate order or SOW.

6. HOSTED SERVICES.

Hosted Services are provided whenever AirWatch will host the Software on User's behalf, as set forth in the Order. Section 6 does not in any way apply in instances where User will host the Perpetual Licenses or Subscription Licenses on its own premises, and, in all such circumstances, User shall have no rights and AirWatch shall have no obligations under this Section 6.

6.1 **Systems Management.** AirWatch, or its hosting supplier, shall: (i) provide all necessary hardware and communications facilities in connection with delivery of Hosted Services (the "AirWatch Server(s)"); (ii) use commercially reasonable efforts to monitor and maintain the host servers and to ensure continuous connectivity, availability, and operation of the host servers on the World Wide Web; and (iii) monitor hardware and systems Software and environmental controls and take commercially reasonable actions based on detected problems or issues as necessary to achieve the service levels set forth herein.

6.2 **Availability.** AirWatch shall use commercially reasonable efforts to maintain the availability of the server(s) on which AirWatch or its hosting supplier(s) host the Software on behalf of User ("Availability") to allow User the ability to dial into or otherwise remotely access ("Access") the AirWatch Server 99.9% of the calendar month, time excluding any period of time designated by AirWatch during which AirWatch may limit or suspend Access to the AirWatch Server and/or Software so that AirWatch may perform routine maintenance (the "Scheduled Maintenance Window").

6.3 **Outage *Notification and Classification*.** Upon discovery by User of a failure or lack of Availability for any period of time of at least one minute during which User is unable to utilize the Hosted Services due to AirWatch's failure to provide User with the specified services (an "**Outage**"), User shall notify the Customer Support Center. Upon verification of such a failure or lack of Availability, AirWatch, in consultation with User, will promptly issue an internal case number, classified as Level 1, 2, or 3 (described below). Classifications of Outages are as follows:

6.3.1 Level 1: Complete Outage of the Hosted Services;

6.3.2 Level 2: Significant, frequent and recurring complications or disruptions in User's Access to the AirWatch Server where such failures adversely impact User's business operations, although the Hosted Services remain substantially operational; or

6.3.3 Level 3: Minimal interference or disruptions in User's Access to the AirWatch Server causing insignificant impact to User's business operations.

6.4 **AirWatch Response Times.** Upon issuing an internal case number, classified as either Level 1, 2, or 3 in the manner set forth in Section 6.3, AirWatch agrees to use commercially reasonable efforts to respond to reported failures according to the following schedule:

- Level 1: 1 hour, as measured from the time of issuance of the internal case number by AirWatch;
- Level 2: 2 hours, as measured from the time of issuance of the internal case number by AirWatch; or

- Level 3: 1 Business Day, as measured from the time of issuance of the internal case number by AirWatch.

The AirWatch response times set forth in this Section 6.4 are not excluded from Outage computations for credit calculations under Section 11.4 unless the Outage itself is the result of an Excluded Event as defined in Section 11.4.

6.5 Other Parties. If an Outage occurs as a result of action or inaction by any party other than AirWatch, AirWatch shall use commercially reasonable efforts to restore Availability. In the event such Outage occurs as a result of action or inaction by User, then the restoration of Availability will be invoiced for User's account at AirWatch's then–current time and expense negotiated rates. If in the event that User and AirWatch are unable to agree on a negotiated time and expense rates pursuant to a separate contract between AirWatch and the User, then AirWatch will have no further liability under this Agreement.

7. THIRD PARTY APPLIANCE.

7.1 Delivery. Third Party Appliances may be delivered to User when User will host the Software on its own premises, but are not delivered in every instance. If and as set forth in the Order, User has agreed to purchase Third Party Appliance(s) in connection with a Perpetual License, AirWatch will provide the Third Party Appliance(s) to User with the number of pre---loaded licenses for Licensed Units reflected on the Order. This Section 7 does not in any way apply unless a Third Party Appliance is provided and, in all other circumstances, User shall have no rights and AirWatch shall have no obligations under this Section 7.

7.2 Manufacturer's Warranties. AirWatch hereby assigns to User all assignable warranties, representations, covenants, and indemnities granted to AirWatch by any third party in connection with any Third Party Appliance provided to User and all assignable remedies for breach of such warranties, representations, covenants and indemnities.

8. ADDITIONAL ORDERS.

In the event that User wishes to place additional Licensed Units under a User License or avail itself of any other offerings set forth herein, the Parties shall execute an Order detailing the number and type of additional User Licenses and/or other offerings to be obtained. Pricing for such Orders shall be as set forth in the original Order, subject to any pricing changes made pursuant to Section Error! Reference source not found or, if no pricing is provided in the original Order, AirWatch's then---current published prices shall apply.

9. USER PAYMENT OBLIGATIONS.

User agrees to pay the license and/or Maintenance fees, and such other fees as set forth in a task order, to Reseller pursuant to the payment terms forth in the task order. Unless otherwise set forth in the task order, all fees are due and payable within thirty (30) days of the date of invoice. Any amounts not paid in accordance with the task order shall be subject to the terms of the Prompt Payment Act.

9.1 Reseller Payments. AirWatch acknowledges that User will pay all initial fees under this EULA and the applicable Order(s) to Reseller. Should User and Reseller terminate their business relationship; or in the event Reseller files for bankruptcy protection, sells all or substantially all of its assets, or ceases to do business in the ordinary course, User may continue purchasing any products and/or services as set forth in this EULA directly from AirWatch.

10. CONFIDENTIALITY AND PROPRIETARY RIGHTS.

10.1 Confidential Information. In the course of performance of this EULA, either Party ("**Discloser**") may find it necessary to disclose to the other Party ("**Recipient**"), or Recipient may otherwise obtain from Discloser, certain information which is confidential ("**Confidential Information**"). "Confidential Information" means non–-public information concerning a Discloser's operations, methods of doing business, technologies, technical designs, research and development, know how, trade secrets, software source code, software, software documentation, computer programs, algorithms, technical specifications and data, testing and bench–- marking procedures and results, customers, personnel, vendors, financial information, and other information which (i) has been the subject of reasonable efforts by Discloser to be kept secret and (ii) is information that would reasonably be considered proprietary or confidential. Confidential Information does not include information that: (a) becomes part of the public domain prior to or after the time of disclosure, through no improper action of Recipient; (b) was already in the possession of Recipient at the time of disclosure; (c) is received by Recipient from a third party, provided that such Confidential Information was not, to Recipient's knowledge, obtained by such third party, directly or indirectly, from Discloser; (d) is developed independently by Recipient without the benefit of any Confidential

Information disclosed by Discloser hereunder; (e) is not treated as confidential by Discloser; or (f) is approved for release by Discloser, in its sole discretion, in writing and in advance. Recipient shall use any Confidential Information received (or Derivatives thereof) solely for the purpose of performing its obligations under this EULA. Recipient shall not disclose or permit any Person access to any Confidential Information, except to Recipient's officers, directors, employees, contractors, representatives, or agents on a need to know basis and where all such officers, directors, employees, contractors, representatives, or agents have confidentiality obligations at least as restrictive as those set forth in this Section 10.1. Recipient agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information (and any Derivatives thereof), using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. AirWatch acknowledges that User may be required under Federal Law (i.e. the Freedom of Information Act) to release AirWatch Confidential Information that does not constitute a trade secret. If Recipient is required by a governmental agency, law, or court of law to disclose any Confidential Information of Discloser, Recipient must first, if legally permissible, give written notice of the required disclosure to Discloser; take reasonable steps to allow Discloser to seek to protect the confidentiality of the Confidential Information required to be disclosed; and then disclose only that part of the Confidential Information which, in the written opinion of Recipient's legal counsel, it is required to disclose. The obligations under this EULA will continue: (i) with respect to Confidential Information (and/or Derivatives thereof) that does not constitute a trade secret, for a period of five (5) years after the termination of this EULA; and (ii) for any Confidential Information (and/or Derivatives thereof) that constitutes a trade secret, for so long as such information remains a trade secret under applicable law. All Confidential Information and Derivatives thereof will be returned to Discloser within ten (10) days following the termination of this EULA. Without limiting the foregoing or the license restrictions set forth in Section 3, User shall not disclose any AirWatch Confidential Information, including the Software, to any competitor of AirWatch.

10.2 **Title**. User acknowledges that the Software (including Enhancements and Updates), any Derivatives, any Deliverables, and all AirWatch copyrights, names, trademarks, trade names, service marks or any other identifying characteristics are proprietary intellectual property of significant value and goodwill to AirWatch (the "**AirWatch IP**") and the Software and all AirWatch IP are owned by AirWatch. This EULA only grants User the right to use the AirWatch IP specified in this EULA under the terms and restrictions specified in this EULA. User does not, and will not, acquire any other right, title or interest in any AirWatch IP, which will at all times remain the exclusive property of AirWatch or the applicable third party licensor to AirWatch. User will not remove, suppress or modify in any way any proprietary marking which is on or in the Software, which is visible during their operation, or which is on any media supplied with the Software, except where expressly allowed. User acknowledges and agrees that AirWatch shall be the sole owner of any Enhancements, Updates, upgrades, new versions, or new releases of the Software or Derivatives or Deliverables that are developed by AirWatch during the term of this EULA and thereafter, all of which shall be AirWatch IP. Without limiting the foregoing, User expressly acknowledges and agrees that AirWatch shall be the sole owner of any newly---developed intellectual property, including, but not limited to newly---developed, revised, or modified source code related in any way to the Software or AirWatch's general business, regardless of whether developed, revised, or modified in response to User's requests, suggestions, or ideas, even if performed as a part of Professional Services paid for by User, all of which shall be AirWatch IP. During the term of this EULA and thereafter, User shall not assert the invalidity of the AirWatch IP, or contest AirWatch's right, title or interest therein and thereto, and User shall not cause, influence, or assist in any manner whatsoever, any other Person to make any such assertions or contest.

11. LIMITED WARRANTIES; REMEDIES; DISCLAIMERS; LIMITATION OF LIABILITY.

11.1 **Limited Software Warranty and Remedies.** In connection with Subscription or Perpetual Licenses granted hereunder, AirWatch warrants that the Software delivered by AirWatch to User, will substantially perform, in all material respects, in accordance with the Documentation (the "Software Warranty") for the ninety (90) day period following the Delivery Date ("Software Warranty Period"). If deviations from the requirements set forth in the Software Warranty occur within the Software Warranty Period, the Software is considered non---conforming and, upon written notice to AirWatch within the Software Warranty Period, AirWatch will, without additional compensation, either (1) use its reasonable efforts to repair, at its facilities, the Software; or (2) replace the Software, in each case to correct the nonconformity. If, in AirWatch's discretion, AirWatch is unable to correct the nonconformity within a reasonable period, or if neither option (1) nor (2) is commercially feasible, then (i) AirWatch shall provide written notice to User and (ii) User shall terminate this EULA and the relevant Subscription or Perpetual License. Upon such User termination, AirWatch shall refund the appropriate amount as set forth below.

The Software Warranty Period is not extended in any way by any Enhancement or Update, by placing more Licensed Units under license, or by any delivery of additional Software and replacement or repair of the Software does not extend the Limited Warranty Period, provided, however, the foregoing events are governed by the Maintenance Warranty described in Section 11.6, for so long as User is subscribed to Maintenance. For clarity, newly purchased User Licenses receive the Software Warranty from their Delivery Date, but purchasing new User Licenses does not extend the Software Warranty Period for previously purchased User Licenses. The Software Warranty does not cover any Software: (i) that has not been used in accordance with this EULA and the Documentation; (ii) that has been altered in any way by User or any third party not under the control of AirWatch, or their employees or agents; (iii) that is used in an operating environment other than as specified in the Documentation; (iv) where such nonconformity in the Software is due to abuse, neglect, or other improper use by User; or (v) where reported errors or nonconformities cannot be reproduced by AirWatch, working, in good faith, with User's assistance.

11.1.1 **Refund of Subscription License**. If User terminates this EULA and a related Subscription License pursuant to Section 11.1, with respect to the affected Software, (i) AirWatch shall refund to User any Subscription License Fees and any unused Other Fees that have been prepaid to AirWatch by User and (ii) User shall comply with Section 12.3.1.

11.1.2 **Refund of Perpetual License**. If User terminates this EULA and a related Perpetual License pursuant to Section 11.1, then with respect to the affected Software, (i) AirWatch shall refund to User any Perpetual License Fees paid by User and the unused remainder of any Other Fees prepaid to AirWatch by User and (ii) User shall comply with Section 12.3.1.

11.2 **Infringement Claims**. In the event of any third party claim against User that User's use of the Software, as delivered by AirWatch to User and used in accordance with this EULA and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, the Department of Justice shall have the right to exercise sole control of such case. At any point during the case, AirWatch may consult with the Department of Justice concerning the case and may intervene in the proceedings, at its own expense and through counsel of its own. Upon first learning of such third party claim against User, User shall (i) notify AirWatch in writing within thirty (30) days of the claim; and (ii) provide AirWatch with the information, assistance and authority to enable AirWatch to perform assist or intervene in the proceedings pursuant to this Section 11.2. In any action based on claim of infringement, AirWatch may, at its option and own expense and as its entire obligation to User with respect to such claims, either: (1) procure the right for User to continue using the Software in accordance with the provisions of this EULA; (2) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non---infringing without incurring a material diminution in performance or function; (3) replace the Software with a non---infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, AirWatch shall provide written notice that neither (1), (2), nor (3) may be achieved and User shall terminate this EULA and the Subscription or Perpetual License(s), as the case may be, for the affected Software. Following such User termination AirWatch shall issue a refund to User as described below. AirWatch shall have no liability or obligations for an infringement claim pursuant to this Section 11.2 to the extent that it results from: (a) modifications to the Software made by a party other than AirWatch, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Software with non---AirWatch equipment, devices, software or data, unless the claim would not have occurred but for the use of the Software in the combination, operation or use; (c) the use of an unsupported version of the Software; (d) use of the Software outside the scope of this EULA or the Documentation; (e) AirWatch's use of any designs, plans, instructions, specifications, diagrams or the like, provided by User; or (f) User's failure to use all applicable Enhancements and Upgrades to the Software made available to User by AirWatch, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on User's ability to retain legal counsel at its own expense to monitor the proceedings.

Refund of Subscription License. If User terminates this EULA and a related Subscription License pursuant to Section 11.2, with respect to the affected Software, (i) AirWatch shall refund to User the unused remainders of any Subscription License Fees and Other Fees that have been prepaid to AirWatch by User; and (ii) User shall comply with Section 12.3.1.

Refund of Perpetual License. If User terminates this EULA and a related Perpetual License pursuant to Section 11.2, with respect to the affected Software, (i) AirWatch shall refund to User the Perpetual License Fees amortized over a three (3) year depreciation period from the Delivery Date and the unused remainder of any prepaid Other Fees and (ii) User shall comply with Section 12.3.1.

11.3 Anti-Virus and Disabling Code Warranty and Remedies. In connection with User Licenses granted hereunder, AirWatch warrants that it shall use industry standard anti---virus software to scan the Software for Viruses prior to delivery **(the "Anti--Virus Warranty").** "**Virus**" means any computer virus, software code, or device designed to disable, damage, impair, erase, deactivate, or electronically repossess the Software. Notwithstanding the foregoing, (i) any enabling or license keys included with the Software for the purpose of activating the Software, and/or (ii) any tracking mechanisms for measuring or ascertaining the number of Licensed Units under license, User's conformance with the license restrictions set forth in Section 3 of this EULA, and/or other compliance matters included with the Software, shall not constitute a Virus for purposes of this Section 11.3. With respect to any alleged breach of the warranty set forth in this Section 11.3, AirWatch shall only be liable to User for a breach of the Anti---Virus Warranty, if User notifies AirWatch within the thirty (30) day time period immediately following the discovery of the Virus by User. User's sole and exclusive remedy and AirWatch's sole obligation for a breach of the Anti---Virus Warranty is to replace all copies of the affected Software in the possession of User with copies that do not contain a Virus.

11.4 Limited Hosted Services Warranty and Remedies. If and only if User is receiving Hosted Services, AirWatch warrants that User will have Access to the Hosted Services 99.9% of the calendar month (the "Hosted Services Warranty"). To the extent that the Hosted Services fail to conform to the Hosted Services Warranty, User may request service credits ("Outage Credits") in accordance with this Section 11.4 as User's sole and exclusive remedy and AirWatch's sole obligation. All Outage measurements will be rounded up or down to the nearest one minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AirWatch's internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service Fees for the month in which the Outage occurred. Outage Credits will be calculated in accordance with the following table:

CUMULATIVE DURATION OF OUTAGE PERIODS WITHIN A PARTICULAR CALENDAR MONTH	PERCENTAGE OF THE HOSTED SERVICES FEES TO BE CREDITED AS AN OUTAGE CREDIT
45 MINUTES THROUGH 3 HOURS, 36 MINUTES	10%
3 HOURS, 37 MINUTES THROUGH 7 HOURS, 12 MINUTES	20%
GREATER THAN 7 HOURS, 12 MINUTES	30%

In no event will the Outage Credits accrued in any calendar month exceed, in the aggregate across all events, thirty percent (30%) of the amount invoiced in that calendar month for the Hosted Service Fees. The Outage Credits set forth herein are not cumulative and may not be carried from one month to the next. User must request any Outage Credit due hereunder within sixty (60) days of the date it accrues (i.e. upon a report that the last Outage for the calendar month has been resolved). User waives any right to credits not requested within such sixty (60) day period. Outage Credits will be issued once validated by AirWatch and applied toward the next invoice following the month in which the Outage Credit is validated by AirWatch. This Section 11.4, including the Outage Credits provides User's sole and exclusive remedy for any interruptions, deficiencies, or failures of any kind of the Hosted Services. This Section 11.4 and any Outage Credits will not apply in the case of an Excluded Event. "Excluded Event" means any event that adversely impacts the Hosted Services that is caused by (a) the acts or omissions of User, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by AirWatch; (c) Force Majeure events; (d) a Scheduled Maintenance Window; (e) any suspension of Hosted Services pursuant to Section 9; or (f) the unavailability of any User personnel required to restore Hosted Services, including as a result of User's failure to provide AirWatch with accurate, current contact information.

11.5 Limited Third Party Appliance Warranty and Remedies. If and only if AirWatch is providing a Third Party Appliance to User, without in any way modifying or expanding the Software Warranty (as defined in Section 11.1) or any other warranty, AirWatch warrants that, when the Third Party Appliance is used in accordance with the third

party manufacturer's documentation and the Software is used in accordance with the Documentation and this EULA, the Software will operate on the Third Party Appliance (the "**Appliance Warranty**") for the ninety (90) day period following the Delivery Date (the "**Appliance Warranty Period**"). In the event the Third Party Appliance fails to operate with the Software during the Appliance Warranty Period, upon User's written notice to AirWatch within the Appliance Warranty Period, AirWatch shall either (i) use its reasonable efforts to repair at its facilities the Third Party Appliance; or (ii) replace the Third Party Appliance. AirWatch reserves the right to replace any non---conforming Third Party Appliance with another product of similar quality and purpose. Replacement or repair of the Third Party Appliance during the Appliance Warranty Period does not extend the Appliance Warranty Period and the delivery of additional Third Party Appliances does not extend the Appliance Warranty Period. The Appliance Warranty does not cover any Third Party Appliance: (a) that is not used in accordance with the third party manufacturer's documentation; (b) that has been altered in any way by User or any third party, or their employees or agents; (c) to which additional software has been added by User or any third party, or their employees or agents, (d) where nonconformities in the Third Party Appliance are due to abuse, neglect, or other improper use by User; or (e) where reported errors or nonconformities cannot be reproduced by AirWatch, working in good faith, with User's assistance.

11.6 Limited Maintenance Warranty and Remedies. AirWatch warrants to User that the correction of errors in and improvements to the Software by Updates and Enhancements pursuant to Maintenance or other Deliverables provided in connection with Maintenance will substantially conform, in all material respects, to (i) the Maintenance Specifications and (ii) to the Documentation ("**Maintenance Warranty**"). If deviations from the requirements set forth in the Maintenance Warranty occur within the then---current Maintenance Period, the Maintenance services provided are considered non–-conforming and, upon written notice provided to AirWatch within the then---current current Maintenance Period, AirWatch will, without additional compensation, either (1) use its reasonable efforts to repair the nonconformities; or (2) re---perform the Maintenance services to eliminate the nonconformities. If, in AirWatch's discretion, AirWatch is unable to correct the nonconformities within a reasonable period, or if neither option (1) nor (2) is commercially feasible, AirWatch shall provide written notice and the User shall terminate this EULA and relevant Subscription or Perpetual licenses. Upon such User termination:

(i) under a Subscription license, User shall receive a refund of the unused remainders of any prepaid Subscription License Fees and Other Fees that have been prepaid to AirWatch by User; and

(ii) under a Perpetual License, User shall receive a pro---rata refund of any Maintenance Fees paid for the then---current Maintenance Period.

THE MAINTENANCE WARRANTY SHALL NOT APPLY IN INSTANCES WHERE USER HAS NOT PURCHASED OR HAS DISCONTINUED MAINTENANCE. The Maintenance

Warranty does not cover any Maintenance, Updates, or Enhancements: (a) that have not been used in accordance with this EULA and the Documentation; (b) that have been altered in any way by User or any third party, or their employees or agents; (c) that are used in an operating environment other than as specified by AirWatch; (d) where the nonconformities are due to abuse, neglect, or other improper use by User; (e) where reported errors or nonconformities cannot be reproduced by AirWatch working in good faith, with User's assistance; or (f) where Maintenance Fees not subject to a good faith dispute have not been timely paid pursuant to Section 9 .

11.7 Limited Professional Services Warranty and Remedies. AirWatch warrants to User that, solely with respect to Professional Services, for a period of ninety (90) days following the completion of such Professional Services (the **"Services Warranty Period**"), (i) any Professional Services provided will be consistent with generally accepted industry standards for the performance of services of a similar nature and (ii) any Professional Services provided and any Deliverables resulting therefrom will substantially conform, in all material respects, to such specifications as are agreed to by the Parties in an SOW or Order (the **"Services Warranty**"). If deviations from the requirements set forth in the Services Warranty occur within the Services Warranty Period, the Professional Services are considered non---conforming and, upon written notice to AirWatch within the Services Warranty Period, AirWatch will, without additional compensation, either (1) use its reasonable efforts to repair the nonconformities; or (2) re---perform the Professional Services to eliminate the nonconformities. If, in AirWatch's discretion, AirWatch is unable to correct the nonconformities within a reasonable period, or if neither option (1) nor (2) is commercially feasible, AirWatch shall refund to User any fees paid for the nonconforming Professional Services. Replacement or repair of the Professional Services during the Services Warranty Period does not extend the Services Warranty Period. The Services Warranty does not cover any Professional Services or

Deliverables: (a) that have not been used in accordance with this EULA and any specifications related to the Professional Services or Deliverables; (b) that have been altered in any way by User or any third party, or their employees or agents; (c) that are used in an operating environment other than as specified in the Documentation; (d) where the nonconformities are due to abuse, neglect, or other improper use by User; or (e) where reported errors or nonconformities cannot be reproduced by AirWatch working in good faith, with User's assistance.

11.8 **Disclaimers**. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11, THE SOFTWARE, HOSTED SERVICES, THIRD PARTY APPLIANCE, MAINTENANCE, UPDATES AND ENHANCEMENTS, PROFESSIONAL SERVICES, OR OTHER DELIVERABLES PROVIDED AS A RESULT OF THE PERFORMANCE OF MAINTENANCE OR PROFESSIONAL SERVICES (COLLECTIVELY, **THE "WARRANTY SUBJECT MATTER**") ARE PROVIDED "AS IS" AND AIRWATCH AND ITS LICENSORS, DEVELOPERS, AND OTHER SUPPLIERS (THE "AIRWATCH PARTIES") FURTHER DISCLAIM THAT THE FUNCTIONS CONTAINED IN THE WARRANTY SUBJECT MATTER WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE WARRANTY SUBJECT MATTER WILL BE ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 11 ARE THE ONLY WARRANTIES PROVIDED FOR THE WARRANTY SUBJECT MATTER, AND THE REMEDIES FOR BREACHES OF SUCH LIMITED WARRANTIES ARE EXCLUSIVE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11, THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, OPERATION OF LAW, TRADE USAGE, COURSE OF PERFORMANCE OR DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, TITLE, ACCURACY, OR COMPLETENESS; ALL SUCH WARRANTIES BEING SPECIFICALLY AND FULLY DISCLAIMED BY THE AIRWATCH PARTIES. OTHER WRITTEN OR ORAL REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS FROM AIRWATCH OR ANY OTHER SOURCE REGARDING THE PERFORMANCE OF THE WARRANTY SUBJECT MATTER THAT ARE NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON THE AIRWATCH PARTIES AND ARE HEREBY EXPRESSLY DISCLAIMED.

11.9 **GSA Schedule 70 Contract.** FOR CLAIRTY (1) AIRWATCH IS NOT A PARTY TO THE GSA SCHEDULE 70 CONTRACT BETWEEN THE AIRWATCH RESELLER AND THE GOVERNMENT; (2) THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT BETWEEN THE AIRWARCH RESELLER AND THE GOVERNMENT UNDER FAR 52.212–-4(O); AND (3) IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVT RESERVES ALL RIGHTS AND REMEDIES AGAINST THE AIRWATCH RESELLER UNDER THE GSA SCHEDULE 70 CONTRACT BETWEEN THE AIRWARCH RESELLER AND THE GOVERNMENT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 USC 7101–-7109.

11.10 **Assignment of Third Party Software Warranty and Disclaimer.** During the term of the sublicense, AirWatch hereby assigns, sublicenses, or passes through to User all assignable warranties, representations, covenants, and indemnities granted to AirWatch by any third party in connection with any Third Party Software (including any appurtenant maintenance and/or support purchased) and all assignable remedies for breach of such warranties, representations, covenants, and indemnities. To the extent that AirWatch is not permitted to assign any of such protections to User, AirWatch will, at User's expense, enforce such protections on behalf of User to the extent AirWatch is permitted to do so under the terms of the applicable third party license. IN NO EVENT WILL AIRWATCH BE LIABLE FOR SUCH THIRD PARTY SOFTWARE (INCLUDING ANY APPURTENANT MAINTENANCE AND/OR SUPPORT) AND AIRWATCH SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF NON–-INFRINGEMENT) AND DISCLAIMS LIABILITY INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE CAUSED BY ANY THIRD PARTY SOFTWARE.

11.11 **Limitation of Liability**. EXCEPT FOR BREACHES OF SECTIONS 3 (LICENSE RESTRICTIONS) OR 10 (CONFIDENTIALITY AND PROPRIETARY RIGHTS) OR CLAIMS UNDER THE INDEMNITY PROVISIONS OF THIS EULA, (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, REVENUE, DATA, OR DATA USE AND (B) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR ANY ORDER, WHETHER SUCH ACTION IS BROUGHT IN LAW, EQUITY, CONTRACT OR TORT

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE LIMITED TO THE USER LICENSE FEES PAID BY USER IN THE LAST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS ALL PAYMENTS MADE IN RESPECT OF OTHER CLAIMS SUBJECT TO THIS LIMITATION UNDER THIS EULA. NOTHING IN THIS SECTION 11.10 SHALL IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO COMPANY'S MULTIPLE AWARD SCHEDULES CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§3729---3733.

12. TERM AND TERMINATION.

12.1 Term and General Termination Rights. This EULA will commence on the Effective Date and will continue until the date it is terminated in accordance with the terms of the schedule contract or the task/purchase Order, or as set forth herein. User shall have the right to terminate this EULA at any time and return of the Software to AirWatch. Government termination shall be governed by applicable Federal Acquisition Regulation.

12.2 User Termination. User may terminate this EULA in accordance with Federal Acquisition Regulation (FAR) 52.212---4(m):(i) in the event of a material breach by AirWatch of this EULA.

12.3 Effect of Termination.

12.3.1 User Obligations. Upon the termination or expiration of this EULA and any related User License for any reason whatsoever (i) any User License will automatically and immediately terminate, (ii) User will immediately cease and desist from all use of the Software in any way, (iii) User shall immediately remove the Software from any and all Central Processing Units (CPUs), hard drives, storage media, servers, and/or Licensed Units on which it is installed, and
(iv) within ten (10) days after the effective date of the termination or expiration of this EULA and any related User License, User is required to uninstall and either return or destroy the applicable Software and provide a written certification executed by an officer of User certifying such action. Except for termination pursuant to Section 12.2, upon termination, User shall pay any fees then owing under this EULA as of the date of termination within thirty (30) days.

12.3.2 Subscription Licenses. Except as otherwise expressly stated herein, User is entitled no refunds or payments of any kind shall be due User.

Perpetual Licenses. Except as otherwise expressly stated herein, User entitled no refunds or payments of any kind shall be due User.

12.4 Survival. The provisions of this EULA that by their sense and context are intended to survive termination of this EULA, will so survive the termination of this EULA.

13. NOTICES.

Except as otherwise provided herein, all notices, consents, requests, instructions, approvals, and other communications made, required, or permitted under this EULA will be given to the parties at the addresses listed on the Order by: (i) personal service, deemed effective on reported delivery date; (ii) recognized international or overnight courier, deemed effective on reported delivery date; (iii) facsimile transmission, deemed effective on delivery date confirmation; or (iv) email transmission, deemed effective on delivery date confirmation.

14. AUDITS.

User shall maintain records regarding the number of Licensed Units monitored by the Software and shall make such information available to AirWatch upon request. In addition to accessing the foregoing records, for the purposes of (i) determining the number of Licensed Units in use by User and (ii) verifying compliance with Section 3 (License Restrictions) and the terms and conditions of this EULA, AirWatch, upon reasonable notice to User, may, at its expense, conduct audit reports as follows:

- **Subscription License.** With respect to a Subscription License, AirWatch may, from time to time, remotely run license reports.
- **Perpetual License.** With respect to a Perpetual License AirWatch may inspect the log files of the Software at mutually agreeable times.

AirWatch acknowledges that it must adhere to any security measures User may deem appropriate, including requiring all AirWatch representatives or independent auditors the necessary security clearances to access User's site.

15. GENERAL PROVISIONS.

15.1 Export Laws. The Software is subject to United States export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. User agrees to comply with all domestic and international export and import laws and regulations that apply to the Software and acknowledges that User has the responsibility to obtain any and all necessary licenses to export, re---export, or import the Software. More specifically, User covenants that it shall not, directly or indirectly, sell, export, re---export, transfer, divert, or otherwise dispose of any Software, source code, or technology (including products derived from or based on such technology) received from AirWatch under this EULA to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

15.2 Assignment. This EULA, including any rights, licenses or obligations under this EULA, may not be assigned or otherwise transferred (whether by operation of law, merger, reorganization, or otherwise) by User to any other Person without the prior written consent of AirWatch and any attempt to do so in violation of the terms hereof shall be null and void.

15.3 Force Majeure. A Party is not liable under this EULA for non---performance caused by a Force Majeure, if the Party makes reasonable efforts to perform. This provision does not relieve either Party of its obligation to make payments then owing.

15.4 Independent Contractor. AirWatch shall at all times be considered an independent contractor under this EULA. Nothing contained herein will be construed to create the relationship between the Parties of principal and agent, employer and employee, partners or joint venturers.

15.5 No Third Party Beneficiaries. This EULA is for the benefit of User and AirWatch and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

15.6 Non---Waiver. The failure of either Party to require the performance by the other Party of any provision hereof will not constitute a waiver of that provision or the required performance. The waiver by either Party of any breach of any provision of this EULA will only be valid if given in an executed written instrument and any such waiver will not constitute a waiver as to any subsequent breach or continuation of the same breach.

15.7 Headings. Headings are used in this EULA for convenience only and shall not affect any construction or interpretation of this EULA.

15.8 Language. In the event that AirWatch or another party has provided User with a translation of this EULA from the English language to another language, User agrees that such translation is provided for convenience only; that the American English language version of this EULA governs the relationship between AirWatch and User; and, if there is any conflict between the American English language version of this EULA and such translation, the American English language version shall take precedence. All disputes arising under this EULA shall be resolved in the English language.

15.9 Miscellaneous. The Parties agree that AirWatch will not incur any additional obligations or liabilities from any inconsistent or extra terms of the Schedule 70 Contract between the AirWatch Reseller and the Government which are controlling as between the AirWatch Reseller and the Government, but to which AirWatch is not a party. If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this EULA. Any modification or amendment to this EULA will be effective only upon written mutual agreement of the Parties.

AirWatch (VMWare) End User License Agreement (EULA)

VMWARE END USER LICENSE AGREEMENT FOR U.S. FEDERAL END USERS

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

THIS END USER LICENSE AGREEMENT APPLIES ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT OR AN ELIGIBLE ORDERING ACTIVITY. THIS END USER LICENSE SHALL BE INCORPORATED IN ANY ORDERS ISSUED BY SUCH CUSTOMERS. IF THE CUSTOMER IS NOT AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT OR AN ELIGIBLE ORDERING ACTIVITY (EXCLUDING STATE AND LOCAL GOVERNMENT ENTITIES), THEN VMWARE'S END USER LICENSE AGREEMENT AT WWW.VMWARE.COM/DOWNLOAD/EULA APPLIES.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

1.1 "Customer" or "You" means the federal government entity, or other Eligible Ordering Activity named in the Order.

1.2 "Documentation" means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, in all cases being "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 and Federal Acquisition Regulation ("FAR") 12.212, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.3 "Eligible Ordering Activity" means an agency or activity that is specifically authorized in accordance General Services Acquisition Regulation ("GSAR") 552.238-78 to place an Order against a GSA Schedule Contract.

1.4 "Guest Operating Systems" means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.

1.5 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

1.6 "License" means a license granted under Section 2.1 (General License Grant).

1.7 "License Key" means a serial number that enables You to activate and use the Software.

1.8 "License Term" means the duration of a License as specified in the Order.

1.9 "License Type" means the type of License applicable to the Software, as more fully described in the Order.

1.10 "Open Source Software" or "OSS" means software components embedded in the Software and provided under separate license terms, which can be found either in the open_source_licenses.txt file (or similar file) provided within the Software or at www.vmware.com/download/open_source.html.

1.11 "Order" means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and, in either case is subject to acceptance by VMware as set forth in Section 4 (Order).

1.12 "Parties" means the Customer as defined in Section 1.1 and VMware.

1.13 "Product Guide" means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.

1.14 "Schedule Holder" means the entity holding the GSA Schedule or other prime contract under which the government has placed its Order.

1.15 "Support Services Terms" means VMware's Support and Subscription Services ("SnS") Terms and Conditions for U.S. Federal End Customers, a copy of which is provided as Attachment A to this EULA.

1.14 "Software" means the VMware Tools and the VMware computer programs listed on VMware's commercial price list,in all cases being "commercial computer software" pursuant to DFARS 227.7202 and FAR 12.212, and to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a Support and Subscription Service contract and that is not subject to a separate license agreement.

1.15 "Territory" means either:

(a) If the Customer has been invoiced within the fifty United States of America, the fifty States of the United States of America and U.S. Government facilities outside of those fifty States. For purposes of this section, "U.S. Government Facilities" means buildings that are both 100% owned and controlled by the Customer and includes land, bases, installations, vessels, craft, and ships that are both 100% owned and controlled by the U.S. Government. In the foregoing sentence, "owned" also includes leased throughout the entire term of the Order.

(b) If the Customer has been invoiced outside of the fifty United States of America, the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.

1.16 "Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.

1.17 "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.

1.18 "VMware" means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States.

1.19 "VMware Tools" means the suite of utilities and drivers licensed by VMware under the "VMware Tools" name that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

2. LICENSE GRANT.

2.1 General License Grant. VMware grants to You a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment)) commercial item license to use the Software and the Documentation during the period of the license and within the Territory, solely for Your internal business operations, and subject to the provisions of the Product Guide. Unless otherwise indicated in the Order, licenses granted to You will be perpetual, will be for use of object code only, and will commence on either delivery of the physical media or the date You are notified of availability for electronic download.

2.2 Third Party Agents. Under the License granted to You in Section 2.1 (General License Grant) above, You may permit Your Third Party Agents to access, use, and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.

2.3 Copying Permitted. You may copy the Software and Documentation as necessary to install and run the quantity of copies licensed, but otherwise for archival purposes only.

2.4 Benchmarking. You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.com prior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.com to request such review and approval) prior to such publication and distribution.

2.5 VMware Tools. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine, provided that You agree to be liable for compliance by those third parties with the terms and conditions of this EULA.

2.6 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the open_source_licenses.txt file, the Documentation or, as applicable, the corresponding source files for the Software available at www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2 (License Grant), and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms. To the extent the license for any Open Source Software requires VMware to make available to You the corresponding source code and/or modifications (the "Source Files"), You may obtain a copy of the applicable Source Files from VMware's website at www.vmware.com/download/open_source.html or by sending a written request with Your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All requests should clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date You acquired this Software.

3. RESTRICTIONS; OWNERSHIP.

3.1 License Restrictions. Without VMware's prior written consent, You must not, and must not allow any third party to: (a) use Software in an application services provider, service bureau, or similar capacity for third parties; (b) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of VMware's Software done by or on behalf of You, except as specified in Section 2.4 (Benchmarking); (c) make available Software in any form to anyone other than Your employees or contractors who require access to use Software on behalf of You in a matter permitted by this EULA, except as specified in Section 2.2 (Third Party Agents); (d) transfer or sublicense Software or Documentation to any third party, except as expressly permitted in Section 12.1 (Transfers; Assignment); (e) use Software in conflict with the terms and restrictions of the Software's licensing model and other requirements specified in Product Guide and/or VMware quote; (f) except to the extent permitted by applicable mandatory law, modify, translate, enhance,

or create derivative works from the Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except as specified in Section 3.2 (Decompilation); (g) remove any copyright or other proprietary notices on or in any copies of Software; or (h) violate or circumvent any technological restrictions within the Software or specified in this EULA, such as via software or services.

3.2 Decompilation. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware, provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.

3.3 Ownership. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order. VMware reserves all rights not expressly granted to You. VMware does not transfer any ownership rights in any Software.

3.4 Guest Operating Systems. Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.

4. ORDER. Your Order is subject to this EULA, except as required by applicable law or the Schedule's Order of Precedence clause. No Orders are binding on VMware unless this EULA is expressly incorporated in each Order and the Order is accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order.

5. RECORDS AND AUDIT. During the License Term for Software and for two (2) years after its expiration or termination, You will maintain accurate records of Your use of the Software sufficient to show compliance with the terms of this EULA. During this period, VMware will have the right to audit Your use of the Software, at VMware's own expense, to confirm compliance with the terms of this EULA. That audit is subject to reasonable notice by VMware and will not unreasonably interfere with Your business activities. VMware may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. VMware, and any third-party auditor, shall not have physical access to Your computing devices in connection with any such audit without Your prior written consent. You will reasonably cooperate with VMware and any third party auditor. VMware reserves the right to seek recovery of any underpayments revealed by the audit in accordance with the Contract Disputes Act and the Disputes clauses in the FAR, GSAR, or other applicable agency supplement. . No payment obligation shall arise on Your behalf until conclusion of the dispute process. In the event an audit necessitates access to classified information as that term is defined in the National Industrial Security Program Operating Manual (NISPOM), the audit will be conducted by auditor(s) possessing a personal

security clearance ("PCL", as defined in the NISPOM) at the appropriate level. Classified information will be disclosed only to person(s) having a need-to-know who possess a PCL.

6. SUPPORT AND SUBSCRIPTION SERVICES. Except as expressly specified in the Product Guide, VMware does not provide any Support or Subscription Services for the Software under this EULA. You have no rights to any updates, upgrades, or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware Support or Subscription Services. These Support or Subscription Services are subject to the Support Services Terms.

7. WARRANTIES.

7.1 Software Warranty, Duration and Remedy. VMware warrants to You that the Software will, for a period of ninety (90) days following notice of availability for electronic download or delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in that Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You the amount paid by You for that Software, in which case the License for that Software will terminate.

7.2 Software Disclaimer of Warranty. OTHER THAN THE WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS EULA, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Defense and Indemnification. Subject to the remainder of this Section 8 (Intellectual Property Indemnification) and 28 U.S.C. § 516, in the event of any third party claim that the Software infringes any patent, trademark, or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License ("Infringement Claim"), VMware shall indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement approved by VMware; provided that You: (i) promptly notify VMware in writing of the Infringement Claim; (ii) allow VMware such opportunity to participate in the defense of such Infringement Claim and any settlement negotiations as is offered by applicable laws, rules, or regulations; and (iii) reasonably cooperate in response to VMware requests for assistance. You shall make every effort to permit VMware to participate fully in the defense and/or settlement of any such Infringement Claim; however, VMware understands that such participation will be under the control of the U.S. Department of Justice.

8.2 Remedies. Should the Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense, do one of the following: (a) procure the rights necessary for You to make continued use of the affected Software; (b) replace or modify the affected Software to make it non-infringing; or (c) if VMware determines that the foregoing alternatives are not reasonably available, You agree to terminate the License to the affected Software and discontinue the related support services on VMware's written request, and upon Your certified deletion of the affected Software, VMware will refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 (Remedies) shall limit VMware's obligation under Section 8.1 (Defense and Indemnification) to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's written request to terminate the affected License. This is subject and limited to the Government's right to require continued use of the Software pursuant to 28 U.S.C. § 1498. In the event of such continued use, You agree to notify VMware in writing and undertake at Your expense the defense of any Infringement Claim against You, and VMware shall have no further indemnification obligation; however, VMware may participate at its own expense in the defense of any such action if such claim is against VMware.

8.3 Exclusions. Notwithstanding the foregoing, VMware will have no obligation under this Section 8 (Intellectual Property Indemnification) or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware version would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; or (f) any Software provided on a no charge, beta or evaluation basis. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS SECTION 8 (INTELLECTUAL PROPERTY INDEMNIFICATION) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR ONE MILLION U.S. DOLLARS ($1,000,000.00 USD). THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THIS AGREEMENT TO NO GREATER EXTENT THAN PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733).

9.2 Further Limitations. VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1 (Limitation of Liability). You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises or such longer period as is mandated by the Contract Disputes Act of 1978 (41. U.S.C. 7101-7109).

10. TERMINATION.

10.1 EULA Term. The term of this EULA begins on the notice of availability for electronic download or delivery of the Software and continues until this EULA is terminated in accordance with this Section 10.

10.2 Termination for Breach. Subject to, and to the extent not prohibited by, the Contract Disputes Act and FAR 52.233-1 (Disputes), VMware may terminate Your License if it is determined that You failed to comply with the terms stated herein.

10.3 Termination for the Government's Convenience. You may terminate Your License in accordance with GSAR 552.212-4(l), if applicable.

10.4 Effect of Termination. Upon termination of this EULA by either party: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease; and (b) You must cease all use of all Software, and return or certify destruction of all Software and License Keys (including copies) to VMware, and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5 (Records and Audit), 7.2 (Software Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General).

11. CONFIDENTIAL INFORMATION.

11.1 Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software. Confidential Information does not include Classified Information as defined in the NISPOM.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the Parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this EULA, and will disclose the

Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

11.3 Exceptions. Recipient's obligations under Section 11.2 (Protection) with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure. To the extent Confidential Information becomes subject to the Freedom of Information Act (5 U.S.C. § 552), You agree that such Confidential Information is considered by VMware to be VMware trade secrets which would cause undue business hardship and a waiver from disclosure is applicable. You will provide VMware timely notice of any FOIA request for its Confidential Information and permit VMware the opportunity to object to its release.

12. GENERAL.

12.1 Transfers; Assignment. Except to the extent transfer may not legally be restricted or as permitted by VMware's transfer and assignment policies, in all cases following the process set forth at www.vmware.com/support/policies/licensingpolicies.html, You will not assign this EULA, any Order, or any right or obligation herein or delegate any performance without VMware's prior written consent, which consent will not be unreasonably withheld. VMware may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and VMware may assign this EULA to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), the Customer shall recognize VMware's successor in interest following a transfer of VMware's assets or a change in VMware's name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. VMware may use its affiliates or other sufficiently qualified subcontractors to provide services to You, provided that VMware remains responsible to You for the performance of the services.

12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. Failure to enforce a provision of this EULA will not constitute a waiver.

12.4 Severability. If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this EULA.

12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word 'including' means "including but not limited to".

12.7 Governing Law. This EULA is governed by the applicable federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it. Notwithstanding the foregoing, for any Orders placed with a VMware authorized reseller, the reseller may at VMware's request bring a claim on VMware's behalf to enforce the terms of this EULA.

12.9 Product Guide. In addition to the above sections, Your use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference, but only to the extent that all terms and conditions in the Product Guide are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341 and 41 U.S.C. §6301), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (41 § U.S.C.6405), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Product Guide or this EULA are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under this EULA.

GSA has not vetted or approved the contents of the Product Guide.

For each version of the Software, VMware will not change the generally applicable terms of this EULA for which the Customer obtains a license.

This EULA shall not be modified by any terms embedded in and/or delivered with any new release of the Software, including Major Releases, Minor Releases and Maintenance Releases, each as defined in the Support Services Terms, made available to You after the Effective Date of this EULA, provided, however, that any new release of the Software will be subject to the product-specific terms in the then-current Product Guide. Such product-specific terms may include the license metric for the Software and license terms related to third party code that has been incorporated in the Software. Notwithstanding any provision of the Support Services Terms, for the "Major Release" of the Software available at the

time of Your Order, any change in the Product Guide to license notes for the Software for any "Minor Releases" of the Software made available to You after the date of purchase will not apply to You except to the extent that the change is required in order to comply with the license terms related to third party code that has been incorporated in the Software, and all such Product Guide license notes will be generally applicable to VMware's licensees. "Major Release" and "Minor Release" have the meaning attributed to them in the Support Services Terms.

12.10 Entire Agreement. This EULA, and any amendments hereto, , and the Product Guide contain the entire agreement of the Parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the Parties regarding the subject matter hereof.

12.11 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

THESE VMWARE, INC. SUPPORT AND SUBSCRIPTION SERVICES "SNS" TERMS AND CONDITIONS APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT, OR OTHER ELIGIBLE ORDERING ACTIVITY. THESE VMWARE, INC. SUPPORT AND SUBSCRIPTION SERVICES "SNS" TERMS AND CONDITIONS SHALL BE INCORPORATED IN ANY ORDERS ISSUED BY SUCH CUSTOMERS. IF THE CUSTOMER IS NOT AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT OR AN ELIGILBLE ORDERING ACTIVITY (EXCLUDING STATE AND LOCAL GOVERNMENT ENTITIES), THEN THE VMWARE, INC. SUPPORT AND SUBSCRIPTION SERVICES "SNS" TERMS AND CONDITIONS AT WWW.VMWARE.COM APPLY.

VMware, Inc., a Delaware corporation ("VMware"), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the "Services") to the Customer per the terms of this Agreement (the "Agreement") and as set forth at the VMware Support Services Website at http://www.vmware.com/support/services/. The Effective Date, Software, and Services level will be set forth on the applicable enterprise license agreement, SnS order form, Customer's purchase Order, or, if Customer has purchased support on a per-incident basis ("Per Incident"), in the registration form completed by Customer upon such purchase (collectively the "Order").

1. Definitions.

1.1 "Customer" or "You" means the federal government entity, or other Eligible Ordering Activity named in the Order.

1.2 "Eligible Ordering Activity" means an agency or activity that is specifically authorized in accordance General Services Acquisition Regulation ("GSAR") 552.238-78 to place an Order to be issued under a GSA Schedule Contract..

1.3 "Error" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("Documentation").

1.4 "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.5 "Schedule Holder" means the entity holding the GSA Schedule or other prime contract under which the government has placed its Order.

1.6 "Services Fees" means the fees for Services specified in a corresponding VMware or reseller invoice.

1.7 "Services Period" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.8 "Severity" is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels apply to all Software:

(a) "Severity One" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.

(b) "Severity Two" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) a temporary workaround is available.

(c) "Severity Three" means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) "Severity Four" means (i) general usage questions and cosmetic issues, including errors in the documentation, and (ii) cases opened via email for Zimbra Software.

1.9 "Software" means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.10 "Subscription Services" means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) "Maintenance Release" or "Update" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) "Minor Release" means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) "Major Release," also known as an "Upgrade," means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.11 "Technical Support" means the provision of telephone or web-based technical assistance by VMware to Customer's technical contact(s) with respect to installation and Errors, at the corresponding Services level purchased by Customer.

1.12 "Third Party Products" means any software or hardware that (i) is manufactured by a party other than VMware and (ii) has not been incorporated into the Software.

2. Service Terms.

2.1 Provision of Services. Subject to the terms of this Agreement, VMware shall, during the Services Period, provide Customer with Services at the applicable Services level purchased.

2.2 End of Availability. VMware may, at its discretion, decide to retire Software and/or Services from time to time ("End of Availability"). VMware shall post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at https://www.vmware.com/support/policies/lifecycle.html. Unless prohibited by the Anti-Deficiency Act (Public Law 97-258), VMware shall have no obligation to provide Services for Software that is outside of the applicable Service life.

2.3 Purchase Requirements.

(a) Except as otherwise provided for by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the Software in a given environment (e.g., Test, Development, QA, Production).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Service offering is one (1) year.

(d) These Services Terms and conditions will automatically update to VMware's then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf upon any renewal of Services, but only to the extent that all terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf are consistent with federal law that is applicable, mandatory, and controlling. To the extent the terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf are inconsistent with federal law that is applicable, mandatory, and controlling, they shall be deemed deleted and unenforceable as applied to any Orders under this Agreement.

2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by VMware; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products;

(iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS");

(vi) any customized deliverables created by VMware specifically for Customer as part of consulting services; or(viii); use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation; or

(vii) any issue not covered by Technical Support.

Customer may request assistance from VMware for such problems, for an additional fee.

(b) In the event that VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer

that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities. VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt.

(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

3. Services Offerings and Fees.

3.1 Services Fee Terms.

(a) Services Fees are payable on the date for payment as set forth in the Order. Services Fees are specified in the applicable price list and are non-refundable for Services provided.

(b) In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all or a portion of its Software Licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and Schedule Holder, on behalf of VMware, shall invoice Customer: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License. This paragraph (d) shall not apply to enterprise license agreements.

(e) If Customer originally purchased Services from a VMware Authorized Service Provider and is now renewing only Technical Support through such VMware Authorized Service Provider, Customer may purchase Subscription Services separately on a renewal basis from VMware. The renewal fee for such Subscription Services shall be as set forth in the Order that Customer has issued directly to VMware for such renewal, subject to VMware's acceptance of such Order. "Authorized Service Provider" means a third party that is authorized under contract by VMware to provide first and/or second level Technical Support for the Software.

3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. "VMware Complimentary Update Services" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at https://www.vmware.com/support/policies/opensource.html, but only to the extent that all terms and conditions set forth at https://www.vmware.com/support/policies/opensource.html are consistent with federal law that is applicable, mandatory, and controlling. To the extent the terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf are inconsistent with federal Law that is applicable, mandatory, and controlling (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under this Agreement.

4. Miscellaneous Terms

4.1 Payment Terms. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Schedule Holder, acting on behalf of VMware, shall invoice Customer for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware) unless Customer is exempt from any such taxes, fees or duties, then such taxes, fees or duties shall not be charged to Customer upon VMware's receipt of documentation reasonably acceptable to VMware evidencing Customer's tax-exempt status. All invoices issued hereunder by VMware are due and payable as set forth in the Order.

4.2 Limited Warranty. VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THIS AGREEMENT TO NO GREATER EXTENT THAN PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733).

4.4 Termination. Subject to, and to the extent not prohibited by, the Contract Disputes Act and FAR 52.233-1 (Disputes), VMware may terminate the Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

4.5 Data Protection. Customer acknowledges that correspondence and log files generated in conjunction with a request for Services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

4.6 Other. Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware, except to the extent such assignment or delegation is not legally restricted or permitted. This Agreement shall be governed by the applicable Federal law., This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications,

understandings and agreements. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware, unless such terms and conditions are mandated by applicable federal law. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf and the policies located at https://www.vmware.com/support/policies/index/ are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support guide and support policies periodically, without prior notice. VMware may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and VMware may assign this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), the Customer shall recognize VMware's successor in interest following a transfer of VMware's assets or a change in VMware's name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. VMware may use its affiliates or other sufficiently qualified subcontractors to provide services to Customer, provided that VMware remains responsible to Customer for the performance of the services.

AirWatch Hosted and AirWatch On-Premises Terms and Conditions

VMware Cloud Services Terms of Service

By using a VMware cloud service offering ("Service Offering"), you agree to be bound by these terms of service between you and VMware ("Terms of Service"), and by the applicable Service Description, the VMware Data Processing Addendum, the applicable Support Policy, and the applicable Service Level Agreement, Terms, all of which together constitute the "Agreement". If you do not agree to these Terms of Service or to any other portion of the Agreement you must not use the Service Offering. "You" means you individually (and, as applicable, your Users) or the entity that you represent. If you are entering into the Agreement for an entity, you represent that you have the authority to bind that entity. "VMware", "we" or "us" means VMware, Inc., a Delaware corporation, if the billing address for your Order is in the United States, or VMware International Limited, a company organized and existing under the laws of Ireland, if the billing address for your Order is outside the United States. Capitalized terms used in these Terms of Service are defined throughout these Terms of Service and in Section 14 ("Definitions"). Section references in this document are to the provisions of these Terms of Service.

1. THE SERVICE OFFERING.

1.1 Generally. We may deliver the Service Offering with the assistance of our affiliates, licensors, and service providers. For purposes of the Agreement, a "Service Offering" includes services to host, on your behalf, VMware Software to enable you to use the software in a production environment via internet-based consoles.

1.2 Use of the Service Offering.

1.2.1 You and your Users must comply with all laws, rules, and regulations applicable to your use of the Service Offering and to any Content.

1.2.2 You may use the Service Offering only (a) during the Subscription Term, (b) for your own benefit, and (c) in accordance with the Agreement. To use the Service Offering you must register and set up an authorized account with Login Credentials. You must keep your registration information accurate and complete during the term of the Agreement. You must keep your Login Credentials confidential. You can manage your Service Offering account through the Service Offering portal as specified in the Service Description.

1.2.3 You are responsible for any use of the Service Offering that occurs under your Login Credentials. You are responsible for your Users' compliance with the Agreement. If you become aware of any User's violation of the Agreement you must immediately terminate that User's (a) access to Content and (b) use of the Service Offering. If you believe your account has been compromised, including any unauthorized access to or use or disclosure of any account information, passwords, user names, or Login Credentials, you must notify us as soon as possible by submitting a Severity 1 Service Request (see the applicable Support Policy) or as we may otherwise notify you from time to time.

1.2.4 You may receive software from us, incidental to your use of the Service Offering, which must be installed in your on-premises environment to enable you to use the Service Offering. If that software is subject to an accompanying license agreement, you must comply with the terms of that license. If that software does not have an accompanying license agreement, we grant you a limited license to use that software, only (a) in connection with your use of the Service Offering, (b) for the Subscription Term, and

(c) in accordance with the Agreement.

1.3 Verifying Compliance. We have the right to verify your and your Users' compliance with the Agreement. We may request information from you to assist in that verification, which you must provide to us. If we reasonably believe a problem with the Service Offering may be attributable to any Content or to your or your Users' use of the Service Offering, you must cooperate with us to identify the source of the problem and to resolve the problem.

1.4 Monitoring. We may monitor your and your Users' use of the Service Offering, and collect configuration, performance, usage, and consumption data relating to such use: (a) to facilitate delivery of the Service Offering (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the Service Offering's infrastructure, and preventing or addressing service or technical issues); and (b) to improve our products and services, and your and your Users' experience. You may not block or interfere with any such monitoring.

1.5 Third Party Content. As part of your use of the Service Offering you may receive access to Third Party Content. You are responsible for complying with any terms that may be presented to you when you access that Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified in the Agreement), or warranty or condition of any kind. We may suspend or terminate provision of any Third Party Content at any time, and any such suspension or termination will not be deemed a material, detrimental change.

1.6 Evaluation and Beta Use. We may offer any new Service Offering, or a new feature or functionality of an existing Service Offering, on an evaluation or beta basis ("Evaluation Service"). If you use any Evaluation Service, the terms of this Section 1.6 govern that use, and control over any conflicting provision of these Terms of Service; provided however that the term "Service Offering" will include an Evaluation Service in all provisions that are not in conflict with the provisions of this Section 1.6. If you have already joined a separate beta program, then the terms of that program will apply.

1.6.1 You may only use an Evaluation Service (a) for internal testing and evaluation purposes, and (b) for the period we specify. Unless we specify otherwise use of an Evaluation Service will be for a period of 30 days beginning on the date we provide you Login Credentials for or access to the Evaluation Service. You will not have access to the Evaluation Service or to Content in the Evaluation Service after your authorized use period ends.

1.6.2 Use of an Evaluation Service may require additional terms from a third party service provider.

1.6.3 You may use the Documentation provided with an Evaluation Service solely in support of your authorized use of the Evaluation Service.

1.6.4 We will provide the Evaluation Service (a) free of charge, (b) without support, (c) "AS IS", and (d) without indemnification, warranty or condition of any kind. No service level commitment will apply to the Evaluation Service.

1.6.5 The Data Processing Addendum does not apply to your use of any Evaluation Service.

1.6.6 You must not put any of the following into an Evaluation Service: (a) production data; or (b) any information relating to an identified or identifiable natural person; or (c) Prohibited Data. If you put any such data into an Evaluation Service, you do so at your own risk, and we will not be responsible for the consequences of that use.

1.6.7 If you use an Evaluation Service in violation of the terms of the Agreement, including Section 1.6.6, you will indemnify us as specified in Section 10.1.

1.6.8 Certain features or functionality of a particular Service Offering, as specified in the applicable Service Description, may not be available in an Evaluation Service for any feature or functionality within that Service Offering. Provision of any Evaluation Service, or any feature or functionality in an Evaluation Service, does not constitute our commitment to offer it or the Evaluation Service on a generally available basis.

1.6.9 We may terminate or modify an Evaluation Service at any time, and any such suspension or termination will not be deemed a material, detrimental change.

1.6.10 As consideration for access to and use of an Evaluation Service, you will, from time to time, as we may reasonably request, provide feedback (including comments and suggestions) to us, and only to us, concerning (a) information that we may disclose in Feedback Sessions, and (b) the functionality and performance of the Evaluation Service. We may use any feedback you provide with regard to the Evaluation Service as specified in Section 1.8.

1.6.11 You will use reasonable efforts to participate in marketing and publicity activities related to an Evaluation Service, as we may reasonably request from time to time.

1.7 Open Source Software. You may receive open source software when you use the Service Offering or any Evaluation Service. The open source software you receive, as well as open source software that you may interact with when using the Service Offering and that we are required to disclose to you, is made available under the applicable open source licenses, found at http://www.vmware.com/download/open_source.html. You can obtain a copy of these licenses and any source code (and modifications) that we are required to make available under these licenses ("Source Files") at the foregoing URL or by sending a written request, with your name and address, to: VMware, Inc., Attention: General Counsel, 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All requests must clearly specify: "Open Source Files Request". This offer to obtain a copy of the Source Files is valid for three years from the date you last received open source software or interacted with the open source software when using the Service Offering.

1.8 Feedback. We may elect in our sole discretion to use, for any purpose, any feedback (such as comments or suggestions) that you or any User provide to us regarding the Service Offering. You represent that you have the right to give us that feedback. You must not submit any Confidential Information to us as feedback without our express prior written consent. You hereby grant us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of, and otherwise exploit the feedback without restriction in any manner now known or in the future conceived, and to make, use, sell, offer to sell, import, and export any product or service that incorporates the feedback.

1.9 Modifications.

1.9.1 We may from time to time change (a) the Service Offering, (b) the terms of your access to the Service Offering, or (c) any portion of the Agreement. We will post notice of updates on the My VMware portal, or other sites, pursuant to our standard policies. If we make a material, detrimental change to the Service Level Agreement, we will post notice at least 90 days prior to the effective date of the change. The modified Agreement will become effective as of the date specified in our notice. Your continued use of the Service Offering after the effective date of any modification to the Agreement will be deemed acceptance of the modified terms. It is your responsibility to check the Service Offering portal and the My VMware portal regularly for updates.

1.9.2 If we make a material, detrimental change to the Service Offering or to any part of the Agreement you may terminate the Agreement by notifying us not later than 30 days after the effective date of the change. If you terminate the Agreement pursuant to this Section 1.9.2, the termination will be effective as of (a) the date we receive your notice or (b) any later date specified in your notice (but in any event the effective termination date will not be more than 45 days after the date on which we receive your notice). If you terminate a subscription-based Service Offering pursuant to this Section 1.9.2 we will refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

1.9.3 If we agree (in our sole discretion) to any modifications to these Terms of Service with regard to any Service Offering, those modifications must be in a written agreement signed by both you and us. Those modifications will continue to apply to future versions of these Terms of Service with respect to that Service Offering, unless the written agreement specifies otherwise.

1.10 Disclosures. If VMware is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any of your or any User's Confidential Information or any Content, we will provide you with notice and a copy of the demand, as soon as practicable, unless we are prohibited from doing so pursuant to applicable law or regulation. If you or the User request, we will, at your (or the User's) request and expense, take reasonable steps to contest and to limit the scope of any required disclosure.

2. DATA PROTECTION AND SECURITY. We will process Content in accordance with the Data Processing Addendum. You are responsible for ensuring that the security of the Service Offering is appropriate for your intended use of the Service Offering and the storage, hosting, or processing of any Content. You are responsible for taking and

maintaining appropriate steps to protect the confidentiality, integrity, and security of all Content from unauthorized access, use, loss, or destruction. Those steps include (a) controlling access you provide to your Users, (b) configuring the Service Offering appropriately,

(c) ensuring the security of Content while it is in transit to and from the Service Offering, (d) using encryption technology to protect Content, and (e) backing up Content. You are responsible for providing any necessary notices to Users, and establishing relevant legal grounds and/or obtaining any legally required authorizations or consents from Users regarding their use of the Service Offering.

3. ACCEPTABLE USE.

3.1 General Restrictions. You and your Users must not: (a) resell or sublicense the Service Offering; or (b) use the Service Offering (i) in a way prohibited by law, regulation, or governmental order or decree,

(ii) to violate any rights of others, (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account, or network, (iv) to distribute spam or malware, (v) in a way that could harm the Service Offering or impair anyone else's use of it, (vi) in a way intended to work around the Service Offering's technical limitations, recurring fees calculation, or usage limits, or (vii) for any High Risk Activities.

3.2 Content Restrictions.

3.2.1 You must not post, and you must take steps to ensure that no User posts, any Content that: (a) may create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness, or any other loss or damage to any person or property; (b) may constitute or contribute to a crime or a tort; (c) includes any data that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (d) contains any information or content that you or the User do not have a right to upload into the Service Offering.

3.2.2 Some Service Offerings may not permit any Prohibited Data to be uploaded to, hosted by, stored in, or processed by the Service Offering. You must not use any such Service Offering to transmit, store, host, or process any Prohibited Data; if you do, then you are solely responsible for the consequences of such use, and you will indemnify VMware as specified in Section 10.1.

3.2.3 The Service Offerings are not intended for use by children under the age of 13 (in the United States) or such other age as provided by applicable law in other countries. Unless you have obtained the appropriate prior consent for such use, you may not allow any such Service Offering to be offered to children under the applicable statutory age of consent, and you must not use the Service Offering to collect, disclose, publish, or store information about children under the legal age of consent where prohibited by applicable law.

3.3 Violations of Acceptable Use. If you become aware that any Content or any User's use of the Service Offering violates Section 3.1 ("Acceptable Use; General Restrictions") or Section 3.2 ("Acceptable Use; Content Restrictions") you must take immediate action to remove the applicable Content and/or to suspend the User's use of the Service Offering. We may ask you to take action within a certain time period. If you fail to comply with our request we may suspend your account pursuant to Section 6 ("Suspension").

3.4 Notification of Infringement Concerns. If you believe that your copyrighted work has been copied and is accessible on the Service Offering in a way that constitutes copyright infringement you may send a notice to our copyright agent, providing the following information: (a) a description of the copyrighted work that you claim has been infringed and a description of the infringing activity; (b) the location of the material that you claim is infringing, such as the URL where it is posted; (c) your name, address, telephone number, and email address; (d) a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; (e) your statement under penalty of perjury that the information in your notice of infringement concern is accurate, and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your electronic or physical signature,

as the copyright owner or as the person authorized to act on the copyright owner's behalf. Solely for purposes of reporting copyright infringement, please contact VMware's copyright agent as follows:

VMware, Inc.
Intellectual Property Counsel
3401 Hillview Avenue
Palo Alto, California 94304
United States of America
Email: copyright@vmware.com
Telephone: +1-877-486-9273

4. INTELLECTUAL PROPERTY OWNERSHIP.

4.1 Ownership of Service Offering. As between you and us, we and our licensors and service providers own and retain all right, title, and interest in and to the Service Offering and any related VMware Software, including all improvements, enhancements, modifications, and derivative works thereof, and all Intellectual Property Rights therein. This includes any information we collect and analyze in connection with the Service Offering. Your rights to use the Service Offering are limited to those expressly granted in the Agreement. No other rights with respect to the Service Offering, any related VMware Software, or any related Intellectual Property Rights are implied.

4.2 Ownership of Content. As between you and us, you and your Users retain all right, title and interest in and to any Content and all Intellectual Property Rights therein. Our rights to access and use Content are limited to those expressly granted in the Agreement.

5. ORDERS, DELIVERY, PAYMENT, AND TAXES.

5.1 Orders Generally. All Orders are subject to the terms of the Agreement and are not binding until accepted by us. Your Order will be deemed accepted when we provide your Login Credentials. We are not required to provide the Service Offering to you until you provide to us all information we require for processing your Order and provisioning the Service Offering for you. All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement.

5.2 Delivery. When we accept your Order, we will deliver your Login Credentials to the email address associated with your account. If we ship a physical object in connection with an add-on feature of a Service Offering, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).

5.3 Direct Orders. This Section 5.3 applies only to Orders directly with VMware. If you purchase the Service Offering through a VMware authorized reseller, different terms regarding invoicing, payment, and taxes may apply.

5.3.1 Purchase Orders. If you purchase the Service Offering on a subscription basis (rather than on an on-demand basis, if applicable) you must issue a purchase order to VMware for your initial Order.

5.3.2 Invoicing and Payment. Unless you and we have agreed otherwise, fees for the Service Offering will be governed by the applicable price list at the time of invoicing. You must pay all fees for use of the Service Offering in the amount and currency specified in your invoice, not later than 30 days after the date of the invoice. Some Service Offerings may permit you to pay fees for your use of the Service Offering through a credit card. If a Service Offering does permit payment through a credit card, and you elect to pay through a credit card, then all such payments will be subject to the terms presented to you by our third party credit card payment processor. See the applicable Service Description for details on invoicing and payment.

5.3.3 Taxes. Service Offering fees are exclusive of Taxes. "Taxes" means any sales, VAT, GST (Goods and Services Tax), use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties, and similar charges imposed by any government or other authority. You must pay or reimburse us

for all Taxes arising out of the transactions contemplated by the Agreement. If you are required to pay or withhold any Tax for payments due under the Agreement, you must gross up your payments to us so that we receive all sums due in full and free of any deductions. If you are required to pay any Tax to a taxing authority, you must also provide documentation to us showing that you paid those Taxes. You confirm that we can rely on the name and address you provide to us when you register for the Service Offering or in connection with your payment method as being the place of supply for sales tax and income tax purposes, or as being the place of supply for VAT purposes where you have established your business.

6. SUSPENSION.

6.1 Generally. We may suspend your use of the Service Offering if: (a) payment for the Service Offering is not received within 30 days after the date on which payment is due; (b) you are in breach of the Agreement; (c) you fail to address our request to take action as specified in Section 3.3 ("Acceptable Use; Violations of Acceptable Use"); (d) your use of the Service Offering poses a security risk to the Service Offering or to other users of the Service Offering; or (e) suspension is required pursuant to a subpoena, court order, or other legal requirement. We will give you notice before any suspension if permitted by applicable law or unless we reasonably determine that providing notice presents a risk of harm to the Service Offering or to any person or property.

6.2 Effect of Suspension. You will remain responsible for all fees incurred before or during any suspension. You will not be entitled to any service credits under the Service Level Agreement that you might have otherwise accrued during any suspension.

7. TERM; TERMINATION.

7.1 Term of Agreement. The Agreement takes effect when you click "I accept" or similar button or check box presented to you as part of the sign-up process or when you first use the Serving Offering, whichever is earlier, and will remain in effect during the relevant Subscription Term or until terminated as specified in the Agreement. The applicable Service Description for any Service Offering sets forth details on renewal, including any auto-renew feature, and termination of the Subscription Term.

7.2 Termination for Cause. We may terminate the Agreement effective immediately upon sending you an email notice if you: (a) breach any provision of Section 3.1 ("Acceptable Use; General Restrictions"), Section 3.2 ("Acceptable Use; Content Restrictions"), or Section 13.5 ("Compliance with Laws; Export Control"); (b) do not resolve the underlying cause resulting in a suspension pursuant to Section 6.1 ("Suspension; Generally") (other than suspension due to a subpoena, court order, or other legal requirement) within 10 days after your account is suspended; (c) commit a material breach of the Agreement that cannot be cured; or (d) terminate or suspend your business.

7.3 Termination for Insolvency. We may terminate the Agreement effective immediately upon sending you an email notice if you: (a) become insolvent, admit in writing your inability to pay your debts as they mature, or make an assignment for the benefit of creditors; or (b) become subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

7.4 Effect of Termination.

7.4.1 Upon the effective date of termination of the Agreement for any reason: (a) all rights granted to you under the Agreement, including your ability to use the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. Deletion of Content remaining in the Service Offering will occur as specified in the applicable Service Description. As between you and VMware, you are responsible for ensuring that you have necessary copies of all Content prior to the effective date of any termination.

7.4.2 The Data Processing Addendum (to the extent we continue to process Personal Data (as defined in the Data Processing Addendum) following any termination of the Agreement), and the following sections of these Terms of Service, will survive termination of the Agreement: Sections 1.7 ("The Service Offering; Open Source Software"), 3 ("Acceptable Use"), 4 ("Intellectual Property Ownership"), 5 ("Orders, Delivery, Payment and Taxes"), 7 ("Term; Termination"), 9

("Disclaimer of Warranties"), 11 ("Limitation of Liability"), 12 ("Confidential Information"), 13 ("General"), 14 ("Definitions"), 15 ("Provisions for Data Centers Outside the United States") and 16 (""Provisions for United States Federal, State and Local Government Customers").

7.4.3 Termination of the Agreement, except to the extent termination is permitted under Sections 1.8.2 ("The Service Offering; Modifications") or 10.2 ("Indemnification by VMware"), will not entitle you to any refunds, credits, or exchanges, and you will be liable for all fees incurred as of the effective date of the termination.

8. SUPPORT. We will provide support for the Service Offering in accordance with the applicable Support Policy, and as specified in the applicable Service Description. We will not provide support to end users of any Content.

9. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, FOR OURSELVES AND ON BEHALF OF OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE OFFERING OR TO ANY MATERIALS OR SERVICES PROVIDED TO YOU UNDER THE AGREEMENT, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS. WE DO NOT COMMIT TO FIXING ALL ERRORS. THE SERVICE OFFERING, OR ANY PART OF IT, IS NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES.

10. INDEMNIFICATION.

10.1 Indemnification by You. If we are subject to any third party claim arising from or relating to (a) any Content, (b) any infringement or misappropriation of any Intellectual Property Rights by you or any Users in connection with use of the Service Offering, (c) any violation of law by you or your Users in connection with use of the Service Offering, (d) your use or your Users' use of the Service Offering and any Evaluation Service in violation of the Agreement, or (e) your use or your Users' use of any Third Party Content; then you will indemnify us from costs, fines, and damages finally awarded against us by a court of competent jurisdiction or a governmental agency, or agreed to by us in settlement of the claim. We will

(i) provide you with notice of the claim within a reasonable period of time after learning of the claim, and

(ii) have sole control over the claim's defense and settlement. You will reasonably cooperate in response to our requests for assistance. You may not settle or compromise any indemnified third party claim subject to this Section 10.1 without our prior written consent.

10.2 Indemnification by VMware.

10.2.1 Subject to the remainder of this Section 10.2, we will (a) defend you against an Infringement Claim, and (b) indemnify you from costs, fines, and damages finally awarded against you by a court of competent jurisdiction or a government agency, or agreed to by us in settlement. You will: (i) provide us with notice of any Infringement Claim within a reasonable period of time after learning of the claim; (ii) allow us sole control over the claim's defense and settlement; and (iii) reasonably cooperate in response to our requests for assistance. You may not settle or compromise any Infringement Claim without our prior written consent.

10.2.2 If the Service Offering becomes or in our opinion is likely to become the subject of an Infringement Claim, we will at our option and expense: (a) procure the rights necessary for you to keep using the Service Offering; or (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the Subscription Term.

10.2.3 We will have no obligation under this Section 10.2 or otherwise with respect to any claim based on:

(a) a combination of VMware Software with non-VMware products or content, including any Content and/or any Third Party Content; (b) use of the Service Offering for a purpose or in a manner not permitted by the Agreement; (c) any modification to the Service Offering made without our express written approval; or (d) any Service Offering provided on a no-charge basis, including an Evaluation Service.

10.2.4 This Section 10.2 states your exclusive remedy for any Infringement Claims.

11. LIMITATION OF LIABILITY.

11.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY COSTS, COMPENSATION, OR REIMBURSEMENT WITH REGARD TO LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING OR OF ANY CONTENT, OR LOSS OF DATA, FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, SUPPLY FAILURES BY SERVICE PROVIDERS, OR OTHER INTERRUPTIONS (SUBJECT TO OUR OBLIGATIONS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT), LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER WE OR OUR AFFILIATES, LICENSORS, OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

11.2 Cap on Monetary Liability. OUR AND OUR AFFILIATES' AGGREGATE LIABILITY FOR ANY CLAIM UNDER THE AGREEMENT WILL NOT EXCEED THE GREATER OF: (a) AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO US FOR YOUR USE OF THE PARTICULAR SERVICE OFFERING GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (b) FIVE THOUSAND U.S. DOLLARS ($5,000 USD) (OR THE EQUIVALENT IN LOCAL CURRENCY). THE LIMITATIONS OF LIABILITY IN THIS SECTION 11.2 WILL NOT APPLY TO (i) VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT OR (ii) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

11.3 Further Limitations.

11.3.1 Our licensors and service providers have no liability of any kind under the Agreement. You may not bring a claim directly against any of them under the Agreement.

11.3.2 You may not bring a claim under the Agreement more than eighteen (18) months after the cause of action arises.

12. CONFIDENTIAL INFORMATION.

12.1 Protection. Either party (the "recipient") may use Confidential Information of the other party (the "discloser") solely to exercise its rights and perform its obligations under the Agreement or as otherwise permitted by the Agreement. You and we will each use reasonable care to protect the other party's Confidential Information in the same manner as we each protect our own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of the Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 12. The recipient may also disclose the discloser's Confidential Information, in accordance with the procedures set forth in Section 1.10.

12.2 Exceptions. The recipient's obligations under Section 12.1 ("Confidential Information; Protection") with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (a) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (b) was disclosed to the recipient by a third party who had the right to make the disclosure

without any confidentiality restrictions; (c) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

13. GENERAL.

13.1 Assignment. You may not assign or transfer the Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent, except in connection with the sale of all or substantially all of your assets, provided that (a) you give us reasonable prior notice of any proposed assignment, and

(b) the assignee agrees in writing to be bound by the Agreement. We may prohibit any assignment to a competitor of ours. Any attempted assignment or transfer of the Agreement without our consent will be void and will be a breach of the Agreement. Subject to these limitations, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

13.2 Notices. Any notice by us to you under the Agreement will be given (a) by email to the email address associated with your account or (b) by posting on either the Service Offering portal or the My VMware portal, except as otherwise set forth in the Agreement. You must direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

13.3 Waiver. Waiver of a breach of any provision of the Agreement will not constitute a waiver of any later breach of that provision, or waiver of a breach of any other provision.

13.4 Severability. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in force to the extent feasible.

13.5 Compliance with Laws; Export Control. Each party will comply with all laws applicable to the actions contemplated by the Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of any other applicable country. You represent and warrant that (a) you, and any User, are not, and are not acting on behalf of, (i) any person who is a citizen, national or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar designated persons list published for the jurisdiction in which the applicable data center is located; (b) you, and any User, will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) no Content will be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located, or contain defense articles, defense services or ITAR-related data;

(d) no Content will require an export license nor is restricted under applicable export control laws from export to any country where VMware or VMware's service providers maintain facilities or personnel; and

(e) you, and any User, are not subject, either directly or indirectly, to any order issued by any agency of the United States government revoking or denying, in whole or in part, your United States export privileges. You must notify VMware immediately if you or any User becomes subject to any such order.

13.6 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under the Agreement, except for your payment obligations, due to any cause beyond its reasonable control including labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.7 Construction. The headings of sections of these Terms of Service are for convenience and are not for use in interpreting these Terms of Service. As used in these Terms of Service, the word "including" means "including but not limited to".

13.8 Language. The Agreement is in English, and the English language version governs any conflict with a translation into any other language.

13.9 Governing Law. The Agreement is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), except as follows: if the Service Offering in your Order is provisioned at a data center that is outside the United States of America, then the governing laws are those of the country in which the data center is located (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply to the Agreement. The Agreement does not affect your statutory rights that cannot be waived or changed by contract.

13.10 Third Party Rights. Other than as expressly provided in the Agreement, the Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it; provided however our licensors and service providers are beneficiaries of the warranty disclaimers and limitations of liability in the Agreement.

13.11 Order of Precedence. The terms of the Agreement will supersede and control over any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by you in connection with any Order for the Service Offering.

13.12 Entire Agreement. The Agreement as it may be modified from time to time is the entire agreement of the parties regarding its subject matter. The Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

14. DEFINITIONS.

14.1 "Confidential Information" means non-public technical, business, or other information or materials disclosed or otherwise made available in connection with the Agreement or the Service Offering, that are in tangible form and labeled "confidential" or the like, or are provided under circumstances reasonably indicating confidentiality. Our Confidential Information includes the Login Credentials. Your Confidential Information does not, for purposes of the Agreement, include any Content.

14.2 "Content" means any and all data uploaded into the Service Offering for storage or hosting, by you or any User, or by us (acting upon your instructions and on your behalf as part of a Service Offering), but does not include (i) Third Party Content, or (ii) data we collect as specified in Section 1.4.

14.3 "Data Processing Addendum" means the then-current version of the VMware Data Processing Addendum, found at www.vmware.com/download/eula.html.

14.4 "Feedback Sessions" means meetings conducted by VMware in connection with an Evaluation Service, in which you participate in person, or by telephone, or via the Internet, including customer summits, customer roundtables, design workshops, and discussions.

14.5 "High Risk Activities" means activities with a likelihood of injury or death, including but not limited to controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario where failure could lead to personal injury, death, or environmental damage.

14.6 "Infringement Claim" means any claim by a third party that any VMware Software used to provide the Service Offering infringes any patent, trademark, or copyright of the third party, or misappropriates a trade secret of the third party (but only to the extent that the misappropriation is not a result of your actions), under the laws of: (a) the United States, (b)

Canada, (c) European Economic Area member states, (d) Australia, (e) New Zealand, (f) Japan, or (g) the People's Republic of China.

14.7 "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

14.8 "Login Credentials" mean any passwords, authentication keys, or security credentials that enable your access to and management of the Service Offering.

14.9 "Order" means the internet order page, or other ordering document, that specifies your purchase of a Service Offering, whether you purchase a subscription or use the Service Offering on an on-demand basis.

14.10 "Prohibited Data" means any of the following types of personal data (i) financial account or payment or credit card information, including information regulated under the Gramm-Leach-Bliley Act; (ii) patient, medical, or other information related to an individual's physical or mental health, and the provision of or payment for health care, whether regulated by HIPAA or any similar federal, state, or local laws, rules, or regulations; (iii) government-issued identifications; or (iv) other information as specified in the applicable Service Description. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder.

14.11 "Service Description" means the then-current version of the Service Description for the particular Service Offering, found at www.vmware.com/download/eula.html. Certain offerings may not have a Service Description; those offerings are described in the then-current version of the VMware Product Guide, found at www.vmware.com/download/eula.html.

14.12 "Service Level Agreement" means the then-current version of the Service Level Agreement for the particular Service Offering, found at www.vmware.com/download/eula.html. Certain offerings may not have a Service Level Agreement.

14.13 "Service Offering" means the VMware cloud service offering specified in your Order, including all features and functionality of that offering, used to store or manage Content.

14.14 "Subscription-based Service Offering" means a Service Offering for which you pay in advance for use of the Service Offering or commit to paying for use of the Service Offering, for a fixed period, as specified in your Order. A subscription-based Service Offering may also include optional services (e.g., add-ons) and metered usage components, as set forth in the applicable Service Description.

14.15 "Subscription Term" means the initial term of your authorized use of the Service Offering, as set forth in the applicable Order, together with any renewal terms (if applicable). The initial term begins on the earlier of (a) the date on which you start using the Service Offering or (b) the date you complete the registration process, or as otherwise specified in the Order or in the applicable Service Description. For purposes of any on-demand Service Offering, "Subscription Term" means the period during which you are using the Service Offering, for which you will be billed, as set forth in the applicable Service Description.

14.16 "Support Policy" means the then-current version of the Support Policy for the particular Service Offering, found at www.vmware.com/download/eula.html.

14.17 "Third Party Content" means data, services, content, software, or applications provided by a third party, that interoperates with the Service Offering. As an example, Third Party Content may include an application that is listed on a marketplace or in a catalog. Third Party Content includes open source software.

14.18 "User" means any person who uses the Service Offering or accesses Content under your Login Credentials, and may include your employees, contractors, service providers, and other third parties.

14.19 "VMware Software" means the software programs listed in our commercial price list.

15. PROVISIONS FOR DATA CENTERS OUTSIDE THE UNITED STATES. If the Service Offering is provisioned at a data center located in the countries listed below, the following provisions replace or supplement the referenced sections of these Terms of Service.

15.1 Australia:

15.1.1 Supplement Section 9 ("Disclaimer of Warranties") with the following additional paragraph:

"Nothing in these Terms of Service (including this Section 9 and Section 1.6) excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. Subject to the preceding sentence, any condition, warranty, guarantee, right or liability which would otherwise be implied in these Terms of Service or imposed by law is excluded. VMware's liability for any breach of any consumer guarantee, right or remedy conferred by the Australian Consumer Law which cannot be excluded is limited, at VMware's option, to supplying the applicable service again or to the payment of the cost of having that service provided again."

15.1.2 Replace the first sentence of Section 13.9 ("Governing Law") with the following:

"The Agreement is governed by the laws of New South Wales, Australia, without regard to conflict of law principles."

15.2 France:

15.2.1 Replace Section 7.3 ("Termination for Insolvency") with the following: "7.3 [Reserved]"

15.2.2 Replace Section 9 ("Disclaimer of Warranties") with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, FOR OURSELVES AND ON BEHALF OF OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE OFFERING OR TO ANY MATERIALS OR SERVICES PROVIDED TO YOU UNDER THE AGREEMENT, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS. WE DO NOT COMMIT TO FIXING ALL ERRORS. THE SERVICE OFFERING, OR ANY PART OF IT, IS NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES.

15.2.3 Replace the last sentence of Section 11.2 ("Cap on Monetary Liability") with the following:

"THE LIMITATIONS OF LIABILITY IN THIS SECTION 11.2 WILL NOT APPLY TO VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE ANY PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, FOR FRAUDULENT MISREPRESENTATION, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW."

15.3 Germany:

15.3.1 Replace the last sentence of Section 1.5 ("Third Party Content") with the following sentence:

"Except as permitted under Sections 6 ("Suspension") and 7 ("Term; Termination") of these Terms of Service, we will only suspend or terminate Third Party Content during a Subscription Term with thirty (30) days prior notice, in which case we will provide a pro-rata refund of any pre-payments (if any) made for such suspended or terminated Third Party Content."

15.3.2 In Section 1.6.2 ("Evaluation and Beta Use"), add the following to the end of the first sentence: "…, except insofar as defects have been fraudulently concealed by us."

15.3.3 Replace Section 7.3 ("Termination for Insolvency") with the following: "7.3 [Reserved]"

15.3.4 Replace Section 9 ("Disclaimer of Warranties") with the following: "9. Limited Warranty.

"9.1 Qualities. During the Service Offering term, the Service Offering will substantially conform to the applicable Service Description unless otherwise stated in the Agreement. We do not commit that the Service Offering will be uninterrupted or that the Service Offering does fulfill any warranty of merchantability or fitness for a particular purpose, or will meet (or is designed to meet) your business requirements, unless stated otherwise in the applicable Service Description or individually agreed between the parties.

"9.2 Warranty. We will correct any defect in the aforementioned qualities of the Service Offering reported to us by you in writing. If we are unable to correct the defect, we will refund an appropriate portion of the fees paid by you with respect to the affected portion of the affected Service Offering.

"9.3 Any Service Credits (as set forth in the Service Level Agreement), will be set off against any refund for breach of warranty, if and to the extent such Service Credits are provided for the same event that entitles you to a refund for breach of warranty.

"9.4 Subject to Section 11, the remedies in Section 9.2 are your sole and exclusive remedies for breach of warranty and our sole and exclusive liability for breach of warranty."

15.3.5 Replace Section 11 ("Limitation of Liability") with the following:

"11.1 Limitation. Our liability for a claim of any nature arising out of the Agreement, regardless of whether the claim is based in contract, tort, strict liability, or otherwise,

"11.1.1 will be limited to damages that are foreseeable and typical for this type of contract ("vertragstypische und vorhersehbare Schäden") arising from a slight negligent breach of a material contractual obligation ("Kardinalpflicht", i.e. an obligation the fulfillment of which is essential to enable the proper performance of the contract, and on which fulfillment you may rely); and

"11.1.2 will not exceed per damage event (i) EUR 250.000 (Two Hundred Fifty Thousand Euro), or (ii) if the aggregate fees paid or payable to us for your access to and use of the Service Offering in the twelve (12) months prior to the event giving rise to your claim are higher, then those fees for the specific Service Offering given rise to such claim (subject to the limit set forth in Section 11.1.3 below).

"11.1.3 In no event will our total and cumulative liability for all claims arising out of the Agreement exceed EUR 500.000 (Five Hundred Thousand Euro).

"11.2 Disclaimer of Liability. In case of slight negligence, we will not be liable for any indirect or consequential damages (including but not limited to any loss of profits, business opportunity, revenue or goodwill), even if we have been advised as to the possibility of such damages.

"11.3 Further Limitations. Our licensors and service providers will have no liability of any kind under the Agreement. You may not bring a claim under the Agreement more than eighteen (18) months after the cause of action arises.

"11.4 Exceptions. Nothing in the Agreement will limit or exclude our liability for death or personal injury, for intentional act or gross negligence, fraudulent misrepresentation, fraudulent concealment of a defect, mandatory liability under the German Product Liability Act (Produkthaftungsgesetz), or liability for any damages resulting from a breach of a given guarantee."

15.4 United Kingdom:

15.4.1 Replace the last sentence in Section 1.5 ("Third Party Content") with the following sentence:

"Except as permitted under Sections 6 and 7 of these Terms of Service, we will only suspend or terminate Third Party Content during a subscription term with thirty (30) days prior notice, in which case we will provide a pro-rata refund of any pre-payments (if any) made for such suspended or terminated Third Party Content."

15.4.2 Supplement Section 7.3 ("Termination for Insolvency") with the following:

" or (c) if you are deemed unable to pay your debts within the meaning of Section 123 of the Insolvency Act of 1986; or (d) suffer or undergo any similar or analogous suspension or proceeding in any jurisdiction."

15.4.3 Add the following to the end of Section 9 ("Disclaimer of Warranties"):

"Any reference to 'warranty or condition' is deemed to refer to 'warranty, condition or other terms', and any reference to 'warranties and conditions' is deemed to refer to 'warranties, conditions, and other terms'."

15.4.4 Replace Section 10.2.4 with the following:

"This Section 10.2 states your exclusive remedy for any Infringement Claims or any assertions or actions arising out of or related to any Infringement Claims."

15.4.5 Replace the last sentence of Section 11.2 ("Cap on Monetary Liability") with the following:

"THE LIMITATIONS OF LIABILITY IN THIS SECTION 11.2 WILL NOT APPLY TO VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT. NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE ANY PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, FOR FRAUDULENT MISREPRESENTATION, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW."

15.4.6 Supplement Section 12.2 ("[Confidential Information] Exceptions") with the following:

"Breach of this Section 12 by the recipient party may cause the disclosing party substantial harm for which monetary damages are an insufficient remedy. Accordingly, each party agrees that the other party may apply for injunctive relief in respect of any threatened or actual breach of this Section 12."

16. PROVISIONS FOR UNITED STATES FEDERAL, STATE AND LOCAL GOVERNMENT CUSTOMERS IN THE UNITED STATES. For United States federal, state and local government customers, the following terms and conditions supersede or modify the referenced provisions of these Terms of Service.

16.1 Replace the preamble with the following:

"If you are an executive agency of the U.S. Government or a state or local government agency, then, in order to be applicable, these terms of service between you and VMware ("Terms of Service") must be incorporated into any Order for a VMware cloud service (the "Service Offering"). These Terms of Service incorporate by reference the applicable Service Description, Data Processing Addendum, Support Policy and Service Level Agreement, all of which together constitute the "Agreement". The incorporation of these additional documents does not diminish your rights under these Terms of Service. If you do not agree to these Terms of Service or to any other portion of the Agreement, or if this Agreement is not incorporated into the Order, you must not use the Service Offering. "You" means the agency or entity accepting the Agreement. "VMware", "we" or "us" means VMware, Inc., a Delaware corporation. Capitalized terms used in these Terms of Service are defined throughout these Terms of Service and in Section 14 ("Definitions"). Section references in this document are to the provisions of these Terms of Service."

16.2 Add the following to the end of Section 1.3 ("Verifying Compliance"):

"VMware and any third party auditor retained by VMware for such verification shall not have physical access to your computing devices in connection with any such verification activities without your prior written consent, which will not be unreasonably withheld."

16.3 Replace the last sentence of Section 1.5 ("Third Party Content") with the following:

"We will use commercially reasonable efforts to provide reasonable notice of that suspension or termination, and will use commercially reasonable efforts to provide access to similar content where necessary to maintain your uninterrupted use of the Service Offering."

16.4 Replace the last two sentences of Section 3.3 ("Violations of Acceptable Use") with the following:

"We may ask you to take action within a reasonable time period to correct a violation, and if you fail to comply with our request we may suspend your account pursuant to Section 6 ('Suspension')."

16.5 Replace Section 5.1 ("Orders Generally") with the following:

"All Orders are subject to the terms of the Agreement, except as required by applicable law or, if applicable, the GSA Schedule's Order of Precedence clause, and are not binding until accepted by VMware. We are not required to provide any Service Offering to you until you provide to us all information we require for processing your Order and provisioning the Service Offering for you. Your Order will be deemed accepted when we provide your Login Credentials."

16.6 Add the following to the end of Section 5.3.3 ("Taxes"):

"This Section 5.3.3 does not apply to you to the extent you are exempt from any Taxes. If you are a state or a local government entity you shall, upon issuing an Order for a Service Offering, provide documentation reasonably acceptable to VMware evidencing your tax-exempt status."

16.7 Add the following at the beginning of the first sentence of Section 6.1 ("Suspension; Generally"):

"Subject to and to the extent not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes) or applicable state law prohibiting a contractor from suspending performance of a contract, …"

16.8 Replace Section 7.1 ("Term of Agreement") with the following:

"The Agreement will be in effect until the earlier of (1) the end of the term specified in the Order or

(2) the date on which the Agreement is terminated as permitted in the Agreement."

16.9 Add the following to the beginning of Section 7.2 ("Termination for Cause"):

"Subject to and to the extent not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes), we may terminate the Agreement if it is determined that you failed to comply with the terms of the Agreement."

16.10 Replace Section 7.3 ("Termination for Insolvency") with the following:

"7.3 Termination by the Government. You may terminate the Agreement for your sole convenience in accordance with FAR 52.212-4(l) or GSAR 552.212-4(l) if either clause is applicable to the relevant Order. You may terminate the Agreement in accordance with FAR 52.212-4(m) or GSAR 552.212-4(m) if either clause is applicable to the relevant Order in the event of our default under the Agreement."

16.11 Replace the first sentence of Section 7.4 ("Effect of Termination") with the following:

"Upon expiration of the Agreement, or in the event of termination of the Agreement in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes): (a) all rights granted to you under the Agreement, including your ability to use the Service Offering, will be terminated; and (b) you must promptly discontinue your use of the Service Offering and delete or destroy any VMware or our licensors' Confidential Information in your possession."

16.12 Replace Section 9 ("Disclaimer of Warranties") with the following:

"TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, FOR OURSELVES AND ON BEHALF OF OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE OFFERING OR TO ANY MATERIALS OR SERVICES PROVIDED TO YOU UNDER THE AGREEMENT, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE

OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS. WE DO NOT COMMIT TO FIXING ALL ERRORS. THE SERVICE OFFERING, OR ANY PART OF IT, IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES."

16.13 Modify Section 10.1 ("Indemnification by You") by adding the following language to the end of the section:

"Notwithstanding anything to the contrary in this Section 10.1, the maximum amount of all fees and damages paid in connection with your indemnification of VMware shall not exceed the amount of appropriated funds available at the time payment must be made."

16.14 Replace Section 10.2.1 with the following:

10.2.1 Subject to the remainder of this Section 10.2 and to the provisions of 28 U.S.C. 516 if you are a federal government entity, or the applicable state statute governing control of litigation if you are a state or local government entity, we will (a) defend you against an Infringement Claim, and

(b) indemnify you from costs and damages finally awarded against you by a court of competent jurisdiction or a government agency or agreed to by us in settlement. You will: (i) provide us with notice of any Infringement Claim within a reasonable period of time after learning of the claim; (ii) allow us the opportunity to participate in the claim's defense and settlement as provided in applicable laws, rules or regulations; and (iii) reasonably cooperate in response to our requests for assistance. You shall make every effort to permit us to participate fully in the defense or settlement of any Infringement Claim; however, we acknowledge that such participation will be under the control of the U.S. Department of Justice if you are a federal government entity, or may be under the control of the applicable state attorney general's office if you are a state or local government entity."

16.15 Replace Section 10.2.4 with the following:

"To the extent permitted by applicable law, this Section 10.2 states your exclusive remedy for any Infringement Claims."

16.16 Add the following to the end of Section 11.2 ("Cap on Monetary Liability"):

"THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733)."

16.17 Replace Section 13.1 ("Assignment") with the following:

"Except to the extent transfer may not legally be restricted, you will not assign the Agreement, any Order, or any right or obligation under the Agreement, or delegate any performance, without our prior written consent, which consent will not be unreasonably withheld. We may assign our right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and we may assign the Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), you shall recognize our successor in interest following a transfer of our assets or a change in our name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns."

16.18 Replace Section 13.9 ("Governing Law") with the following:

"If you are a federal government entity, the Agreement is governed by the applicable federal laws of the United States. If the federal laws of the United States are not dispositive, then to the extent permitted by federal law, the Agreement will be governed by the laws of the State of California, excluding its conflict of law principles. If you are a state or local government entity, the Agreement is governed by the laws of your state, excluding its conflict of laws principles. The Agreement does not affect statutory rights that cannot be waived or changed by contract."

16.19 Add the following to the end of Section 13.10 ("Third Party Rights"):

"Notwithstanding the foregoing, for any Orders placed with a VMware authorized reseller, the reseller may, at our request, bring a claim against you on our behalf to enforce the terms of the Agreement."

16.20 Replace Section 13.11 ("Order of Precedence") with the following:

"Your use of the Service Offering is subject to the Agreement to the extent that all such terms and conditions are consistent with federal law and regulations that are applicable, mandatory, and controlling. To the extent terms and conditions of the Agreement are inconsistent with federal law and regulations that are applicable, mandatory, and controlling (see FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders."

16.21 Add the following new Section 14.17 to Section 14 ("Definitions"):

"14.18 "Documentation" means that documentation that is generally provided to you by VMware with the Service Offering, as revised by VMware from time to time, in all cases being "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 and Federal Acquisition Regulation ("FAR") 12.212, and which may include end user manuals, operation instructions, installation guides, release notes, and on- line help files regarding the use of the Service Offering."

16.22 Replace Section 15 titled "Provisions for Specific Data Centers" with the following:

"For customers procuring a Service Offering under an F-SKU, the Service Offering is provisioned from a data center located in the United States."

16.23 Government Regulations. For purposes of sales to government entities in the U.S., the Service Offering and its Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service Offering and Documentation by or on behalf of the U.S. Government will be governed by the terms and conditions of the Agreement, in conjunction with statutes, regulations, and the terms of the Schedule, and in accordance with the Order of Precedence provision in Section 16.20 of the Terms of Service.

AT&T Mobile Device Deployment Service - Terms and Conditions

AT&T Mobile Device Deployment Service is available only to customers with a qualified AT&T business or government agreement ("Enterprise Agreement") and their Customer Responsibility Users ("CRUs").Covered devices include most major mobile smartphone and tablet devices. Other devices may be qualified for the service with specific approval from AT&T. The subscribing Agency must have a business shipping account, and information on such account must be provided to AT&T for use in shipping devices, including replacement device shipment to end users and prepaid shipping labels for return of damaged devices.

The subscribing Agency is responsible for shipping damaged devices back to AT&T within 3 business days of receipt of the replacement. Any delay in return of damaged devices could result in service delays and limit AT&T's ability to support other replacement requests, as well as shortages in the spares pool for which AT&T is not responsible.

If the subscribing Agency requires AT&T to work directly with the Agency's third party vendors/suppliers, the following terms will apply:

> If the subscribing Agency's spares pool falls below 0.5% or 2 devices per device type, whichever is greater, AT&T will order devices on behalf of the subscribing Agency's account to replenish the spares pool. At the initiation of the AT&T Mobile Device Deployment Services, the subscribing Agency will send a letter of agency to the subscribing Agency's third party vendors (if required) which will instruct the third party vendors that any inquiries and purchases from AT&T are to be treated in the same manner as inquiries or purchases currently received directly from the subscribing Agency. THE SUBSCRIBING AGENCY WILL BE RESPONSIBLE FOR ALL CHARGES FROM A THIRD PARTY VENDOR OR AT&T FOR PURCHASED EQUIPMENT.
>
> The cost of the devices kept in the spares pool is subject to change and reflects the non-activated or full list price of the devices at time of purchase.
>
> If the subscribing Agency's device is out of stock or discontinued, the subscribing Agency will instruct AT&T to either wait for device to be restocked or opt to order a new device make and model. If the subscribing Agency chooses a new make and model a new Gold Image may be required and agrees to pay AT&T the charges associated with creating the new Gold Image.

The Advance Exchange monthly maximum return rate is 2% (24% annually) and is reconciled annually. The subscribing Agency will receive monthly reports reflecting Advance Exchange requests processed against the annual maximum.

Advance Exchange requests above 24% annually are billed at $45 per incident.

AT&T is not required to fulfill Advance Exchange requests if there are insufficient devices in the Agency's spares pool.

The subscribing Agency is responsible for establishing an internal help desk for Tier 1 end user support. Only Tier-2 (Customer Help Desk to AT&T Service Desk) support for Advance Exchange damage reports is included in the fees listed above.

International shipping is optional. The subscribing Agency is responsible for managing customs clearing processes and any associated fees, tariffs or other charges.

AT&T's exclusive warranties to the subscribing Agency and subscribing Agency's exclusive remedy with regard to AT&T Advance Exchange Service are that (i) AT&T will perform the service in a workmanlike manner that meets commercial industry standards in the field to which the work pertains and (ii) AT&T will re-perform any work that fails to comply with the standards set forth as documented specifically with the subscribing Agency without additional charge. EXCEPT AS SET FORTH ABOVE, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

AT&T reserves the right to discontinue the Service in whole or in part and/or terminate the Service at any time without cause.

AT&T IT Professional Services – General Terms and Conditions

1. INTRODUCTION

1.1 These General Terms and Conditions shall apply to all AT&T IT Professional Services ("Services") AT&T provides Customer and its Users under AT&T Mobility GSA Schedule Contract Number 47QTCA19D00MV("Agreement"):

a) **SOW**. A "SOW" means a statement of work that is later executed by the parties and references the Agreement. (b) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

1.2 SOWs are effective, and become part of an Order, when signed by both the Customer and AT&T. ASOW is deemed terminated when the parties' respective obligations have been fully performed, or when it is otherwise terminated according to its terms. In the event of an inconsistency among terms between the Agreement and a SOW, the terms of the SOW shall have priority.

2. CHARGES AND BILLING

2.1 Customer shall pay AT&T for the Services at the rates and charges specified in the SOWs. Charges set forth in the SOWs are exclusive of any applicable taxes.

2.2 Customer will pay surcharges, recovery fees, levies and other similar charges relating to the installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services.

2.3 Invoices for Services are issued monthly. Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges must be paid in the currency specified in the invoice.

2.4 All fees paid are non-refundable. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lower of 1.5% per month (18% per annum) or (c) the maximum rate allowed by law for overdue payments.

2.5 If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 2.4. Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges must be made within 10 business days, and AT&T will reverse any late payment fees that were invoiced in error.

3. RESPONSIBILITIES OF THE PARTIES

3.1 AT&T will assign resources with the appropriate skills to meet the Customer's project requirements. However, any tasks identified that are outside the scope of projects described in the SOWs will be addressed with additional services offered to the Customer through a change order. If the scope of the project, number or locations of Sites, start and finish dates, work to be done, or other material parameters of the project change, AT&T and Customer shall revise the SOWs accordingly or use the change order process and make appropriate revisions to the charges for the Services.

3.2 Customer agrees to provide all information and cooperation necessary for implementation of the Services, including but not limited to access to individuals, determination of schedules, and selection from among alternative designs. Customer shall provide a single point of contact through whom AT&T may obtain information and assistance regarding projects between the parties. AT&T will rely on all information provided by Customer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. Customer will provide a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. **"Hazardous Materials"** mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment.

3.3 Each party shall comply with all applicable laws and regulations.

3.4 Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

3.5 Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's written consent.

4. CONFIDENTIAL INFORMATION

4.1 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.

4.2 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 4) 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 repair the Services).

4.3 The restrictions in this Section 4 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.

4.4 Each party is responsible for complying with the privacy laws applicable to its 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 AT&T's processing the User, employee or agent information in connection with providing Service. 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.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Any software that AT&T furnishes to Customer will be governed by the written terms and conditions applicable to such software. Title to such software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they take precedence over this Agreement as to such software.

5.2 Except as otherwise expressly set forth in a SOW issued under this Agreement, Customer acknowledges that AT&T and its suppliers retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by AT&T under this Agreement, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing "AT&T Works"), and neither ownership nor title to any such property will pass to Customer. The AT&T Works do not include Customer's preexisting hardware, software, or networks. Except as otherwise expressly provided herein (or in a SOW issued under this Agreement), nothing in this Agreement creates any right of ownership or license in and to the other party's Intellectual Property Rights, and each party continues to independently own and maintain its Intellectual Property Rights.

5.3 Customer shall own those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

5.4 AT&T grants to Customer a limited, non-exclusive, non-transferable, non-sublicenseable license to use any Software developed and provided by AT&T or its suppliers as a result of this Agreement in object code form on systems under Customer's control solely in connection with Customer's use of the Service for which such copy was provided and sold in accordance with the applicable instructions or documentation and any end-user license restrictions, if applicable. Customer is expressly prohibited from copying, sublicensing, selling, renting, leasing or otherwise distributing copies of the Software, or permitting either direct or indirect use of the Software by any third party. Customer agrees not to modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for the Software. In the event any modifications are made to the Software by anyone other than AT&T or its authorized subcontractors (excluding Customer), any and all warranties with respect to the Software immediately terminate. Notwithstanding the foregoing, the license rights set forth above may be limited with respect to particular Software in the manner set forth in any applicable SOW.

5.5 AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Software and Reports produced and furnished to Customer by AT&T under this Agreement, solely for Customer's own internal business purposes during the term of this Agreement, or for such other purposes as may be mutually agreed in writing by the parties.

5.6 Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Agreement.

6. LICENSES AND THIRD PARTY MAINTENANCE

Software and maintenance resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the software, or on commencement of maintenance. For purposes of this Agreement, "Services" does not include maintenance even if AT&T, as agent for a third party, facilitates the purchase of or invoices for such maintenance.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1 Limitation of Liability.

a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 4 (Confidential Information), SECTION 11.3 (Publicity) OR SECTION 11.4 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 8 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 7.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY 12 MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE 3 MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

b) EXCEPT AS SET FORTH IN SECTION 8 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY 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 FOR INCREASED COST OF OPERATIONS.

c) THE LIMITATIONS IN THIS SECTION 7.1 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

7.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

7.3 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY 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.

7.4 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, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 7 will survive failure of any exclusive remedies provided in this Agreement.

8. THIRD PARTY CLAIMS

8.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all Damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) third-party software furnished under this Agreement; (b) Customer's, its Affiliate's or a User's content; (c) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (d) AT&T's adherence to Customer's or its Affiliate's written requirements; or (e) use of a Service in violation of this Agreement.

8.2 Reserved

8.3 Infringing Services. Whenever AT&T is liable under Section 8.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

8.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 8 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 8.

9. RESERVED

10. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

11. GENERAL PROVISIONS

11.1 Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party has any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Each party must bear its own costs and expenses in performing this Agreement.

11.2 Hire. During the term stated in a SOW and for a period of one year thereafter, Customer will not knowingly recruit, solicit nor hire any of AT&T's employees assigned to such effort. Notwithstanding the foregoing, former employees of AT&T who have left the employ of AT&T for a period of 6 months after last performing under the applicable SOW are not subject to this provision.

11.3 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

11.4 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

11.5 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.

11.6 Amendments and Waivers. Any supplement to or modification or waiver of any provision of an Order must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

11.7 AT&T may, with Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned without the prior written consent of the Customer (which consent will not be unreasonably withheld or delayed). In the case of any assignment, AT&T shall remain financially responsible for the performance of the assigned obligations. AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations. In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

11.8 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 11.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

11.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected 1 business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected 5 days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

11.11 Governing Law. This Agreement will be governed by the laws of the United States Government, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11.12 No Third Party Beneficiaries. This Agreement does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.13 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 4 (Confidential Information), Section 7 (Limitations of Liability and Disclaimers) and Section 8 (Third Party Claims), will survive such termination or expiration.

11.14 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

11.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 5.1 (Software), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

12. DEFINITIONS

In addition to the terms defined elsewhere, these terms will have the following meanings in this Agreement:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"**Damages"** means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

"Software" means any software owned or licensed by AT&T and provided to Customer under any SOW issued under this Agreement, whether stand alone, or as incorporated in equipment, including any APIs, guides, or documentation provided therewith.

"User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service.

Enterprise on Demand Terms and Conditions

1. Enterprise On-Demand (EOD)

1.1 Eligibility. Pursuant to the terms and conditions of this contract, AT&T provides the subscribing Agency the ability to conduct EOD Management through the EOD Portal, and receive the subscribing Agency's supported service invoices through EOD. The subscribing Agency must be in compliance with the contract to be eligible for EOD. EOD is only available to the subscribing Agency and it's Corporate Responsibility Users ("CRUs"). EOD is not available to Individual Responsibility Users ("IRUs").

1.2 EOD Service. The Service available in connection with EOD (the "EOD Service") is either (i) EOD Wireless Data Service or (ii) EOD Wireless Data Service and EOD Basic Voice Service. The subscribing Agency may not activate EOD Basic Voice Service as a stand-alone EOD Service.

2. EOD Management.

2.1 EOD SIMs. EOD requires an EOD specific SIM for each device managed through the EOD Portal.

2.2 Ordering SIMs. The subscribing Agency must purchase inactive SIMs from AT&T, open market, through the Portal when ordering EOD service for an additional charge plus applicable taxes.

2.3 Initial Number Assignment and Subsequent Orders. Subject to (i) the availability of SIMs and Numbers, (ii) the imposition of additional processes on AT&T by third parties in order to obtain the SIMs and/or Numbers, and (iii) the capacity of AT&T's facilities, AT&T will supply SIMs and Numbers to The subscribing Agency under normal circumstances within eight (8) weeks after AT&T's receipt of the completed Portal order.

2.4 Activation and Deactivation.

2.4.1 Orders. The subscribing Agency may order Activations and/or Deactivations by submitting an activation request through the Portal. Each Activation request must include the ICCID number, the proposed activation date, the qualified Plan, the Place of Primary Use, and such other information as may be required by AT&T. Each Deactivation request must include the ICCID number and such other information as may be required by AT&T. Normal activation charges apply to Activations.

2.4.2 AT&T Response. AT&T will process Activations and Deactivations as soon as practicable following receipt of orders properly submitted through the Portal. Orders typically will be processed within four (4) business hours. Customers will be charged the full month's Monthly Service Charge for months in which Deactivations occur. AT&T has the right to unilaterally establish policies regarding the length of time between deactivating and reactivating the same ICCID.

2.4.3 Plans. The subscribing Agency may only activate Numbers on Devices on the qualified Plans posted on the Portal. Such Plans consist of EOD Basic Voice Service Plans and EOD Wireless Data Service Plans, and any other Plan that AT&T makes available for EOD activation from time to time. AT&T may modify the list of qualified Plans posted on the Portal at any time. Such plans will remain subject to the applicable terms and conditions for the plans as specified in this Agreement.

2.4.3.1 EOD Basic Voice Service Plans. A Basic Voice Service Plan may only be activated (i) as an add-on to a qualified Wireless Data Service Plan and (ii) on a Device that supports both Wireless Data Service and Voice Service. If the Wireless Data Service is deactivated, the Basic Voice Service is also automatically deactivated and the associated Number is released. Basic Voice Service and the associated Number cannot be suspended and resumed. EOD does not support certain voice plan features (including, but not limited to, Push To Talk, OfficeReach™ Enterprise Paging, AT&T® World Traveler, and Rollover® Minutes). Optional Voice Service features are subject to (i) Device compatibility limitations, (ii) EOD availability limitations, and (iii) applicable feature charges.

2.4.3.2 EOD Wireless Data Service Plans. Wireless Data Service and the associated Number cannot be suspended and resumed. Optional Wireless Data Service features are subject to (i) Device compatibility limitations, (ii) EOD availability limitations, and (iii) applicable feature charges.

2.4.4 Limitations.

2.4.4.1 Applications. The subscribing Agency may only order Activations designated for use with AT&T-certified applications. Prior to ordering an Activation, any applications used by the subscribing Agency in connection with EOD must pass all certification testing standards as may be established by AT&T from time to time.

2.4.4.2 **Number of Devices**. A Number may not be associated with more than one Device at the same time, unless otherwise approved by AT&T.

2.4.4.3 **Activation Denials.** AT&T reserves the right to deny an Activation if the corresponding Number or Device appears on AT&T's "service-deny" lists for one of a variety of reasons, including cases where the Device is stolen, has been used for fraudulent purposes, or is defective. AT&T will notify the subscribing Agency in such cases with the denial reason. AT&T is not liable to the subscribing Agency or any CRU if activation, modification, or other Service request is so denied.

3. Devices and SIMs.

3.1 Generally. The subscribing Agency must purchase all SIMs for use with EOD from AT&T through the Portal. The subscribing Agency may not purchase SIMs from any third party with respect to EOD.

3.2 Duty to Protect. The subscribing Agency is responsible for safeguarding its Devices and such Devices' access to Service. For example, but without limitation, such safeguarding includes protecting its account information/Number, and by using firewall, anti-virus, anti-spam, or similar protective measures, all at the subscribing Agency's sole cost and expense.

3.3 Order Limitations. The subscribing Agency may only purchase SIMs in increments of fifty (50), or in other quantities as determined by AT&T in its sole discretion. The subscribing Agency is only authorized to purchase a quantity of SIMs that may reasonably be used for Activations.

3.4 Prohibitions. The subscribing Agency must not (a) program, re-program, or tamper with a SIM in any manner; (b) sell or convey a SIM in any manner other than to its CRUs as contemplated by this Agreement.

3.5 No Third-Party SIMs and/or Devices. The subscribing Agency may not purchase SIMs and/or Devices for use with EOD from any source not approved by AT&T, even if the SIMs or Devices originally came from AT&T. The subscribing Agency may not use SIMs purchased from any party not authorized by AT&T in any Device to be activated on the AT&T Network. The subscribing Agency must inform AT&T of any other individuals or entities that it learns are offering SIMs alleged to be compatible with AT&T's Network and must cooperate with AT&T in any investigation regarding such SIM distribution.

3.6 Return of SIMs. Upon the expiration or termination of the Agreement, The subscribing Agency may promptly return all unused, undamaged, or new SIMs in their original packaging in increments of 500 as of the date of such expiration or termination. AT&T will refund to the subscribing Agency amounts paid for SIMs returned in such manner.

4. Portal. AT&T will provide the subscribing Agency with the Portal. The subscribing Agency may use the Portal in accordance with and subject to the terms and conditions of this contract. The subscribing Agency must supply all its own computer equipment, peripherals, Internet service, software and related means at its sole cost and expense. AT&T may reasonably rely on the authority and capacity of any person who executes an order on the subscribing Agency's behalf and, accordingly, AT&T may rely on the information provided through the Portal. AT&T has no liability to the subscribing Agency for their inability to access the Portal for reasons beyond AT&T's control.

5. Simplified Billing. AT&T will provide the subscribing Agency with a separate EOD Invoice each month.

Additional billing detail will be available to the subscribing Agency via: (i) a CD-ROM, which will be mailed to the subscribing Agency monthly, and; (ii) the Portal.

6. Training and Technical Support.

6.1 Training. AT&T will provide limited telephonic training in the use of the Portal and initial Portal access for purposes of (i) online Activation and Deactivation, (ii) SIM ordering and inventory management, (iii) review of online billing, and (iv) reporting, to The subscribing Agency-designated technical representatives.

6.2 Tier-One Technical Support. The subscribing Agency must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage Tier-One support for its CRUs in connection with EOD. The subscribing Agency agrees to advise each CRU receiving EOD Service that he or she is not to call AT&T's Customer Care at 611 regarding the EOD Service and/or the Device.

6.3 Tier-Two Technical Support. AT&T will provide Tier-Two support to the subscribing Agency in connection with EOD. The subscribing Agency will cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of the Service and the Network. AT&T will not provide Tier-Two support directly to the subscribing Agency's mobile device end users. The subscribing Agency may escalate Tier-Two issues to AT&T

only after clear identification and isolation of the issue with a reasonable determination that the error lies within AT&T's control.

7. **Default**. If the subscribing Agency breaches any terms or conditions of this contract, then the subscribing Agency will be in default and AT&T may:
   a) refuse Activation requests, and/or
   b) modify or terminate Service with respect to one or more Numbers.

8. **Miscellaneous.**

8.1 **Number Conservation.** AT&T and the subscribing Agency will follow reasonable Number conservation policies generally accepted by the telecommunications industry and AT&T may, from time to time upon reasonable notice, change Number assignments in conformity with such policies, including changes requested or ordered by federal or state regulatory authorities or by number administrators recognized by such authorities as having responsibility for the assignment of telephone numbers. If Numbers are unavailable, AT&T may follow generally accepted industry standards and/or regulatory requirements, if any, in responding to the shortage of Numbers. AT&T shall incur no liability to the subscribing Agency for Number shortages.

8.2 **Ownership of Numbers**. The subscribing Agency acknowledges that, subject to FCC number portability rules, neither it nor any CRU has or can acquire any proprietary right in any specific Number or Number block provided by AT&T.

9. **Definitions**.

9.1 **Activation** means the activation of a Number associated with a Device on a qualified Plan in connection with EOD.

9.2 **Deactivation** means modification or deactivation of a Number associated with a Device on a qualified Plan (as applicable) in accordance with EOD.

9.3 **Device** means a non-stocked, COAM (i.e., the subscribing Agency owned and maintained) GSM, EDGE, GPRS, UMTS and/or HSPA compatible device used by the subscribing Agency and/or a CRU to originate or receive wireless transmissions on the Network and (ii) that has been certified and approved by AT&T for the insertion of the subscribing Agency SIMs and activation on AT&T's Network and intelligent roaming database.

9.4 **Enterprise On-Demand** means an expedited means for the subscribing Agency to order and purchase SIMs and self-initiate Activation and Deactivation of EOD Service for itself and/or its CRUs, all as described in this contract.

9.5 **EOD** means Enterprise On-Demand.

9.6 **EOD Basic Voice Service** means the Voice Service available under EOD Basic Voice Service Plans in connection with EOD.

9.7 **EOD Invoice** means a consolidated, electronic monthly invoice for all EOD Service usage, together with a simplified printed bill aggregating usage across all Devices including, without limitation, a statement of the total amount due and owing.

9.8 **EOD Management** means the subscribing Agency's ability to order, Activate, and Deactivate Numbers on Devices on qualified Plans in connection with EOD Service.

9.9 **EOD Service Revenue** means Service Revenue related to the subscribing Agency's EOD Service.

9.10 **EOD Wireless Data Service** means the Wireless Data Service available under EOD Wireless Data Service Plans in connection with EOD.

9.11 **ICCID** means an Integrated Circuit Card Identifier, the number that uniquely identifies a SIM, found just under the logo on a SIM, and the last digit is preceded by a dash.

9.12 **IMSI** means International Mobile System Identity, the information that is stored on the SIM relevant to network selection in Global System for Mobile Communications ("GSM") systems, that contains the user identity module – mobile country code ("UIM-MCC") and the user identity module – mobile network code ("UIM-MNC").

9.13 **Network** means those integrated mobile switching facilities, servers, cell-sites, connections, billing systems and other related facilities used to provide the EOD Service in an area.

9.14 **Portal** means a custom World Wide Web portal, provided via a specialized URL, through which the subscribing Agency's authorized representatives may conduct EOD Management.

9.15 **SIM** means Subscriber Identity Module, the specially programmed microchip inserted into a Device that (a) encrypts transmissions and identifies the user to the mobile network, and (b) provides network tracking, registration, and authentication services.

9.16 **Tier One** means internal support of first-line technical issues that may arise in connection with EOD including, but not limited to, those pertaining to Devices, software or application utilization, and any other such issues not specifically described as a Tier-Two issue.

9.17 **Tier Two** means technical support limited to: (i) Network errors, and (ii) Network environment engineering.

Jasper Terms of Use and Privacy Policy for AT&T Control Center

Introduction.

These terms apply to all customers and users of the Service ("Users") as well as to users of any related software ("Licensees"). Customer is responsible for all User activity in connection with the Service or Customer's account. Operators, equipment suppliers and customers (including their resellers) may have additional policies with respect to the use of the Service.

The Service may not be used illegally, for the purpose of creating or enhancing a competitive service or in a manner that either infringes on a third party's intellectual property rights or potentially disrupts lawful use of the Service by others. Jasper reserves the right to suspend use of the Service, if Jasper in good faith believes that the Customer use of the Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's use of the Service is causing immediate, material and ongoing harm to Jasper or others. In such event, Jasper will provide advance notice and to make suspension as selective and brief as practical. Upon request, Jasper will share the technical basis and reasoning for any suspension.

Registration.

As a condition to using the Service, each administrative User of the Service may be required to register with Jasper and select a unique password and user name ("User ID"). Operator or Customer shall ensure that each of such Users provides Jasper with accurate, complete, and updated registration information. A User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.

Applicable Laws.

Users will not use the Service or related software in any manner that (a) infringes the intellectual property or proprietary rights, rights of publicity or privacy or other proprietary rights of others, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.

Security.

Users will not violate or attempt to violate the security of the Service, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability. Jasper reserves the right to monitor the Service at any and all times to facilitate compliance with these Terms of Service but is not obligated to do so. Each User consents to the processing of information necessary to provide the Service at Jasper's data centers in the United States.

Disclaimer.

Jasper will provide the Service consistent with prevailing industry standards in a manner that endeavors to minimize errors and interruptions in the Service. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Jasper or by third-party providers, or because of other causes beyond Jasper's reasonable control. JASPER DOES NOT WARRANT THAT USE OF THE SERVICE OR RELATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE OR RELATED SOFWARE. EXCEPT FOR THE FOREGOING, THE SERVICE AND RELATED SOFTWARE ARE PROVIDED "AS IS" AND JASPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT WILL JASPER (OR ITS STAFF, AFFILIATES AND SUPPLIERS) BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE SERVICE OR RELATED

SOFTWARE, ANY THIRD-PARTY INTERNET MATERIALS OR USE OF THE OPERATOR NETWORK. USE OF THE SERVICE OR RELATED SOFTWARE IN CONNECTION WITH MEDICAL, EMERGENCY, ENVIRONMENTAL, MILITARY, AVIATION, NUCLEAR OR SIMILAR APPLICATIONS THAT REQUIRE FAIL-SAFE TECHNOLOGY IS NOT RECOMMENDED BECAUSE THE SERVICE IS NOT DESIGNED OR INTENDED FOR THESE APPLICATIONS. ALL USE OF THE SERVICE AND RELATED SOFTWARE IS AT USER'S OWN RISK.

Confidentiality.

User and Licensee acknowledge that the Service (and related information provided) represents valuable proprietary information of Jasper and that unauthorized dissemination or use of this information is prohibited and could cause irreparable harm to Jasper. User and Licensee will hold such information in confidence, including the results of any evaluation, and will only use such information in connection with the Service. User and Licensee will not disclose such information to any person or entity that is not bound by these terms. The three preceding sentences do not apply to information that: (i) is or lawfully becomes a part of the public domain; (ii) was previously known without restriction on use or disclosure; (iii) is rightfully received from a third party; (iv) is independently developed; (v) is approved for release by Jasper; or (vi) is disclosed in response to a valid order of a court or lawful request of governmental agency or as otherwise required by law, provided that User or Licensee first notifies Jasper and secures an appropriate protective order.

Intellectual Property.

User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any technology related to the Service ("Technology", including documentation); modify, translate, or create derivative works based on the Service or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Technology; use the Service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of customers in good standing; or remove any proprietary notices or labels with respect to the Service. User and Licensee will not use the Service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service. Jasper retains all rights in the Service, related software and Technology. To be clear, no express or implied license to any Jasper patents is conferred in connection with use of the Service and related software.

Privacy Statement Last update - November 23, 2011

Jasper Wireless, Inc. ("Jasper") provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users through use of our sites. This Privacy Policy applies only to information that you provide to us through our Site. This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on the Site. You are advised to consult this policy regularly for any changes. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Service. As used in this policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within the United States or internationally.

Safe Harbor Framework

Jasper Wireless complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Jasper Wireless has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Jasper Wireless' certification, please visit http://www.export.gov/safeharbor/

Information Collection and Use

Our primary goals in collecting information are to provide and improve our Site, services, features and content, to administer your use of our M2M service and fulfill our obligations to you related to the M2M service (together, the "Service").

Personally Identifiable Information

When you register with us through the Site, as a Jasper Wireless Subscriber or when you choose to create your own profile webpage we may ask you for personally identifiable information. This refers to information about you that can be used to contact or identify you ("Personal Information"). Personal Information includes, but is not limited to, your name, phone number, credit card or other billing information, email address and home and business postal addresses. We use your Personal Information mainly to provide the Service and administer your inquiries.

We also collect the other information that you provide as part of registration and the administration and personalization of your profile webpage (e.g., without limitation, zip code (on its own) and individual preferences) ("Non-Identifying Information").

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Service, complete your transactions, and administer your inquiries.

Log Data

When you visit the Site (a "Jasper Wireless User") our servers automatically record information that your browser sends whenever you visit a website ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type or the webpage you were visiting before you came to our Site, pages of our Site that you visit, the time spent on those pages, information you search for on our Site, access times and dates, and other statistics. We use this information to monitor and analyze use of the Site and the Service and for the Site's technical administration, to increase our Site's functionality and user-friendliness, and to better tailor it to your needs. For example, some of this information is collected so that when you visit the Site again, it will recognize you and serve information appropriate to your interests. We also use this information to verify that you meet the criteria required to process their requests.

Cookies

Like many websites, we use "cookies" to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your registration ID and login password for future logins to the Site. Second, we utilize session ID cookies to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage by Jasper Wireless Users and web traffic routing on the Site. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site and Service and then close your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of the Service.

Phishing

Identity theft and the practice currently known as "phishing" are of great concern to Jasper Wireless. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your account ID, login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's website.

Aggregate Information and Non-Identifying Information

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

Service Providers: We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Site-related services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Site's features) or to assist us in analyzing how our Site and Service are used. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to

disclose or use it for any other purpose. The party with whom you contracted for the Service and/or the wireless operator enabling the Service will also have access to your Personal Information as the principal collector. We are only processing it to enable the Service as described above.

Compliance with Laws and Law Enforcement: Jasper cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Jasper or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

Business Transfer

Jasper may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. Any such successor should be bound by these terms except in the bankruptcy context.

Changing or Deleting Your Information

All Subscribers may review, update, correct or delete the Personal Information in their registration profile through use of the Site. If you completely delete all such information, then your account may become deactivated and your further access to the Site and Service disabled. If you would like us to delete your record in our system, please contact us at privacy@Jasperwireless.com with a request that we delete your Personal Information from our database. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes.

Security

Jasper Wireless is very concerned with safeguarding your information. We are not in the business of providing information security. We do employ limited data security measures, such as encryption, on some but not all systems. Do not provide your Personal Information if you are concerned with its disclosure. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

International Transfer

Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Jasper transfers Personal Information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Links to Other Sites

Our Site contains links to other websites. If you choose to visit an advertiser by "clicking on" a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party's website. The fact that we link to a website or present a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at privacy@Jasperwireless.com or at: +1 650 810 8000.

AT&T Control Center Terms and Conditions

SECTION 1. Description of Service. AT&T Control Center powered by Jasper (the "Service") provides Customer with Machine-to-Machine Wireless Services, as stated in the AT&T Control Center Service Description, as incorporated in this AT&T Mobility IT70 Schedule. The Service is not to be used for international roaming, except on a rare and incidental basis. With respect to any international roaming that may occur, Customer shall not characterize the services or devices it provides as involving the sale, resale or provision of wireless services, advertise that it is selling or providing wireless service, or charge third parties separately for wireless service. AT&T Control Center services are subject to Jasper Technology Inc.'s (formerly known as Jasper Wireless, Inc.) Terms of Use and Privacy Policy, as incorporated in this AT&T Mobility IT70 Schedule, which are a separate, supplemental agreement between Jasper and Customer, and do not modify or amend the terms and conditions between AT&T and Customer. Provision of the Control Center to Customer is subject to continued availability to AT&T of the Control Center from Jasper. AT&T may withdraw availability of the Control Center on six (6) months advance written notice, and in such event AT&T will continue to provide AT&T wireless services to deployed devices and SIMs using alternative service delivery platforms and at the same prices. All Devices activated under this Agreement must contain a radio module that is compatible with, and will be activated on, AT&T's LTE Network. AT&T is not obligated to maintain any particular wireless technology, and AT&T may reduce or terminate wireless Network technologies at any time in its sole discretion. AT&T will provide Customer twelve (12) months prior written notice of its intention to terminate a significant wireless technology on a nationwide basis, or prohibit future activations or reactivations of SIMs using a particular wireless technology on a nationwide basis. Services provided by roaming carrier Networks may be reduced or terminated on a different schedule with or without prior notice.

Section 2. Service Plans. For each active Control Center SIM, Customer may select any qualified Service Plans, as incorporated in this AT&T Mobility IT70 Schedule. Mid-cycle changes of rate plans, correctly submitted via application program interface calls ("API Calls") or the Control Center platform commands for completion at least 24 hours prior to the closing date of the current billing cycle, shall be set as effective at the beginning of the billing cycle and will be applied in the same billing cycle in its entirety on a non prorated basis for data plan rating purposes.

Section 3: Statement Regarding Section 508. The AT&T Control Center management platform is compliant to Section 508 requirements with some exceptions. The management console application may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as described in Section 508. For this reason, Agency management should carefully review the Product Assessment report of the AT&T Control Center before purchasing solutions that includes this platform for Agency use.

Section 4: VPN Service Terms. Customer may either order routers and VPN connectivity from AT&T or provide VPN connectivity itself. If Customer elects to order VPN service from AT&T for use with the Control Center, two AT&T-owned VPN routers will be provided and pre-configured to support AT&T Control Center Service and these routers will be used only for AT&T Control Center. Customer is responsible for any liability, loss or theft of, to or relating the routers and will return the routers in good condition or reimburse AT&T for their cost at the conclusion of the term. Customer may also provide its own VPN service by supplying two VPN routers to work with AT&T's data centers. Routers must meet AT&T specifications and must be configured according to AT&T requirements. Additional charges apply for VPN service.

Service Description for AT&T Machine-to-Machine Wireless Services (M2MWS) - AT&T Control Center

The AT&T Machine-to-Machine Wireless Service (M2MWS) offered under this Service Description is AT&T Control Center Powered by Jasper ("Control Center" or "ACC") Service. AT&T describes related products, services, Equipment and programs. These M2MWS and related products, services, Equipment and programs are available to AT&T Customers on qualified Service Agreements. Terms used in this Service Description are defined in the Glossary.

SD-1. General

M2MWS provide Customers with the ability to make Machine-to-Machine data and messaging wireless communications using the AT&T Network. Customers may only order M2MWS for use with Acceptable Applications on Approved Devices. Any Devices used by a Customer in connection with M2MWS must pass all certification testing standards as may be established by AT&T from time-to-time, as well as any applicable industry or FCC requirements for use on wireless networks.

Any Applications used by a Customer in connection with M2MWS which may affect network service and connectivity may be subject to evaluation by AT&T from time-to-time to verify that they are and remain Acceptable Applications. Devices may be supplied by Customer or may be purchased from AT&T. Customer may permit its End Users to utilize the Service but shall remain responsible for the Service including all payment obligations. The Service is provided to Customer for Customer's use and not for resale. Customer shall not characterize its transactions with its End Users as involving the sale or resale of telecommunications service, describe or advertise that it is selling telecommunications service, or charge its customers expressly for telecommunications service. Notwithstanding the foregoing, Customer may charge its End Users for Customer's services that incorporate all or a portion of the Service, provided such charges are not based upon measurements of wireless Service use.

SD-1.2. SIMS

Customers must purchase all SIMs for use with M2MWS from AT&T or a third party provider of SIMs approved by AT&T in writing. SIMs purchased from an approved third party provider must be certified for use on the AT&T network.

Customers may only purchase from AT&T a quantity of SIMs that may reasonably be used for Activations. AT&T may limit or cancel sales of SIMs to a Customer if an unreasonably high percentage of SIMs remains inactive. AT&T may establish limits on quantities of SIMs shipped to a Customer within a time interval which could significantly impact other customers. Customers may purchase SIMs from AT&T in minimum quantities of fifty (50).

Customers may not program, re-program, or tamper with a SIM in any manner. Customers may not insert SIMs into Devices bearing an AT&T mark, or Devices that were purchased from AT&T that have been packaged with an AT&T SIM. Further, Customers may not insert SIMs into anything other than an Approved Device or sell SIMs separate from an Approved Device.

Customers may order Activations and/or Deactivations by submitting a request to AT&T through Control Center. Each Activation request must include the ICCID number, the proposed activation date, the qualified Plan, the PPU, and such other information as AT&T requires. Activation charges may apply to Activations. Each Deactivation request must include the ICCID number and such other information as AT&T may require.

AT&T will process Activations and Deactivations as soon as practicable following receipt of properly submitted orders. AT&T may impose restrictions, in its sole discretion, regarding the length of time between deactivating and reactivating the same ICCID.

SD-1.3. Applications and Devices

Customers are responsible for all Devices assigned to them under the Customer's account. All Devices used by Customers must be compatible with, and not interfere with, any AT&T services and must comply with all applicable laws, rules, and regulations. Customers are responsible for the purchase and maintenance of any additional hardware or software required to use M2MWS. AT&T may periodically program Customers' Devices remotely with new system settings.

All Devices used in connection with M2MWS must be approved by AT&T for use on its Network. Once AT&T has evaluated and approved a Device, it is then classified as an Approved Device. A current list of Approved Devices can be

found on AT&T's website (developer.att.com), as it may be changed from time-to-time; additionally, AT&T may specify additional Approved Devices in the Service Agreement.

Customer Applications must be Acceptable Applications, i.e., be compatible with the efficient operation of the AT&T Network and not interfere with the Services of other AT&T customers, result in inefficient or excessive use of the AT&T Network or the networks of its Roaming Carriers, or be inconsistent with AT&T network policies and practices. AT&T may, at its option, require Customers to provide information about how their Applications interact with the AT&T network, and may limit, restrict or prohibit use of Applications which fail to meet the requirements of this paragraph.

Devices purchased from AT&T for use on AT&T's system are designed for use exclusively on AT&T's Network unless explicitly documented by AT&T for cross-carrier use. Customers may not make any modifications to the Device or programming to enable the Device to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the Device to operate on other systems.

Customers are responsible for compliance with laws and regulations governing the export, import, use, and disposal of Customer Devices containing SIMs. This obligation includes (a) compliance with rules on data privacy, data retention, encryption, chemical substances and hazardous materials; (b) the duty to obtain and remain in compliance with licenses and registrations; and (c) any required reporting to government agencies.

SD-1.4. Use of M2MWS

SD-1.4.1. Establishment of Service

Customers must connect to the AT&T Network in order to receive Service. Before a Customer may use certain AT&T online activation, enrollment, configuration and/or support services, an authorized representative of the Customer must register with AT&T and create a login identification ("ID") and password. Use of this login ID and password will enable Customers and/or their employees and agents to make certain changes to the Customer's account(s). Customers are solely responsible for maintaining adequate security and control of any and all login IDs, passwords, or any other codes that they create or that AT&T issues to them for the purpose of giving them access to any activation, enrollment, configuration and support services. AT&T is entitled to rely on information it receives from anyone using those login IDs, passwords and other codes and may assume that all such information was submitted by a Customer or on its behalf.

SD-1.4.2. Modification or Termination of Service

If a Customer desires to modify or terminate any Service or SIM, or to change Service Plans, the Customer must advise AT&T through use of AT&T's Service Delivery Platforms. Changes will become effective as determined by AT&T, based on dates requested by Customer.

SD-1.4.3. Support and Trouble-shooting

Customers must maintain and staff a centralized information help-desk or a dedicated internal care group to manage support for M2M Service. Some products may be offered to customers and a phone support model will be followed. Customers must cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of AT&T Mobile Services and AT&T's wireless network. Customers may escalate issues to AT&T only after there has been a clear identification and isolation of the issue and a reasonable determination that the error lies within AT&T's control.

Support for M2M Service includes web portal trouble ticket notices and phone support on a 24x7x365 basis. There is no separate charge for Support. AT&T does not provide customer support for non-AT&T products and services.

AT&T will provide network monitoring support, technical assistance support and trouble-shooting support only to Customers, and not directly to End Users. Customers must cooperate with AT&T in any trouble-shooting of Equipment or the Network as required to maintain the efficient operation of a Service.

SD-1.4.4. Roaming Service

AT&T will provide the same access to roaming capabilities (including "in-area" roaming where available) that is made available by AT&T to other similarly situated Customers provided that equipment with similar technical capabilities and programming is used by the Customer or its End Users. The availability of roaming services, and the charges for those services, are dependent in part on the type of equipment used by the Customer for its End Users and the programming of that equipment. Roaming services cannot be used in violation of AT&T's agreements with its roaming providers. The

quality, availability, and characteristics of roaming services are under the control of the provider of the roaming service, and may be changed, modified, withdrawn or terminated as determined by the roaming provider.

If AT&T, or if another entity with whom AT&T has a roaming agreement, discovers or suspects abuse or fraud with respect to certain numbers, then roaming privileges may be suspended with respect to such numbers.

To the extent AT&T provides Customers with access to roaming capabilities, use of such capabilities is deemed to be a service provided hereunder, and the use of such roaming by Customer or End Users is governed by the provisions herein.

SD-1.4.5. Security Requirements for External Applications Gateway

The AT&T External Application Gateway or any successor platform ("EAG") enables connectivity for the delivery of content and applications by Customer through the AT&T wireless data networks. EAG supports the delivery of content and applications through a variety of delivery methods, including short messaging service ("SMS"), multi-media messaging service ("MMS"), device capabilities service ("DC"), and terminal location service ("TL" or "LBS"). Should Customer use EAG in connection with M2MWS, Customer shall: (1) have and use a documented process to remediate security vulnerabilities in Customer's Information Resources and apply appropriate security patches promptly; (2) assign security administration responsibilities for configuring host operating systems to specific individuals; (3) ensure that its information security staff has reasonable and necessary experience in information and network security; (4) ensure that all of Customer's Information Resources are and remain "hardened" including, but not limited to, removing or disabling unused network and other services and installing a system firewall or similar technology; (5) change all default account names and/or default passwords on Customer's Information Resources; (6) enforce the rule of least privilege (i.e. limiting access to only the commands and Information Resources necessary to perform authorized functions according to one's job function); (7) In environments where antivirus software is commercially available and to the extent practicable, have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware; (8) promptly notify AT&T whenever there is unauthorized access to or other security breach of Customer's Information Resources in connection with M2MWS by contacting the Customer's contact within AT&T for the Services; (9) use only the mutually agreed upon facilities and connection methodologies to connect to the EAG; and (10) implement a firewall or other security gateway and maintain logs of all sessions of connectivity to the EAG. These logs must include sufficiently detailed information to identify the end user or application, origination IP address, destination IP address, ports/service protocols used and duration of access. These logs must be retained for a minimum of ninety (90) days. The term "Information Resources" for purposes of this section means systems, applications, networks, network elements, and other computing and information storage devices used by Customer in connection with EAG.

SD-2. Charges, Billing and Payments

Customers may change to another available Service Plan at any time provided they pay any applicable early cancellation or change fee. The change will normally be made within twenty- four business hours of AT&T's receipt of the request from a Customer (including changes submitted through a Service Delivery Platform) and will normally become effective on the first day of the following month's billing cycle.

Roaming charges may apply when a Device is used outside of the AT&T Network. Roaming rates may be separate from on-network rates. All international calling is roaming; some domestic calling is roaming. Lagging data records will be applied the day they are received by AT&T and not the date used.

SD-3. AT&T Control Center Powered by Jasper ("Control Center Service")

SD-3.1. Control Center Service – General

Control Center Service is a "software as a service" ("SaaS") offering. It provides Customers a web-based interface that enables them to manage Rate Plans, perform diagnostics, receive usage alerts, perform billing and maintenance, and order, activate, monitor and control certain services they obtain from AT&T. Control Center consists of the SaaS capability and the associated systems by which AT&T will make wireless services and Control Center Service available to Customers for their use.

Customers are responsible for providing all workstations, data services and network connectivity required to access and use Control Center Service and its SaaS capability. Customers are also responsible for complying with the security, registration, access, and use requirements imposed by AT&T or Jasper relating to use of Control Center Service and SaaS.

SD-3.2. Available Control Center Service Plans

There are two types of Control Center Service Plans: (1) Control Center Wireless Data Service Plans, and (2) Control Center Wireless Data Service with Voice Dispatch Service ("CC/VDS"). For each active SIM on Control Center Service, a Customer may select any of the Control Center Service Plans available in the applicable Service Agreement. If a Service Plan requires a term commitment, the fee for early cancellation of service on that Plan will be specified in the Service Plan description. The fee will be applied in a billing cycle only to the extent that the number of deactivations on those Plans exceeds the number of activations on those Plans during that billing cycle. No other Service Plans are eligible for service hereunder.

Customers may only activate Numbers on Devices on the qualified Control Center Plans specified in their Service Agreement, or if no Plans are specified in the Service Agreement, by choosing a qualified Plan posted on the Portal. Such Plans consist of Control Center Wireless Data Service Plans and Control Center Wireless Data Service with Voice Dispatch Service Plans and any other Plan(s) that AT&T makes available for Control Center Service activation from time-to-time. AT&T may modify the list of qualified Plans posted on the Portal at any time. If 25% or more of the data usage in any three month period is used off the AT&T owned and operated domestic data network, AT&T reserves the right, at its option, with prior written notice, to terminate the Control Center Service or move all or a portion of Customer's Numbers to another data plan for which they may otherwise qualify. There is no per SIM or other change fee for changing between Service Plan.

SD-3.3. Control Center Wireless Data Service

Control Center Wireless Data Service permits the transmission of specified amounts of data each month for a stated price. Control Center Wireless Data Service does not support certain features (including, but not limited to, Enterprise Paging and AT&T Wi-Fi service). Optional Wireless Data Service features are subject to (i) Device compatibility limitations, (ii) Control Center availability limitations, and (iii) applicable feature charges. Control Center Wireless Data Service and the associated Number cannot be suspended and resumed. No voice service is available with Control Center Wireless Data Service. Control Center Wireless Data Service Plans include data, messaging, and roaming services.

SD-3.4. Messaging Services with Control Center

SD-3.4.1. Messaging Services — General

Customer must interconnect with AT&T's dedicated Control Center data center for Messaging Service using Control Center using an SMPP Bind, or a Control Center API. NSG is not available with Control Center. An SMPP Bind used for EOD cannot be used for Control Center, and a separate SMPP Bind is necessary. Customer must use the Messaging Service only to transmit Messages through the Messaging Application on its own or another's behalf. Customer is responsible for all acts or omissions of its End Users or others using its Messaging Service. Messaging activity will only be between a computer owned and/or operated by Customer ("Host Computer") and an Approved Device using approved Short Codes (either generic or vanity). API supports the delivery of content and applications through short messaging service ("SMS").

Customer's Routing Number must be populated as the source address on mobile terminated Messages for such Messages to be delivered. Customer may utilize more than one Routing Number subject to Company's reasonable written approval. In addition, subject to Company's written approval, Customer may obtain the use of "vanity" Short Code[s] (e.g., specific numbers requested by Customer).

Upon request, Customer will on a quarterly basis provide Company with a non-binding twelve month rolling projection of its anticipated Messaging Service demand in such form as requested by Company. Upon request, Customer will also provide Company with monthly Messaging reports identifying such information as requested by Company, which may include but not be limited to the following information by day and by Messaging Application for the subject month: unique End Users, mobile-originated Messages ("MO's"), mobile-terminated Messages ("MT's"), transactions (if appropriate), most active MSISDNs, and most active cities. In addition, Customer will supply such additional reports as reasonably requested by Company.

SD-3.4.2. Messaging Applications

Messaging Applications for SMPP Gateways consist of Messaging Services pursuant to which Customer will establish a connection to the SMPP Gateway and will deliver Messages from such SMPP Gateway (a) from Customer to End Users

Devices, or (b) from End User Devices to Customer. Customer must identify whether a connection to the SMPP Gateway will allow either

a) only sending of messages to End Users ("One Way Connection"), or b) both the sending and receiving of messages to and from End Users ("Two Way Connection").

Messaging Applications for API consist of Messaging Services pursuant to which Customer will deliver native SMPP Messages or web based APIs for Messaging. Customer must meet the technical and integration requirements set forth in the Company protocol-specific guides and Company connectivity guides as modified from time-to-time (collectively, "API's").

Customer must deliver notice of desire to test a Messaging Application(s) for either SMPP or Control Center API at least ninety (90) days in advance of proposed launch and deliver the computer code for the Messaging Application(s) at least sixty (60) days prior to proposed launch. Company will conduct end-to-end testing (including opt-out functionality and end-to- User flows) of the fully integrated and documented Messaging Applications. Customer will use commercially reasonable efforts to correct any defects identified by Company during testing within thirty six (36) hours and Customer will promptly re-submit for testing. Additional Messaging Applications must be submitted to Company for end-to-end testing at least thirty (30) days prior to their proposed launch. If Customer desires to make a material modification to any Messaging Application, it may do so upon written notice to Company and testing and re- certification of the Messaging Application at least thirty (30) days prior to proposed launch. Company may, in its sole discretion, require re-testing or re-certification of an Application if any proposed modification will result in a change to the way Customer must connect to Company's Network. Customer will not: (a) provide ring tones, graphics, true tones or any other non-text content through any Messaging Application and/or provide content for use by consumer End Users. Customer will, at its sole expense, provide and maintain its Messaging Applications.

SD-3.4.3. Controls and Delivery

For both SMPP and Control Center API, the time it takes to transfer Messages to an End User or Device, whether the intended recipient receives the Message, and the time it takes a Message to be received from a Device to an Acceptable Application is dependent upon the conditions prevailing at the time of submission, including, but not limited to, whether: (i) the recipient has compatible equipment; (ii) the message is sent to the correct ten-digit telephone number, network entity identifier, or such other data (including the domain of the Messaging Service) and or messaging number (s); (iii) the device is turned on and within the area covered by the Messaging Service; (iv) the device has memory slots available for new Messages; (v) Network architecture; and (vi) the intended recipient is an End User. For these reasons and because of capacity and technical constraints, the timing and quality of the Messaging Service may vary and is not guaranteed. Delays may be encountered and Company will not be responsible for such service degradation and will not notify Customer of any delay in delivery of Messages. Typically Company will make efforts to deliver the Message for a maximum of 72 hours. Any Messages not delivered within 72 hours will be discarded by the Network without notice to Customer. Company may, in its sole discretion, increase or decrease the number of hours after which Messages will be discarded.

The delivery of Messages will be subject to Company controls concerning the maximum number of Messages that can be sent by Customer during a period of time ("Throttling Rate"). If Customer receives an error code from Company indicating that Customer has exceeded the Throttling Rate, Customer must stop sending Messages for fifteen (15) seconds then resume at a level below the Throttling Rate. Customer must re-send any Messages that exceeded the Throttling Rate in order for such Messages to be delivered. Customer may be limited in the number of unacknowledged Messages in the queue for transmission ("Flow Control Rate"). The Messages in the queue must be acknowledged before additional Messages will be sent. Company may change either the Flow Control Rate or the Throttling Rate from time-to-time in its sole discretion on notice to Customer.

As specifically provided in the API's, Messages delivered may be rejected or altered by Company if the size of the Messages (or number of characters included in the Messages) exceeds AT&T's written standards or if Messages otherwise violate AT&T's delivery standards.

If a Customer has multiple SMPP Binds to Company, the Customer must balance all Messages over all of its available Binds so that approximately equal numbers of Messages are carried over each Bind.

Customer is required to receive Company's prior approval to establish delivery receipt. If approved, when a message is delivered, expired, or rejected, Company will return a delivery receipt to Customer. in a PDU/packet data unit (deliver_sm).

SD-3.4.4. Message Content

Company reserves the right to refuse to transmit Messages that violate the law, a governmental order, Company's privacy policy, or other network or subscriber protective measures. Customer

is solely responsible for the content of Messages that it generates and sends to End Users through the Messaging Service. Unless Company notifies Customer otherwise in writing, text messages are limited to 160 characters and characters in excess of such length will be silently discarded. Customer will comply with all applicable laws, rules, and regulations while using the Messaging Service and not transmit any communication that would violate any federal, state, or local law, court order, or regulation. Customer will cooperate with Company and/or governmental authorities in investigations alleging a violation of any law, rule, or regulation. Customer will comply with applicable international, import, and export laws.

With respect to Customer's Messages, Customer will not (a) deliver to Company for transmission or disseminate material that is harassing, defamatory, libelous, abusive, threatening, obscene, coercive, or objectionable, including material that is false, misleading, or inaccurate; (b) deliver to Company for transmission or disseminate material that violates the rights of any person or company protected by copyright, trade secret patent or other intellectual property or similar laws or regulations; (c) use the Service to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail," or other advertising material to persons or entities that have not specifically agreed to receive Messages from Customer; (d) use the Messaging Service to introduce malicious programs into End Users' equipment or Company's Network, SMPP Gateway, API, or server including viruses, worms, Trojan horses, e-mail bombs, cancel bots, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data, or personal information, including executing any form of network monitoring that will intercept data not expressly approved for use; or (e) deliver Messages to any Device except an End Users' Device. With respect to Messages created and sent by End Users, Customer will require agreement from End Users to content restrictions similar in substance to those contained in this Section. Additionally, Customer agrees that all Messages sent through the SMPP Gateway will only be in ASCII format. Binary messages are prohibited from transmission across Company's Network, unless specifically authorized by Company in writing. Unauthorized binary messages, as well as any Messages which violate this Service Description or the Agreement, will be discarded by Company without notice to Customer or End User.

Messages may be transmitted in an unencrypted format and Company does not guarantee the privacy of any message. To the extent permitted by law, Company has the right to intercept and disclose any transmissions over its facilities in order to protect its rights or property, including without limitation, to protect the efficient operation of its network or to comply with governmental authorities. Customer is solely responsible for the content of Messages it generates and sends through the Messaging Service, including Messages generated by Customer's content sources. Customer recognizes and agrees that Company is a passive conduit in transmitting and storing Messages. Company may reject or fail to deliver Messages that include digital rights management identification or tools that are not supported by Company.

Company at any time may require Customer to store and transport certain sensitive customer information in an encrypted form ("SubID/MSISDN Policy"). Company will provide Customer with written notice of such SubID/MSISDN Policy and Customer will have at least sixty (60) days to implement such policy. If Customer determines that it is unable to comply with the SubID/MSISDN Policy it may terminate its Service without penalty on at least thirty (30) days' written notice, which must be delivered to AT&T within sixty (60) days of AT&T's provision of notice of the SubID/MSISDN Policy.

Except with Company's written consent, Customer may not send any Messages, content or advertisements of any kind over the SMPP Gateway or API (a) outside the scope of, or through any means other than, the Messaging Applications, or (b) to any equipment other than End User Devices operating on Company's wireless network or the network of a carrier with which Company has a roaming agreement that would cover the Messages.

SD-3.4.5. Interconnection using SMPP

Prior to integration of the Messaging Application with the SMPP Gateway, Customer must complete and submit to Company the information or other documentation requested by Company in connection with establishing this connection. Customer must provide Company with at least 30 business days to test Customer's connection to the Network. Customers using SMPP must connect to Company's network in order to receive Messaging Service. SMPP Connectivity

must be achieved through a virtual private connection (VPN.) Customer must comply with all reasonable security requirements and procedures established by Company and provided to Customer with respect to the Persistent Connection and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by the Persistent Connection. The Persistent Connection will be maintained for as long as necessary (but in any case shall terminate immediately upon termination or expiration of the Agreement). Company shall provide Customer with prompt written notice of any suspension or interruption of the Persistent Connection as well as (i) an explanation of the same, and (ii) an estimate when the Persistent Connection will be restored. In the event of termination or suspension of the Persistent Connection, Customer will not be responsible for performance of any obligations pursuant to this Addendum that cannot reasonably be performed without the Persistent Connection. If Company suspends or terminates the Persistent Connection for longer than 3 days, Customer, within 2 days of such date, may, but is not obligated to, provide written notice to Company of its intention to terminate the Agreement within three days. Customer will only access the SMPP Gateway to (a) transmit or disseminate Messages to End Users that have specifically authorized Customer to send the quantity and type of Message(s) Customer is transmitting, or (b) receive Messages from End Users. Messages cannot be sent from one End User directly to another End User through the SMPP gateway.

SD-3.4.6. Interconnection using API

Customer will obtain and pay for all data networking hardware, software and data links required for Control Center API interconnection on Customer's end to connect its network to the Messaging Service. Any such interconnection or integration must (a) comply with AT&T Control Center API requirements and (b) pass any end-to-end testing by AT&T.

Customer will be responsible for maintaining security for connectivity between Customer and the AT&T network in accordance with the AT&T security requirements. If, despite commercially reasonable efforts, Customer does not promptly implement AT& security requirements, including any revisions or updates to such requirements, AT&T may terminate Customer's Messaging Service by written notice to Customer.

SD-3.5. Control Center Features

The methods of providing Control Center features and the scope and extent thereof shall be determined by AT&T in its sole discretion. The Control Center features are:

- Automated and real-time provisioning, including rules-driven provisioning, auto provisioning, and overage controls.
- Flexible rating and billing administration, using Customer selectable rate plans (as appropriate), and invoicing summary and detailed information.
- Real-time diagnostics, including SIM troubleshooting and real-time connection status and history
- Analytics and reporting, including alerts for provisioning or usage, provisioning status reports, billing and usage information, historical usage reports, and invoicing billing details

SD-3.6. Optional Virtual Private Network ("VPN") Services for Control Center

The following terms and conditions apply to optional VPN Services that may be obtained in connection with a Customer's use of Control Center Service. If a Customer intends to use short message peer-to-peer ("SMPP") protocol, it must implement a VPN for SMPP encrypted traffic.

SD-3.6.1. AT&T CPE (Customer Premises Equipment) VPN Services Terms

In connection with optional AT&T CPE VPN Service for use with Control Center Service, Jasper will pre-configure and AT&T will provide two AT&T-owned VPN routers ("AT&T Routers") to work with the Jasper data centers that support Control Center Service. Customers may only use those AT&T Routers to facilitate their use of Control Center Service and may not use the AT&T Routers for any other purpose. The AT&T Routers are managed remotely and permit only AT&T or its vendor to have access to their root administration. These routers will be supported through their manufacturer at AT&T's discretion. Prices for Optional AT&T CPE VPN Services are stated below.

Upon the termination or expiration of Control Center Service, Customers must return the AT&T Routers in good condition and repair (less ordinary wear and tear) at their expense or promptly reimburse AT&T for their value as determined by AT&T.

SD-3.6.2. COAM (Customer Owned and Maintained) VPN Service Terms

Customers electing to obtain optional COAM VPN Service to facilitate the use of Control Center Service must supply two VPN routers ("Customer Routers") to work with AT&T's data centers. Customer Routers must be approved by AT&T.

Customer Routers must be configured according to AT&T's specification for connection to the Control Center. If Customer Routers must be shipped to an AT&T location for configuration, the Customer must pay reasonable shipping and handling costs.

Customer Routers may only be used to facilitate the Customer's use of the Control Center Services and may not be used for any other purpose. If a Customer does not incorporate the Customer Routers into its system facilities (i.e., provide appropriate space, power and connectivity; assign address space and point to a new route) solely for use with Control Center Services within 60 days of the Effective Date, AT&T reserves the right to withdraw its support for optional COAM VPN Service.

Customers must manage Customer Routers. Customers will have sole access to the root administration of these routers consistent with AT&T's specifications and will provide all support for these routers. In particular, Customers are solely responsible for maintaining software updates, configuration, and availability of the routers and associated network, including network monitoring on the routers. Customer is solely responsible for any loss or theft of routers or information from routers.

Control Center Pricing

P-1. Control Center Data Usage

Control Center Pricing is Individual Case Basis. Data usage charges will apply to data transmissions, text messages, downloadables, alerts, and any other information sent through the Network using Control Center and associated with a Device. Those charges are set forth in the applicable Service Plan. Unless stated otherwise, all data will be calculated and billed in kilobytes. AT&T calculates a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session.

Data transmissions may be involuntarily interrupted ("dropped") for a variety of reasons beyond AT&T's control. Dropped transmissions will be billed as any other transmission. In addition, AT&T may try to re-send a dropped transmission, which will result in additional charges. If a Customer has a problem with dropped transmissions, the Customer should call the AT&T support service line. If AT&T believes a credit is appropriate, it may reduce the charges accordingly.

P-2. Control Center Features

Feature charges (if any) will be billed on a monthly basis for any billing cycle during which the billable feature is activated or deactivated. AT&T may, in its discretion, limit the number of features and promotions that can be assigned to a SIM.

P-3. Control Center Wireless Data Service Plan Pricing Structure

Customers may choose from available Control Center Service Plans as listed in their Service Agreement or as available on the Portal.

P-4. Control Center Wireless Data Service Additional Charges

Control Center Wireless Data Service Additional Charges		
Service	**Frequency**	**Description**
SIM charge	Per SIM provided by AT&T	• SIM charge per IMSI invoiced to a Customer on the first invoice following shipment of the IMSI.
SIM Activation Charge	Per Activation of SIM	• A one-time activation fee per SIM applies to all activations, regardless of the rate plan or whether the SIM was supplied by AT&T or purchased from authorized provider by Customer. No termination fee or plan change fee applies to activations under the rate plan(s), unless specified in the individual plan description.
Account Setup Charge	One time per account	• Creation and configuration of AT&T Control Center account • Includes 1 hour of online training
Custom Dynamic APN Set Up	One time Per APN	• Creation of custom APN – dynamic private IP addressing • Requires VPN
Custom Static IP APN Set Up	One time Per APN	• Creation of custom APN – static private IP addressing • Requires VPN
SMPP Bind	One time per SMPP Bind	• Set up cost for SMPP Bind to provide for SMS connectivity. Includes connectivity to redundant SMSC gateways • Requires VPN
AT&T CPE VPN setup - Rack Mount Routers	One time per VPN	• VPN set up that includes two (2) rack mountable routers selected by AT&T and configured with redundant VPN tunnels
COAM (Customer Owned and Maintained) VPN Set Up	One time per VPN	• Customer Owned and Maintained VPN implementation. Must be router models approved by AT&T and configured with redundant VPN tunnels • Must be configured with AT&T supplied configuration and allow remote management and monitoring • Includes 10 hours of set up time. Additional time billable at hourly rate. Customer must supply and maintain hardware

Glossary

AT&T M2MWS– Glossary	
Term/Abbreviation	Definition
Acceptable Application	A software program, application or platform that will be combined with the Service and an Approved Device and used by Customer or End Users and which is compatible with the efficient operation of the Network, does not interfere with the services of other parties, does not result in inefficient or excessive use of the Network or the networks of Company's roaming carriers, and is not inconsistent with Company's Network policies and practices.
Activation	The activation of a Number associated with a Device on a qualified Plan in connection with a Service
Activation Date	Date on which data is capable of traversing the applicable connection
Affiliate(s) (of a party)	Any legal entities controlling or controlled by or under common control with the party
APN	Access Point Name, identifies the IP address and configuration for wireless access
Application(s)	Software programs, applications or platforms used in connection with the Service.
Approved Device	A Device that has been certified and approved by AT&T as set forth in the then current Approved Device list, which may be found at developer.att.com
AT&T	AT&T, its Affiliates, and their respective employees, officers, agents and subcontractors. AT&T includes any licensed AT&T Affiliate or other entity affiliated with AT&T that operates commercial mobile radio telecommunications systems in the geographic regions of the United States covered by Customer's Service Agreement, and includes AT&T's respective employees, officers, agents and subcontractors
AT&T Market(s)	Geographic area(s) served by AT&T&
AT&T Mobile Services	Commercial mobile radio services, including without limitation Wireless Data Service, Voice Service and Messaging Services
AT&T VPN	AT&T Virtual Private Network, which is an AT&T MPLS-based virtual private network service described in the separate AT&T Business Services Guide for AT&T VPN found at http://new.serviceguide.att.com
Bind or SMPP Bind	An SMPP Bind is a physical and logical connection that supports Short Message Peer-to-peer Protocol and External Short Messaging Entities (ESME).
COAM	Customer owned and maintained
AT&T Control Center	A "software as a service" ("SaaS") offering that provides Customers a web-based interface that enables them to manage Rate Plans; perform diagnostics; receive usage alerts; perform billing and maintenance; and order, activate, monitor and control certain services they obtain from AT&T
CC (Control Center) Service	Service ordered through the CC platform
Deactivation	Modification or deactivation of a Number associated with a Device on a qualified Plan
Device	The Equipment used by a Customer or an End User to originate or receive wireless transmissions on the Network, including any machine to machine communications unit, wireless telephone, wireless modem, SIM, and any accessories.
EDGE	Enhanced Data for Global Evolution
End User	An individual or entity obtaining access to, benefiting from, or using a Customer's Service, including through Applications and Approved Devices
Equipment	All equipment (other than equipment comprising portions of AT&T's Network) necessary to enable a Customer or its End Users to use or benefit from a Service, including but not limited to the Customer's network facilities and any Device

AT&T M2MWS – Glossary	
ICCID	Integrated Circuit Card Identifier, the number that uniquely identifies a SIM, found just under the logo on a SIM, the last digit of which is preceded by a dash
IMSI	International Mobile System Identity, the information that is stored on the SIM relevant to network selection in Global System for Mobile Communications (GSM) systems, that contains the user identity module – mobile country code (UIM- MCC) and the user identity module – mobile network code (UIM-MNC)
Internet	Network connecting many computer networks based on a common addressing system and communication protocol
IP	Internet Protocol
kbps	Kilobits per second
Machine to Machine Communications	Wireless communications made possible by the insertion of a SIM by a Customer or its agent into an Approved Device for use with an Application upon activation of a Service, for use by a Customer or an End User
Mbps	Megabits per second
Messages	Messages mean the SMS or comparable messages sent or received via the Messaging Service.
Messaging Services	Optional Text/Instant Messaging and Picture/Video Messaging features available with qualified Plans, for use with Messaging Service-capable Equipment
Monthly Service Charge	A Plan's monthly wireless access charge (i.e., the specified fee charged monthly for use of a particular Plan)
Network	Those integrated mobile switching facilities, servers, cell-sites, connections, billing systems and other related facilities used by AT&T to provide the Service in an Area
Number	Any telephone number, Routing Number, IP address, email address or other identifier provisioned by AT&T, its agents or an Equipment manufacturer to be used with the Services
Plan	A Service Plan or Rate Plan for AT&T Mobile Services
Portal	A custom World Wide Web portal, provided via a specialized URL, through which a Customer's authorized representatives may conduct EOD or Control Center Management
PPU	Primary Place of Use, The Mobile Telecommunications Sourcing Act requires the PPU to be the user's residential or business address that falls within the AT&T licensed service area. Taxes for telecommunications services and regulatory compliance charges are based on the PPU
Routing Number	A Routing Number is a code used with Messaging Service which allows Company and End Users to identify Customer and which provides a return path for End Users. Routing numbers are also described as "Short Codes." Routing Numbers may be assigned by AT&T or by national numbering organizations.
Service	Machine to machine data and SMS wireless telecommunications services for GSM communications, GPRS (General Packet Radio Services), EDGE, Universal Mobile Telephone Service (UMTS), or High Speed Packet Access (HSPA) Service provided through an M2MWS platform (EOD or Control Center). Service also includes Voice Dispatch Service and/or Messaging Services that are purchased in connection with an M2MWS.
Service Agreement	The contract under which AT&T provides Services to a Customer. Service Agreements include, as applicable and without limitation, the pricing schedule and related attachment(s) and this Service Description
Service Delivery Platforms	The EOD and Control Center web based interfaces used for ordering, activating and terminating Service, obtaining billing and other operational information, and for distribution of notices and information.
Service Discount	The monthly discount on eligible AT&T Mobile Services, as described more fully in Customer's Service Agreement
Service Plan	The particular set of rates, terms and conditions as stated in the applicable Service Agreement upon which AT&T makes Service available to a Customer, including any pricing schedule, and excluding any short-term marketing promotions that may come with the Plan

AT&T M2MWS– Glossary	
Set-Up Charge(s)	Set-up and connection charges payable by a Customer in connection with establishing a Service or an account for a Service
Short Messaging Service (or SMS)	A mobile communication service allowing a means of sending short text messages of up to 160 characters to and from SMS-enabled mobile handsets
SIM (Subscriber Identity Module)	The specially programmed microchip inserted into a Device that (a) encrypts transmissions and identifies the user to the mobile network, and (b) provides network tracking, registration, and authentication services
SMPP	Short message peer-to-peer protocol – the industry standard messaging protocol used to interface an enterprise messaging server to the AT&T network
SMPP Gateway	AT&T node or gateway permitting the transmission of SMPP messages by Customer to End Users or the reverse
Unaffiliated Carriers or Roaming Carriers	Carriers that are not AT&T Affiliates and that provide commercial mobile radio telecommunications services in markets other than AT&T Markets
Voice Service	Wireless voice telecommunications services
VPN	Virtual Private Network
Wireless Data Service	Wireless data telecommunications services

Geotab End User Agreement

THIS GEOTAB END USER AGREEMENT (the "Agreement") is made between Geotab Inc. (us", "we", or "Geotab") with offices at 21-1075 North Service Road West, Oakville, Ontario, L6M 2G2, Canada and the ordering activity.

WHEREAS the ordering activity wish to purchase, access and use our devices, software, services and other products, including updates and upgrades thereof (collectively, "Products")

AND WHEREAS we wish to grant such rights to the ordering agency, on the terms and conditions set forth herein;

NOW THEREFORE for good and valuable consideration, the parties agree as follows:

1. LICENSE. We grant the ordering agency a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, "software") embodied in Products solely for the ordering activity's internal business purposes and solely in connection with the ordering activity's use of our in-vehicle telematics devices, on the condition and so long as the ordering activity comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicenseable. The ordering activity may not extract, copy or use the software in connection with any other Product or for use on any other device.

2. PRODUCTS OWNERSHIP. The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to the ordering activity hereunder, except for the rights expressly granted to the ordering activity under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. The ordering activity shall not remove or attempt to remove any marks, labels and legends from Products.

3. PROTECTIVE MEASURES. Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. The ordering activity agree not to circumvent or attempt to circumvent such measures.

4. RESTRICTIONS. To the fullest extent permissible under applicable law, the ordering activity agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.

5. COMPLIANCE. You shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries which are listed on Canada's Area Control List, including (as of the date of this Agreement), Belarus and North Korea.

6. SECURITY. You are solely responsible for your failure to keep all user identifications and passwords (your "Login Credentials") secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by you if your Login Credentials are used unless you have notified us of compromise or unauthorized use of your Login Credentials.

7. CONFIDENTIALITY AND DATA TRANSFER. We will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control, and make these measures and policies available to you on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

8. YOUR VEHICLE DATA. We claim no ownership of any vehicle data generated by and associated with our devices installed in your particular vehicle(s) ("Individual Vehicle Data") that is transmitted or processed using our Products, provided however that you hereby instruct us and grant to us the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us, including the provision, administration, troubleshooting and improvement of our Products or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in your vehicle database (such a vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information.

9. AGGREGATED DATA. You acknowledge that Geotab compiles, stores and uses aggregated data and system usage information to monitor and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Geotab will not attempt to disaggregate the data or re-associate it with a device without your consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.

10. FEEDBACK. You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly or through a reseller including in the course of utilizing support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

11. OUR LIMITED PRODUCT WARRANTY. We warrant that during the Warranty Period each Product (excluding beta, test or demonstration products or product versions) will perform in accordance with the written specifications that we issue with respect to such Product, subject to the limitations and conditions set forth in our specifications and this Agreement, when used in accordance with our documentation and specifications. "Warranty Period" means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at your expense to the reseller from whom you purchased the devices or as otherwise specified by us), prior to the expiration of the Warranty Period, we will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to invoice you for return shipping and a service fee if the parties agree that your warranty claim was not justified. The remaining Warranty Period for any purchased Products we repair or replace under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement.

12. CONDITIONS AND EXCLUSIONS. Warranty claims must be submitted within 10 days of the date when the ordering activity did notice or could reasonably have noticed the defect. In order to make a warranty claim, the ordering activty may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by Geotab's limited warranty and we are not responsible for malfunctions by or in such products, services or items. You need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. You are responsible for ensuring that all such third party products, software, data or services meet our minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

13. INSTALLATION WARNING. Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to your vehicles. If you are uncertain that you have the requisite skills and understanding to install our Products, you must consult with an authorized Geotab reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to your vehicle. Installation or servicing may also require modifications to your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install our Products without adequate knowledge of our Products, proper installation, configuration, servicing, repair or removal procedures, or your vehicle, may result in damage to the Product or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized Geotab reseller or installer will be at your sole risk. You hereby release and forever discharge, and unless prohibited by applicable law will hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which you or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, same. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Geotab's negligence; (2) for fraud committed by Geotab; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

14. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE CANNOT AND DO NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET YOUR BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, WITHOUT LIMITING THE GENERALITY OF SECTION 12 (CONDITIONS AND EXCLUSIONS) WE DO NOT ENDORSE, AND MAKE NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUME NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

(a) We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an "Infringement Claim") that any of our Products which we have supplied to you directly or through an authorized reseller infringes any

copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) to the extent permitted by 28 USC 516 permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

(b) Should any of our Products or any part thereof become, or in our sole opinion are likely to become, the subject of an Infringement Claim, we may, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the Infringement Claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you; or (iii) if none of the foregoing alternatives are reasonably practical in our sole judgement, we may: (A) in the case of software or services, terminate such services or the licenses for such software and refund or issue a credit for any prepaid but unused fees for such software or services, if any; and/or (B) in the case of our devices, require you to return such devices and refund or issue a credit for the purchase price paid by you to us for the devices returned, depreciated on a straight-line basis over a 36 month period from the date of purchase.

(c) We have no obligation or liability whatsoever in respect of any Infringement Claim that is based on any of the following (collectively, the "Excluded Claims"): (i) in the case of any software, the use of other than the latest release and version of such software; (ii) the use of any Products in breach of this Agreement; (iii) non-Geotab products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-Geotab product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) any use of data in accordance with this Agreement that is collected through the operation of or generated by our Products; (ix) for insurance purposes, the use of the Products in association with driving, driver or vehicle activity or performance; or (x) any reselling or distribution of our Products. This Section states our entire liability and your sole and exclusive remedies with respect to any Infringement Claim.

16. LIMITATIONS OF LIABILITY. THE ORDERING ACTIVITY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO IT HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT THE ORDERING ACTIVTY HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Geotab's negligence; (2) for fraud committed by Geotab; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

17. APPLICABILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

18. TERMINATION. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this agreement must be made as a dispute under the Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Geotab shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon any termination of this Agreement: (i) any and all rights granted to the ordering activity under this Agreement shall immediately cease; (ii) The ordering activity shall destroy, to the extent practicable, all copies of the software in its possession or control; (iii) if so requested by Geotab, the ordering activity shall certify in writing that all such copies of the software in its possession or control have been destroyed; and (iv) it shall cease all usage of the services. Geotab have no obligation to safeguard or transmit to the ordering activity any data that it may have stored through the use of the services. It is the ordering activity's sole responsibility to retrieve any such data.

19. ASSIGNMENT. Neither this Agreement nor any rights or obligations of either party hereunder may be transferred or assigned by either party, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the other party and any such attempted assignment or transfer shall be null and void. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. Assignment by Geotab is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

20. CHOICE OF LAW. This Agreement will be governed by and construed under the Federal laws of the United States..

21. RELATED THIRD PARTY PROVIDER TERMS. Our related third party providers require us to obtain your agreement to certain terms and conditions prescribed by them. The Wireless Provider Terms are set out in Attachment A to this Agreement and the Other Provider Terms (including cloud storage, mapping and posted road speed provider terms) are set out in Attachment B to this Agreement. These third party terms form part of this Agreement and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. Geotab accepts no responsibility or liability for the services of such providers.

22. ENTIRE AGREEMENT. This Agreement including the terms of any Addenda, the underlying GSA Schedule Contract, the Schedule Price List and any applicable ordering activity Purchase Orders constitutes the entire and exclusive agreement between the ordering activity Geotab with respect to the subject matter of this Agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the ordering activity and Geotab, oral or written other than as expressly set forth in this Agreement and any terms expressly incorporated herein by reference. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the ordering activity's Purchase Order. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

23. SEVERABILITY. To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and we will use our respective best efforts to

substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

24. AMENDMENTS AND WAIVERS. No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

Attachment A

Wireless Provider Terms

These Wireless Provider Terms relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers. Our wireless providers require us to pass certain terms and restrictions through to you. These Wireless Provider Terms contain important terms and conditions that affect your rights and obligations.

The following terms apply if you have subscribed for wireless communication services through Geotab Inc. The ordering activity means the legal entity that you represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. ("us" or "we"). References to the "underlying carrier" refer to the provider of the wireless communication services and references to "reseller" refer to any reseller of services provided by an underlying carrier from whom we procure wireless communication services.

1. The ordering activity acknowledge that the services provided by the underlying carrier are made available only when the Products are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.

2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of your number or other information over the internet; (c) if you desire to secure transmission of data, you must provide for your own means of doing so; and (d) you assume full responsibility for the establishment of appropriate security measures to control access to your own respective equipment and information. YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT

NONE OF US, THE RESELLER OR THE UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to the End User Agreement and the provision of wireless services, as we request from time to time.

4. You will be fully responsible for all SIM Cards purchased from us. You agree not to remove such SIM Cards from the Products or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Product for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner.

5. Subject to the number portability rules under applicable law, you have no property right in any code or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or e-mail address) issued to, assigned to or associated with you or any product used by you in connection with the services provided to us by the underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER OR THE RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER, BETWEEN US AND ANY RESELLER OF ANY UNDERLYING CARRIER, OR BETWEEN ANY RESELLER AND ANY UNDERLYING CARRIER. YOU ALSO UNDERSTAND AND AGREE THAT ANY AGREEMENT BETWEEN US AND A RESELLER DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN US AND THE UNDERLYING CARRIER OF SUCH RESELLER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER, ANY RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE PROVIDER, SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE BY DEFAULT TO YOU FROM THIRD PARTIES THROUGH THE SERVICES; (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT) OR (c) REGARDING RESULTS TO BE OBTAINED BY YOU IN CONNECTION WITH THE USE OF THE WIRELESS COMMUNICATION SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS COMMUNICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. THE UNDERLYING CARRIER IS NOT LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY COVERAGE MAP INFORMATION, INCLUDING THE ACCURACY THEREOF.

7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to you are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.

8. YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR EXCLUSIVE REMEDY AGAINST AN UNDERLYING CARRIER OR A RESELLER THEREOF, AND THE TOTAL LIABILITY OF US, ANY RESELLER, THE UNDERLYING CARRIER OR ANY SUPPLIER OF SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE OR DISRUPTION OF SERVICE, LOST PROFITS (DIRECT OR INDIRECT) OR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE FAILURE OR INCOMPATIBILITY OF EQUIPMENT UTILIZED BY YOU IN CONNECTION WITH THE SERVICES

9. YOU SHALL AND HOLD HARMLESS US, THE RESELLER AND THE UNDERLYING CARRIER, AND THE OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY AGREEMENT BETWEEN US AND THE RESELLER OR THE UNDERLYING CARRIER OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE SERVICES OR ANY IDENTIFIER OR THE UNLAWFUL USE OF THE WIRELESS COMMUNICATION SERVICES. THIS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OF ANY SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME.

10. Subject to the terms of the Agreement, unless you provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding you, other than your name, address and listed telephone number, is confidential and may not be disclosed by us, the reseller or the underlying carrier to anyone other than: (a) you; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (f) an agent retained by us, the reseller or the underlying carrier in the collection of your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (g) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that you have knowingly supplied us or the underlying carrier with false or misleading information or you are otherwise involved in unlawful activities; or (h) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent

through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.

11. You may only roam incidentally to your use of the services in your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to you in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to you if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to you; and/or (b) substitute roaming partners. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside your country of residence.

12. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which your 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. You understand and agree that the underlying carrier may collect and use location information from your equipment.

13. You: (a) are fully responsible for any unauthorized collection, access, disclosure, and use (other than by us or the underlying carrier) of all information relating to your use of the products; (b) will implement administrative, physical, and technical safeguards to protect this information; (c) will maintain an up-to-date privacy policy that fully explains (i) what information you collect, (ii) how you use that information, (iii) how you secure that information, and (iv) to whom you disclose that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, data protection, marketing, and consumer protection laws, including without limitation, any obligation regarding consent and opt-in / opt-out mechanisms. We make no guarantees or warranties that our services which include specific solutions, including, by way of example and not limitation, medical/health alert solutions, burglar/security alarm solutions or people tracking solutions, will detect, avert or prevent occurrences of the type for which they are designed.

14. We may terminate the provision of wireless communication services to you without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.

15. If our agreement with an underlying carrier or a reseller thereof is terminated, you may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then-current terms and conditions.

16. The underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take action required to enforce same.

Attachment B

Other Provider Terms

Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our servers at the Canadian co-location facilities or on Google's servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

1, Internet Bandwidth Services - Acceptable Use Policy

With respect to any Internet Bandwidth Services, you shall not use and shall not permit such Internet Bandwidth Services or any related Services to be used, including any use by your employees, agents, representatives, clients, contractors, end-users and any third parties who use or access such Services (collectively, "Users"), in any manner which: (i) could cause loss or degradation of our service or our service providers' service to any of other of our or their customers or Internet users; (ii) could compromise the security or integrity of others' computer systems or software; (iii) creates, collects, transmits, stores or exchanges any material in violation of any applicable laws; or (iv) would be reasonably expected to constitute grounds for our or our service providers' exposure to civil or criminal liability.

The acts and omissions of Users shall be deemed to be your acts and omissions for the purposes hereof (including for purposes of liability) and you shall be held directly accountable for any actual or attempted contravention of this Acceptable Use Policy ("AUP") by any User. If we or our service providers detect or becomes aware of any use of any Internet Bandwidth Services in contravention of this AUP, we and our service providers will favour responses that address the breach while minimizing any disruption of the Internet Bandwidth Services or other Services. For example, if the contravention is ongoing and the contravention puts the ongoing operation of our or our service providers' data centres or the provision of Services to our or our service providers' other customers in jeopardy, or exposes us or our service providers to civil or criminal liability, we or our service providers may suspend the Internet Bandwidth Services and any related Services and inform you of the suspension. If the contravention does not put the ongoing operation of us or our service providers' data centres or the provision of Services to us or our service providers' other customers in jeopardy or expose us or our service providers to civil or criminal liability, we will inform you of the contravention. Once informed of any such contravention, you will take reasonable steps to promptly stop any ongoing contravention and mitigate the effect of the contravention.

We and our service providers reserve the right to change this AUP from time to time and will notify you by posting a revised copy of the AUP at our website or by such other method of communication as we or our service providers determine appropriate.

2. Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by Geotab and/or Google according to this Agreement using Google's Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which Geotab has contracted, except if you are located in Europe, in which case we have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, reproduced below. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

Google Cloud Platform Acceptable Use Policy. Use of the Services is subject to this Acceptable Use Policy. Capitalized terms have the meaning stated in the applicable agreement between Customer and Google. Customer agrees not to, and not to allow third parties to use the Services:

• to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Customer End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);

• to engage in, promote or encourage illegal activity;

• for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);

• to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

• to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;

• to disable, interfere with or circumvent any aspect of the Services;

• to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); or

• to use the Services, or any interfaces provided with the Services, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. HERE POSTED SPEED LIMIT DATA AND MAPS DATA

If you are using posted speed limit data or maps data provided by HERE, the following terms apply to you.

Copyright. The posted speed limit data and maps data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Geotab Inc. ("Geotab", "we" or "us") and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: https://legal.here.com/terms/general-content-supplier/terms-and-notices/. All rights reserved.

Internal Business Use Only. You agree to use this Data together with our Products and services for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Speed only as necessary for your internal business use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by us, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. We and our licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: WE AND OUR LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: WE AND OUR LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN

THE DATA, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF WE OR OUR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between us (and our licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between you and us with respect to such subject matter.

HERE US Government End User Terms.

If the Data is being acquired by or on behalf of the United States Government or any other entity seeking or applying rights similar to those customarily claimed by the United States Government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with this Agreement, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use", and be treated in accordance with such Notice:

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME:

HERE

CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS:

425 West Randolph Street, Chicago, IL 60606

The Data is a commercial item as defined in FAR 2.101 and is subject to the terms set forth in this Agreement. If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify HERE prior to seeking additional or alternative rights in the Data.

© 1987-2016 HERE. All rights reserved.

C. GOOGLE MAPS TERMS

If you are using map data provided by Google, please note the following terms as well as the terms in Appendix 1 .

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as : China, Crimea, Cuba, Iran, Myanmar, North Korea, Sudan, Syria and Vietnam.

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

D. MAPBOX MAP TERMS

If you are using map data from Mapbox, the following terms apply to you.

License to Use Your Data. Limited to the purpose of hosting your content so that mapping services can be provided, you grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.

US Government. If you are a US Government User there are modified/additional terms that apply to you; as reproduced here.

US Government Terms of Service

If you are a United States government user or otherwise accessing or using any Mapbox service in a U.S. government capacity, this Amendment applies to you. If you aren't, go check out our standard Terms of Service.

This Amendment is an agreement between Mapbox, Inc. ("Mapbox") and U.S. Government users, and applies solely to the U.S. Government users, account holders, and subscribers who use or access the Services on behalf of a U.S. Government agency ("you"). It applies only to Mapbox users in their capacity as government or public entities or in their capacity as employees of a government or public entity.

Federal agencies, because of their status as U.S. Government entities, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; document retention; and governing law and dispute resolution forum. Mapbox and you (together, the "Parties") agree that modifications to Mapbox's standard Terms of Service, are appropriate to accommodate your legal status, your public (in contrast to private) mission, and other special circumstances.

Accordingly, the TOS is hereby modified by this Amendment to allow for your use of the Mapbox Site.

A. Indemnification: All indemnification, liability and damages provisions of the TOS are hereby waived. Liability of Agency for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other governing authority. Liability of Mapbox for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable federal law. In any event, neither party shall be liable for consequential damages. The claim period within which a cause of action must be commenced by either party will be governed by federal law.

B. Governing law and jurisdiction: The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America.

C. Limitation of liability: The Parties agree that nothing in the Warranty or Limitation of Liability provisions in the TOS in any way grants Mapbox a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

E. No endorsement: Mapbox agrees that your seals, trademarks, logos, service marks, trade names, and the fact that you use the software, services, maps, and other content of the Mapbox Site shall not be used by Mapbox in such a manner as to state or imply that Mapbox's products or services are endorsed, sponsored or recommended by you or by any other entity of the Federal Government, or are considered by these federal entities as superior to any other company's products or services. Mapbox agrees not to display any Agency or government seal or logo on the Mapbox homepage or elsewhere on the Mapbox Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Mapbox may list the Agency's name in a publicly available user list so long as the name is not displayed in a more prominent fashion than that of any other third party name, and reference your Agency as a Mapbox user.

F. No business relationship created: The Parties are independent entities and nothing in the TOS or this Amendment creates an agency, partnership, joint venture, or employer/employee relationship.

G. Fee based services: The Parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before you decide to enter into a premium or enterprise subscription, or any other fee-based service that Mapbox or alternative providers may offer now or in the future, you agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

H. Assignment: Neither party may assign its obligations under this Amendment to any third party without prior written consent of the other.

I. Precedence; Further Amendment; Termination: If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Mapbox Site, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. You may terminate this Amendment at any time. Mapbox may terminate this Amendment on 30 days written notice.

J. Posting and availability of this Amendment: The Parties agree this Amendment contains no confidential or proprietary information, and you may release it to the public upon request and to other agencies interested in using the Mapbox Site.

K. Security: Mapbox will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Internet, Mapbox will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data.

L. Title and Intellectual Property Rights: To the extent permitted under Federal law, all rights, title and interest to any and all work produced and created by User pursuant to or in connection with the use of the Mapbox Site shall vest in the User. Ownership or possession of such rights, title and interest shall not be affected by any alleged or actual breach of the TOS or this Amendment. Under no circumstances may Mapbox claim a right, title or interest in Content that is in the public domain.

M. Permanent Geocoding API: Use of the API is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS, FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the API, the construction that provides greater limitations on the Government's rights shall control. For purposes of any public disclosure provision under any federal, state, or local law, it is agreed that the databases powering the API and any geocoding results derived from the API are trade secrets and proprietary commercial products and not subject to disclosure.

Additional Items for Discussion and Possible Inclusion in this Agreement: Mapbox understands current federal law, regulation and policy may affect your use of Mapbox products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by Mapbox (which may change from time to time), and how you intend to use those services (which also may change). Among the topics the Parties may need to discuss, and which may lead to the insertion of additional clauses in this Agreement, are Privacy and Accessibility.

Appendix 1 to Attachment B

Google Terms of Service

Last modified: April 14, 2014 (view archived versions)

Welcome to Google!

Thanks for using our products and services ("Services"). The Services are provided by Google Inc. ("Google"), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, follow these instructions.

Privacy and Copyright Protection

Google's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices in our Help Center.

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

If you have a Google Account, we may display your Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you can choose your settings so your name and photo do not appear in an ad.

You can find more information about how Google uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Google as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS

OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our contact page.

Google Maps/Google Earth Additional Terms of Service

Last Modified: December 17, 2015

Thanks for using Google Maps and Google Earth ("Google Maps/Google Earth").

Google Maps/Google Earth allow you to view and use a variety of content, including map and terrain data, imagery, business listings, traffic, reviews, and other related information provided by Google, its licensors, and users (the "Content").

By accessing, downloading, or using Google Maps/Google Earth, you are agreeing to:

1. the Google Terms of Service (the "Universal Terms");
2. these Maps/Google Earth additional terms (the "Maps/Earth Additional Terms");
3. the Google Maps/Google Earth Legal Notices (the "Legal Notices"); and
4. the Google Privacy Policy (the "Privacy Policy").

Please read each of these four documents carefully, starting with the Universal Terms. The Universal Terms clarify, for example, your intellectual property ownership rights in the content you upload, and your responsibilities when using Google content or third-party content or when using Google Maps/Google Earth while driving.

Collectively, we refer to the Universal Terms, the Maps/Earth Additional Terms, the Legal Notices, and the Privacy Policy as the "Agreement". The Agreement is a binding contract between you and Google regarding your use of Google Maps/Google Earth.

1. License. Subject to the Agreement's terms, Google grants you a non-exclusive, nontransferable license to use Google Maps/Google Earth, including features that allow you to:

a. view and annotate maps;

b. create KML files and map layers;

c. publicly display Content with proper attribution online, in video, and in print; and

d. do many other things described in the Using Google Maps, Google Earth, and Street View permissions page.

2. Prohibited Conduct. When using Google Maps/Google Earth, you may not (or allow those acting on your behalf to):

a. redistribute or sell any part of Google Maps/Google Earth or create a new product or service based on Google Maps/Google Earth (unless you use the Google Maps/Google Earth APIs in accordance with their terms of service);

b. copy the Content (unless you are otherwise permitted to do so by the Using Google Maps, Google Earth, and Street View permissions page or applicable intellectual property law, including "fair use");

c. mass download or create bulk feeds of the Content (or let anyone else do so);

d. use Google Maps/Google Earth to create or augment any other mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in a service that is a substitute for, or a substantially similar service to, Google Maps/Google Earth;

e. use any part of Google Maps/Google Earth with other people's products or services for or in connection with real-time navigation or autonomous vehicle control, except through a specific Google-provided feature such as Android Auto or Send to Car;

f. reverse engineer or attempt to extract the source code from Google Maps/Google Earth or any related software, except to the extent that this restriction is expressly prohibited by applicable law;

g. remove, obscure, or alter any Google terms of service or any links to or notices of those terms, or any copyright, trademark, or other proprietary rights notices; or

h. do anything inappropriate, illegal, or in violation of others' rights (including their privacy, publicity, and intellectual property rights).

3. Actual Conditions; Assumption of Risk. When you use Google Maps/Google Earth's map data, traffic, directions, and other Content, you may find that actual conditions differ from the map results and Content, so exercise your independent judgment and use Google Maps/Google Earth at your own risk. You're responsible at all times for your conduct and its consequences.

4. Your Content in Google Maps/Google Earth. Content you upload, submit, store, send, or receive through Google Maps/Google Earth is subject to Google's Universal Terms, including the license in the section entitled "Your Content in our Services". However, content that remains exclusively local to your device (such as a locally-stored KML file) is not uploaded or submitted to Google, and is therefore not subject to that license.

5. Government Users. If you are using our Services on behalf of a government entity, the following terms apply:

a. Government Uses of Our Services. The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees." b. Governing Law.

i. For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

ii. For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the

Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts."

b. U.S. Government Restricted Rights. All access or use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in the Legal Notices.

Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs

Last Modified: December 17, 2015

Google is providing the following notices under applicable laws and contracts (the "Legal Notices").

The Legal Notices are incorporated by reference into the Google Maps/Google Earth Additional Terms of Service and the Google Maps/Google Earth APIs Terms of Service.

By accessing, downloading, or using Google Maps/Google Earth or the Google Maps/Google Earth APIs (collectively, the "Service(s)"), you are agreeing to be bound by these Legal Notices.

Unless otherwise specified, capitalized terms used in these Legal Notices have the meanings given to them in the Google Terms of Service, the Google Maps/Google Earth Additional Terms of Service, and the Google Maps/Google Earth APIs Terms of Service.

1 Standards. The Services rely on widely recognized international standards for naming and mapping conventions. For example, for country and territory naming, we rely primarily on the ISO3166 standard, which is recognized by the UN Statistics Division.

2 U.S. Government Restricted Rights Notice.

2.1 This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

2.2 This computer software may be:

a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

c. Reproduced for safekeeping (archives) or backup purposes;

d. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;

e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

f. Used or copied for use with a replacement computer.

2.3 Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

2.4 Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

2.5 This notice will be marked on any reproduction of this computer software, in whole or in part.

3 Country-Specific Notices.

3.1 Andorra

Govern de Andorra

3.2 Australia

Certain content which is available as part of the Services is derived from data provided by Transport for NSW. Public Transport Customers requiring the most current information should check at www.transportnsw.info.

3.3 Austria

a. BEV - BA fuer Eich und Vermessungswesen (Geocodes) © Österreichisches Adressregister, 2009. You are not permitted, at any one time, to use Austrian Postal Data to provide, display or provide access to mass downloads or bulk feeds of numerical latitude and longitude coordinates.

b. BEV - BA fuer Eich und Vermessungswesen (Map Data) © BEV, 2009

3.4 Belgium

a. Institut Geographique National - IGN Belgium

b. Brussels UrbIS®© - Distribution & Copyright CIRB/CIBG

3.5 Brazil

FUNAI (Fundação Nacional do Índio)

3.6 Canada

Google's maps of Canada include data provided from the following:

a. Source Data: © 2015 DMTI Spatial Inc.

b. Statistics Canada 2005-2008 Road Network File

c. GeoBase - http://www.geobase.ca/

Google's maps of Canada contain Postal CodeOM Data copied by Google under a sublicense from DMTI Spatial Inc., a party directly licensed by Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated September 2009 or later.

Google maps du Canada contient des données qui ont été reproduites avec l'autorisation de

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3.7 Denmark a. © COWI A/S

b. © DAVdata.dk

c. © The Danish Road Directorate / Vejdirektoratet

3.8 Finland

a. National Land Survey of Finland © NLS, 2011

b. The Finnish Road Administration / Digiroad 2011

3.9 France and Monaco

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b. © Principauté de Monaco

c. Contains information from STIF Open Data, which is made available here under the Open Data License (ODbL). Modifications and improvements to the database made available in GTFS format here.

3.10 Germany

a. Bundesamt für Kartographie und Geodäsie - © Vermessungsverwaltungen der Bundesländer und Bundesamt für Kartographie und Geodäsie

b. Trails and Points of Interest © Bayerische Vermessungsverwaltung (www.geodaten.bayern.de)

c. © 2012 Aerowest; municipal of Hilden, City of Oberhausen, City of Konstanz, Wuppertal, © 2007 Stadt Karlsruhe VLW

3.11 Great Britain

This Service contains Ordnance Survey data © Crown copyright and database right 2011, Royal Mail data © Royal Mail copyright and database right 2011, and National Statistics data © Crown copyright and database right 2011

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2015 UK roadworks and traffic disruptions data provided by Elgin and its licensors, which include Local Highway Authorities, Highways Agency, Traffic Scotland, Traffic Wales and Transport for London. For further information see http://www.elgin.org.uk/url-terms/dataproviders.

Powered by TfL Open Data.

3.12 Greece

a. EuroGeographics; Copyright Geomatics Ltd.

b. © 2012 Epsilon International SA

3.13 Hong Kong

Google's maps of Hong Kong include business listings and transit data provided by Mapking International Limited – www.mapking.com.

3.14 Hungary

© GeoX – FÖMI – MoD Mapping Agency, 2012

3.15 Ireland

a. © An Post GeoDirectory Limited 2012

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3.16 Israel

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h. U.S. Geological Survey - http://www.usgs.gov/

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2. It's best to do one thing really, really well.

We do search. With one of the world's largest research groups focused exclusively on solving search problems, we know what we do well, and how we could do it better. Through continued iteration on difficult problems, we've been able to solve complex issues and provide continuous improvements to a service that already makes finding information a fast and seamless experience for millions of people. Our dedication to improving search helps us apply what we've learned to new products, like Gmail and Google Maps. Our hope is to bring the power of search to previously unexplored areas, and to help people access and use even more of the ever-expanding information in their lives.

3. Fast is better than slow.

We know your time is valuable, so when you're seeking an answer on the web you want it right away–and we aim to please. We may be the only people in the world who can say our goal is to have people leave our website as quickly as possible. By shaving excess bits and bytes from our pages and increasing the efficiency of our serving environment, we've broken our own speed records many times over, so that the average response time on a search result is a fraction of a second. We keep speed in mind with each new product we release, whether it's a mobile application or Google

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4. Democracy on the web works.

Google search works because it relies on the millions of individuals posting links on websites to help determine which other sites offer content of value. We assess the importance of every web page using more than 200 signals and a variety of techniques, including our patented PageRank™ algorithm, which analyzes which sites have been "voted" to be the best sources of information by other pages across the web. As the web gets bigger, this approach actually improves, as each new site is another point of information and another vote to be counted. In the same vein, we are active in open source software development, where innovation takes place through the collective effort of many programmers.

5. You don't need to be at your desk to need an answer.

The world is increasingly mobile: people want access to information wherever they are, whenever they need it. We're pioneering new technologies and offering new solutions for mobile services that help people all over the globe to do any number of tasks on their phone, from checking email and calendar events to watching videos, not to mention the several different ways to access Google search on a phone. In addition, we're hoping to fuel greater innovation for mobile users everywhere with Android, a free, open source mobile platform. Android brings the openness that shaped the Internet to the mobile world. Not only does Android benefit consumers, who have more choice and innovative new mobile experiences, but it opens up revenue opportunities for carriers, manufacturers and developers.

6. You can make money without doing evil.

Google is a business. The revenue we generate is derived from offering search technology to companies and from the sale of advertising displayed on our site and on other sites across the web. Hundreds of thousands of advertisers worldwide use AdWords to promote their products; hundreds of thousands of publishers take advantage of our AdSense program to deliver ads relevant to their site content. To ensure that we're ultimately serving all our users (whether they are advertisers or not), we have a set of guiding principles for our advertising programs and practices:

o We don't allow ads to be displayed on our results pages unless they are relevant where they are shown. And we firmly believe that ads can provide useful information if, and only if, they are relevant to what you wish to find–so it's possible that certain searches won't lead to any ads at all.

o We believe that advertising can be effective without being flashy. We don't accept pop–up advertising, which interferes with your ability to see the content you've requested. We've found that text ads that are relevant to the person reading them draw much higher clickthrough rates than ads appearing randomly. Any advertiser, whether small or large, can take advantage of this highly targeted medium.

o Advertising on Google is always clearly identified as a "Sponsored Link," so it does not compromise the integrity of our search results. We never manipulate rankings to put our partners higher in our search results and no one can buy better PageRank. Our users trust our objectivity and no short-term gain could ever justify breaching that trust.

7. There's always more information out there.

Once we'd indexed more of the HTML pages on the Internet than any other search service, our engineers turned their attention to information that was not as readily accessible. Sometimes it was just a matter of integrating new databases into search, such as adding a phone number and address lookup and a business directory. Other efforts required a bit more creativity, like adding the ability to search news archives, patents, academic journals, billions of images and millions of books. And our researchers continue looking into ways to bring all the world's information to people seeking answers.

8. The need for information crosses all borders.

Our company was founded in California, but our mission is to facilitate access to information for the entire world, and in every language. To that end, we have offices in more than 60 countries, maintain more than 180 Internet domains, and serve more than half of our results to people living outside the United States. We offer Google's search interface in more than 130 languages, offer people the ability to restrict results to content written in their own language, and aim to provide the rest of our applications and products in as many languages and accessible formats as possible. Using our translation tools, people can discover content written on the other side of the world in languages they don't speak. With these tools and the help of volunteer translators, we have been able to greatly improve both the variety and quality of services we can offer in even the most far–flung corners of the globe.

9. You can be serious without a suit.

Our founders built Google around the idea that work should be challenging, and the challenge should be fun. We believe that great, creative things are more likely to happen with the right company culture–and that doesn't just mean lava lamps and rubber balls. There is an emphasis on team achievements and pride in individual accomplishments that contribute to our overall success. We put great stock in our employees–energetic, passionate people from diverse backgrounds with creative approaches to work, play and life. Our atmosphere may be casual, but as new ideas emerge in a café line, at a team meeting or at the gym, they are traded, tested and put into practice with dizzying speed–and they may be the launch pad for a new project destined for worldwide use.

10. Great just isn't good enough.

We see being great at something as a starting point, not an endpoint. We set ourselves goals we know we can't reach yet, because we know that by stretching to meet them we can get further than we expected. Through innovation and iteration, we aim to take things that work well and improve upon them in unexpected ways. For example, when one of our engineers saw that search worked well for properly spelled words, he wondered about how it handled typos. That led him to create an intuitive and more helpful spell checker.

Even if you don't know exactly what you're looking for, finding an answer on the web is our problem, not yours. We try to anticipate needs not yet articulated by our global audience, and meet them with products and services that set new standards. When we launched Gmail, it had more storage space than any email service available. In retrospect offering that seems obvious–but that's because now we have new standards for email storage. Those are the kinds of changes we seek to make, and we're always looking for new places where we can make a difference. Ultimately, our constant dissatisfaction with the way things are becomes the driving force behind everything we do.

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What information we collect and why we collect it.

How we use that information.

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Transparency and choice

People have different privacy concerns. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

Review and update your Google activity controls to decide what types of data, such as videos you've watched on YouTube or past searches, you would like saved with your account when you use Google services. You can also visit these controls to manage whether certain activity is stored in a cookie or similar technology on your device when you use our services while signed-out of your account.

Review and control certain types of information tied to your Google Account by using Google Dashboard.

View and edit your preferences about the Google ads shown to you on Google and across the web, such as which categories might interest you, using Ads Settings.

You can also visit that page to opt out of certain Google advertising services.

Adjust how the Profile associated with your Google Account appears to others.

Control who you share information with through your Google Account.

Take information associated with your Google Account out of many of our services.

Choose whether your Profile name and Profile photo appear in shared endorsements that appear in ads.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. However, it's important to remember that many of our services may not function properly if your cookies are disabled. For example, we may not remember your language preferences.

Information you share

Many of our services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines, including Google. Our services provide you with different options on sharing and removing your content.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We do not share personal information with companies, organizations and individuals outside of Google unless one of the following circumstances applies:

With your consent

We will share personal information with companies, organizations or individuals outside of Google when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.

With domain administrators

If your Google Account is managed for you by a domain administrator (for example, for Google Apps users) then your domain administrator and resellers who provide user support to your organization will have access to your Google Account information (including your email and other data). Your domain administrator may be able to:

view statistics regarding your account, like statistics

regarding applications you install. change your account

password. suspend or terminate your account access.

access or retain information stored as part of your account.

receive your account information in order to satisfy applicable law, regulation,

legal process or enforceable governmental request. restrict your ability to delete or edit information or privacy settings.

Please refer to your domain administrator's privacy policy for more information.

For external processing

We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

For legal reasons

We will share personal information with companies, organizations or individuals outside of Google if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

meet any applicable law, regulation, legal process or enforceable

governmental request. enforce applicable Terms of Service, including investigation of potential violations.

detect, prevent, or otherwise address fraud, security or technical issues. protect against

harm to the rights, property or safety of Google, our users or the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

If Google is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect Google and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

We encrypt many of our services using SSL.

We offer you two step verification when you access your Google Account, and a Safe Browsing feature in Google Chrome. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.

We restrict access to personal information to Google employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by Google Inc. and its affiliates, including YouTube, services Google provides on Android devices, and services offered on other sites (such as our advertising services), but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include Google services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Compliance and cooperation with regulatory authorities

We regularly review our compliance with our Privacy Policy. We also adhere to several self regulatory frameworks, including the EUUS Privacy Shield Framework.

When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Specific product practices

The following notices explain specific privacy practices with respect to certain Google products and services that you may use:

Chrome and Chrome OS

Play Books

Payments

Fiber

Project Fi

Google Apps for Education

For more information about some of our most popular services, you can visit the Google Product Privacy Guide.

Other useful privacy and security related materials

Further useful privacy and security related materials can be found through Google's policies and principles pages, including:

Information about our technologies and principles, which includes, among other things, more information on how Google uses cookies. technologies we use for advertising.

how we recognize patterns like faces.

A page that explains what data is shared with Google when you visit websites that use our advertising, analytics and social products.

The Privacy Checkup tool, which makes it easy to review your key privacy settings.

Google's safety center, which provides information on how to stay safe and secure online.

"access to your personal information"

For example, with Google Dashboard you can quickly and easily see some of the data associated with your Google Account. Learn more.

"ads you'll find most useful"

For example, if you frequently visit websites and blogs about gardening, you may see ads related to gardening as you browse the web.

Learn more.

"advertising services"

For example, if you frequently visit websites and blogs about gardening that show our ads, you may start to see ads related to this interest as you browse the web. Learn more.

"and other sensors"

Your device may have sensors that provide information to assist in a better understanding of your location. For example, an accelerometer can be used to determine things like speed, or a gyroscope to figure out direction of travel. Learn more.

"collect information"

This includes information like your usage data and preferences, Gmail messages, G+ profile, photos, videos, browsing history, map searches, docs, or other Google-hosted content. Learn more.

"combine personal information from one service with information, including personal information, from other Google services"

For example, when you're signed in to your Google Account and search on Google, you can see search results from the public web, along with pages, photos, and Google+ posts from your friends and people who know you or follow you on Google+ may see your posts and profile in their results. Learn more.

"connect with people"

For example, you could get suggestions of people you might know or want to connect with on Google+, based on the connections you have with people on other Google products, like Gmail and people who have a connection with you may see your profile as a suggestion. Learn more.

"credit card"

Whilst we currently don't ask for a credit card during sign up, verifying your age through a small credit card transaction is one way to confirm that you meet our age requirements in case your account was disabled after you have entered a birthday indicating you are not old enough to have a Google Account. Learn more.

"develop new ones"

For example, Google's spell checking software was developed by analyzing previous searches where users had corrected their own spelling.

Learn more.

"device identifiers"

Device identifiers let Google know which unique device you are using to access our services, which can be used to customise our service to your device or analyse any device issues related to our services. Learn more.

"device-specific information"

For example, when you visit Google Play from your desktop, Google can use this information to help you decide on which devices you'd like your purchases to be available for use. Learn more.

"improve your user experience"

For example, cookies allow us to analyse how users interact with our services. Learn more.

"legal process or enforceable governmental request"

Like other technology and communications companies, Google regularly receives requests from governments and courts around the world to hand over user data. Our legal team reviews each and every request, regardless of type, and we frequently push back when the requests appear to be overly broad or don't follow the correct process. Learn more.

"limit sharing or visibility settings"

For example, you can choose your settings so your name and photo do not appear in an ad. Learn more.

"linked with information about visits to multiple sites"

Google Analytics is based on first-party cookies. Data generated through Google Analytics can be linked, by the Google Analytics customer or by Google, using Google technology, to third-party cookies, related to visits to other websites, for instance when an advertiser wants to use its Google Analytics data to create more relevant ads, or to further analyze its traffic. Learn more. "maintain"

For example, we continuously monitor our systems to check that they are working as intended and in order to detect and fix errors. Learn more.

"may collect and process information about your actual location"

For example, Google Maps can center the maps view on your current location. Learn more.

"may not function properly"

For example, we use a cookie called 'lbcs' which makes it possible for you to open many Google Docs in one browser. Learn more.

"and our partners"

We allow trusted businesses to use cookies or similar technologies for advertising and research purposes on our services. Learn more.

"phone number"

For example, if you add a phone number as a recovery option, if you forget your password Google can send you a text message with a code to enable you to reset it. Learn more.

"protect Google and our users"

For example, if you're concerned about unauthorized access to your email, "Last account activity" in Gmail shows you information about recent activity in your email, such as the IP addresses that accessed your mail, the associated location, as well as the time and date. Learn more. "protect"

For example, one reason we collect and analyze IP addresses and cookies is to protect our services against automated abuse. Learn more. "provide"

For example, the IP address assigned to your device is used to send the data you requested back to your device. Learn more.

"sharing"

For example, with Google+, you have many different sharing options. Learn more.

"sharing with others quicker and easier"

For example, if someone is already a contact, Google will autocomplete their name if you want to add them to a message in Gmail. Learn more.

"the people who matter most to you online"

For example, when you type an address in the To, Cc, or Bcc field of a message you're composing, Gmail will suggest addresses from your Contacts list. Learn more.

"to make it easier to share things with people you know"

For example, if you have communicated with someone via Gmail and want to add them to a Google Doc or an event in Google Calendar, Google makes it easy to do so by autocompleting their email address when you start to type in their name. Learn more.

"view and interact with our ads"

For example, we regularly report to advertisers on whether we served their ad to a page and whether that ad was likely to be seen by users (as opposed to, for example, being on part of the page to which users did not scroll). Learn more.

"We may share aggregated, non-personally identifiable information publicly"

When lots of people start searching for something, it can provide very useful information about particular trends at that time. Learn more.

"Wi-Fi access points and cell towers"

For example, Google can approximate your device's location based on the known location of nearby cell towers. Learn more.

"more relevant search results"

For example, we can make search more relevant and interesting for you by including photos, posts, and more from you and your friends.

Learn more.

"removing your content"

For example, you can delete your Web & App Actvity, your blog, a Google Site you own, your YouTube Channel, your Google+ profile or your entire Google account. Learn more.

"to show trends"

You can see some of these at Google Trends and YouTube Trending Videos. Learn more.

"your activity on other sites and apps"

This activity might come from your use of Google products like Chrome Sync or from your visits to sites and apps that partner with Google. Many websites and apps partner with Google to improve their content and services. For example, a website might use our advertising services (like AdSense) or analytics tools (like Google Analytics). These products share information about your activity with Google and, depending on your account settings and the products in use (for instance, when a partner uses Google Analytics in conjunction with our advertising services), this data may be associated with your personal information. Learn more.

AT&T Acceptable Use Policy

Introduction

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T AUP ("AUP") is designed to help achieve these goals.

By signing this AUP, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users.

Scope of the AUP

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription

Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re- transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit *www.ncmec.org* or *www.att.com/safety.*

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: *cp@abuse-att.net*. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- Sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- Sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- Sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- Sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- Using another site's mail server to relay mail without the express permission of that site;
- Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- Using IP addresses that the Customer does not have a right to use;
- Collecting the responses from unsolicited electronic messages;
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- Using distribution lists containing addresses that include those who have opted out;
- Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- Using redirect links in unsolicited commercial e-mail to advertise a website or service;
- Posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- Engaging in the transmission of pirated software;
- With respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- Using manual or automated means to avoid any use limitations placed on the IP Services;
- Providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

AT&T reserves the right, however, to act immediately and without notice to suspend affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected, (4) violate any applicable law, rule or regulation; (5) otherwise present an imminent security or service risk to AT&T or its customers, or subjects AT&T or its customers to immediate danger or significant injury.

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, AT&T may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the AT&T network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to *abuse@att.net*. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance with the process detailed at http://www.att.net/general-info/claims.html and directed to the designated agent listed below:

AT&T's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent: Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
Phone: (919) 319-5737
Fax: (919) 319-8154
E-mail: copyright@att.com

Contact Information: Any notification that AT&T sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify AT&T of any change of contact information.

Signature by Authorized Official:

_____ Name and Title

_____ Date:

FirstNet Mobile-Pooled Plans and FirstNet Mobile-Unlimited Plans Terms and Conditions for Primary Users and Extended Primary Users

Eligibility: FirstNet Pooled and Unlimited Plans are only available to agencies and organizations eligible to use GSA Sources that also meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26). PSEs are divided into two categories: Primary Users and Extended Primary Users. The Primary User group consists of law enforcement, fire, and emergency medical services users. The Extended Primary User group consists of other PSE users—beyond law enforcement, fire, and emergency medical services. Some of the plans set forth in this contract are reserved for Primary Users; others are reserved for Extended Primary Users. AT&T will defer to the First Responder Network Authority as to the determinations as to whether any entity qualifies as a Public Safety Entity, Primary User or Extended Primary User. The FirstNet Mobile-Pooled and Mobile-Unlimited Plans are available to both federal Primary and federal Extended Primary Users and are available irrespective of whether the federal Primary or federal Extended Primary User (including any of their individual users) is located in a state or territory that opts out of the FirstNet network. If a state or territory opts out of the FirstNet network, both federal Primary and federal Extended Primary Users (and any of their individual users) will continue to have (1) this service on the AT&T commercial network and that connects to the nationwide dedicated FirstNet core, as deployed and (2) access to the FirstNet applications ecosystem. For state, local and tribal Public Safety Entities, the FirstNet Mobile—Pooled and FirstNet Mobile—Unlimited plans are available for use only by Primary Users and Extended Primary Users that are located in states or territories that have opted into the FirstNet network. FirstNet Features: FirstNet Mobile-Pooled and Mobile-Unlimited voice and data will connect to the nationwide dedicated FirstNet core and the Band Class 14 spectrum, as deployed. Primary Users and Extended Primary Users will also have access to the FirstNet applications ecosystem, as deployed. International Roaming Blocking Feature: All FirstNet Mobile-Pooled and Unlimited plans are provisioned with the International Roaming Blocking Feature; Customer must remove the feature to use the FirstNet Mobile- Pooled and Unlimited Plans' data, talk and text capabilities in Mexico. There is no charge to remove this feature. U.S. Pacific Territories Feature: The U.S. Pacific Territories Feature enables Customer to use the FirstNet Mobile- Pooled and Unlimited Plans' data, talk and text capabilities in American Samoa (FirstNet unlimited mobile data plans are unavailable to American Samoa Territory subscribers), Guam and the Norther Mariana Islands (the "Pacific Territories"); the feature requires Customer to disable the International Roaming Blocking Feature as well. There is no charge for the U.S. Pacific Territories Feature. Devices: Sold separately. See www.firstnet.com/wearables for current list of connected wearables.

DATA: For use in the contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands and the Pacific Territories (see above for feature provisioning requirements for use in the Pacific Territories). Plans include data usage in Mexico (see above for feature provisioning requirements). Additional or promotional data may not be available for use outside the contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. See att.com/broadbandinfo for details on AT&T network management policies.

FirstNet Mobile - Unlimited Plans: Unlimited plans do not pool. FirstNet unlimited mobile data plans are unavailable to American Samoa Territory subscribers. **Data-only Device Exclusions:** FirstNet Mobile- Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the AT&T network, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

FirstNet Mobile – Pooled Plans: Within a single Billing Account Number (BAN), Public Safety Entity Users activated on separate FirstNet Mobile--Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Public Safety Entity User first uses his or her plan's included data allotment ("Data Allowance"), if any. If a Public Safety Entity User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If a Public Safety Entity User uses more than the plan's Data Allowance (e.g., any Public Safety Entity User with a 0GB plan), the Public Safety Entity User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Public Safety Entity User lines in the Data Pool and the total Over Usage amounts for Public Safety Entity User lines in the Data Pool and then compares

the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Public Safety Entity User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Public Safety Entity User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount, then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Public Safety Entity User's Data Overage charges to determine each such Public Safety Entity User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Public Safety Entity User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Public Safety Entity User line with Over Usage, both (a) the Public Safety Entity User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Public Safety Entity User's Data Overage charges. Changing or migrating Public Safety Entity User lines to FirstNet Mobile--Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. If Customer's organization's Foundation Account Number has multiple BANs, Customer may have more than one BAN specific Data Pool; however, Public Safety Entity User Lines in one Data Pool cannot take advantage of another Data Pool's Under Usage, and each Public Safety Entity User line can only be part of one Data Pool at a time. AT&T reserves the right to limit the number of Public Safety Entity User lines in a Data Pool due to business needs and system limitations. **Data Overage:** If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of $0.000009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

UNLIMITED TALK: For phones (including Connected Wearables) only. Includes unlimited calls within the contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and the Pacific Territories (some plans also include calls within Mexico). For use in the Pacific Territories and Mexico, see feature provisioning requirements above. **Unlimited Talk to Canada and Mexico:** For phones (including Connected Wearables) only. Includes unlimited International Long Distance (ILD) calling from the contiguous United States (CONUS) , Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and the Pacific Territories to Mexico and Canada only. Customer may be charged for calls to special or premium service numbers. **Calls to Other Countries:** Plans for phones (including Connected Wearables) also include ILD calling from the contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and the Pacific Territories (plans for smartphones and feature phones also include calling from Mexico) to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

UNLIMITED TEXT: Standard Messaging – For phones (including Connected Wearables) only. Includes unlimited number of messages up to 1MB in size within and from the contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and the Pacific Territories (plans for smartphones and feature phones also include messaging within and from Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. For rates, see att.com/worldconnect. For use in the Pacific Territories and Mexico, see feature provisioning requirements above. AT&T may add, change, and remove included countries at is discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details. **Advanced Messaging** – For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated contiguous United States (CONUS), Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and the Pacific Territories (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at att.com/advancedmessaging. Connected Wearables: Visit www.firstnet.com/wearables to find available Connected Wearables. **Canada and Mexico Service Restrictions:** Plan usage not available in Mexico on Connected Devices and Connected Wearables. Pay-per-use roaming rates will apply on these devices. For rates, see att.com/worldconnect. **Invoicing Limitation:** FirstNet plans are not eligible for combined (wireless/wireline) billing.

INVOICING TERMS RELATED TO FIRSTNET MOBILE PLANS: Customer must establish separate Foundation Account Numbers (FANs) for Customer's Primary Users and Customer's Extended Primary Users. Customer will receive a separate invoice for each BAN Customer establishes under a FAN, except where Customer chooses BEST Pooling, in

which case Customer will receive a single invoice covering all BANs under the FAN regardless of the number of BANs Customer establishes under the FAN. **For FirstNet Primary user types,** a separate FirstNet Primary billing account must be set up for FirstNet Primary user types exclusively. FirstNet Primary users can only pool with other FirstNet Primary users on the same billing account. There is no pooling with non-FirstNet user types on any FirstNet Primary user account. **For FirstNet Extended user types,** a separate FirstNet Extended billing account must be set up for FirstNet Extended user types exclusively. FirstNet Extended users can only pool with other FirstNet Extended users on the same billing account. There is no pooling with non-FirstNet user types on any FirstNet Extended user account.

INVOICING TERMS RELATED TO FIRSTNET MOBILE PLANS: For FirstNet Primary Users, a separate FirstNet Primary billing account must be set up for FirstNet Primary Users exclusively. FirstNet Primary Users can only pool with other FirstNet Primary Users on the same billing account. There is no pooling with non-Public Safety Entities on any FirstNet Primary User account. For FirstNet Extended Primary Users, a separate FirstNet Extended Primary User billing account must be set up for FirstNet Extended Primary Users exclusively. FirstNet Extended Primary Users can only pool with other FirstNet Extended Primary Users on the same billing account. There is no pooling with non-Public Safety Entities on any FirstNet Extended User account.

GENERAL WIRELESS SERVICE TERMS: Subject to Government Agreement. Service is not for resale. **Other Monthly Charges:** Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to $1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Allotment surcharge of $0.20 – $0.45 applied per Public Safety Entity User's assigned number), which are not government-required charges. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check wireless.att.com/coverageviewer. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.

U.S. Pacific Territories. Only FirstNet Services are available to Customers in the U.S. Pacific Territories of American Samoa, Guam and the Commonwealth of the Northern Mariana Islands (the "Pacific Territories"). Customers in the Pacific Territories may purchase only those FirstNet Plans and FirstNet Services that are designated as available in the Pacific Territories in the applicable Sales Information. FirstNet Services and features not available in the Pacific Territories to Customers in the Territories may be available to those Customers when traveling in the domestic U.S., Canada and Mexico.

6.1. Pacific Territories – Available Plans, Features, Services and Equipment

In the U.S. Pacific Territories of American Samoa, Guam and the Commonwealth of the Northern Mariana Islands (the "Pacific Territories"), AT&T provides the FirstNet Solution using the networks of local service providers with whom AT&T has contracted under the oversight of the FirstNet Authority. The networks of these local service providers do not connect to the FirstNet Evolved Packet Core and, consequently, the FirstNet Plans, FirstNet included and optional features and services, and FirstNet equipment available to customers located in the Pacific Territories differ from those available in the domestic U.S. and its other territories. Customers located in the Pacific Territories may purchase, subscribe to, or use only those FirstNet Plans, FirstNet included and optional features and services, and FirstNet equipment that are expressly designated as available in the Pacific Territories.

6.1.1. Pacific Territories—Available FirstNet Plans

The following FirstNet Plans are available to Customers located in Pacific Territories:

	Availability of Plans by Territory		
Plan	American Samoa	Guam	Northern Mariana Islands
FirstNet Mobile--Pooled (Smartphone and Data-Only plans only)	Available	Available	Available
FirstNet Mobile--Unlimited (Smartphone and Data-Only plans only)	Unavailable	Available	Available
FirstNet Mobile--Responder (Smartphone plans only)	Available	Available	Available
FirstNet Mobile—Responder Unlimited (Smartphone plans only)	Unavailable	Available	Available

6.1.2. Pacific Territories—Available Features and Services

The following FirstNet included and optional features and services are available in the . Pacific Territories:

AT&T FirstNet Pacific Territories Services and Optional Features by User Type			
Services and l Features	Primary Users	Extended Primary Users	Subscriber Paid Users
First Priority® Access and Preemption	Included	Optional Priority only	Included (Primary User Public Safety Entities); Optional (Extended Primary User Public Safety Entities—Priority only)
FirstNet Central	Included	Included	Included
AT&T Mobile Forms	Optional	Optional	Unavailable
Device Security MDM	Optional	Optional	Unavailable
IBM Maas 360	Optional	Optional	Unavailable
NetMotion Wireless from AT&T	Optional	Optional	Unavailable
Box from AT&T	Optional	Optional	Unavailable

Wi-Fi Browsing and Video Streaming	Included	Included	Included

6.1.3. Pacific Territories—Equipment

Customers located in the Pacific Territories should consult a FirstNet Sales Specialist through a Contact Us submission FirstNet.com for information on equipment that can be used with FirstNet Plans in the Pacific Territories.

6.1.4. Pacific Territories—Roaming

FirstNet Customers located in the Pacific Territories will automatically switch to the FirstNet Evolved Packet Core while roaming in the domestic U.S. and its other territories, Canada, and Mexico in order to achieve the best FirstNet experience while outside the Pacific Territories. There is no additional charge for accessing the FirstNet Evolved Packet Core while roaming in the domestic U.S. and its other territories, Canada and Mexico.

FirstNet Customers located in the domestic U.S. and its other territories have all the benefits of their FirstNet Plan while roaming in the Pacific Territories.

Limited Access To FirstNet Central For FirstNet Terms And Conditions

1. SCOPE

These Limited Access to FirstNet Central for FirstNet terms and conditions are between the Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26) and AT&T.

These terms and conditions set forth how AT&T will provide PSEs access to FirstNet Central for FirstNet (the "Portal") for the sole purpose of allowing PSEs to designate individuals eligible to purchase a FirstNet wireless service plan ("Plan") as a Subscriber Paid User. Subscriber Paid Users are individuals who are either (a) employees of PSE acting in the capacity of a first responder in the areas of law enforcement, fire protection, emergency medical services, emergency management agencies, and public safety answering points ; or (b) authorized, active auxiliary personnel affiliated with PSE who provide services or perform functions on an occasional, volunteer basis, and support PSE in the areas of law enforcement, fire protection, or emergency medical services.

2. AT&T's OBLIGATIONS

AT&T will provide PSE a single set of credentials ("Credentials") to the Portal for PSE to use to designate individuals eligible to purchase a FirstNet Mobile Responder rate plan ("Plan") as a Subscriber Paid User..

3. CUSTOMER's REPRESENTATIONS AND OBLIGATIONS

3.1 PSE represents and warrants that it is a Primary User PSE as that term is used by the First Responder Network Authority and by AT&T in its capacity as the service provider for FirstNet.

3.2 In using the Credentials and the Portal, PSE agrees to comply with the Terms of Use for the Portal and acknowledges and agrees to the obligations set forth in the Terms of Use, including, but not limited to, the protection of the Credentials. PSE agrees to follow all processes and procedures established by AT&T from time to time for access to, and use of, the Portal.

3.3 PSE acknowledges that it will identify a Designated Agency Representative (DAR) Administrator. The DAR Administrator will be responsible for the following:

i. Verifying and approving the individuals PSE designates as eligible Subscriber Paid Users.

ii. Using the Portal to: (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain a FirstNet wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible to participate in FirstNet as a Subscriber Paid User.

3.4 Once verified and approved, AT&T will contact eligible Subscriber Paid Users, who must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement("WCA") under which they may purchase a FirstNet Subscriber Paid User plan. PSE has no obligation to pay for services AT&T provides to Subscriber Paid Users, who will be financially responsible for payment of services provided under the WCA and any applicable plan.

4. DISCLAIMER OF WARRANTIES AND LIABILITY

ACCESS TO THE PORTAL IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IN NO EVENT SHALL AT&T, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO PSE, PSE'S AFFILIATES OR THIRD PARTIES CLAIMING THROUGH PSE FOR MONETARY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EXPENSES ASSOCIATED WITH THESE TERMS AND CONDITIONS OR LOST REVENUES, ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THESE TERMS AND CONDITIONS.

5. ENTIRE AGREEMENT

These terms and conditions between the parties, with respect to its subject matter, supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning Customer's ability to access the Portal.

AT&T Dynamic Traffic Management – Enterprise Terms and Conditions

1. General. AT&T will provide Customers with AT&T Dynamic Traffic Management – Enterprise. AT&T Dynamic Traffic Management – Enterprise is a solution for use with Customer's authorized eligible end users' lines of service. Each eligible end user line may have only one AT&T Dynamic Traffic Management solution provisioned on it.

2. Description, Eligibility and Usage - AT&T Dynamic Traffic Management – Enterprise

2.1 Enhanced Network Experience. AT&T Dynamic Traffic Management – Enterprise uses quality of service ("QoS") network technology to enable qualified Customers to receive a differentiated (i.e., enhanced versus "best effort") 4G LTE network experience for Approved Business Application (as defined below) data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network (i.e., excluding microcells, AT&T Wi-Fi service, and roaming partners' networks). An enhanced, or higher, QoS is particularly valuable during times of network congestion. AT&T Dynamic Traffic Management – Enterprise does not provide priority access to the AT&T-owned domestic 4G LTE network.

2.2 AT&T Dynamic Traffic Management – Enterprise Pricing, Billing & Usage Limitations. AT&T Dynamic Traffic Management – Enterprise is provisioned as a monthly recurring feature charge that is added to Customer's qualified wireless data service plan(s) on a per eligible end user line basis. For eligible end users on a qualified wireless data service plan that offers unlimited data, usage of AT&T Dynamic Traffic Management - Public Safety may not exceed 10 GB a month for three consecutive months. AT&T Dynamic Traffic Management – Enterprise is provisioned on a monthly billing cycle basis, and no proration is offered for termination prior to the expiration of a billing cycle.

3. AT&T Dynamic Traffic Management – Enterprise Eligibility Requirements. In order to qualify for AT&T Dynamic Traffic Management – Enterprise, Customer must at all times meet the eligibility requirements set forth below.

3.1 General Requirements.

3.1.1 Required and Optional Service Configurations. AT&T Dynamic Traffic Management – Enterprise is offered as an enhancement to Customer's authorized CRU lines of service having: (a) a qualified wireless data service plan; and (b) a 4G LTE compatible smartphone or wireless device provisioned with an Approved Business Application, as more fully described in Section 3.1.2, below. AT&T Dynamic Traffic Management can also be combined in solutions featuring AT&T Commercial Connectivity Service, also known as AT&T Private Mobile Connection. Because AT&T is in the process of renaming Commercial Connectivity Service to Private Mobile Connection, the term Private Mobile Connection is used below; there are no changes to the Commercial Connectivity Service described in this GSA Schedule Contract # 47QTCA19D00MV other than the name.

3.1.1.1 AT&T Private Mobile Connection. Customers may request a solution that combines AT&T Dynamic Traffic Management–Enterprise with select AT&T Private Mobile Connection services, which are services under which AT&T establishes an APN and grants a Connection Right to facilitate wireless communications to and from the Customer's eligible end users and/or 4G LTE-enabled Equipment using a Host Application (as those terms are defined in the Commercial Connectivity Services provisions of this GSA Schedule Contract # 47QTCA19D00MV). If a Customer chooses to configure AT&T Dynamic Traffic Management—Enterprise with AT&T Private Mobile Connection, Customer must also have, and maintain compliance with, the terms and conditions set forth in this GSA Schedule Contract # 47QTCA19D00MV for one of the following qualified 4G LTE Private Mobile Connection solutions:

- Private Mobile Connection – Custom APN
- Private Mobile Connection – Network VPN
- Private Mobile Connection—MPLS Interconnect
- Private Mobile Connection—AT&T VPN Access

Customer understands and agrees that: (a) each authorized eligible end user line must use Customer's Private Mobile Connection APN in order to take advantage of AT&T Dynamic Traffic Management–Enterprise; (b) each Approved Business Application is a "Host Application" for purposes of Customer's Private Mobile Connection solution; and (c) all

AT&T rights and remedies and Customer obligations set forth in the applicable Private Mobile Connection provisions of this GSA Schedule Contract # 47QTCA19D00MV apply equally to AT&T Dynamic Traffic Management – Enterprise.

3.1.2 Approved Business Applications. AT&T Dynamic Traffic Management – Enterprise is available only for use with Customer's qualified business applications that are used solely in connection with the transmission of Customer's data to and from its authorized eligible end user lines' 4G LTE-enabled Equipment, including routers (except when use with routers is prohibited by the underlying wireless plan), determined solely by AT&T (each, an "Approved Business Application"). Approved Business Applications may include, without limitation, video calling/conferencing, push-to-talk, dispatch, logistics, command and control, telematics, and monitoring applications used by Customer's authorized CRU lines. Customer understands and agrees that AT&T Dynamic Traffic Management – Enterprise may not be used with, among other things, (a) mobile video transmission applications, and (b) applications that transmit data to and receive data from all or substantially all Internet endpoints. Accordingly, for each business application identified by Customer for use with AT&T Dynamic Traffic Management – Enterprise, Customer must provide AT&T with sufficient information about the application to permit AT&T to determine whether the application is an Approved Business Application. Such information will include, at a minimum, the application name/version, application protocol, destination IP address and destination port. If AT&T confirms that Customer has requested AT&T Dynamic Traffic Management – Enterprise for an Approved Business Application, Customer will also be required to identify a Customer representative who will be available to assist AT&T, at a mutually agreeable time and upon reasonable prior notice from AT&T, in: (a) validating and testing the Approved Business Application as part of the AT&T Dynamic Traffic Management – Enterprise set up; and (b) in the event that Customer chooses to configure AT&T Dynamic Traffic Management with AT&T Private Mobile Connection service, providing additional technical information and/or requesting any modifications or additions to the Approved Business Application, as described more fully in the applicable AT&T Private Mobile Connection provisions of this GSA Schedule Contract # 47QTCA19D00MV.

4. Limitations and Restrictions of AT&T Dynamic Traffic Management – Enterprise. Customer acknowledges and agrees that: (a) AT&T Dynamic Traffic Management – Enterprise is available only within the Domestic Coverage Area (i.e., the United States, Puerto Rico and the U.S. Virgin Islands) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) AT&T Dynamic Traffic Management – Enterprise does not provide priority access to the AT&T-owned domestic 4G LTE network; (c) AT&T Dynamic Traffic Management – Enterprise does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; and (d) AT&T Dynamic Traffic Management – Enterprise is not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic.

5. AT&T Dynamic Traffic Management – Enterprise Performance Reporting.

5.1 Reports. When statistically significant and reliable data are available, AT&T shall provide monthly summary reporting on various network performance metrics designed to help Customer compare the measured performance of its qualified eligible end user lines provisioned with AT&T Dynamic Traffic Management – Enterprise to the estimated "best efforts" performance for data traffic over the domestic AT&T 4G LTE network. These reports can be used to assist Customer in evaluating the benefits of AT&T Dynamic Traffic Management – Enterprise.

5.2 Delivery. The AT&T Dynamic Traffic Management – Enterprise performance reports will be made available electronically to Customer via the AT&T Premier web portal (or, if applicable, the AT&T Enterprise on Demand ("EOD") web portal) through which Customer and its authorized representatives place orders and manage Customer's wireless account(s) in accordance with the PREMIER (or, if applicable, the EOD) terms and conditions of this GSA Schedule Contract # 47QTCA19D00MV**.** Reports will be made available no earlier than 45 days after the end of each month and no later than the time AT&T reasonably requires to compile the report.

5.3 Content and Formatting. AT&T reserves the right to modify the content (including, but not limited to, reported metrics) and formatting of the reports.

5.4 Confidentiality. Notwithstanding the Confidentiality provision set forth in the General Terms and Conditions portion of this GSA Schedule Contract # 47QTCA19D00MV, Customer acknowledges and agrees that the Network Metrics and the performance reports to be provided pursuant as part of AT&T Dynamic Traffic Management constitute AT&T's highly sensitive, confidential and proprietary network information (the "AT&T Confidential Information") that is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1905). Accordingly, Customer shall, for a period of three (3) years following its disclosure to Customer: (a) hold the AT&T Confidential Information in confidence; (b) use the AT&T Confidential Information only for purposes of this Section 5; and (c) not disclose the AT&T Confidential Information to third parties without AT&T's prior written consent, except that Customer may disclose the AT&T Confidential Information (i) to its employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of AT&T and agree in writing to use and disclosure restrictions as restrictive as this Section 5.4); or (ii) to the extent authorized to be revealed by law, government authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice if provided to AT&T to the extent practicable and not prohibited by law, government authority or legal process). Customer acknowledges and agrees that any breach or threatened breach of this Section 5.4 is likely to cause AT&T irreparable harm for which direct money damages may not be sufficient or appropriate. Customer therefore agrees that the limitation of liability regarding indirect, incidental, consequential, punitive, reliance, and special damages contained in the GSA SCHEDULE CONTRACT # 47QTCA19D00MV does not apply to any breach of THIS Section 5.4 by Customer. In addition, AT&T is entitled to SEEK injunctive or other equitable relief to remedy or prevent any breach oR threatened breach of THIS Section 5.4 TO THE EXTENT ALLOWED BY LAW.

6. Customer Care.

6.1 Advanced Solutions Care - Help Desk. AT&T will provide AT&T Dynamic Traffic Management – Enterprise related support to Customer's designated representative for the service through the AT&T Advanced Solutions Care Help Desk during normal hours of operation (i.e., 9 AM ET to 9 PM ET daily).

AT&T Dynamic Traffic Management – Public Safety Terms and Conditions

1. General. AT&T will provide eligible end users with AT&T Dynamic Traffic Management – Public Safety. AT&T Dynamic Traffic Management – Public Safety is a solution for Customer's authorized eligible end user lines of service. Each eligible end user line may have only one AT&T Dynamic Traffic Management solution provisioned on it. AT&T Dynamic Traffic Management – Public Safety is limited to Customers responsible for public safety and critical infrastructure, as more fully set forth in Section 2.2, below.

2. Description, Eligibility and Usage - AT&T Dynamic Traffic Management – Public Safety.

2.1 Enhanced Network Experience. AT&T Dynamic Traffic Management – Public Safety uses quality of service ("QoS") network technology to enable qualified public safety Customers to receive a differentiated (i.e., enhanced versus "best effort") 4G LTE network experience for Approved Business Application (as defined below) data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network (i.e., excluding microcells, AT&T Wi-Fi service, and roaming partners' networks). An enhanced, or higher, QoS is particularly valuable during times of

network congestion, such as those that may occur during larger emergencies. AT&T Dynamic Traffic Management – Public Safety also has the additional benefit of priority access to the domestic AT&T 4G LTE network for a Customer's authorized eligible end user subscribers.

2.2 Eligibility requirements for AT&T Dynamic Traffic Management – Public Safety. AT&T Dynamic Traffic Management – Public Safety is available to:

- qualified state and federal public safety and emergency management organizations (e.g., police and fire departments, EMT services departments, and emergency management agencies) that have been assigned one of the following North American Industry Classification System (NAICS) codes: 621910 (Ambulance Safety Services); 922120 (Police Protection); 922160 (Fire Protection); 928110 (National Security); and entities that are engaged in the same or similar activities as those covered by the foregoing NAICS codes; and

- entities responsible for the construction, maintenance and repair of critical infrastructure and critical government functions that have been assigned one of the following NAICS codes: Relief Services - 624230 (Search & Rescue Squads); 624230 (Emergency and Other Relief Services); Energy -333611 (wind turbine); 221111 (Hydroelectric Power Generation); 221122 (Electric Power Distribution); 221210 (Natural Gas Distribution); Nuclear Reactor - 221113 (Nuclear Electric Power Generation); 562211 (Hazardous Waste Treatment and Disposal); 926130 (Regulation and Administration of Communications, Electric, Gas, and Other Utilities); Communication - 517110 (Telecommunications, wired); 517212 (Cellular and other Wireless Telecommunications); 238210, 334290 and 561620 (Alarm Systems); Water –221320 (Sewage Treatment Facilities); 221310 (Water Supply and Irrigation Systems); Transportation – 482111 (Railway Transportation); 481111 (Passenger Air Transportation); 481112 (Freight Air Transportation); 483111 (Shipping Transportation); 926120 (Transportation Administration); 491110 (Postal Service); Healthcare and Public Health - 621112 (Health Care Practitioners); 923120 (Public Health Programs); Legal Support - 922110 (Courts); 922130 (Legal Counsel and Prosecution); 922140 (Correctional Institutions); 922150 (Parole Offices and Probation offices); and 922190 (Other Justice, Public Order, and Safety Activities); Critical manufacturing – 237310 (Highway, Street and Bridge Construction); 811310 (Industry equipment repair); 236210 (Industrial Building Construction); 211130 (Extraction); 236220 (Construction Management); Chemical - 561612 (Protective Services); 541330, 541690 (chemical engineering and consulting); 239210 (Pharmaceutical); Information Technology – 541512 (computer integration); 541519 (computer disaster recovery).

The traffic of qualified state and federal public safety and emergency management organizations will be assigned a higher QoS than the traffic of other public safety Customers. In the event a public safety Customer obtains AT&T Dynamic Traffic Management—Public Safety and is later determined not to fall within one of the NAICS codes set forth above, AT&T reserves the right to terminate such public safety Customer's access to the feature.

2.3 AT&T Dynamic Traffic Management – Public Safety Provisioning and Usage Limitations. AT&T Dynamic Traffic Management – Public Safety is provisioned as a monthly recurring feature charge that is added to a public safety Customer's qualified wireless data service plan(s) on a per eligible end user line basis. For eligible end users on a qualified wireless data service plan that offers unlimited data, usage of AT&T Dynamic Traffic Management - Public Safety may not exceed 10 GB a month for three consecutive months. AT&T Dynamic Traffic Management – Public Safety is provisioned on a monthly billing cycle basis, and no proration is offered for termination prior to the expiration of a billing cycle.

3. AT&T Dynamic Traffic Management – Public Safety Eligibility Requirements. In order to qualify for AT&T Dynamic Traffic Management – Public Safety, Customer must at all times meet the eligibility requirements set forth in Section 2.2 above and set forth below.

3.1 General Requirements.

3.1.1 Required and Optional Service Configurations. AT&T Dynamic Traffic Management – Public Safety is offered as an enhancement to Customer's authorized eligible end user lines of service having: (a) a qualified wireless data service plan; and (b) a 4G LTE compatible smartphone or wireless device provisioned with an Approved Business Application, as more fully described in Section 3.1.2, below. AT&T Dynamic Traffic Management can also be combined in solutions featuring AT&T Commercial Connectivity Service, also known as AT&T Private Mobile Connection. Because AT&T is in the process of renaming Commercial Connectivity Service to Private Mobile Connection, the term Private Mobile Connection is used below; there are no changes to the Commercial Connectivity Service described in this GSA Schedule Contract # 47QTCA19D00MV other than the name.

3.1.1.1 AT&T Private Mobile Connection. Public safety Customers may request a solution that combines AT&T Dynamic Traffic Management--Public Safety with select AT&T Private Mobile Connection services, which are services under which AT&T establishes an APN and grants a Connection Right to facilitate wireless communications to and from the Customer's eligible end users and/or 4G LTE-enabled Equipment using a Host Application (as those terms are defined in the Commercial Connectivity Service provisions of this GSA Schedule Contract # 47QTCA19D00MV). If a public safety Customer chooses to configure AT&T Dynamic Traffic Management—Public Safety with AT&T Private Mobile Connection, Customer must also have, and maintain compliance with, the terms and conditions set forth in this GSA Schedule Contract # 47QTCA19D00MV for one of the following qualified 4G LTE Private Mobile Connection solutions:

- Private Mobile Connection – Custom APN
- Private Mobile Connection – Network VPN
- Private Mobile Connection—MPLS Interconnect
- Private Mobile Connection—AT&T VPN Access

Customer understands and agrees that: (a) each authorized eligible end user line must use Customer's Private Mobile Connection APN in order to take advantage of AT&T Dynamic Traffic Management---Public Safety; (b) each Approved Business Application is a "Host Application" for purposes of Customer's Private Mobile Connection solution; and (c) all AT&T rights and remedies

and Customer obligations set forth in the applicable Private Mobile Connection provisions of this GSA Schedule Contract # 47QTCA19D00MV apply equally to AT&T Dynamic Traffic Management – Public Safety.

3.1.2 Approved Business Applications. AT&T Dynamic Traffic Management – Public Safety is available only for use with Customer's qualified business applications that are used solely in connection with the transmission of Customer's data to and from its authorized eligible end user lines' 4G LTE-enabled Equipment, including routers (except when use with routers is prohibited by the underlying wireless plan), as determined solely by AT&T (each, an "Approved Business Application"). Approved Business Applications may include, without limitation, video calling/conferencing, push-to-talk, dispatch, logistics, command and control, telematics and monitoring applications used by Customer's eligible end user lines. Customer understands and agrees that AT&T Dynamic Traffic Management – Public Safety may not be used with, among other things: (a) mobile video transmission applications, and (b) applications that transmit data to and receive data from all or substantially all Internet endpoints. Accordingly, for each business application identified by Customer for use with AT&T Dynamic Traffic Management – Public Safety, Customer must provide AT&T with sufficient information about the application to permit AT&T to determine whether the application is an Approved Business Application. Such information will include, at a minimum, the application name/version, application protocol, destination IP address and destination port. If AT&T confirms that Customer has requested AT&T Dynamic Traffic Management – Public Safety for an Approved Business Application, Customer will also be required to identify a Customer representative who will be available to assist AT&T, at a mutually agreeable time and upon reasonable prior notice from AT&T, in: (a) validating and testing the Approved Business Application as part of the AT&T Dynamic Traffic Management – Public Safety set up; and (b) in the event that Customer chooses to configure AT&T Dynamic Traffic Management with AT&T Private Mobile Connection service, providing additional technical information and/or requesting any modifications or additions to the Approved Business Application, as described more fully in the applicable Private Mobile Connection provisions of this GSA Schedule Contract # 47QTCA19D00MV.

4. Limitations and Restrictions of AT&T Dynamic Traffic Management – Public Safety. Customer acknowledges and agrees that: (a) AT&T Dynamic Traffic Management – Public Safety is available only within the Domestic Coverage Area (i.e., the United States, Puerto Rico and the U.S. Virgin Islands) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) AT&T Dynamic Traffic Management – Public Safety does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; (c) AT&T Dynamic Traffic Management—Public Safety provides Customer's authorized eligible end users priority access to available AT&T 4G LTE network resources but will not preempt other users' use of the network in order to make network resources available; and (d) AT&T Dynamic Traffic Management – Public Safety not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic.

5. AT&T Dynamic Traffic Management – Public Safety Performance Reporting.

5.1 Reports. When statistically significant and reliable data are available, AT&T shall provide monthly summary reporting on various network performance metrics designed to help Customer compare the measured performance of its authorized eligible end user lines provisioned with AT&T Dynamic Traffic Management – Public Safety to the estimated "best efforts" performance for data traffic over the domestic AT&T 4G LTE network. These reports can be used to assist Customer in evaluating the benefits of AT&T Dynamic Traffic Management – Public Safety.

5.2 Delivery. The AT&T Dynamic Traffic Management – Public Safety performance reports will be made available electronically to Customer via the AT&T Premier web portal (or, if applicable, the AT&T Enterprise on Demand ("EOD") web portal) through which Customer and its authorized representatives place orders and manage Customer's wireless account(s) in accordance with the PREMIER (or, if applicable, the EOD) terms and conditions of this GSA Schedule Contract # 47QTCA19D00MV. Reports will be made available no earlier than 45 days after the end of each month and no later than the time AT&T reasonably requires to compile the report.

5.3 Content and Formatting. AT&T reserves the right to modify the content (including, but not limited to, reported metrics) and formatting of the reports.

5.3 Confidentiality. Notwithstanding the Confidentiality provision set forth in the General Terms and Conditions portion of the GSA Schedule Contract # 47QTCA19D00MV, Customer acknowledges and agrees that the Network Metrics and the performance reports to be provided pursuant as part of AT&T Dynamic Traffic Management constitute AT&T's highly sensitive, confidential and proprietary network information (the "AT&T Confidential Information") that is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1905). Accordingly, Customer shall, for a period of three (3) years following its disclosure to Customer: (a) hold the AT&T Confidential Information in confidence; (b) use the AT&T Confidential Information only for purposes of this Section 5; and (c) not disclose the AT&T Confidential Information to third parties without AT&T's prior written consent, except that Customer may disclose the AT&T Confidential Information (i) to its employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of AT&T and agree in writing to use and disclosure restrictions as restrictive as this Section 5.4); or (ii) to the extent authorized to be revealed by law, government authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice if provided to AT&T to the extent practicable and not prohibited by law, government authority or legal process). CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY BREACH OR THREATENED BREACH OF THIS SECTION 5.4 IS LIKELY TO CAUSE AT&T IRREPARABLE HARM FOR WHICH DIRECT MONEY DAMAGES MAY NOT BE SUFFICIENT OR APPROPRIATE. CUSTOMER THEREFORE AGREES THAT THE LIMITATION OF LIABILITY REGARDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, AND SPECIAL DAMAGES CONTAINED IN THE GSA SCHEDULE CONTRACT # 47QTCA19D00MV DOES NOT APPLY TO ANY BREACH OF THIS SECTION 5.4 BY CUSTOMER. IN ADDITION, AT&T IS ENTITLED TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF TO REMEDY OR PREVENT ANY BREACH OR THREATENED BREACH OF THIS SECTION 5.4 TO THE EXTENT ALLOWED BY LAW.

6. Customer Care.

6.1 Advanced Solutions Care - Help Desk. AT&T will provide AT&T Dynamic Traffic Management – Public Safety related support to Customer's designated representative for the service through the AT&T Advanced Solutions Care Help Desk during normal hours of operation (i.e., 9 AM ET to 9 PM ET daily).

Lookout Mobile Enterprise Security License Agreement Applicable to Government Users

This Amendment to Lookout Mobile Enterprise Security License Agreement ("Amendment") applies only to users of the Services that are accessing, using, or wish to access or use the Services in their capacity as U.S. government or U.S. public entities or in their capacity as employees of a U.S. government or U.S. public entity. If You are a U.S. government or U.S. public entity or an employee acting on behalf of one of those entities, read on. This Amendment applies to You. If You aren't, then this Amendment does not apply to you, but Lookout's Mobile Enterprise Security License Agreement ("License Agreement") applies to you. Defined terms used, but not defined herein, shall have the meanings given to them in the License Agreement.

This Amendment is an agreement between Lookout, Inc. ("Lookout") and U.S. Government users of the Service and applies solely to any U.S. Government agency Administrative Users and Members who use or access the Service on behalf of such U.S. Government agency (the "Agency"). You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

Lookout and You (together, the "Parties") agree that these modifications to the License Agreement are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the License Agreement are hereby modified by this Amendment as they pertain to Agency's use of the Services.

A. Government entity: For the purposes of this Amendment to the License Agreement, "You" shall mean an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time). The Agreement shall not bind in their individual capacity (i) the individual(s) who utilize the Lookout site or Services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. Lookout will look solely to the Agency to enforce any violation or breach of the License Agreement by such individuals when they are acting on behalf of the Agency, subject to federal law. All other defined terms in the standard License Agreement will retain their definitions as set forth in that agreement.

B. Public purpose: Agency shall use the Services solely in furtherance of Agency's public purpose. Any requirement(s) set forth within the License Agreement that use of the Services be for private, personal and/or non-commercial purposes is hereby waived.

C. Advertisements: Lookout hereby agrees not to serve or display any third-party commercial advertisements or solicitations in the publicly available portion of the site displaying content uploaded by or under the control of the Agency. This exclusion shall not extend to house ads, which Lookout may serve on such pages in a non- intrusive manner.

D. Indemnification, Liability, Statute of Limitations: Any provisions in the License Agreement related to indemnification and filing deadlines are hereby waived, and shall not apply except to the extent expressly authorized by law. Liability for any breach of the License Agreement as modified by this Amendment, or any claim arising from the License Agreement as modified by this Amendment, shall be determined under the Federal Tort Claims Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim.

E. Governing law: Any arbitration, mediation or similar dispute resolution provision in the License Agreement is hereby waived. The License Agreement and this Amendment shall be governed, interpreted and enforced in accordance with applicable federal laws of the United States of America without reference to conflict of laws and exclusive jurisdiction shall be in the appropriate U.S. federal courts. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law.

F. Changes to standard License Agreement: Language in the License Agreement reserving to Lookout the right to change the License Agreement without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the License Agreement. Lookout shall send this notice to the email address You designate at the time You sign up or order the Service, and You shall notify Lookout of any change in the notification email address during the life of the Amendment.

G. Access and use: Lookout acknowledges that the Agency's use of Lookout's Services may energize significant citizen engagement and otherwise become important to the Agency's mission. Language in the License Agreement allowing Lookout to terminate service or close the Agency's account at any time, for any reason, is deleted.

H. Provision on crawlers: Any provision in the License Agreement prohibiting "crawl," "spider" or similar processes is amended to allow the Agency to apply such tools solely to its pages and content, and solely to fulfill Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

I. Ownership of names: Any provision(s) in the License Agreement related to Lookout's ownership of and right to change Your selected user name(s), user ID(s), domain name(s), channel name(s), and group name(s), are modified to reasonably accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.

J. Modifications of Agency content: Any right Lookout reserves in the License Agreement to modify or adapt Agency content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. In the event Agency discovers that Agency content has been modified in a manner that alters the meaning of such content, Agency may contact Lookout and the Parties shall work together in good faith to resolve the matter. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et sec.), specifically including Section 105 of the Act.

K. Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the License Agreement in any way grants Lookout a waiver from, release of, or limitation of liability pertaining to, any direct past, current or future violation of federal law by Lookout.

L. No endorsement: Lookout agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You use Lookout's Services, shall not be used by Lookout in such a manner as to state or imply that Lookout's products or services are endorsed, sponsored or recommended by You or by any other element of the

U.S. Government, or are considered by You or the U.S. Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Lookout agrees not to display any Agency or government seals, trademarks, logos, service marks, and trade names on Lookout's homepage or elsewhere on the site unless permission to do so has been granted by the Agency or by other relevant federal government authority. Lookout may list the Agency's name in a publicly available customer list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name.

M. No business relationship created: The Parties are independent entities and nothing in the License Agreement as modified by this Amendment creates an agency, partnership, joint venture, or employer/employee relationship

N. No cost agreement: Nothing in the License Agreement as modified by this Amendment obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the

obligations arising from the License Agreement as modified by this Amendment are contingent upon the payment of fees by one party to the other.

O. Separate future action for fee based Services: Lookout provides Services at a basic level free of charge to the public, but this may change in the future. Agency acknowledges that while Lookout will provide Agency with some Services and features for free, Lookout reserves the right to begin charging for the Services and features at some point in the future. Lookout will provide Agency with at least 30 days advance notice of a change involving the charging of fees for a previously-free service. You also understand that Lookout currently offers other premium and enterprise Services for a fee. The parties understand that fee-based products and services are categorically different than free products and services, and are subject to federal procurement rules and processes. Before the Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Lookout or alternative providers may offer now or in the future, You agree: to determine the Agency has a need for those additional services for a fee; to consider the subscription's value in comparison with comparable services available elsewhere; to determine that Agency funds are available for payment; to properly use the Government Purchase Card if that Card is used as the payment method; to review any then-applicable TOS for conformance to federal procurement law; and in all other respects to follow applicable federal acquisition laws, regulations and agency guidelines (including those related to payments) when initiating that separate action.

P. Assignment: Neither party may assign its obligations under the License Agreement as modified by this Amendment to any third party without prior written consent of the other; however, Lookout or its subsidiaries may assign the License Agreement as modified by this Amendment to a subsidiary or parent or successor to its assets or business in accordance with FAR 42.12, provided that the successor assumes Lookout's obligations under the License Agreement as modified by this Amendment.

Q. Termination: Termination may be conducted in accordance with the GSA Schedule contract terms and conditions and applicable federal procurement laws.

R. Posting and availability of this Amendment: Any provision of the License Agreement requiring modifications of its terms to be posted on Lookout's site is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public at large. You may also post it for the benefit of other U.S. Government agencies interested in using the Service on http://www.howto.gov or similar federal informational web sites.

S. Security: Lookout will, in good faith, exercise due diligence using reasonable business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. Recognizing the changing nature of the Web, Lookout will continuously work with users to ensure that its site and Services meet users' requirements for the security of systems and data. Lookout agrees to discuss implementing additional security controls as deemed necessary by the Agency to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq., but is under no obligation to provide such additional security controls.

T. Federal Records: Agency acknowledges that use of Lookout's Services may require management of Federal records. Your data may meet the definition of Federal records as determined by the Agency. If Lookout holds Federal records, the Agency and Lookout must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Agency is responsible for ensuring that Lookout is compliant with applicable records management laws and regulations through the life and termination of its use of the Site and Services.

U. Intellectual property ownership: Except as expressly allowed in the License Agreement, no rights to the Lookout site or Services or any derivative works, inventions, or Lookout product or service modifications are conferred on Agency or any other party. All such rights belong solely to Lookout.

V. Precedence; Further Amendments: If there is any conflict between this Amendment and the License Agreement, or between this Amendment and other terms, rules or policies on the Lookout site, this Amendment shall prevail. This Amendment constitutes an amendment to the License Agreement; any language in the License Agreement indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to by both Parties in writing.

W. Additional Items for Discussion and Possible Inclusion in this Agreement: Lookout understands current federal law, regulation and policy may affect Agency's use of the Lookout's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by the Lookout (which may change from time to time), and how Agency intends to use those services (which also may change). Among the topics Agency may need to discuss with Lookout, and which may lead to the insertion of additional clauses in this Agreement, are Privacy and Accessibility.

AT&T MOBILE SELECT – INDIVIDUAL PLANS TERMS AND CONDITIONS

AT&T MOBILE SELECT – INDIVIDUAL PLANS: Prices are for service only. Devices: Sold separately. Data: For use in the United States (the "Domestic Coverage Area" or "DCA") only. Plans for phones and $20/mo. and higher plans for eligible data-only devices also include data usage in Mexico. Additional or promotional data may not be available for use outside the DCA. Tethering and Mobile Hotspot use for up to 5 simultaneous devices. Overage Charges and Data Speeds: No charge for overage. However, after all your high-speed data allotments are used, all data usage is slowed to a max of 128 Kbps for the rest of the bill cycle. During that period, you will have basic data use for viewing a web page or checking email. Audio and video streaming, apps and services, picture and video messaging, as well as other data usage, including usage of data that is sponsored, will be impacted and may not be fully functional. See att.com/broadbandinfo for more information about AT&T's network management practices. Video Streaming: Includes the Stream Saver feature which allows you to save data on content it recognizes as video by streaming higher definition video in Standard Definition quality (about 480p) on compatible devices (unless the video provider has opted out). AT&T will activate the feature for

you. Check your account online to see if the feature is active. Once active, you can turn it off or back on at any time online at wireless.att.com/business. Stream Saver will not recognize all video content. Ability to stream and video resolution may vary, and be affected by other factors. Restrictions apply. See att.com/streamsaver for more details. UNLIMITED TALK: For phones only. Includes unlimited calls within the DCA (plans for smartphones and feature phones also include calls within Mexico). Unlimited Talk to Canada and Mexico: For phones. Includes unlimited International Long Distance ("ILD") calling from DCA to Mexico and Canada only. You may be charged for calls to special or premium service numbers. Calls to Other Countries: Plans for phones also include ILD calling from the DCA (plans for smartphones and feature phones also include calling from Mexico) to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. ILD Rates subject to change without notice. For rates, see att.com/worldconnect. UNLIMITED TEXT: Standard Messaging – For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA (plans for smartphones and feature phones also include messaging within and from Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at is discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details. Advanced Messaging – For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated DCA (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at att.com/advancedmessaging. Mexico Service Restrictions: Plan usage not available in Mexico on Connected Devices. Pay-per-use roaming rates will apply for such devices and plans.

GENERAL WIRELESS SERVICE TERMS: Subject to GSA Contract Number 47QTCA19D00MV. Service is not for resale. Other Monthly Charges: Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to $1.50), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Allotment surcharge of $0.20 – $0.45 applied per CRU's assigned number), which are not government-required charges. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, check wireless.att.com/coverageviewer. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice. Service is intended for use primarily within the DCA.

AT&T Workforce Manager ("WORKFORCE MANAGER") End User License Agreement

AT&T Workforce Manager ("WORKFORCE MANAGER") End User License Agreement

AT&T Corp. and its Affiliates ("AT&T") licenses the AT&T WORKFORCE MANAGER, application (the "Application" or "App" or "Service") to You conditioned upon acceptance warranted contracting officer's acceptance of this End User License Agreement ("Agreement" or "License").

If at any time after reviewing or using the App You wish to terminate such use of this License, You must un-install and remove the App from Your Device, and delete any copy in Your possession. This License will automatically terminate if You are not, or are no longer, an AT&T subscriber subject to the terms of the General Agreement.

1. DEFINITIONS: (a) "AT&T," "Licensor," "We," "Our" and "Us" mean AT&T Corp. and its parents, subsidiaries, affiliates, pertinent suppliers, agents, employees, successors and assigns. (b) "AT&T WORKFORCE MANAGER" means the AT&T WORKFORCE MANAGER App, any website, software, documentation, content or services provided in connection with the App, and any updates to these items. (c) "You," "Your" and "Licensee" mean: , an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time). (d) "Agency" means an entity that is subject to the Enterprise Agreement.

2. THE APP: AT&T Workforce Manager tools include GPS tracking, wireless time entry, vehicle and asset location mapping, geo-fencing, work order dispatching, wireless forms, and barcode scanning. The Solution uses GPS and wireless technology and includes a Customer-specific portal. The Solution includes applications that work on smartphones and tablets carried by mobile workers in the field, a browser-based portal for viewing and interacting with those mobile workers, and specialized devices installed on vehicles and assets. The Solution has several different levels of service: Standard, Enhanced, and Premium, and it offers a number of different features, including AT&T Workforce Manager Voice Dispatch; AT&T Workforce Manager for Vehicles; and AT&T Workforce Manager for Mobile Assets. Customers that purchase the Standard, Enhanced or Premium service may also subscribe to the optional Intelligent Tracking Add-on service.

2.1 CONSENT TO DISCLOSE LOCATION INFORMATION: This App accesses and uses personally identifiable location information of Your users ("Location Information") in order to facilitate group calls, identify the user's location to other AT&T WORKFORCE MANAGER users and provide the location to an Agency's two-way radio and dispatch systems. This notice may serve as AT&T's sole notice to You that the Software may disclose Your Location Information to You, and You may not receive any reminders or further notice. If a User no longer wish(es) to allow a business or government Customer to have access to Location Information, the Software must be uninstalled and deleted from the Device. By using the App, You and Your users consent to and agree that AT&T and its pertinent suppliers may access subscribed Devices and otherwise obtain Location Information, and to record, compile and use such information in the provision and improvement of the services, features, and functionality available within the App.

2.2 CONSENT TO DISCLOSE PERSONAL INFORMATION: Use of this App may allow the subscribing Customer to access a Device and to view and manage software, transactions and information on the Device, including, without limitation, name, wireless telephone number, Location Information, personal wireless account status and applicable wireless network provider/carrier, device number, device make and manufacturer, and other operational device information such as battery level and signal strength. This Agreement constitutes consent to such disclosures. This notice may serve as AT&T's sole notice to You and Your users that the Software may disclose such personal information to the subscribing Customer. If You or Your users no longer wish to allow a business or government Customer to have access to the personal information as described above, the Software must be uninstalled and deleted from the Device. AT&T does not retain the Application Information longer than is reasonably necessary for such use. AT&T may use and distribute information regarding use of the Application both internally and to its pertinent suppliers to provide the Service, to improve

its product performance or to develop new products. Use of the App and the Service constitutes Your and Your users' consent to AT&T's limited use and distribution of the Application Information and the collection.

3. LICENSE GRANT AND USE RESTRICTIONS.

3.1 License Grant. Subject to the restrictions set forth in Section 3.2, AT&T grants You a personal, revocable, non-exclusive, non-transferable, limited right to install and use one copy of the App on a device owned and controlled by You ("Device"), and to access and use the App on such Device, strictly in accordance with the terms and conditions of this License, and all applicable local, national, and international laws and regulations.

3.2 Restrictions on Use. You and Your users shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App for any purpose; (b) modify, adapt, improve, or create any derivative work from the App; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the App; (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 App in a manner that derives revenue directly from such use, or use the App for any other purpose for which it is not designed or intended; (f) install, use or permit the App to exist on more than one Device at a time or on any other mobile device or computer; (g) distribute the App to multiple Devices; (h) make the App available over a network or other environment permitting access or use by multiple Devices or users at the same time; (i) use the App 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 App 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 App; (l) circumvent, disable or tamper with any security-related components or other protective measures applicable to the App 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 App.

You and Your users 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 App and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this License.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Rights to App. The App (including its source and object code), any copies thereof (whether or not present on a Device), and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of AT&T or its collaborators, licensors, or suppliers. The source and object code of the App are the proprietary and confidential information of AT&T and its collaborators, licensors and suppliers. The App is licensed, not sold, to You. Title to the App shall remain with AT&T and/or its collaborators, licensors and suppliers. Except as expressly stated in this License, You are not granted any intellectual property rights in or to the App by implication, estoppel or other legal theory, and all rights in and to the App not expressly granted in this License are hereby reserved and retained by AT&T. These obligations survive termination of this License.

4.2 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" and "AT&T WORKFORCE MANAGER" (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. These obligations survive termination of this License.

5. NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES. The App may permit access to products, services, websites, and content from vendors and other third parties ("Third Party Content and Services"), Your use of Third Party Content and Services may be subject to additional terms of use set by the third parties. YOUR AND YOUR USERS' 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 App. AT&T shall have no liability to You or Your users arising out of or in connection with Your and Your users' access to and use (or misuse) of the Third-Party Content and Services.

6. TERM AND TERMINATION. This License shall be effective until terminated. Upon the termination of this License, all use of the App shall cease and the App shall be uninstalled from all Devices. These obligations survive termination of this License.

If You would like to cancel Your License and terminate Your service, contact the Customer's AT&T Account Manager. Simply deleting the App from a Device will not terminate the License, and App charges will continue to accrue until the License is terminated. Any such termination of the License by You shall become effective upon AT&T's receipt of Your notice.

7. LIMITED WARRANTY. Licensor hereby warrants that, during the Warranty Period, the unmodified Software, when used in accordance with the associated documentation ("Documentation"), will materially conform to the technical specifications set forth in the Documentation applicable to such Software. The "Warranty Period" begins on the date Licensor makes the Software available for electronic download by You and ends upon termination of Your subscription to the Software. This limited warranty is void if Software failure has resulted from modification, accident, abuse, misuse or misapplication of the Software or other conduct or conditions outside the control of Licensor. Your sole remedy for any breach of this limited warranty shall be, at Licensor's sole discretion, either (i) return of the price paid by You for the defective Software or (ii) repair or replacement by Licensor of the defective Software. The warranty set forth in this Section will terminate upon any termination of the license granted hereunder.

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