



Federal Acquisition Service

***Authorized Information Technology
Schedule Pricelist***

GS-35F-0297K

Period Covered by Contract: April 1, 2000 THROUGH March 31, 2010

Pricelist current through Modification #PO-0041, dated October 6, 2008.





**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES

FPDS CODE D304 Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.

Paging Services

Cellular/PCS Voice Services



Contractor:

**AT&T Mobility LLC
5565 Glenridge Connector
Suite 1800
Atlanta, GA 30342
301-576-5443 phone
www.wireless.att.com**

Contract Number: **GS-35F-0297K**

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APRIL 1, 2000 THRU MARCH 31, 2010

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0041, dated October 6, 2008.

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**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.

The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 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**

**CT# (301) 576-5443
FAX (866) 913-0478
Email gsaschedule@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

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.

a.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.

a.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).

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

- 4a. CAGE Code: 3CLK6
- 4b. 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)
132-53	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.

- PROMPT PAYMENT: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- QUANTITY. None unless otherwise specified in the pricelist.
- DOLLAR VOLUME. None unless otherwise specified in the pricelist.
- GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers unless otherwise specified in the pricelist.
- 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 132-53 – 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.

- FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- 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 received 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 132-8.

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.



GSM 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.

1. Per eligible end user. An additional monthly \$1.75 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.

Part Number	Wireless Plan	GSA Catalog Price
National Pooled \$44.99	BLUE - GSM Business National Pooled Plan - 450 Anytime minutes - <i>(price is per month access rate)</i>	\$35.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>dom long distance included w/in HCA</i>	included
	<i>roaming (GSM Network) charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
National Pooled \$64.99	BLUE - GSM Business National Pooled Plan - 900 Anytime minutes; <i>(price is per month access rate)</i>	\$51.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>dom long distance included w/in HCA</i>	included
	<i>roaming (GSM Network) charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
National Pooled \$84.99	BLUE - GSM Business National Pooled Plan - 1350 Anytime minutes <i>(price is per month access rate)</i>	\$67.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>dom long distance included w/in HCA</i>	included
	<i>roaming (GSM Network) charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
National Pooled \$104.99	BLUE - GSM Business National Pooled Plan - 2000 Anytime minutes <i>(price is per month access rate)</i>	\$83.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>dom long distance included w/in HCA</i>	included
	<i>roaming (GSM Network) charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
National Pooled \$154.99	BLUE - GSM Business National Pooled Plan - 3000 Anytime minutes <i>(price is per month access rate)</i>	\$123.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>dom long distance included w/in HCA</i>	included
	<i>roaming (GSM Network) charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included

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 if 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

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***

Part Number	Wireless Plan	GSA Catalog Price
GOV Nation Pooled Plan 100	GOV Nation Pooled 100 Anytime & 5000 NW & UNL MTM; add'l min \$0.25 (price is per month)	\$24.00
GOV Nation Pooled Plan 200	GOV Nation Pooled 200 Anytime & 5000 NW & UNL MTM; add'l min \$0.25 (price is per month)	\$27.20
GOV Nation Pooled Plan 300	GOV Nation Pooled 300 Anytime & 5000 NW & UNL MTM; add'l min \$0.25 (price is per month)	\$31.20
GOV Nation Pooled Plan 400	GOV Nation Pooled 400 Anytime & 5000 NW & UNL MTM; add'l min \$0.25 (price is per month)	\$35.20
GOV Nation Pooled Plan 500	GOV Nation Pooled 500 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$39.20
GOV Nation Pooled Plan 600	GOV Nation Pooled 600 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$42.40
GOV Nation Pooled Plan 700	GOV Nation Pooled 700 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$45.60
GOV Nation Pooled Plan 800	GOV Nation Pooled 800 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$48.80
GOV Nation Pooled Plan 900	GOV Nation Pooled 900 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$52.00
GOV Nation Pooled Plan 1000	GOV Nation Pooled 1000 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$56.00
GOV Nation Pooled Plan 6000	GOV Nation Pooled 6000 Anytime & UNL NW & UNL MTM; add'l min \$0.25 (price is per month)	\$164.00

***The GOV Nation Pooled Plans Require Approval by AT&T prior to activation – please contact your AT&T sales representative for further information.**

***A maximum of 4 plans can be pooled.**

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 GSM NATIONAL PLAN**

Part Number	Wireless Plan	GSA Catalog Price
GOV GSM National Pooled Plan 100	GOV Nation 100 Anytime & UNL MTM & 5000 NW; add'l min \$0.45 (price is per month)	\$20.00
GOV GSM National Pooled Plan 200	GOV Nation 200 Anytime & UNL MTM & 5000 NW; add'l min \$0.45 (price is per month)	\$23.20
GOV GSM National Pooled Plan 300	GOV Nation 300 Anytime & UNL MTM & 5000 NW; add'l min \$0.45 (price is per month)	\$27.20
GOV GSM National Pooled Plan 400	GOV Nation 400 Anytime & UNL MTM & 5000 NW; add'l min \$0.45 (price is per month)	\$31.20
GOV GSM National Pooled Plan 500	GOV Nation 500 Anytime & UNL MTM & UNL NW; add'l min \$0.45 (price is per month)	\$35.20
GOV GSM National Pooled Plan 600	GOV Nation 600 Anytime & UNL MTM & UNL NW; add'l min \$0.40 (price is per month)	\$38.40
GOV GSM National Pooled Plan 700	GOV Nation 700 Anytime & UNL MTM & UNL NW; add'l min \$0.40 (price is per month)	\$41.60
GOV GSM National Pooled Plan 800	GOV Nation 800 Anytime & UNL MTM & UNL NW; add'l min \$0.40 (price is per month)	\$44.80
GOV GSM National Pooled Plan 900	GOV Nation 900 Anytime & UNL MTM & UNL NW; add'l min \$0.40 (price is per month)	\$48.00
GOV GSM National Pooled Plan 1000	GOV Nation 1000 Anytime & UNL MTM & UNL NW; add'l min \$0.35 (price is per month)	\$52.00
GOV GSM National Pooled Plan 6000	GOV Nation 6000 Anytime & UNL MTM & UNL NW; add'l min \$0.20 (price is per month)	\$160.00

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 if 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. Voicemail, 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 lockline 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.



BMG GSM BUSINESS REGION PLAN

BLUE GSM Business National and GSM Business Region Plans are LEGACY plans for Legacy BLUE billing customers today. No NEW GSM Business National and GSM Business Region Plan will be established.

Part Number	Wireless Plan	GSA Catalog Price
BMG GSM REGION \$39.99	BLUE - GSM Business Region Plan \$39.99 - 600 Plan minutes (price is per month access rate)	\$31.99
	<i>On Net Overage Rate per minute</i>	\$0.45
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM REGION \$59.99	BLUE - GSM Business Region Plan \$59.99 - 1300 Plan minutes (price is per month access rate)	\$47.99
	<i>On Net Overage Rate per minute</i>	\$0.35
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM REGION \$79.99	BLUE - GSM Business Region Plan \$79.99 - 1600 Plan minutes (price is per month access rate)	\$63.99
	<i>On Net Overage Rate per minute</i>	\$0.35
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included

Part Number	Wireless Plan	GSA Catalog Price
BMG GSM REGION Add-on \$39.99	BLUE - GSM Business Region Add-on Plan \$39.99 - 600 Plan minutes (price is per month access rate)	\$31.99
	<i>On Net Overage Rate per minute</i>	\$0.45
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM REGION Add-on \$59.99	BLUE - GSM Business Region Add-on Plan \$59.99 - 1300 Plan minutes (price is per month access rate)	\$47.99
	<i>On Net Overage Rate per minute</i>	\$0.35
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM REGION Add-on \$79.99	BLUE - GSM Business Region Add-on Plan \$79.99 - 1600 Plan minutes (price is per month access rate)	\$63.99
	<i>On Net Overage Rate per minute</i>	\$0.35
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	\$0.89
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included



BMG GSM BUSINESS NATION PLAN

BLUE GSM Business National and GSM Business Region Plans are LEGACY plans for Legacy BLUE billing customers today. No NEW GSM Business National and GSM Business Region Plan will be established.

Part Number	Wireless Plan	GSA Catalog Price
BMG GSM NATION \$39.99	BLUE - GSM Business Nation Plan \$39.99 - 450 Plan minutes (price is per month access rate)	\$31.99
	<i>On Net Overage Rate per minute</i>	\$0.45
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM NATION \$59.99	BLUE - GSM Business Nation Plan \$59.99 - 900 Plan minutes (price is per month access rate)	\$47.99
	<i>On Net Overage Rate per minute</i>	\$0.40
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM NATION \$79.99	BLUE - GSM Business Nation Plan \$79.99 - 1350 Plan minutes (price is per month access rate)	\$63.99
	<i>On Net Overage Rate per minute</i>	\$0.35
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM NATION \$99.99	BLUE - GSM Business Nation Plan \$99.99 - 2000 Plan minutes (price is per month access rate)	\$79.99
	<i>On Net Overage Rate per minute</i>	\$0.25
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM NATION \$149.99	BLUE - GSM Business Nation Plan \$149.99 - 4000 Plan minutes (price is per month access rate)	\$119.99
	<i>On Net Overage Rate per minute</i>	\$0.25
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMG GSM NATION \$199.99	BLUE - GSM Business Nation Plan \$199.99 - 6000 Plan minutes (price is per month access rate)	\$159.99
	<i>On Net Overage Rate per minute</i>	\$0.20
	<i>domestic long distance</i>	included
	<i>roaming charge per minute</i>	included
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included

FEATURES - BLUE

Part Number	Wireless Plan	GSA Catalog Price
GSM Govt. CSD Feature	Circuit Switched Data (Type 1 secure calling for use with Motorola Timeport P280 phone and General Dynamics Sectera clip-in encryption module) (price per month)	\$9.99
EDID	Enhanced Discounted International Dialing - our best international long distance dialing rates with dialing to over 220+ countries. (price per month)	\$3.99
Discounted International Roaming-MB	Discounted International Roaming. Customers (including Multi-band subscribers) receive discounted rates of \$.99/minute for voice calls while roaming in over 20 select European countries for a \$5.99 monthly fee. Customers can use their same compatible phone to roam with in GSM technology countries in Europe, Asia, Africa, Middle East, Australia, Latin America, etc. Requires a compatible phone with international frequencies	\$5.99

FEATURES - ORANGE

Part Number	Wireless Plan	GSA Catalog Price
PTTU	Push To Talk Feature - Unlimited Usage. Specific phones required. (price per month)	\$9.99
SOCC and Media Basics Bundle (MEBB)	Circuit Switched Data (Type 1 secure calling for use with Motorola Timeport P280 phone and General Dynamics Sectera clip-in encryption module) (price per month)	\$9.99
AT&T World Basics - ZILD (ZINA for North America Plan holders)	AT&T World Basics - Discounted International Long Distance Dialing - Dialing to 200+ countries at our best Discounted rates, using the same mobile number and phone that you use at work or home. No Int'l Roam capability. (price per month)	\$3.99
IRWT	AT&T World Basics plus Western Europe. In addition to receiving our discounted international long distance rates, you can also roam throughout Western Europe for only 99¢/minute. (price per month)	\$5.99



NATION GSM PLAN

Part Number	Wireless Plan	GSA Catalog Price
CN1NM0012	ORANGE - Nation GSM Plan \$39.99 - 450 Anytime rollover minutes; add'l min \$0.45; unlimited M2M; 5,000 N/W minutes (price is per month access rate)	\$31.99
	<i>Airtime Rate per additional minutes</i>	\$0.45
	<i>Mobile to Mobile minutes</i>	included
	<i>Nights and Weekends minutes</i>	5000
CN3N00012	ORANGE - Nation GSM Plan \$59.99 - 900 Anytime rollover minutes; add'l min \$0.40; unlimited M2M and N/W minutes (price is per month access rate)	\$47.99
	<i>Airtime Rate per additional minutes</i>	\$0.40
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
CN5NM0012	ORANGE - Nation GSM Plan \$79.99 - 1350 Anytime rollover minutes; add'l min \$0.35; unlimited M2M and N/W minutes (price is per month access rate)	\$63.99
	<i>Airtime Rate per additional minutes</i>	\$0.35
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
CN6NM0012	ORANGE - Nation GSM Plan \$99.99 - 2000 Anytime rollover minutes; add'l min \$0.25; unlimited M2M and N/W minutes (price is per month access rate)	\$79.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
CN7NM0012	ORANGE - Nation GSM Plan \$149.99 - 4000 Anytime rollover minutes; add'l min \$0.25; unlimited M2M and N/W minutes (price is per month access rate)	\$119.99
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
CN8NM0012	ORANGE - Nation GSM Plan \$199.99 - 6000 Anytime rollover minutes; add'l min \$0.20; unlimited M2M and N/W minutes (price is per month access rate)	\$159.99
	<i>Airtime Rate per additional minutes</i>	\$0.20
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included

SHARED BUSINESS SOLUTIONS – BMG POOLED NATION

Part Number	Wireless Plan	GSA Catalog Price
BMBPNTN30KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 30,000 ANYTIME MINUTES - Up to 60 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$1,840.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN40KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 40,000 ANYTIME MINUTES - Up to 80 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$2,440.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN50KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 50,000 ANYTIME MINUTES - Up to 100 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$3,040.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN62.5KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 62,500 ANYTIME MINUTES - Up to 125 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$3,760.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN75KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 75,000 ANYTIME MINUTES - Up to 150 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$4,480.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN100KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 100,000 ANYTIME MINUTES - Up to 200 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$6,000.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included



Part Number	Wireless Plan	GSA Catalog Price
BMBPNTN125KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 125,000 ANYTIME MINUTES - Up to 250 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$7,360.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTN150KUMUNW	ORANGE - Shared Business Solutions - BMG POOLED NATION 150,000 ANYTIME MINUTES - Up to 300 Shared Users (includes unlimited Mobile to Mobile & Nights/Weekends) (NOTE: All users for a given shared business solutions plan must be in same AT&T market) add'l min \$0.25 (price is per month access rate)	\$8,880.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included
BMBPNTNSECONDARY	ORANGE - Shared Business Solutions - BMG POOLED \$10.00 ADDITIONAL LINE NATION GSM 30000 ANYTIME MINUTES UNLIMITED MOBILE TO MOBILE MINUTES UNLIMITED NIGHT AND WEEKEND MINUTES (0,12 MONTHS) (price is per month access rate)	\$8.00
	<i>Airtime Rate per additional minutes</i>	\$0.25
	<i>Nights and Weekends and Mobile to Mobile minutes</i>	included

ADD-ON SERVICES – TELENAV GPS NAVIGATOR AND TELENAV TRACK

SIN	Part Number	Description	GSA Catalog Price
132-53	TeleNav GPS-10	TeleNav GPS Navigator: 10 routes BizFinder & FuelFinder [Customer must subscribe to Unlimited if 10 routes are exceeded in a month. Free for the first 30 days.] (price is per month access rate)	\$4.79
132-53	TeleNav GPS-UNL	TeleNav GPS Navigator: 10 routes BizFinder & FuelFinder [Unlimited routes per month. Free for the first 30 days.] (price is per month access rate)	\$7.99
132-53	TeleNav Track-750KB	TeleNav Track: 24/7/365 Phone support, Live Web Training, Location Tracking, Customizable Maps on website, View Landmarks, Timecard Tracking, Store & Forward, Schedule Alerts, Mileage Tracking, Geofencing, Exceptions Alerts, Find Closest location. (Pulls from existing data plan - average usage is @ 750KB per month.) price per month	\$10.39
132-53	TeleNav Track-1.2MB	TeleNav Track: 24/7/365 Phone support, Live Web Training, Location Tracking, Customizable Maps on website, View Landmarks, Timecard Tracking, Store & Forward, Schedule Alerts, Mileage Tracking, Geofencing, Exceptions Alerts, Find Closest location. PLUS: Ping Handset, Track from Handset, Two-Way Messaging, Job Dispath & Scheduling, Wireless Forms on Handset, Barcode Scanning, and Dynamic Navigation. (Pulls from existing data plan - average usage is @ 1.2MB per month.) price per month	\$17.59
132-53	TeleNav Track-Set-up	TeleNav Track - One Time set-up fee per device	\$15.99

- Requires a one-time set-up fee (TNF1) per device
- A data plan is required to support TeleNav Track.
- Application pulls from customers existing data plan. The average monthly data use estimates are @ 750KB PMPD* for Plus and 1.2MB MPPD* for Premium.
- TeleNav Track Premium includes TeleNav GPS Navigator. (This is the same as the Stand Alone Unlimited version of TeleNav GPS Navigator).

ADD-ON SERVICES – CELL MANAGE

SIN	Part Number	Description	GSA Catalog Price
132-53	Cell Manage	Cell manage provides billing and management information to the customers who requires a level of detail beyond what AT&T provides (price is per month)	\$3.04

ADD-ON SERVICES – VIDEO SHARE

SIN	Part Number	Description	GSA Catalog Price
132-53	Video Share-25	Video Share - Streaming one-way video during mobile calls - 25 Video share Minutes per month [additional usage per minute \$0.30] (price is per month access rate)	\$3.99
132-53	Video Share-60	Video Share - Streaming one-way video during mobile calls - 60 Video share Minutes per month [additional usage per minute \$0.25] (price is per month access rate)	\$7.99

To use Video Share from AT&T, both the sender and receiver must have:

- Video Share-enabled mobile devices
- Video Share service enabled on their wireless phones
- AT&T 3G BroadbandConnect coverage

Video Share is not available in all areas. Video Share requires the sender and receiver have compatible phones, the Video Share feature and be in a 3G coverage area to share video. Both sender and receiver will be charged for any airtime usage and call minutes. Only the sender will be charged for Video Share minutes. Additional charges apply for usage outside the U.S. AT&T is not responsible for content of any live video.

ADD-ON SERVICES – ENTERPRISE PAGING

SIN	Part Number	Description	GSA Catalog Price
132-53	Enterprise Paging	Enterprise Paging Feature - Add-on to any base voice or data plan (price is per month access rate)	\$7.99

- Provides unlimited access to the Enterprise Paging service
- All messages sent and received through the Enterprise Paging service are included in the feature charge
- All other messages charged at standard Text Messaging rates
- May be combined with consumer text messaging plans

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.

DATA CONNECT PLANS FOR GOVERNMENT

Part Number	Wireless Plan	GSA Catalog Price
Data Connect 5MB \$19.99	Data Connect 5MB	\$15.99
Data Connect 10MB \$29.99	Data Connect 10MB	\$23.99
Data Connect 20MB \$39.99	Data Connect 20MB	\$31.99
Data Connect 50MB \$49.99	Data Connect 50MB	\$39.99

*Coverage not available in all areas. Network covers over 268 million people.

**On the EDGE network with an EDGE-compatible device. EDGE devices operate at GPRS speeds on GPRS networks.

***Antigua, Barbados, Bermuda, Cayman Islands, Dominica, Grenada, St. Lucia, and St. Vincent.

†Certain usage restrictions apply.

††A Data Connect plan priced at \$29.99 or above is required. You must also sign up for and maintain an optional eligible wireless voice plan priced at \$19.99 or above to receive the discounted rate. Unless you decline or select an alternative, eligible wireless voice plan, your device will automatically be activated on the \$0 Voice Access plan, which has no recurring monthly service charge and local calls from your Local Service Area priced at \$0.40 per minute. See applicable printed, electronic and/or online materials for complete pricing and terms and conditions.

*Plans only available for devices that are compatible with and activated on select AT&T legacy systems. A one-year contract term applies, unless a month-to month or two-year term is otherwise agreed upon (subject to eligibility requirements) or otherwise provided in applicable government agreement. Additional restrictions apply. See Explanation of Rates and Charges for details.

1,024 kilobytes (KB) = 1 megabyte (MB)

1. An eligible wireless voice plan with a monthly service charge of \$19.99 or more is required.
2. Certain usage restrictions apply. See Explanation of Rates and Charges for details. Annual plan at \$839 per year available. Only Data Connect plan available for UMTS wireless broadband service. UMTS is available in the greater metro areas of Dallas, Detroit, Phoenix, San Diego, the San Francisco Bay area, and Seattle. For more information about UMTS, see AT&T.com/umtsgov.
3. Available to agencies with a valid, eligible government agreement and that otherwise meet and maintain the eligibility criteria set forth in this brochure.
4. May be used with PDAs only. Certain usage restrictions apply. See Explanation of Rates and Charges for details. Annual plan at \$539 per year available.
5. Unlimited usage applies to BlackBerry email, Internet browsing, and qualified applications that use the BlackBerry Mobile Data Service. Other, non-qualified data usage is charged at \$0.005 per KB. Annual plan at \$599 per year available.

6. BlackBerry International Roaming Feature requires a valid subscription to a BlackBerry Access \$49.99 plan (monthly or annual). Feature available annually at \$239 per year. Other, nonqualified usage is charged at \$0.015 per KB outside the U.S. and Canada.

To sign up, or for more information, contact your AT&T sales representative, call 1 866 429-7222 or visit AT&T.com/business/government.

EXPLANATION OF RATES AND CHARGES

Available to current W-2 employees of eligible government customers that are on a Government Agreement covering select AT&T legacy billing systems. Activation subject to credit approval; deposit may be required. Eligible agreement covering select AT&T legacy billing systems, compatible device and qualified activation on a Data Connect plan or BlackBerry® Access plan are required per line. Compatible device will only accept a SIM card provided by us for activation on select AT&T legacy systems and cannot be activated with any other carrier.

Other Fees: Reconnection – \$25 per line. Other charges, surcharges, assessments to defray costs for government programs, universal connectivity charge, and federal, state and local taxes apply. An additional monthly \$1.75 Regulatory Programs Fee will be added to your bill for each line of service to help fund our 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.

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. Not all features, service options or offers are available on all devices, on all rate plans, for all code/software versions or for purchase or use in all areas. Features available when on our GSM™/GPRS/EDGE network may not be available when roaming on other GSM/GPRS/EDGE networks. Coverage availability may vary between EDGE and GPRS. Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required. If your government agency application requires a frame relay connection to our GSM™/GPRS/EDGE network, your government agency may select an eligible Wireless Connectivity Option. See applicable materials for rates and details.

If you use data service to access data features on your compatible device, such access is subject to the applicable data feature terms and conditions. If your wireless data device supports voice service, you will automatically receive voice service under the \$0 Voice Access plan, a per-minute rate plan that has no monthly service charge, unless you decline or select an alternative, eligible voice service plan.

Certain devices and/or rate plans may require a qualified voice plan. The default \$0 Voice Access plan does not satisfy any Data Connect plan's eligible voice requirements. If you sign up for an alternative, eligible voice service on your compatible device, there are no associated activation or early cancellation fees and you will be subject to the terms and conditions associated with such service. If you use your voice service for text messaging on your compatible device, such usage is subject to the rates and terms and conditions of your applicable text messaging plan. Standard voice charges apply when using data features/applications that generate a voice call. See applicable materials for complete pricing and terms and conditions.

If you are on a Data Connect plan or Pooled Data Connect plan that requires subscription to a voice plan and your associated voice plan is canceled for any reason, you will automatically lose your eligibility for such Data Connect plan and your associated service will be canceled, unless at such time you sign up for an alternate Data Connect plan for which you then qualify.

Synchronization only available with certain programs. Unused included megabytes cannot be carried over to any subsequent month. Due to delayed reporting between carriers, usage may be billed in a subsequent month and this usage will be charged as if used in the month billed. You will be charged for all data usage sent through our network, including any advertisements which appear on your device, regardless of whether your device actually receives the information. Compression may impact the total amount billed to your account. Our network may resend data packets to ensure complete delivery; you will be billed for these resent packets. All data usage will be compiled as often as once per hour or only once every 24 hours. Our system will then create individual billing records representing (a) the data usage for each data gateway accessed (e.g., WAP, RIM) while on our network,

(b) the combined usage for other carriers' domestic networks, and (c) the data usage for international networks. Each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. In some situations, billing for data usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Not all types of data usage will be reflected in the Account Activity feature. 1,024 kilobytes equal one megabyte.

Our domestic data network includes U.S. areas that we own and operate and U.S. areas owned and/or operated by other carriers. It also includes select Caribbean markets. Refer to the EDGE/GPRS data coverage map at AT&T.com/business/datacoverage for coverage areas. Included data megabytes and additional kilobytes may be used anywhere on our domestic data network. Roaming rates apply when downloading or sending data outside of our domestic data network. Additional surcharges may apply to roaming in some areas.

For international voice and/or data service outside of the U.S. and Canada, a compatible, international-capable device is required and an eligible international roaming feature must first be added to your account. Eligibility restrictions apply. See applicable materials for details. Special credit and billing requirements apply. When using your device in another country, the billing may be delayed up to three billing cycles due to reporting between carriers. When traveling internationally, service is only available in select countries. Available countries are subject to change. Refer to AT&T.com/internationalcoverage for definition of the international GPRS coverage areas. International networks use different frequencies and not all devices contain all frequencies. Be sure to check the frequency of both the device and the international network for countries where you travel. Availability of wireless features varies by country. International data service is intended to support U.S.-based eligible end users while traveling internationally and cannot be used to support internationally deployed end users.

The end user's principal residence must be within an eligible service area. For government customers that have financial responsibility for an end user, the end user's principal residence or principal business address must be within an eligible service area. (Please ask your Sales Representative for address verification.) If a majority of data usage in any three-month period is used off the domestic data network owned and operated by us, we reserve the right, at our option, to terminate your data service or move you to another data plan for which you otherwise qualify.

Network speed is no indication of the speed at which your device sends or receives data. Actual speeds depend on distance from the cell site, network availability and traffic, device, device configuration, compression applications, tasks, file size and other factors. EDGE devices work on GPRS network at GPRS speeds. GPRS devices work on EDGE network at GPRS speeds.

All IP addresses will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for an additional cost. See applicable materials for rates and details. Our systems will assign you a unique end user ID and, if applicable, a phone number.

Third parties will have access to your end user ID, ZIP code and device model when you browse their Web sites. Any information you involuntarily or voluntarily provide third parties is governed by their policies.

We do not guarantee security. If you use your device to access your government agency email or information, it is your responsibility to ensure your use complies with your agency's internal IT and security procedures.

We reserve the right to deny or terminate service, without notice, to any person who uses our network and/or service in any manner that adversely impacts our network or service levels. We reserve the right to deny or terminate service without notice for any misuse, including without limitation, periods of excessive usage that we, in our sole discretion, determine is the result of prohibited use(s).

Eligibility requirements, pricing, features and service areas are subject to change without notice. Products, services and/or prices may vary outside of the 50 United States. Service is subject to the applicable coverage map, materials and Service Agreement available with your device.



If you have any questions, please call toll-free to our Customer Care department: 1 866 293-4634. We have a commitment to privacy and encourage you to learn about our practices by reading our Privacy Policy at AT&T.com/privacy.

AT&T DATA CONNECT UNLIMITED PLANS—ADDITIONAL IMPORTANT INFORMATION

Part Number	Wireless Plan	GSA Catalog Price
Data Connect Govt Unlimited \$69.99	Data Connect Unlimited	\$55.99

The Data Connect \$69.99 and PDA Connect 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.

AT&T PDA CONNECT PLAN

Part Number	Wireless Plan	GSA Catalog Price
PDA Connect Unlimited \$44.99	PDA Connect Unlimited	\$36.00

May only be used with the palmOne Tungsten W, palmOne Treo, Siemens SX56/66, Motorola MPx200/220, Audiovox 4100 or similar AT&T-certified devices provided that the device is not being used as a modem with other equipment (e.g., computers or ruggedized handhelds) through use of connection kits, other phone/PDA-to-computer accessories, Bluetooth® or other wireless technology.

AT&T SMARTPHONE DATA CONNECT

Part Number	Wireless Plan	GSA Catalog Price
MediaNet \$4.99 (MN09)	SmartPhone Data Connect 1 MB	\$4.00
MediaNet \$9.99 (MN10)	SmartPhone Data Connect 5 MB	\$8.00
MediaNet \$14.99 (MN14)	SmartPhone Data Connect 10 MB	\$12.00
MediaNet Unlimited \$19.99 (MNUN)	SmartPhone Data Connect Unlimited	\$16.00

AT&T POOLED DATA CONNECT PLANS—ADDITIONAL IMPORTANT INFORMATION

Part Number	Wireless Plan	GSA Catalog Price
Pooled Data Connect 5MB \$19.99	Pooled Data Connect 5MB	\$18.39
Pooled Data Connect 10MB \$29.99	Pooled Data Connect 10MB	\$26.39
Pooled Data Connect 20MB \$39.99	Pooled Data Connect 20MB	\$35.19
Pooled Data Connect 50MB \$49.99	Pooled Data Connect 50MB	\$43.99

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.



AT&T TELEMETRY CONNECT PLANS—ADDITIONAL IMPORTANT INFORMATION

Part Number	Wireless Plan	GSA Catalog Price
Telemetry Connect 500KB \$8.99	Telemetry Connect .5MB (no voice discount)	\$7.19
Telemetry Connect 1MB \$11.99	Telemetry Connect 1MB (no voice discount)	\$9.59
Telemetry Connect 2MB \$13.99	Telemetry Connect 2 MB (no voice discount)	\$11.19

Eligible customers must take corporate responsibility for all end users (“Corporate Responsibility Users” or “CRUs”) and have consolidated billing/corporate invoicing for eligible CRUs. Individual responsibility end users (a.k.a. “Sponsorship Employees”) may not activate lines on the \$8.99 500 KB, \$11.99 1 MB or \$13.99 2 MB Telemetry Connect Plans. To pool together, all eligible CRUs must be on the same corporate billing account and subscribe to the same plan. You cannot pool CRUs who are under different billing accounts within your FAN. Within each corporate billing account, all of the megabytes included in the 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 be charged for their out-of-bucket data use in that billing cycle in accordance with the 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. Subscribers to other AT&T Data Connect rate plans may be included on the same corporate billing account as plan subscribers. None of the pooling benefits will apply to non-pooling subscribers. 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. AT&T will not provide Customer Care support on an individual subscriber basis, including without limitation 611 calls from the device into the AT&T Customer Care support center. For Customer Care support, you must go through one designated contact, such as your telecom manager or system administrator, for all your CRUs under the plan.

No voice service will be provided under the plan. Your SIM card is a data-only SIM card. Even if your device supports voice service, you will not be able to activate voice service on your device with this SIM card.

AT&T BLACKBERRY ACCESS PLANS—ADDITIONAL IMPORTANT INFORMATION

Part Number	Wireless Plan	GSA Catalog Price
BlackBerry \$39.99	BlackBerry Access 4MB	\$32.00
BlackBerry \$49.99	BlackBerry Access Unlimited	\$40.00
BlackBerry International Unlimited Add On to Voice \$64.99 (IUBR)	BlackBerry International Roaming Unlimited (with BlackBerry Access Unlimited) Add On to Voice	\$52.00
BlackBerry International Unlimited Standalone \$69.99 (IUXM)	BlackBerry International Roaming Unlimited (with BlackBerry Access Unlimited) Standalone	\$56.00

We have not certified the handheld for installation of third-party software not provided by AT&T. Although you can forward any email attachments, you can only view attachments in select formats on your handheld. You cannot edit attachments on your handheld. Maximum email size delivered is 32 kilobytes excluding attachments. Voice service is required for text messaging (SMS). Email will queue while using wireless voice service.

In addition to per-kilobyte international data roaming rates, a BlackBerry International Roaming Feature with unlimited qualified data usage is also available. The BlackBerry International Roaming Feature may only be used in conjunction with the BlackBerry Access \$49.99 plan and requires a minimum one-year agreement or renewal of service with a one-year agreement and a BlackBerry Access \$49.99 plan. Except as modified by any renewal of service, the terms and conditions of your service agreement remain intact. Renewal of service begins on the day you activate the BlackBerry International Roaming Feature. The BlackBerry International Roaming Feature must be added to your account prior to incurring applicable international data roaming usage for that rate to apply.

The BlackBerry Access \$49.99 plan's and the BlackBerry International Roaming Feature's unlimited data usage applies only to BlackBerry email, Internet browsing and applications that use the BlackBerry Mobile Data Service while using your BlackBerry handheld. Unlimited access does not apply to any other data usage and non-qualified data usage charges apply. Other, non-qualified data usage under the BlackBerry Access \$49.99 plan and/or with the BlackBerry International Roaming Feature includes without limitation (1) using your SIM in any other device, (2) using your BlackBerry handheld as a modem with other equipment (e.g., computers or ruggedized handhelds) through use of connection kits, other phone/PDA-to-computer accessories, Bluetooth or other wireless technology, (3) data access through any software application that is not provided by AT&T Mobility or Research in Motion ("RIM®") and/or (4) any browser or Java application not accessing data through the BlackBerry Mobile Data Service gateway. These unlimited 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. Data sessions cannot be used as a substitute for private lines or frame relay connections.

Your service includes software and related services provided by RIM and is also subject to RIM's terms and conditions. Such terms and conditions may be found on the BlackBerry Desktop Software CD and/or related documentation. By using the service, you agree to abide by the terms and conditions of any applicable software license. Failure to comply with such terms and conditions may result in termination of service. Furthermore, your use of the service and the handheld is subject to all documentation included with the handheld.

BlackBerry Access plans for BlackBerry Internet Solution: In certain configurations, your business PC must maintain a network connection to receive government agency email. Triple DES encryption is not available with the BlackBerry Internet Solution.



BlackBerry Access plans for BlackBerry Enterprise Solution: A Client Access License associated with a government customer implemented eligible BlackBerry Enterprise Server™ is required. In the event that you cease to be an employee of your government agency or your agency ceases to support your Client Access License, you may continue to receive service by choosing the AT&T individual BlackBerry Internet Solution. However, not all BlackBerry Enterprise Solution features will be available.

The annual payment option is only available for government customers' CRUs who are on the Data Connect \$69.99 plan, PDA Connect plan or BlackBerry Access \$49.99 plan. Such customers' IRUs may not use the annual payment option. You will be billed for pre-payment of annual charges in your first billing cycle. The \$5 monthly discount for adding a qualified voice plan does not apply. Only select, qualified voice plans can be added and may be subject to additional restrictions. The \$0 Voice Access plan is not provisioned by default, but can be provisioned upon request. Canada roaming is automatically provisioned and any Canada usage will be billed on a monthly basis. Other voice plans, international roaming or additional monthly services cannot be activated unless you enable this ability. You will receive a monthly billing statement showing usage details and any monthly charges. If you use or add a service that has a monthly service charge, you must pay such charges monthly. Plans with the annual payment option will automatically renew for an additional one-year period unless you or we provide notice of non-renewal to the other prior to the expiration of your current annual pre-paid period. The annual charges for the renewal period will be billed in the first billing cycle following such expiration. In the event a plan with the annual payment option is canceled prior to the expiration of the pre-paid period, we will issue a pro rata refund of the unused portion of annual pre-paid charges. Eligibility requirements, pricing, features and service areas are subject to change without notice, however your annual plan pricing will not change during your pre-paid period.



GOODLINK DATA PLANS

*Requires Treo 650 firmware v.1.08 or higher

Part Number	Wireless Plan	GSA Catalog Price
GoodLink Connect Basic Access 4MB \$39.99	Goodlink Data Rate Plan 4MB \$39.99	\$32.00
GoodLink Connect Premium Access Unlimited \$49.99	Goodlink Date Rate Plan Unlimited \$49.99	\$40.00
Goodlink \$34.99	Goodlink Data Add-on Rate Plan 4MB \$34.99	\$28.00
Goodlink \$44.99	Goodlink Data Add-On Rate Plan Unlimited \$44.99	\$36.00

IMPORTANT INFORMATION

GoodLink on AT&T service requires an eligible AT&T business agreement or service agreement, eligible GoodLink Server & Support Starter Pak and, with respect to each end user, GoodLink Client Access License qualified activation of an eligible GoodLink data plan on a compatible device. Terms of service will vary based on selected devices and service plans. Roaming outside of the U.S. and Canada requires qualified international roaming plan. Additional credit and eligibility restrictions apply. Service subject to the applicable service agreement, the corresponding rate plan brochure and coverage maps, and related printed materials. GoodLink Server & Support Starter Pak and GoodLink Client Access Licenses ordered through AT&T will be provided by Good and be billed by AT&T on the associated wireless service invoice. Such billing is subject to AT&T's Alliance Billing Service User Agreement. AT&T does not supply, install or support GoodLink products or applications except for limited Tier 1 technical support. Software and related services provided by Good subject to applicable Good terms and conditions. Good is solely responsible for all statements made about, and technical support for, its products and services. May require purchase of, and be subject to the terms and conditions of, additional software, associated services or features, hardware and/or network connections. Not available for purchase or use in all areas. Coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Although AT&T service utilizes certain security features, AT&T does not guarantee security. When outside coverage area, access will be limited to information and applications previously downloaded to, or resident on, your device. Additional restrictions apply. Please contact your AT&T representative for further details or call 866-429-7222 for information.



WIRELESS PRIORITY SERVICES

Prompt access to your wireless network is critical in emergency situations.

Part Number	Wireless Plan	GSA Catalog Price
Wireless Priority Service \$4.50	BLUE - Wireless Priority Service—Monthly Feature Cost (price per month)	\$4.50
	<i>Activation Fee</i>	\$10.00
	<i>Premium airtime per minute</i>	\$0.75
WPAS PRIORITY ACCESS SERVICES \$4.50	ORANGE - Wireless Priority Service—Monthly Feature Cost (price per month)	\$4.50
	<i>Activation Fee</i>	\$10.00
	<i>Premium airtime per minute</i>	\$0.75

**Additional charges, as set forth in your AT&T Mobility plan, may apply.

†To find out where Wireless Priority Service is available, contact your account representative.

Sometimes, in large-scale emergencies, circuits can become overloaded and wireless networks can become jammed— delaying calls and crucial emergency response.

Make Your Calls a Priority

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. Wireless Priority Service is currently available in limited markets† . The result of the ability to contact key decision makers in times of emergencies is improved response time and better reactions.

Be Prepared for Unpredictable Situations

No one can predict when a crisis will arise. That's why it's even more important that your emergency personnel have access to Wireless Priority Service. Improve access to your wireless network while improving your workers' abilities to respond to emergencies quickly and efficiently to help ensure public and national security.

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)

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.

AT&T Mobility National Pooled Minutes

AT&T Mobility National Pooled Minutes enhances the great features and benefits you enjoy with AT&T Mobility Corporate Digital Advantage. Now anyone on your AT&T Mobility National Pooled Minutes Calling Plan within the same Foundation Account Number can share unused minutes with anyone else on your plan – company-wide. It’s a straightforward wireless solution that gives you the strength and flexibility to optimize your business communications – with unprecedented savings. AT&T Mobility National Pooled Minutes increases efficiency by allowing employees to share unused minutes every month. Only after all of your AT&T Mobility National Pooled Minutes subscribers’ minutes are used up do you see any additional per-minute charges. AT&T Mobility National Pooled Minutes is available to Tier II and Tier III agencies.

AT&T National Pooled Minutes Rate Plans						
Monthly Access	39.99	49.99	74.99	99.99	149.99	199.99
Included anytime minutes	300	500	850	1200	1900	2900
Effective Rate per minute	.117	.10	.088	.083	.079	.069
Out of Bucket Rate per minute	.30	.30	.30	.30	.30	.30
National Roaming Rates (See specific coverage maps for roaming area detail) (per minute)	\$0.69	\$.69	\$.69	\$.69	\$.69	\$.69
Mobile to Mobile Minutes Included	250	500	500	1000	1000	1000
Home Long Distance Rate (per minute)	Domestic LD is included					
Activation/Installation Fee	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
Reconnection Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Home Area Directory Asst.	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25



AT&T Mobility Group Calling Plan

The AT&T Group Calling Plans provide Group Calling Subscribers with a choice of four rate plans that utilize a feature to deliver unlimited calling among the Group Calling Subscribers on a single account so long as the users are within their Group Calling Area. In addition, a Group Calling Account's users will have unlimited airtime for outbound calling to a Group Numbers Table (list of five numbers) associated with the account so long as the users are placing their calls from within their Group Calling Area (applicable toll will be charged). Group Calling will also utilize Private System ID (PSID) functionality within our switches to provide visual indication to customers so that they can determine whether they are in the Group Calling Area or not.

The AT&T Group Calling Plans position wireless services from AT&T as the service that provides business users with simple, affordable wireless access to everyone in their workgroup, regardless of whether the people they are calling have wireless phones or landline phones. The plans allow organizations to control and budget their wireless expenditures by knowing that mobile calls within the Group Calling Account or to the Group Numbers Table are included in the rate plans.

AT&T Mobility Group Calling				
Monthly Fee	\$49.99	\$74.99	\$99.99	\$149.99
IIP Minutes	500	850	1200	1850
OOB Rate	\$0.40	\$0.35	\$0.30	\$0.30
Long Distance Rate	Included from LSA; \$0.20/min outside LSA			
Unlimited Calling Ability?	Unlimited to Group Account Subscribers			
Group Number Table (5 lines)	Unlimited	Unlimited	Unlimited	Unlimited
N&W Bolt On (fee based)	\$4.99 / 250 \$9.99 / 500 \$19.99/Unlimited			
National Roaming Rate	\$0.69	\$0.69	\$0.69	\$0.69
Regional Roaming Rate	N/A	N/A	N/A	N/A
Directory Assistance	\$1.25	\$1.25	\$1.25	\$1.25
Start of Srvc Fee	\$36	\$36	\$36	\$36
Reconnection Fee	\$25	\$25	\$25	\$25
Regulatory Prog Fee? (\$1.75/mo)*	Yes	Yes	Yes	Yes
Call Fwding Rate	OOB rate	OOB rate	OOB rate	OOB rate



AT&T/Edge Wireless National Rate Plans X01 through x05

The AT&T/Edge Wireless National plans offer the Agency/Department's customers the best of both local and national rates. All calls made while on the Edge Wireless or the extensive national AT&T Mobility network are billed like local minutes. Anytime you see Edge Wireless or AT&T on the screen of your phone, every call is a local call across the contiguous United States and Hawaii. No long distance charges. No roaming charges. No restrictions on when/where you call.

AT&T/Edge Wireless Plan Description	National Edge 250 Rate Plan X01	National Edge 450 Rate Plan X02	National Edge 650 Rate Plan X03	National Edge 900 Rate Plan X04	National Edge 1500 Rate Plan X05
Monthly Access Fee	\$49.99	\$59.99	\$79.99	\$99.99	\$149.99
Included Minutes	250	450	650	900	1500
Additional Minutes	\$.35	\$.35	\$.25	\$.25	\$.25
Long Distance	Included	Included	Included	Included	Included
Roaming Local Calls	Included	Included	Included	Included	Include
Roaming Toll Calls	No LD US Int'l pass thru				
Activation Fee	\$25	\$25	\$25	\$25	\$25
Conference Calling	Included	Included	Included	Included	Included
Call Forwarding to non-Edge phone	Included	Included	Included	Included	Included
Voice Mail	Enhanced Included	Enhanced Included	Enhanced Included	Enhanced Included	Enhanced Included
Home Area Directory Assistance	\$.75	\$.75	\$.75	\$.75	\$.75



AT&T/Edge Wireless Western Regional Rate Plans X06 through X10

AT&T/Edge Wireless Western Regional Plans offer a new way of addressing your Agency/Department's wireless communication needs. These plans are targeted toward customers whose usage pattern typically involves communicating primarily from their home area with moderate to frequent long distance usage. Airtime minutes include no roaming or domestic long distance usage when in the Edge Wireless service area or the seven Western States of Idaho, Wyoming, Oregon, Washington, Nevada, Utah, or California. International calls are not included. All of the AT&T/Edge Wireless calling plans support the Agency/Department and end-users' need for flexibility to move between the various plans, as needs change.

AT&T/Edge Wireless Plan Description	Edge Local 100 Rate Plan X06	Edge Local 400 Rate Plan X07	Edge Local 750 Rate Plan X08	Edge Local 1300 Rate Plan X09	Edge Local 2000 Rate Plan X10
Monthly Access Fee	\$24.99	\$39.99	\$69.99	\$99.99	\$139.99
Included Minutes	100	400	750	1300	2000
Additional Minutes	\$.25	\$.25	\$.20	\$.15	\$.15
Long Distance	\$.17	\$.17	\$.17	\$.17	\$.17
Roaming Local Calls	\$.35	\$.35	\$.35	\$.35	\$.35
Roaming Toll Calls	\$.60	\$.60	\$.60	\$.60	\$.60
Activation Fee	\$25	\$25	\$25	\$25	\$25
Conference Calling	\$2	Included	Included	Included	Included
Call Forwarding to non SunCom phone	\$.35	\$.35	\$.35	\$.35	\$.35
Voice Mail	Basic \$2.99	Basic \$2.99	Enhanced Included	Enhanced Included	Enhanced Included
Home Area Directory Assistance	\$.75	\$.75	\$.75	\$.75	\$.75



AT&T/Edge Wireless Local Rate Plans X11 through X15

AT&T/Edge Local Wireless plans provide wireless calling rate plans with convenience and economical means of utilizing digital wireless features. Edge Wireless local plans offer a broad range of great digital features.

AT&T/Edge Wireless Plan Description	Western Edge 150 Rate Plan X11	Western Edge 450 Rate Plan X12	Western Edge 700 Rate Plan X13	Western Edge 1000 Rate Plan X14	Western Edge 1600 Rate Plan X15
Monthly Access Fee	\$29.99	\$49.99	\$69.99	\$99.99	\$149.99
Included Minutes	150	450	700	1000	1600
Additional Minutes	\$.30	\$.30	\$.25	\$.25	\$.25
Long Distance	No LD 7SA	No LD 7SA	No LD 7SA	No LD 7SA	No LD 7SA
Roaming Local Calls	Home rate 7SA \$.60 out of 7SA	Home Rate 7SA \$.60 out of 7SA			
Roaming Toll Calls	\$.17 out of 7SA	\$.17 out of 7SA			
Activation Fee	\$25	\$25	\$25	\$25	\$25
Conference Calling	Included	Included	Included	Included	Included
Call Forwarding to non Edge phone	Include	Included	Included	Included	Included
Enhanced Voice Mail	\$2.99	Included	Included	Included	Included
Home Area Directory Assistance	\$.75	\$.75	\$.75	\$.75	\$.75



AT&T/Edge Wireless Government Plan X16 for Tier II and Tier III

The Edge Wireless Government plan is offered to Tier II and III level accounts. This rate plan is designed for agencies, departments, or offices that have a large number of phones and use large volumes of airtime. It is designed for an account or an account with a large number of sub-accounts being paid by one entity to which all usage can be summed each month under that account for billing under one bucket charge.

AT&T/Edge Government Rate Plan Description	Rate Plan X16
Monthly Access Fee	\$3.99
Included Minutes	- 0 -
Per Minute Charge/Month	0 - 4999 MOU \$0.14 / MOU 5000 -9999 MOU \$0.12 / MOU 100000-14999 MOU \$0.10 / MOU 15000-29999 MOU \$0.09 / MOU 30000 + MOU \$0.08 / MOU
Long Distance	No charge within home area- \$0.17 rest of US
Roaming	\$0.35 MOU Home \$0.60 rest of US
Activation Fee	None
Call Forwarding	Included
Home Area Directory Assistance	\$0.75



AT&T Mobility Text Messaging for Large Accounts

Please refer to the Ts & Cs Document for additional pricing and product information.

AT&T Mobility Plan Description	AT&T Mobility Text Messaging for Large Accounts Rate Plan 241	AT&T Mobility Text Messaging for Large Accounts Rate Plan 242	AT&T Mobility Text Messaging for Large Accounts Rate Plan 243	AT&T Mobility Text Messaging for Large Accounts Rate Plans 244
Monthly Service Charge	\$500.00	\$3,000.00	\$5,000.00	\$10,000.00
Included in plan messages per month	7,500	50,000	100,000	250,000
Out of Plan Cost per Message	\$0.07	\$0.07	\$0.06	\$0.05
One-Time Start of Service Fee	\$999.99 charges to each ESME			

Service Volume Concessions

Quantity/Volume	Concessions
Tier II CDA Program Only – <u>Monthly</u> Aggregate Wireless Service Revenue	GSA Tier II Concessions
\$25,000 to \$49,999	2%
\$50,000 to \$99,999	4%
\$100,000 to \$249,999	5%
\$250,000 to \$499,999	7%
\$500,000+	9%

Quantity/Volume	Concessions
Tier III CDA Program Only - Minimum <u>Annual</u> Wireless Service Revenue Commitment Schedule	GSA Tier III Concessions
\$200,000 to \$399,999	4%
\$400,000 to \$699,999	5%
\$700,000 to \$1,099,999	6%
\$1,100,000 to \$1,599,999	7%
\$1,600,000 to \$2,199,999	8%
\$2,200,000 to \$2,899,999	9%
\$2,900,000 to \$3,699,999	10%
\$3,700,000 to \$4,699,999	11%
\$4,700,000 to \$5,999,999	12%
\$6,000,000 to \$7,999,999	13%
\$8,000,000 to \$10,999,999	14%
\$11,000,000+	15%



AT&T International WorldConnect Service Pricing

A true benefit of WorldConnect service is that it costs considerably less than placing international calls from a hotel. WorldConnect users pay:

AT&T Mobility is offering WorldConnect service at the same commercial rates as our commercial clients. WorldConnect commercial rates are as follows: A one time activation fee of \$25.00, plus \$7.99 per month, then WorldConnect users pay only \$0.99 per minute, plus international long distance per the country zone.

AT&T Direct Dial International

AT&T Direct Dial International discounted rates are available in the U.S. only when the call is initiated from a AT&T Mobility market, while on the AT&T network. Rates are not available within the U.S. when roaming in non-AT&T Mobility owned markets.

Airtime and roaming charges are defined by your current domestic AT&T Mobility Services calling plan.

Applicable international long distance rates are based on the International Zones to which you call. **International Zone Per-Minute Long Distance Rate[†]**. The following international zones are listed below:

- **[Mexico](#) 25¢**
- **[Western Europe](#) 35¢**
 - Andorra • Gibraltar • Netherlands • Austria • Iceland • Norway • Belgium • Ireland • Portugal • Denmark • Italy • San Marino • Faeroe Island • Liechtenstein • Spain • Finland • Luxembourg • Sweden • France • Malta, Republic of • Switzerland • Germany • Monaco • United Kingdom • Vatican City
- **[Latin America](#) 65¢**
 - Argentina (excluding Buenos Aires) • Ecuador • Nicaragua • Belize • El Salvador • Panama • Bolivia • French Guiana • Paraguay • Brazil • Guantanamo • Peru • Chile • Guatemala • Suriname Republic • Colombia — Service not available* • Guyana — Service not available* • Costa Rica • Uruguay • Honduras — Service not available* • Venezuela . Easter Island
- **[Caribbean](#)[§] 65¢**
 - Anguilla • Cuba • Puerto Rico [§] • Antigua (Barbuda) • Curacao • St. Eustatius • Aruba • Dominica • St. Kitts/Nevis • Bahamas • Dominican Republic — Service not available* • St. Lucia • Barbuda (See Antigua) • French Antilles • St. Maarten • Bermuda • Guadeloupe • St. Vincent • Bonaire • Haiti • Trinidad • British Virgin Islands • Jamaica — Service not available* • Turks Caicos • Cayman Islands • Montserrat • US Virgin Islands[§] • Barbados • Eritrea • Grenada (Curacao) • Guantanamo • St Helena • St Pierre/Miguelon
- **[Central/Eastern Europe](#) 75¢**
 - Albania • Georgia • Montenegro • Algeria • Greece • Poland • Armenia — Service not available* • Greenland • Romania • Azerbaijan • Hungary • Russia • Belarus • Kazakhstan • Slovakia • Bosnia-Hertzegovina • Kyrgystan • Slovenia • Bulgaria • Latvia • Tajikistan • Croatia • Lithuania • Turkmenistan • Czech Republic • Macedonia • Ukraine • Estonia • Moldova — Service not available* • Uzbekistan • Turkey • Yugoslavia
- **[Asia-Pacific](#)[§] 85¢**
 - India • Niue • American Samoa • Indonesia • Norfolk Islands • Antarctica Casey Base • Japan • Pakistan — Service not available* • Antarctica Scott Base • Kiribati • Palau • Australia • Korea, North • Papua New Guinea • Bangladesh — Service not available* • Korea, South (Republic of) • Philippines • Bhutan • Laos • Saipan • Brunei • Macao • Singapore • Cambodia • Malaysia • Solomon Islands • China • Maldives Republic • Sri Lanka • Christmas Island • Marshall Islands • Taiwan • Cocos Island • Micronesia



• Thailand • Cook Islands • Mongolia • Tonga Islands • Nauru • Tuvalu • Fiji • Nepal • Vanuatu, Republic of • French Polynesia • New Caledonia • Vietnam • Guam § • New Zealand • Wallis and Futuna Islands • Hong Kong • Western Samoa • Diego Garcia

• **Africa/Middle East 95¢**

• Angola • Guinea People's Revolutionary Rep. • Oman • Ascension Islands • Iran • Qatar • Bahrain • Iraq • Reunion Island • Benin, People's Republic • Israel • Rwanda • Botswana • Ivory Coast • Sao Tome • Burkina Faso • Jordan • Saudi Arabia • Burma (Myanmar) • Kenya • Senegal — Service not available* • Burundi • Kuwait — Service not available* • Seychelles • Cameroon • Lebanon — Service not available* • Sierra Leone • Cape Verde Island • Lesotho • Somalia • Central Africa Republic • Liberia • South Africa • Chad • Libyan Aps Ja • St. Helena • Congo Republic • Madagascar • Sudan • Cyprus • Malwai • Swaziland • Djiboute Republic • Mali • Syria • Egypt • Mauritania • Tanzania • Equatorial Guinea • Mauritius • Tunisia • Ethiopia • Mayotte island • Uganda • Falkland Islands • Morocco • United Arab Emirates • Gabon • Mozambique • Yemen Arab Republic — Service not available* • Gambia • Namibia • Rawanda • Ghana — Service not available* • Niger • Zambia • Guinea-Bissau • Nigeria — Service not available* • Zimbabwe • Afghanistan • Togo

* Direct-dialing is currently restricted to this country for security reasons. When traveling internationally, only select countries offer roaming capability with your Digital multi-network phone.

† Inside the U.S., while in a AT&T Mobility Services market and using the AT&T network, international long distance rates are based on the AT&T Mobility Services International Zone to which you're calling. Outside the U.S., international long distance rates are based on the AT&T Mobility Services International Zone you're traveling in, no matter what destination you call.

§ Canada, Puerto Rico, Guam, and the U.S. Virgin Islands are available through your domestic wireless service.

AT&T WorldConnect PARTIAL Service Roaming Countries

While roaming in these countries, subscribers should be able to receive calls made to them and they should be able to place calls to destinations within the country. However, they will not be able to make calls to international destinations outside of the Country, including the US. These countries restrict International Dialing.

- Brunei
- Madagascar

AT&T Mobility Data Service Pricing

AT&T Mobility PocketNet Service has been discontinued for new customers. Existing AT&T Mobility PocketNet Service customers may continue this service until further notice.

Other Important Pricing Information

There is a \$45 activation fee per subscriber unit. Activation is subject to credit approval, and a deposit may be required. A valid major credit card may be required for service billing, and usage limitations may apply. Service under all rate plans is subject to the terms and conditions of your Wireless Data Service Agreement. You are required to purchase service under the selected rate plan for each activated subscriber unit (referenced in the Wireless Data Service Agreement as "NEI") until the term of your Wireless Data Service Agreement expires. The Wireless Data Service Agreement requires a minimum one-year term. You may terminate service on or before 30 days after your activation date. If you terminate after the first 30 days of service but before the term expires, a cancellation fee will be charged as further described in your Wireless Data Service Agreement. Customer's data usage is aggregated over a billing cycle, with any partial kilobyte of data used in that billing cycle being rounded up to a full kilobyte. Customers may select the Internet Secured Feature free of charge. This feature blocks Internet traffic to and from your subscriber unit, thereby helping prevent misuse of your corporate computing assets. Coverage may vary due to customer equipment, radio transmission limitations and terrain. Due to coverage limitations, information may not be accessible at all times. The eligibility requirements, availability and pricing of service plans and features as well as service area designations are subject to change without notice. Please refer to the Terms and Conditions of your Wireless Data Service Agreement for full details.

Available to all three tiers; however, usage/revenue is not eligible to retire any revenue commitment nor receive any discounts at this time.

REGULATORY PROGRAMS FEE

The Regulatory Programs Fee helps fund AT&T Mobility compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and emergency services.

Development of Enhanced 911 across portions of our national network will help more accurately determine the geographic location of wireless callers to 911. Number pooling is intended to allow for more efficient use of phone numbers to reduce the need for additional area codes in the United States. The aim of rules requiring wireless number portability is to enable customers to change wireless providers while keeping the same phone number.

The Regulatory Programs Fee is not a tax or a government required charge. It is an additional monthly amount charge created, assessed and collected by AT&T Mobility. In addition to this charge, you will also be responsible for taxes and fees assessed by governments, including fees in some states for 911 service, which are separate from this charge. The Regulatory Programs Fee is \$1.75.



Network Connectivity

A special network connection to the AT&T Mobility data network (and software application) may be required for your government/public safety application. You must obtain such connection and/or software at your own expense and/or you may incur additional charges. The network connection must be compatible with the wireless data network and comply with certain requirements. See the brochure Wireless Connectivity Option for Wireless IP (Data) for more details.

For additional information, contact your AT&T Account Representative.
All marks are the property of their respective owners.

Specifications subject to change without notice.

AT&T MOBILITY PRICING FOR GSM™/GPRS (2.5G) WIRELESS SERVICES

REGULATORY PROGRAMS FEE

The Regulatory Programs Fee helps fund AT&T Mobility compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and emergency services.

Development of Enhanced 911 across portions of our national network will help more accurately determine the geographic location of wireless callers to 911. Number pooling is intended to allow for more efficient use of phone numbers to reduce the need for additional area codes in the United States. The aim of rules requiring wireless number portability is to enable customers to change wireless providers while keeping the same phone number.

The Regulatory Programs Fee is not a tax or a government required charge. It is an additional monthly amount charge created, assessed and collected by AT&T Mobility. In addition to this charge, you will also be responsible for taxes and fees assessed by governments, including fees in some states for 911 service, which are separate from this charge. The Regulatory Programs Fee is \$1.75 per line per month.

**AT&T Mobility Customer Rate Plans
mLife Plans (For both GSM and Multi-Band)**

<i>mLife Local Plans</i>							
<i>Access</i>	<i>New</i>	<i>Rate Plan Code</i>	<i>Activation Fee</i>	<i>OOB RPM</i>	<i>LD</i>	<i>Roaming</i>	<i>Early Termination Fee</i>
\$19.99	45		\$36	\$0.45	\$0.20	\$0.69	\$175 flat rate
\$29.99	250		\$36	\$0.45	\$0.20	\$0.69	\$175 flat rate
\$39.99	400		\$36	\$0.40	\$0.20	\$0.69	\$175 flat rate
\$49.99	600		\$36	\$0.40	\$0.20	\$0.69	\$175 flat rate
\$74.99	1000		\$36	\$0.35	\$0.20	\$0.69	\$175 flat rate
\$99.99	1400		\$36	\$0.30	\$0.20	\$0.69	\$175 flat rate
\$149.99	2200		\$36	\$0.30	\$0.20	\$0.69	\$175 flat rate
\$199.99	3200		\$36	\$0.25	\$0.20	\$0.69	\$175 flat rate
\$299.99	4800		\$36	\$0.25	\$0.20	\$0.69	\$175 flat rate



mLife National Plans							
Access	New	Rate Plan Code	Activation Fee	OOB RPM	LD*	Roaming	Early Termination Fee
\$19.99	30		\$36	\$0.45	\$0.00	\$0.69	\$175 flat rate
\$29.99	200		\$36	\$0.45	\$0.00	\$0.69	\$175 flat rate
\$39.99	350		\$36	\$0.40	\$0.00	\$0.69	\$175 flat rate
\$49.99	500		\$36	\$0.40	\$0.00	\$0.69	\$175 flat rate
\$74.99	900		\$36	\$0.35	\$0.00	\$0.69	\$175 flat rate
\$99.99	1200		\$36	\$0.30	\$0.00	\$0.69	\$175 flat rate
\$149.99	2000		\$36	\$0.30	\$0.00	\$0.69	\$175 flat rate
\$199.99	3000		\$36	\$0.25	\$0.00	\$0.69	\$175 flat rate
\$299.99	4500		\$36	\$0.25	\$0.20	\$0.69	\$175 flat rate

** A LD rate of \$0.20 will apply when the customer makes a LD call that originates off the AWS network*



AT&T Mobility mLife Digital One Rate

AT&T Mobility Plan Description	AT&T Mobility mLife Digital One Rate Low End	AT&T Mobility Digital One Rate Plan 7	AT&T Mobility Digital One Rate Plan 8	AT&T Mobility Digital One Rate Plan 9	AT&T Mobility Digital One Rate Plan 10	AT&T Mobility Digital One Rate Plan 10.1	AT&T Mobility Digital One Rate Plan 10.2
Monthly Access	\$39.99	\$59.99	\$79.99	\$99.99	\$119.99	\$149.99	\$199.99
Included minutes	175	450	650	900	1100	1500	2000
Home/Extended Home Area Peak Rate per min. (See coverage map for specific area)	\$0.45/min. over 175 min.	\$0.35/min. over 450min.	\$0.35/min. over 650min.	\$0.25/min. over 900min.	\$0.25/min. over 1100min.	\$0.25/min. over 1500min.	\$0.25/min. over 2000min.
Home/Extended Home Area off-peak Rate per min. (See coverage map for specific area)	\$0.45/min. over 175 min.	\$0.35/min. over 450min.	\$0.35/min. over 650 min.	\$0.25/min. over 900 min.	\$0.25/min. over 1100 min.	\$0.25/min. over 1500 min.	\$0.25/min. over 2000 min.
Roaming Rates (See specific coverage maps for roaming area detail)	None	None	None	None	None	None	None
Charge for calls to Local Landlines	None	None	None	None	None	None	None
Aggregate Volume Reward and Min. Annual Commitment Discount (CDA Program only)	See schedules above	See schedules above	See schedules above	See schedules above	See schedules above	See schedules above	See schedules above
Call Forwarding (per minute)	\$0.35	\$0.35	\$0.35	\$0.25	\$0.25	\$0.25	\$0.25
Home Long Distance Rate (per minute)	None	None	None	None	None	None	None
Activation/Installation Fee	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
Reconnection Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Home Area Directory Asst.	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25

Off Peak Time: 9:00 P.M. until 5:59 A.M. Weekends and Holidays.

Available for all Tiers

Rate Plan 7 not available in all locations



AT&T Mobility Business Local \$16.99 Plan

Monthly Service Charge	Anytime Minutes	Home Service Area	Nationwide Long Distance from HSA	Roaming
\$16.99	60	\$0.40 per minute	\$0.20 per minute	\$0.69 per minute

Anytime minutes are available in your Home Service Area.

Nationwide Long Distance is available to anywhere in the 50 United States. Standard airtime charges may apply. Available for as long as you remain on the same plan.

Domestic and International Long Distance may apply with Roaming.

AT&T Mobility Business Local Pooled Plan

AT&T Mobility Business Local Pooled Plans target business work groups wanting the benefits of the AT&T Mobility network and products while maximizing the use of available minutes shared by the entire work group.

The primary customer benefit of Business Local Pooled Plans is the ability to pool Included Anytime Minutes across multiple users. Other customer benefits include:

- Night and weekend minutes and mobile-to-mobile minutes included as part of the plan (these minutes do not pool)
- Toll free nationwide long distance within the Local Service Area
- Additional night and weekend and mobile-to-mobile minutes available for a fee to Next Generation (GSM) customers (these minutes do not pool)

At this time Business Local Pooled Plans are *not* available in the former TeleCorp markets or the Puerto Rico market.

Business Local Pooled Plan customers activating service on the Next Generation network do not have the same limitations as customers with Digital service. Customers with Next Generation service have the ability to pool minutes on a single- or multi-market account, and they can pool minutes across plans with different price points. NOTE: A single market account is composed of service in one market, for example, Seattle. A multi-market account is composed of multiple markets; for example, one account can have end users with service in Atlanta, Sacramento, and Seattle. All customers on the account must have Next Generation service to pool the minutes.

Multi-Band service mirrors the Next Generation voice plan functionality.

AT&T Mobility Business Local Pooled Rate Plan					
Monthly Service Charge	\$39.99	\$49.99	\$74.99	\$99.99	\$149.99
Included Anytime Minutes	350	550	900	1250	2000
Nights & Weekend Minutes	125	250	250	500	500
Mobile to Mobile Minutes	250	500	500	1000	1000
Additional Minutes	\$.40	\$.40	\$.40	\$.40	\$.40
Domestic LD/Min. Outside Local Svc. Area	\$.20	\$.20	\$.20	\$.20	\$.20
Domestic/Canada Roaming	\$.69	\$.69	\$.69	\$.69	\$.69
Call Forwarding/Min.	\$.40	\$.40	\$.40	\$.40	\$.40
Activation Fee	\$36	\$36	\$36	\$36	\$36
Early Termination Fee	\$175	\$175	\$175	\$175	\$175

Additionally, Mobile to Mobile and Night & Weekend minutes are available for 250 minutes at \$4.99, for 500 minutes at \$9.99 and unlimited at \$19.99 to GSM services customers for each feature.



AT&T Mobility Group Calling Plan

The AT&T Group Calling Plans provide Group Calling Subscribers with a choice of four rate plans that utilize a feature to deliver unlimited calling among the Group Calling Subscribers on a single account so long as the users are within their Group Calling Area. In addition, a Group Calling Account's users will have unlimited airtime for outbound calling to a Group Numbers Table (list of five numbers) associated with the account so long as the users are placing their calls from within their Group Calling Area (applicable toll will be charged). Group Calling will also utilize Private System ID (PSID) functionality within our switches to provide visual indication to customers so that they can determine whether they are in the Group Calling Area or not.

The AT&T Group Calling Plans position wireless services from AT&T as the service that provides business users with simple, affordable wireless access to everyone in their workgroup, regardless of whether the people they are calling have wireless phones or landline phones. The plans allow organizations to control and budget their wireless expenditures by knowing that mobile calls within the Group Calling Account or to the Group Numbers Table are included in the rate plans.

AT&T Mobility Group Calling				
Monthly Fee	\$49.99	\$74.99	\$99.99	\$149.99
IIP Minutes	500	850	1200	1850
OOB Rate	\$0.40	\$0.35	\$0.30	\$0.30
Long Distance Rate	Included from LSA; \$0.20/min outside LSA			
Unlimited Calling Ability?	Unlimited Local Mobile to Mobile to all AWS Subscribers	Unlimited Local Mobile to Mobile to all AWS Subscribers	Unlimited Local Mobile to Mobile to all AWS Subscribers	Unlimited Local Mobile to Mobile to all AWS Subscribers
Group Number Table (5 lines)	Unlimited	Unlimited	Unlimited	Unlimited
N&W Bolt On (fee based)	\$4.99 / 250 \$9.99 / 500 \$19.99/Unlimited			
National Roaming Rate	\$0.69	\$0.69	\$0.69	\$0.69
Regional Roaming Rate	N/A	N/A	N/A	N/A
Directory Assistance	\$1.25	\$1.25	\$1.25	\$1.25
Start of Srvc Fee	\$36	\$36	\$36	\$36
Reconnection Fee	\$25	\$25	\$25	\$25
Regulatory Prog Fee? (\$1.75/mo)*	Yes	Yes	Yes	Yes
Call Fwding Rate	OOB rate	OOB rate	OOB rate	OOB rate



GPRS Data Only Plans & Data Features

Important Notes:

Customers may select a data centric plan only with a modem (cannot purchase a data-only plan with handset). GSM/GPRS (voice & data) customers who wish to use their handset as a modem may purchase one of the data features (bolt-ons) or one of the mMode data features.

AT&T Mobility Plan Description Rate Plan	AT&T Mobility Data Plan Rate Plan 219	AT&T Mobility Data Plan Rate Plan 220	AT&T Mobility Data Plan Rate Plan 221	AT&T Mobility Data Plan Rate Plan 222	AT&T Mobility Data Plan Rate Plan 223	AT&T Mobility Data Plan Rate Plan 224
Monthly Service Charge	\$19.99	\$29.99	\$39.99	\$59.99	\$74.99	\$99.99
Included In-Plan Data MB (1,024 KB = 1MB)	3	10	20	40	60	100
Out of Plan Data per KB (rounded to nearest KB)	\$0.0065	\$0.0030	\$0.0020	\$0.0015	\$0.0013	\$0.0010
Domestic/Canada Data Roaming per KB (rounded to the nearest KB)	\$0.0127	\$0.0127	\$0.0127	\$0.0127	\$0.0127	\$0.0127
International Data Roaming Monthly Service Charge	\$7.99	\$7.99	\$7.99	\$7.99	\$7.99	\$7.99
International Data Roaming per KB (rounded to the nearest KB)	\$0.0195	\$0.0195	\$0.0195	\$0.0195	\$0.0195	\$0.0195
Start of Service Fee	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00

Off Peak Time: 9:00 PM to 5:59 AM Weekends and Holidays

	Dynamic, Public IPs	Dynamic, Public IPs within a range	Customer provides own public IP range to AT&T Mobility	Customer manages IP assignment via L2TP
One Time Fee	None	\$1,000	\$1,000	\$1,000
Monthly Service Charge	\$3.00 per user	\$10.00 per IP in range	None	None
Billed to:	Subscriber	Account	Account	Account
Custom PDP?	NO	YES	YES	YES

IP Addressing Option Feature (available for extra charge)



AT&T Mobility Mobile Internet Feature Details

AT&T Mobility Plan Description Rate Plan	AT&T Mobility Mobile Internet Features Rate Plan 226	AT&T Mobility Mobile Internet Feature Rate Plan 227	AT&T Mobility Mobile Internet Feature Rate Plan 228	AT&T Mobility Mobile Internet Feature Rate Plan 229	AT&T Mobility Mobile Internet Feature Pate Plan 230	AT&T Mobility Mobile Internet Feature Rate Plan 231	AT&T Mobility Mobile Internet Feature Rate Plan 232
Monthly Service Charge	\$19.99	\$29.99	\$39.99	\$59.99	\$79.99	\$119.99	\$199.99
Included In-Plan Data MB (1,024 KB = 1MB)	3	6	10	20	40	80	200
Out of Plan Data per KB (rounded to nearest KB)	\$0.0065	\$0.0049	\$0.0039	\$0.0029	\$0.002	\$0.0015	\$0.001
Domestic/Canada Data Roaming (rounded to the nearest KB)	\$0.0127 per KB	\$0.0127 per KB	\$0.0127 per KB	\$0.0127 per KB	\$0.0127 per KB	\$0.0127 per KB	\$0.0127 per KB
International Data Roaming Monthly Service Charge	\$7.99	\$7.99	\$7.99	\$7.99	\$7.99	\$7.99	\$7.99
International Data Roaming (rounded to the nearest KB)	\$0.0195 per KB	\$0.0195 per KB	\$0.0195 per KB	\$0.0195 per KB	\$0.0195 per KB	\$0.0195 per KB	\$0.0195 per KB
Start of Service Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Off Peak Time: 9:00 PM to 5:59 AM Weekends and Holidays



AT&T Mobility National Flat Rate Calling Plan

The AT&T Mobility National Flat Rate Calling Plan makes wireless convenience possible for everyone in your company. One low flat per-minute rate and easy billing let everyone take full advantage of wireless convenience. AT&T Mobility National Flat Rate Calling Plan is available to Tier II and Tier III agencies.

<i>AT&T Mobility Plan Description</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 270</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 271</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 272</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 273</i>
Minimum Annual Commitment	\$45,000	\$400,000	\$1,100,000	\$2,900,000+
Monthly Access	\$12.99	\$12.99	\$12.99	\$12.99
Included Minutes	0	0	0	0
Home Airtime Peak Rate per minute (see coverage map for specific area)	\$0.15	\$0.14	\$0.13	\$0.12
Home Airtime Off-Peak Rate per minute (see coverage map for specific area)	\$0.15	\$0.14	\$0.13	\$0.12
National Roaming Rate per minute – inclusive of domestic LD (see specific coverage maps for roaming area detail)	\$0.69	\$0.69	\$0.69	\$0.69
Home Long Distance Rate (per minute)	Domestic LD is Included			
Long Distance Rate (per minute) outside of Home Calling Area	Domestic LD is Included			
Call Forwarding (per minute)	N/A	N/A	N/A	N/A
Activation Fee	\$36.00	\$36.00	\$36.00	\$36.00
Reconnection Fee	\$25.00	\$25.00	\$25.00	\$25.00
Home Area Directory Asst.	\$1.25	\$1.25	\$1.25	\$1.25

Off Peak Time: 9:00 P.M. until 5:59 A.M. Weekends and Holidays.

Available for Tiers 2 and 3

Coverage Area Map – Attachment I

Please refer to calling plan brochure in Volume III for terms and conditions that are unique to this rate plan.



AT&T Mobility Flat Rate Advantage Calling Plan

The Flat Rate Advantage calling plan(s) provide the simplicity of Flat Rate pricing with a smaller footprint than the National Flat Rate plans. AT&T Mobility Flat Rate Advantage Calling Plan is available to Tier II and Tier III agencies.

These plans will be priced as follows:

<i>AT&T Mobility Plan Description</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 290</i>	<i>AT&T Mobility National Flat Rate Calling Rate Plan 291</i>
Minimum Annual Commitment	\$45,000	\$1,100,000
Monthly Access	\$9.99	\$9.99
Included Minutes	0	0
Home Airtime Peak Rate per minute (see coverage map for specific area)	\$0.12	\$0.11
Home Airtime Off-Peak Rate per minute (see coverage map for specific area)	\$0.12	\$0.11
National Roaming Rate per minute – inclusive of domestic LD (see specific coverage maps for roaming area detail)	\$0.69	\$0.69
Home Long Distance Rate (per minute)	Domestic LD is Included	Domestic LD is Included
Long Distance Rate (per minute) outside of Home Calling Area	\$0.20	\$0.20
Call Forwarding (per minute)	Charged at the per minute rate	Charged at the per minute rate
Activation Fee	\$36.00	\$36.00
Reconnection Fee	\$25.00	\$25.00
Home Area Directory Asst.	\$1.25	\$1.25

Off Peak Time: 9:00 P.M. until 5:59 A.M. Weekends and Holidays.

Available for Tiers 2 and 3

Coverage Area Map – Attachment I

Please refer to calling plan brochure in Volume III for terms and conditions that are unique to this rate plan.



AT&T National Pooled Minutes Rate Plans

AT&T Mobility National Pooled Minutes enhances the great features and benefits you enjoy with AT&T Mobility Corporate Digital Advantage. Now anyone on the AT&T Mobility National Pooled Minutes Calling Plan(s) on the same account and using the same network can be part of the same pool-even if they are in different AT&T Mobility markets. It's a straightforward wireless solution that gives you the strength and flexibility to optimize your business communications - with unprecedented savings. AT&T Mobility National Pooled Minutes increases efficiency by allowing employees to share unused minutes every month. Only after all of your AT&T Mobility National Pooled Minutes subscribers' minutes are used up do you see any additional per-minute charges. AT&T Mobility National Pooled Minutes is available to Tier II and Tier III agencies.

AT&T National Pooled Minutes Rate Plans						
Monthly Access	39.99	49.99	74.99	99.99	149.99	199.99
Included anytime minutes	300	500	850	1200	1900	2900
Effective Rate per minute	0.117	0.10	0.088	0.083	0.079	0.069
Out of Bucket Rate per minute	0.30	0.30	0.30	0.30	0.30	0.30
National Roaming Rates (See specific coverage maps for roaming area detail) (per minute)	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69
Mobile to Mobile Minutes Included	250	500	500	1000	1000	1000
Home Long Distance Rate (per minute)	Domestic LD is included					
Activation/Installation Fee	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
Reconnection Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Home Area Directory Asst.	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25



AT&T Mobility Business Local Pooled Plan

AT&T Mobility Business Local Pooled Plan						
Monthly Recurring Charge	39.99	49.99	74.99	99.99	149.99	199.99
Anytime Minutes Included	350	550	900	1250	2000	3000
Mobile to Mobile Minutes Included	250	500	500	1000	1000	1000
Night & Weekend Minutes Included	125	250	250	500	500	500
Additional Minute Price	0.40	0.40	0.40	0.40	0.40	0.40
Toll Free Long Distance Included	Included	Included	Included	Included	Included	Included
LD Outside Local Service Area per min.	0.20	0.20	0.20	0.20	0.20	0.20
Roaming per min.	0.69	0.69	0.69	0.69	0.69	0.69
Call Forwarding per min.	0.40	0.40	0.40	0.40	0.40	0.40
Activation Fee	36.00	36.00	36.00	36.00	36.00	36.00
Early Termination Fee	175.00	175.00	175.00	175.00	175.00	175.00

Additional Mobile-to-Mobile Minutes Available for GSM Only

- 250 minutes, \$4.99
- 500 minutes, \$9.99
- Unlimited minutes, \$19.99

Additional Night and Weekend Minutes Available for GSM Only

- 250 minutes, \$4.99
- 500 minutes, \$9.99
- Unlimited minutes, \$19.99

At this time Business Local Pooled Plans are *not* available in the former TeleCorp markets or the Puerto Rico market.

**AT&T Mobility GSM Circuit Switch Data Service for Encrypted Voice**

This rate plan is only for GSM Circuit Switch Data Service for Encrypted Voice. All data and text messaging features are available when using the encrypted number only.

AT&T Mobility Plan Description Rate Plan	AT&T Mobility GSM CSD Service for Encrypted Voice Rate Plan 250
Monthly Service Charge	\$19.99
Included Minutes	60
Out of Plan Minutes	\$.040
Domestic Voice Roaming*	\$0.69
Domestic Wireless Long Distance	\$.020
International Wireless Long Distance	Applicable rates
International Voice roaming off the AT&T Mobility GSM/GPRS network (not guaranteed for encrypted number)	\$0.99 per minute, plus applicable Long Distance Charges
Call Forwarding	\$0.40 plus applicable Long Distance
Activation Fee	\$36.00
Home Area Directory Asst	\$1.25
Data – domestic	\$0.03/KB
Data – International	\$0.07/KB
Text Messaging – Mobile terminated	Free
Text Messaging – Mobile originated on the AT&T Mobility GSM/GPRS Network	\$0.10/message
Text Messaging – Mobile originated off the AT&T Mobility GSM/GPRS Network	\$0.25/message

*Domestic Voice Roaming off the AT&T Mobility GSM/GPRS network (not guaranteed for encrypted number) = \$0.69/minute plus applicable LD applies outside of Home Coverage Area.

CSD Service capability

The “CSD Feature” is also available for an additional \$9.99 monthly charge on the following available rate plans:

- mLifesm Local Plan with a monthly recurring charge of \$49.99
- mLifesm Local Plan with a monthly recurring charge of \$74.99
- mLifesm National Plan with a monthly recurring charge of \$29.99
- mLifesm National Plan with a monthly recurring charge of \$39.99
- mLifesm National Plan with a monthly recurring charge of \$49.99
- mLifesm National Plan with a monthly recurring charge of \$74.99
- mLifesm National Plan with a monthly recurring charge of \$99.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$34.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$49.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$74.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$99.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$149.99
- mLifesm National Pooled Plan with a monthly recurring charge of \$199.99
- Business Local Pooled Plan with a monthly recurring charge of \$39.99
- Business Local Pooled Plan with a monthly recurring charge of \$49.99
- Business Local Pooled Plan with a monthly recurring charge of \$74.99
- Business Local Pooled Plan with a monthly recurring charge of \$99.99
- Business Local Pooled Plan with a monthly recurring charge of \$149.99
- Business Local Pooled Plan with a monthly recurring charge of \$199.99

The terms and conditions of the corresponding mLife Plan will control, however, the following terms and conditions will also apply when the \$9.99/month CSD Feature is added:

The AT&T Mobility GSM Circuit Switch Data Service for Encrypted Government GSM Voice offer works in conjunction with Customer Owned and Maintained (COAM) equipment from Motorola and General Dynamics. The CSD Feature is only available with compatible, GSM/GPRS/CSD Motorola Timeport P280 phone and General Dynamics Sectera module (“Compatible Equipment”). AT&T Mobility will not sell Compatible Equipment. Customer must purchase, own, and maintain Compatible Equipment. AT&T Mobility will only sell corresponding SIM cards and this rate plan. The Compatible Equipment device has been manufactured to operate exclusively on our network, will only accept a SIM card provided by us and cannot be activated with any other wireless carrier. You cannot use your Compatible Equipment with another end user’s SIM card. The CSD Feature is only available with certain mLife rate plans.

The CSD Feature allows the end user to make more secure, encrypted voice calls over the AT&T Mobility Circuit Switched Data (CSD) network, as well as ordinary voice calls over the AT&T Mobility GSM™/GPRS network. End users will also have basic data functionality available when using AT&T Mobility GSM™/GPRS service, although mMode service is only available with additional software.



The CSD Feature provides the end user with two mobile identification numbers (MINs) per line. End users can make non-encrypted, ordinary voice calls on the AT&T Mobility GSM™/GPRS network on one MIN, and encrypted, more secure voice calls on the AT&T Mobility CSD network on the second MIN.

Certain functionality available while on the GSM™/GPRS network will not be available when using CSD service in secure, encrypted mode. Those functions include, but are not limited to, Voice Mail, SMS, 3-way calling, Call Waiting, Directory Assistance, 911 functionality, and those functions marked with an asterisk in the chart above. Customer will generally not be able to roam when using CSD service, however, to the extent an End User is able to place a call on the CSD network while roaming, he or she will be charged \$0.69, plus applicable long distance charges for domestic CSD roaming, and \$0.99, plus applicable long distance charges for international CSD roaming.

To pool minutes on the Business Local Pooled Plan, Digital network customers:

- Must be on the same account.
- Must be on the same Business Local Pooled Plans price point.
- Must have service activated in the same market. On the Digital network, only Included Anytime Minutes are eligible for pooling. There is *no* pooling across plans with different price points, or on plans with a different technology (i.e. Next Generation or Multi-Band). Customers activating Digital service with a Business Local Pooled Plan *may not* purchase additional per-minute features such as night and weekend or mobile-to mobile minutes.

Customers with Next Generation service have the ability to pool minutes on a single- or multi-market account, and they can pool minutes across plans with different price points.

NOTE: A single market account is composed of service in one market, for example, Seattle. A multi-market account is composed of multiple markets; for example, one account can have end users with service in Atlanta, Sacramento, and Seattle. All customers on the account must have Next Generation service to pool the minutes.

The liable party receives a detailed bill that displays the selected price point, Included Anytime Minutes, long distance charges for calls outside the Local Service Area, mobile-to-mobile minutes, and night and weekend minutes. The billing system tracks usage within an account and invoices the customer only for minutes in excess of the total available pooled minutes.



mMode™

<i>AT&T Mobility Plan Description Rate Plan</i>	<i>AT&T Mobility mMode Rate Plan 236</i>	<i>AT&T Mobility mMode Rate Plan 237</i>	<i>AT&T Mobility mMode Rate Plan 239</i>	<i>AT&T Mobility mMode Rate Plan 240</i>
Monthly Service Charge	\$2.99	\$7.99	\$12.99	\$19.99
Data Amount	0MB	1MB	4MB	8MB
Out of Plan Minutes	\$0.02/KB	\$0.01/KB	\$0.008/KB	\$0.006/KB
Domestic/Canada Off-Network Roaming	\$0.02/KB	\$0.0127 /KB	\$0.0127/KB	\$0.0127/KB
International Roaming	\$0.02/KB	\$0.0195/KB	\$0.0195/KB	\$0.0195/KB



AT&T Mobility Ring Tones & Graphics for GSM/GPRS

Standard ring tones and graphics cost \$0.99 each. This includes ring tones and graphics that are created by the customer.

Premium ring tones and graphics cost \$1.99 each. These are available for a limited time through AT&T Mobility.

Currently these phone models are available for receiving AT&T Mobility Ring Tones & Graphics for GSM/GPRS:

- Nokia 8390 – accepts all ring tones and accepts black & white graphics
- Sony-Ericsson T68 – accepts ring tones and full color backgrounds.

Polyphonic ring tones are the next generation in quality for wireless phone ring tones. Polyphonic ring tones are played through a speaker, offer as many as 40 simultaneous voices, and a bank of 43 different percussive and melodious instruments. Whereas, Monophonic ring tones (current version) are played through a 'buzzer' and only offer one note at a time. Therefore, the customer will hear vastly improved sound quality from Polyphonic ring tones. So, subscribers with GSM/GPRS service, a GSM text messaging feature and a supported GSM/GPRS phone (Nokia 3590 at launch) will be able to order polyphonic ring tones and graphics from AT&T Mobility. The price per polyphonic ring tone: \$1.99, plus standard charges for Text Messaging from AT&T Mobility apply.

AT&T Mobility Text Messaging for Large Accounts

AT&T Mobility Text Messaging for Large Accounts uses the industry standard protocol for text messaging (Short Message Peer to Peer, or SMPP) and provides a more direct, effective and interactive – route to AT&T Mobility Customers. This product is a way for businesses to send a more reliable and secure environment than previously available through AT&T Mobility.

AT&T Mobility Plan Description	Text Messaging for Large Accounts Rate Plan 241	Text Messaging for Large Accounts Rate Plan 242	Text Messaging for Large Accounts Rate Plan 243	Text Messaging for Large Accounts Rate Plan 244
Monthly Service Charge	\$500.00	\$3,000.00	\$5,000.00	\$10,000.00
Included in plan messages per month	7,500	50,000	100,000	250,000
Out of Plan Cost per Message	\$0.07	\$0.07	\$0.06	\$0.05
One-Time Start of Service Fee	\$999.99 charges to each ESME			



BlackBerry Access Plan

Data Access for BlackBerry

<i>AT&T Mobility Plan Description Rate Plan</i>	<i>AT&T BlackBerry Plan Rate Plan 241</i>	<i>AT&T BlackBerry Rate Plan 242</i>
Plan Monthly Recurring Charge	\$39.99	\$49.99
Included In Plan	4 Megabytes (3072 kilobytes)	Unlimited BlackBerry Email and BlackBerry Browsing
Additional data in your Home Service Area (anywhere AT&T Mobility offers a GPRS network)	\$5.00 per Megabyte (charged by the kilobyte at \$0.0048)	\$5.00 per Megabyte (charged by the kilobyte at \$0.0048)
Home Coverage Area	AWS Domestic US GPRS network	
Roaming Data (US Domestic and Canada)	\$13 per Megabyte, priced per kilobyte (\$0.01270 cents per kilobyte)	
Roaming Data (Other International)	\$20 per Megabyte, priced per kilobyte (\$0.01953 cents per kilobyte)	
Start of Service	\$36.00 per subscription	
Contract Requirement	One Year Contract is required Early termination fee of \$175	

Voice Access Plan for BlackBerry and Siemens SX56

<i>AT&T Mobility Plan Description Rate Plan</i>	<i>AT&T Mobility Voice Access Plan 260</i>
Plan Monthly Recurring Charge	\$0.00
Included In Plan	0 Minutes
Additional voice minutes in your Home Service Area (anywhere AT&T Mobility offers a GSM network)	\$0.40/minute
Home Coverage Area	AWS Domestic US GSM/GPRS network
Domestic Long Distance	No charge while on the AT&T Mobility GSM/GPRS network \$0.20/minute if not on the AT&T Mobility GSM/GPRS network
Domestic Roaming	\$0.69/minute
Start of Service	N/A (Data plan dictates)
Contract Requirement	N/A (Data plan dictates)



BlackBerry S/MIME

The S/MIME Support Package for BlackBerry ("Service") is available from AT&T Mobility to government entities that have a valid, eligible AT&T Mobility government agreement ("Agreement") and that also have a valid, eligible Research In Motion® (RIM®) T-Support contract at the TX1 level or higher and otherwise meet and maintain the eligibility criteria set forth herein ("You" or "Your"). Eligible end users are limited to Your W-2 employees for whom You have accepted financial responsibility ("End Users").

Compatible BlackBerry Enterprise Server (software) 3.6 or higher, S/MIME client access licenses (CALs) with commercial S/MIME Support Package 1.5 or higher, compatible BlackBerry Wireless Handhelds™, handheld software 3.6 or higher, and subscription to a BlackBerry® Access Plan are required for Service.

Additional, compatible third party vendor products and/or services are also required. RIM T-Support contract at the TX1 level or higher, Microsoft Exchange 3.6 or higher, and a PKI (Public-Key Infrastructure) solution are required. A CAC (Common Access Card) reader is optional.

YOU MUST PURCHASE SUCH THIRD PARTY PRODUCTS AND SERVICES SEPARATELY FROM THE VENDOR. THE APPLICABLE VENDOR IS SOLELY RESPONSIBLE FOR ITS PRODUCTS AND SERVICE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES. AT&T DOES NOT PROVIDE SUPPORT FOR SUCH PRODUCTS AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUCH VENDOR PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION, COMPATIBILITY WITH SERVICE AND/OR THE AT&T MOBILITY NETWORK. AT&T MOBILITY IS IN NO EVENT LIABLE FOR ANY CLAIMS OR DAMAGES RELATING TO SUCH VENDOR PRODUCTS AND SERVICES. ALTHOUGH THE AT&T MOBILITY NETWORK UTILIZES ENCRYPTION AND AUTHENTICATION SECURITY FEATURES, AT&T MOBILITY DOES NOT GUARANTEE SECURITY AND IS NOT LIABLE FOR ANY LACK OF SECURITY OR PRIVACY THAT MAY BE EXPERIENCED WHILE SERVICE IS IN USE.

Other hardware, software, subscription, Internet access from your compatible PC, and/or special network connection may be required. Additional terms and conditions may apply. Your service is subject to the terms and conditions of Your Agreement, including any applicable Attachments, and the terms and conditions associated with your selected BlackBerry Access Plan. Also, because Service includes certain software and related services provided by RIM, Your Service is also subject to RIM's applicable terms and conditions. Such terms and conditions may be found on the BlackBerry Enterprise Server CD and BlackBerry Desktop Software CD and/or related documentation. By using service, you agree to abide by the terms and conditions of any applicable software license. Failure to comply with such terms and conditions may result in termination of service. Furthermore, use of the Service and the device is subject to all documentation included with the device.

Eligibility requirements, pricing, features and service areas are subject to change without notice.

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Product Name	AWS SKU	RIM Part No	Price
BlackBerry S/MIME CAL (1)	797553133032	PRD-06505-004	\$200
BlackBerry S/MIME CAL (10)	797553133049	PRD-06505-005	\$1,950

International Roaming

GSM/GPRS International Roaming with roaming service in the following countries:

- Anguilla
- Argentina
- Austria
- Bermuda
- Canada
- Chile
- Croatia
- Denmark
- Egypt
- Finland
- French Guiana
- Greece
- Guadeloupe
- Hong Kong
- Iceland
- Indonesia
- Isle of Man
- Italy
- Jamaica
- Kenya
- Latvia
- Lithuania
- Martinique
- Monaco
- Netherlands
- Northern Ireland
- Panama
- Peru
- Poland
- Puerto Rico
- Romania
- Antigua
- Australia
- Barbados
- Bolivia
- Brazil
- Cayman Islands
- China
- Czech Republic
- Dominica
- England
- France
- French West Indies
- Grenada
- Guernsey, Channel Islands
- Hungary
- India
- Ireland
- Israel
- Ivory Coast
- Jordan
- Kuwait
- Liechtenstein
- Malaysia
- Mexico
- Montserrat
- New Zealand
- Norway
- Paraguay
- Philippines
- Portugal
- Qatar
- Russia



- San Marino
 - Slovakia
 - South Africa
 - St. Kitts
 - St. Pierre/Miguelon
 - Sweden
 - Thailand
 - Turkey
 - Ukraine
 - U.S. Virgin Islands
 - Venezuela
 - Wales
- Scotland
 - Slovenia
 - Spain
 - St. Lucia
 - St. Vincent
 - Switzerland
 - Trinidad & Tobago
 - Turks & Caicos
 - United Kingdom
 - Vatican City
 - Vietnam



The following table is an overview of Country, Carrier, and Frequency for GSM/GPRS International Roaming:

GSM/GPRS International Roaming

COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
Argentina	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=ar&net=tp&frame=middle	·Voice ·2-Way Text Msg	GSM 1900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Australia	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=au&net=op&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Australia	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=au&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available
Austria	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=at&net=co&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Austria	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=at&net=ma&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Austria	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=at&net=tr&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Belgium	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=be&net=or&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Bermuda	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=bm&net=tb&frame=middle	·Voice ·2-Way Text Msg	GSM 1900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Bolivia	http://www.gsmworld.com/cgi/im	·Voice	GSM 1900 MHz	\$2.29/minute	\$3.29/minute	Service not available



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
	ap_gsminfo.pl5?cou=bo&net=en&frame=middle	·2-Way Text Msg				available
Brazil	The major metropolitan areas of the following states are covered: Alagoas, Amazonas, Bahai, Ceara; Espririto Santo, Maranhao, Minas Gerais, Para, Pariba, Pernambuco, Piauf, Rio de Janeiro, Rio Grande do Norte, Sergipe	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Brazil	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=br&net=tc&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Brazil	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=br&net=tr&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Brazil	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=br&net=ts&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Canada**	http://www.attwireless.com/images/maps/gsm-nat.gif	·Voice ·Data ·2-Way Text Msg	GSM/GPRS 1900 MHz	Rates for calls back to the U.S. based on domestic calling plan; for all other calls, rates are determined by the international carrier providing service. AT&T Mobility will bill these charges to the subscriber.	Rates for calls back to the U.S. based on domestic calling plan; for all other calls, rates are determined by the international carrier providing service. AT&T Mobility will bill these charges to the subscriber.	Refer to voice coverage map
Chile	http://www.gsmworld.com/cgi/im	·Voice	GSM 1900 MHz	\$3.49/minute	\$4.49/minute	Service not



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
	ap_gsminfo.pl5?cou=cl&net=em&frame=middle	·2-Way Text Msg				available
China	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=cn&net=ct&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Croatia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hr&net=cr&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Czech Republic	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=cz&net=eu&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Denmark	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=dk&net=so&frame=middle	·Voice ·2-Way Text Msg	GSM/GPRS 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Denmark	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=dk&net=td&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Egypt	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=eg&net=mo&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Egypt	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=eg&net=mi&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
England - See United Kingdom						
Finland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=fi&net=te&frame=middle	·Voice ·Data ·2-Way Text Msg	GSM/GPRS 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Refer to voice coverage map



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
Finland	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=fi&net=tv&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
France	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=fr&net=bo&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
France	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=fr&net=fr&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
French Guiana - See French West Indies						
French West Indies (includes French Guiana, Guadeloupe, Martinique, St. Pierre/Miquelon)	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=wi&net=fr&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Germany	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=de&net=ep&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Germany	http://www.gsmworld.com/cgi/imap_gsminfo.pl5?cou=de&net=vi&frame=middle	·Voice ·Data ·2-Way Text Msg	GSM/GPRS 1800 MHz	\$1.29/minute	\$2.29/minute	Refer to voice coverage map



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
Greece	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=gr&net=pa&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Guadeloupe - See French West Indies						
Guernsey, Channel Islands	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=gb&net=gt&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.29/minute	\$2.29/minute	Service not available
Hong Kong	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hk&net=hk&frame=middle	·Voice ·Data ·2-Way Text Msg	GSM/GPRS 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Refer to voice coverage map
Hong Kong	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hk&net=hu&frame=middle	·Voice ·Data ·2-Way Text Msg	GSM/GPRS 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Refer to voice coverage map
Hong Kong	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hk&net=s1&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Hungary	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hu&net=pa&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available
Hungary	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=hu&net=v2&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available
Iceland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=is&net=is&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
India	http://www.bplmobile.com/pgs/cov_kl.html	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
India	http://www.bplmobile.com/pgs/co_v_mh.html	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
India	http://www.bplmobile.com/pgs/co_v_tn.html	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
India	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=in&net=st&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Indonesia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=id&net=in&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$3.49/minute	\$4.49/minute	Service not available
Ireland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ie&net=mm&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Ireland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ie&net=es&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Isle of Man	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=gb&net=mt&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Israel	http://attwireless.com/mobileinternet/international/coverage_israel.html	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Israel	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=il&net=pa&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Italy (includes Vatican City)	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=it&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
and San Marino)						
Italy (includes Vatican City and San Marino)	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=it&net=om&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Italy (includes Vatican City and San Marino)	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=it&net=w2&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Ivory Coast (Cote d'Ivoire)	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ci&net=lo&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$3.49/minute	\$4.49/minute	Service not available
Jamaica	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=jm&net=ml&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Jordan	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=jo&net=pj&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Kenya	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ke&net=kc&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$3.49/minute	\$4.49/minute	Service not available
Kenya	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ke&net=ke&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$3.49/minute	\$4.49/minute	Service not available
Kuwait	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=kw&net=n1	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
	&frame=middle					
Latvia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=lv&net=lm&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Liechtenstein	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ch&net=nd&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Lithuania	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=lt&net=bi&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$3.49/minute	\$4.49/minute	Service not available
Malaysia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=my&net=bi&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Martinique - See French West Indies						
Monaco	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=fr&net=fr&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Netherlands	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=nl&net=du&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available
Netherlands	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=nl&net=pt&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Netherlands	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=nl&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not available



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
New Zealand	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=nz&net=be&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Northern Ireland - See United Kingdom						
Norway	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=no&net=ne&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Norway	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=no&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Paraguay	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=py&net=ho&frame=middle	·Voice ·2-Way Text Msg	GSM 1900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Peru	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=pe&net=ti&frame=middle	·Voice ·2-Way Text Msg	GSM 1900 MHz	\$3.49/minute	\$4.49/minute	Service not available
Philippines	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ph&net=s1&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Poland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=pl&net=er&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Portugal	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=pt&net=tm&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Qatar	http://www.gsmworld.com/cgi/im	·Voice	GSM 900MHz or	\$2.29/minute	\$3.29/minute	Service not



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
	ap_gsminfo.pl5?cou=qa&net=qt&frame=middle	·2-Way Text Msg	900/1800MHz			available
Romania	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ro&net=mf&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$3.49/minute	\$4.49/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=er&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$4.99/minute	\$5.99/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=be&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$4.99/minute	\$5.99/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=nw&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$4.99/minute	\$5.99/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=nc&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$4.99/minute	\$5.99/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=ur&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$4.99/minute	\$5.99/minute	Service not available
Russia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ru&net=si&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$4.99/minute	\$5.99/minute	Service not available
San Marino - See Italy						
Scotland - See United Kingdom						



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
Singapore	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=sg&net=st&frame=middle	·Voice ·Data	GSM/GPRS 1800 MHz	\$1.69/minute	\$2.69/minute	Refer to voice coverage map
Slovakia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=sk&net=eu&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available
Slovenia	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=si&net=mo&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$2.29/minute	\$3.29/minute	Service not available
Slovenia	Coverage Information Not Available	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
South Africa	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=za&net=mt&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Spain	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=es&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
St. Pierre/Miquelon - See French West Indies						
Sweden	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=se&net=te&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.29/minute	\$2.29/minute	Service not available
Switzerland	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ch&net=nd&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Service not available
Taiwan	http://www.gsmworld.com/cgi/im	·Voice	GSM 900MHz or	\$1.69/minute	\$2.69/minute	Service not



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
	ap_gsminfo.pl5?cou=tw&net=lo&frame=middle	·2-Way Text Msg	900/1800MHz			available
Taiwan	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=tw&net=f2&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$1.69/minute	\$2.69/minute	Service not available
Thailand	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=th&net=ad&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$1.69/minute	\$2.69/minute	Service not available
Thailand	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=th&net=ta&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$1.69/minute	\$2.69/minute	Service not available
Turkey	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=tr&net=it&frame=middle	·Voice ·2-Way Text Msg	GSM 1800 MHz	\$2.29/minute	\$3.29/minute	Service not available
Turkey	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=tr&net=tu&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Ukraine	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ua&net=um&frame=middle	·Voice ·2-Way Text Msg	GSM 900MHz or 900/1800MHz	\$3.49/minute	\$4.49/minute	Service not available
United Kingdom (includes England, Northern Ireland, Scotland and Wales)	http://www.gsmworld.com/gsminfo/cov_gbce.htm	·Voice Data ·2-Way Text Msg	GSM/GPRS 900MHz or 900/1800MHz	\$1.29/minute	\$2.29/minute	Refer to voice coverage map
United	http://www.gsmworld.com/cgi/im	·Voice	GSM 1800 MHz	\$1.29/minute	\$2.29/minute	Service not



COUNTRY	VOICE and 2-WAY TEXT Msg COVERAGE	AVAILABLE SERVICES	FREQUENCY	RATES FOR CALLS BACK TO THE US/ CALLS WITHIN THE VISITED COUNTRY/ INCOMING CALLS	RATES FOR CALLS TO ALL OTHER COUNTRIES	DATA COVERAGE
Kingdom (includes England, Northern Ireland, Scotland and Wales)	ap_gsminfo.pl5?cou=gb&net=or&frame=middle					available
Vatican City (Holy See) - See Italy						
Venezuela	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=ve&net=cd&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$2.29/minute	\$3.29/minute	Service not available
Vietnam	http://www.gsmworld.com/cgi/im_ap_gsminfo.pl5?cou=vn&net=vi&frame=middle	·Voice ·2-Way Text Msg	GSM 900 MHz	\$4.99/minute	\$5.99/minute	Service not available
Wales - See United Kingdom						

AT&T MOBILITY Government Terms and Conditions**THESE TERMS ARE APPLICABLE TO LEGACY AT&T MOBILITY PLANS ONLY****AGREEMENT**

This Agreement is entered into as of _____, 2002, by and between _____, on behalf of itself and as agent for its related federal government agencies listed in Exhibit A (collectively "Customer") and AT&T MOBILITY Services National Accounts, LLC ("AT&T"), as agent for its affiliates who operate commercial mobile radio telecommunications systems in the geographic areas identifies in Exhibit B, as may be amended from time to time ("AT&T Markets").

In consideration of the mutual promises, conditions, and provisions contained or referenced in this Agreement, the General Terms and Conditions and the Exhibits attached hereto (collectively hereinafter referred to as "Agreement"), the parties agree as follows.

SERVICE

AT&T will provide the commercial mobile radio services and related service and features more particularly described in the attached General Terms and Conditions ("Service"). AT&T will furnish the Service to Customer and its employees ("End Users") under the terms and conditions of this Agreement. Service includes wireless voice telecommunications services ("Voice Service") and wireless data telecommunications services ("Wireless Data Service").

RATES AND CHARGES

Rates and charges payable to AT&T will be established as described in this Agreement.

TERM

With respect to each End User who activates Service with AT&T, this Agreement is for a term of one (1) year beginning on the date set forth above. The term shall be reflected in each delivery order issued to acquire the Service. Delivery orders shall not be deemed to obligate succeeding fiscal year funds. However, delivery orders that are funded by annual (fiscal year) appropriations may provide for initial base periods and option period that cross fiscal years so long as the initial base period and each option period does not exceed a 12-month period. In addition, where a Customer's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Customer may place a delivery order and obligate funds for term longer than 12-months, notwithstanding any intervening fiscal years. At the end of the term, this Agreement shall, upon agreement of the parties, renew for successive 12-month periods. Termination, expiration or modification of AT&T' underlying schedule contract shall not affect any delivery orders issued thereunder prior to such termination, expiration or modification, including the option to renew such delivery orders.

ENTIRE AGREEMENT

Unless specified set forth herein, this Agreement and the underlying GSA Schedule Contract No. GS-35F-0297K 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. Unless expressly set forth in the Agreement, no change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing and signed by both parties. If the terms contained in this Agreement conflict or are inconsistent with the terms of the underlying GSA Schedule Contract No. GS-35F-0297K or any purchase order or other document provided by Customer, the terms of this Agreement shall control.

GENERAL TERMS AND CONDITIONS

1. Service.

1.1 Service Availability/Interruption. Service will be available only within the operating range of each wireless system ("Service Area"). Service is subject to: (a) transmission limitation, reduction in transmission speed, or interruption caused by weather, your Equipment, terrain, obstructions such as trees or buildings, and other conditions; (b) temporary suspension due to governmental regulations or orders, system capacity limitations, system repairs or modifications, or contractor's efforts to combat potential fraud; and (c) call blocking for certain categories of numbers (e.g., 976, 900 and certain international destinations) or access to certain websites if, in AT&T'S sole discretion, AT&T is experiencing excessive billing, collection or fraud problems with access to those numbers or sites. AT&T may from time to time add or delete Service Areas upon written notice to Customer. If the deletion of any Service Area materially reduces the Service provided to Customer hereunder, then Customer may terminate this Agreement, without incurring any Termination Charges. If Customer seeks to terminate this Agreement under this provision, 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.

1.2 Service Pricing.

1.2.1 General. Wireless airtime rates apply to local usage in each Number's home area, as defined by the Carrier issuing each Number. Roaming rates apply to usage outside of a Number's home area. Long distance rates apply to usage outside of a Number's local area. Voice Service calling plans and Wireless Data Service rate plans (collectively, "Calling Plans") available in a AT&T Market apply only to Numbers provisioned from such AT&T Market.

1.2.2 AT&T Calling Plans. The Calling Plans available to Customer in AT&T Markets are set forth in the Calling Plan Binder delivered along with and being a part of the AT&T Response, as may be amended or supplemented by AT&T from time to time. If a Calling Plan chosen by Customer with respect to any Number contains certain restrictions or requires certain separate commitments from Customer, such as volume commitment levels within the AT&T Market or term commitments for each End User activated on the Calling Plan, Customer shall comply with those commitments in order to receive the rates described.

1.3 CPNI. Under Federal law, Customer has the right, and AT&T has the duty, to protect the confidentiality of information about the amount, type and destination of Customer's wireless usage ("CPNI"). Customer consents to AT&T sharing such CPNI with AT&T, its affiliates and its contractors, to develop or bring to Customer's attention any products and services. This consent survives the termination of Customer's Service and is valid until removed by Customer. To remove this consent at any time, Customer shall notify AT&T in writing at:

AT&T MOBILITY Services, LLC
Attention: CPNI
P. O. Box 97061
Redmond, WA 98073-9761

Customer shall provide government contact name, address, business telephone number and service account number.

2. Documentation/Binding Orders.

2.1 Activation Requirements. Customer will follow the process established by AT&T in order to activate, terminate or otherwise modify Service or to purchase Equipment. Any order for Service under this Agreement that Customer submits to AT&T will be binding upon Customer pursuant to the terms and conditions of this Agreement.

2.2 End User List. Periodically throughout the term of the Agreement, AT&T will provide Customer with a list of End Users that have signed up for Service under Customer's account. Unless Customer notifies AT&T within thirty (30) days from the receipt of the list that any of the End Users were improperly activated under its account or should be removed from Service under this Agreement, the listed End Users shall be deemed approved End Users by Customer and will be incorporated into the Agreement.

2.3 Options. Each delivery order, whether for an initial base period or a renewal period shall expire on the date specified in the delivery order. Subject to Subparagraphs 2.3.1 and 2.3.2 of this Paragraph 2.3 and Paragraph 6 below, Customer has the option to renew each delivery order, for all but not less than all of the Services, each fiscal year or other date specified in the delivery order for renewals at the stipulated charges. If Customer exercises its option to renew a delivery order, the relevant delivery order, as renewed, shall include an option to renew such delivery order for additional 12-month periods.

2.3.1 Intention To Renew. It is the intent of the Customer placing a delivery order for Service to extend this Agreement and each delivery order until at least completion of the term for each End User activated hereunder. Customer shall use its best efforts to obtain appropriation of the necessary funds to meet its obligations under each delivery order and to continue this Agreement for at least the full term for each End User. Customer shall not replace the Services acquired hereunder with functionally equivalent services during the term specified in the delivery order for such Services. Customer agrees to notify AT&T in writing sixty (60) calendar days prior to the expiration of any delivery order with respect to the Government's intent to renew. Such notice to renew shall not bind the Government.

2.3.2 Exercise of Option. Customer shall provide AT&T with written notice of exercise of each renewal option as soon as practicable, but in no event later than (10) business days after the Customer receives notice of availability of fiscal year appropriations from the appropriate legislative or other authority of the Government. Customer has no right to cancel, non-renew, terminate, or discontinue this Agreement or any delivery order issued for the Service except as provided for in Paragraph 7 below.

3. Invoicing Options.

3.1 End User Invoicing. Unless Customer exercises its option for Corporate Invoicing under paragraph 3.3 below, or Customer selects a rate plan that does not permit End User invoicing, AT&T will send invoices for services to End Users as directed by Customer.

3.2 Corporate Invoicing. Customer may elect a corporate remittance option under which Customer will receive an invoice consolidating End User invoices as described below.

3.2.1 Corporate Billing Information. AT&T will consolidate the information contained on the bills for End Users on a single account within a single AT&T Market and provide Customer with a corporate invoice (the "Invoice") which contains a summary of charges as well as detailed usage information for each Number on the account.

3.2.2 Delivery of Invoice. AT&T will provide the Invoice to Customer each month and the Invoice will include usage charges for the preceding calendar month.

3.2.3 Customer Obligations. Customer agrees to promptly notify AT&T of any End User telephone numbers to be added to or deleted from the Invoice.

3.2.4 Events Upon Termination. Upon termination of corporate invoicing, Customer shall immediately pay all amounts owing to AT&T on Invoices provided to Customer, whether due or to become due. Customer acknowledges that, due to various billing cycles, it may not receive a final Invoice for up to three calendar month cycles after the termination of corporate invoicing. AT&T may forward to Customer any Bills received after the date of Customer's written cancellation notice.

3.3 Customer Election. Customer will make its election of invoicing options through the purchase order issued by Customer which first establishes Customer's account.

3.4 Change of Election. Customer may change its election under this paragraph upon ninety (90) days prior written notice to AT&T. In the event of any such change, Customer shall pay AT&T a processing fee in the amount of the greater of (a) \$2,500 or (b) \$10 per End User.

3.5 Corporate Liability. Under either invoicing option set forth above, Customer remains liable to AT&T for all charges under all invoices, regardless of whether such charges were incurred by Customer or agencies.

4. Payment.

4.1 Charges. Customer shall pay: (a) Service charges for all calls processed through Numbers and all actual kilobytes transmitted through the Equipment (even if the connection is dropped or the data is not actually received) including, without limitation, local airtime charges, long distance charges, features charges and roaming charges; (b) Equipment charges; and (c) any and all taxes and governmental impositions described in §6 below. AT&T will charge 800, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Customer may receive a separate bill for some long distance charges. Payment for Equipment, Service or any other charges shall be due upon Customer's or End User's receipt of the invoice at locations determined by Customer and AT&T. Billing cycle end dates may change from time to time. For Calling Plans where a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations.

4.1.1 Voice Service. The length of a call is measured during the time that the End User is connected to the wireless system, which is approximately from the time the End User presses "Send" or another appropriate key to initiate or answer a call until approximately the time the End User presses "End" or another appropriate key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next, and charged as a full minute. If an incoming call has been forwarded to another phone number, Customer will be charged for the entire time that the switch handles the call. For calls made from or received in the End User's local area, Customer will not be charged for busy or unconnected calls if the End User presses "End" or "No" within a reasonable time. If Equipment is used as a pager, Customer will be charged for messages as described in the selected rate plan. If a selected calling plan or rate plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, or text messages), unused allotment of such services from one billing cycle will not carry over to any other billing cycle.

4.1.2 Wireless Data Service. Unless the selected Wireless Data Service rate plan provides otherwise, Wireless Data Service usage is aggregated over a billing cycle, with any partial kilobyte of data used in that billing cycle being rounded up to a full kilobyte.

4.2 Disputed Charges. In the event of a disputed invoice, Customer agrees to pay the entire undisputed amount of such invoice by the due date and to include with the remittance sufficient detail for AT&T to

ascertain what amount is not in dispute, what amount is in dispute and why. Customer, AT&T and Carriers shall use their good faith efforts to reconcile the disputed amount within sixty (60) days of the invoice date. Any disputes unresolved at that time shall be resolved pursuant to FAR 52.212-4(d) Contract Terms and Conditions – Commercial Items, incorporated at paragraph 27 of this Agreement.

5. Taxes. Except to the extent Customer is exempt from the following taxes and governmental impositions, Customer will pay any applicable federal, state and local sales, public utilities, gross receipts, or other taxes, surcharges, assessments, recoveries or fees imposed upon AT&T or a Carrier as a result of the use of Service under this Agreement.

6. Termination.

6.1 Customer Termination Rights. Customer has no right to cancel, non-renew, terminate or discontinue this Agreement or any delivery order issued for the Service, except as provided for herein in this Paragraph 6.1:

6.1.1 Termination For Convenience. Customer may terminate this Agreement and any delivery order in accordance with Paragraph l (Termination for Convenience) of FAR Clause 52.212-4 (Contract Terms and Conditions – Commercial Items) which is set forth in AT&T' underlying schedule contract. In the event the Government terminates any delivery order for convenience, Customer shall pay to AT&T all charges incurred as of the termination date and an early termination charge ("Termination Charge") equal to, with respect to each End User who was active on AT&T Service for less than twelve months, \$10 times the number of months less than twelve which such End User was active on AT&T Service as of the termination date.

6.1.2 Non-Renewal. In the event that Customer does not renew this Agreement or any delivery order at the end of any fiscal year or other date specified in the delivery order for renewals for reasons other than a Non-Appropriation (as defined below) or default by AT&T, Customer will pay the Termination Charge to AT&T.

6.1.3 Termination For Non-Appropriation. Customer reasonably believes that funds in an amount sufficient to make all payments due for the term can be obtained and will use its best efforts and take all reasonable positive action to obtain and maintain such funds. Nevertheless, Customer will not be in default for nonpayment so long as (a) the funds needed for payment for the Service require appropriation by the United States Congress, (b) Customer has made best efforts to request and secure such funding from the United States Congress, (c) such funds for the Service or any other service performing substantially the same functions are not appropriated for any fiscal year during the term, and (d) such funds are not available through a reallocation or reprogramming of other appropriated or non-appropriated funds in the Government's discretion without legislative action (collectively a "Non-Appropriation"). If a Non-Appropriation of this kind occurs, Customer will promptly notify AT&T, and the relevant delivery order and this Agreement will terminate at the end of the fiscal year for which funds were appropriated. Evidence of Non-Appropriation shall be provided to AT&T upon request. Such evidence, at a minimum, shall include a written statement with supporting documentation from the contracting officer or other person authorized to bind the Government that the required fiscal year funds were requested but that no such funds for the Service or for services performing substantially equivalent functions were appropriated. Except for charges incurred as of the date of such termination, Customer shall have no further financial obligations to AT&T under this Agreement or the relevant delivery order.

6.1.4 Termination For Default. Customer may terminate this Agreement and any delivery order for cause in accordance with Paragraph m (Termination for Cause) of FAR Clause 52.212-4 (Contract Terms and Conditions – Commercial Items) which is set forth in AT&T'S underlying schedule contract.

6.2 AT&T Termination For Breach By Customer. If Customer fails to perform or observe (or to commence and diligently prosecute activities which will result in performance or observance of) any other material term or condition of this Agreement within thirty (30) days after receipt of written notice from AT&T of

such failure, Customer shall be in default and AT&T may terminate this Agreement. Customer shall pay to AT&T all charges and expenses incurred as of the termination date and the Termination Charge.

7. Customer Use of Service. Neither Customer nor End Users shall use the Service or Equipment for any unlawful purpose. AT&T may require Customer to change Numbers from time to time. AT&T will make its best reasonable efforts to provide written notice of such change to Customer and to minimize such changes. AT&T may suspend Service to any Number if AT&T believes the Number is being used in an abusive or fraudulent manner. Before AT&T suspends any Service under this paragraph, AT&T will attempt to give Customer four (4) hours notice of its intent to cancel. If, within such four-hour period, Customer does not instruct AT&T to retain Service, AT&T shall cancel such Service and Customer shall indemnify and hold AT&T harmless against any claim or liability, including attorneys' fees and costs, arising from the cancellation. In the event Customer instructs the AT&T to retain Service, Customer shall 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. Additionally, Customer agrees to adopt any reasonable fraud prevention or fraud reduction process 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 process or products. Customer is responsible for all content transmitted by Customer via the Service.

8. Resale/Third Party Use Exclusion. The program provided by AT&T under this Agreement is primarily for the use of Customer and its End Users in the course of government business. Customer shall not be permitted to resell Service or any other Program components to third parties.

9. Patents/Copyright. Notwithstanding Paragraph (h) (Patent Indemnity) of FAR Clause 52.212-4 (Contract Terms and Conditions – Commercial Items) which is set forth in AT&T' underlying schedule contract, the following obligations apply:

9.1 **AT&T Obligations.** AT&T will indemnify, defend or settle, at its own expense, any claim or suit against Customer alleging that AT&T'S or Customer's use of Service as contemplated by this Agreement, infringes any United States copyright, patent, trademark or trade secret except where such suit or claim arises out of or results from Customer's use of content in connection with the Service, modifications to the Service made by or combinations of the Service with services or products provided by Customer or others, AT&T'S adherence to Customer's written instructions or specifications, or use of Service in violation of this Agreement. AT&T will also pay all costs and damages that by final judgment or any settlement may be assessed against Customer due to such infringement.

9.2 **Conditions to AT&T Obligations.** AT&T'S obligations are expressly conditioned upon the following: (a) Customer shall promptly notify AT&T in writing of such claim or suit; (b) AT&T shall have sole control of the defense or settlement; provided, however, that AT&T shall not enter into any settlement that obligates Customer to take any action or incur any expense without Customer's prior written consent, and further, provided that Customer shall have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any such claim or suit; (c) Customer shall cooperate with AT&T at AT&T'S expense, in a reasonable way to facilitate settlement or defense; (d) the action does not arise from Customer's modification of Service without AT&T'S prior written consent, or to the extent the action is based upon the operation, combination or use of Service, without AT&T' prior written consent, with products or services provided by Customer or others.

9.3 **AT&T Options.** If AT&T becomes, or in AT&T'S opinion is likely to become, the subject of a claim of infringement, AT&T will, at its option: (a) procure for Customer the right to continue using Service; (b) modify Service so it becomes non-infringing and performs in a substantially similar manner; (c) replace Service with a non-infringing service or product substantially complying with AT&T specifications; or (d) if none of the foregoing alternatives is available on terms that are reasonable in AT&T'S judgment, terminate this Agreement, upon written notice to Customer. Upon any such termination, Customer shall have no financial obligations to AT&T, except for charges incurred as of the date of termination.

10. Warranty. Notwithstanding FAR clause 52.212-4(o) Warranty, AT&T warrants that Service will be provided in a manner using the reasonable care and skill of a competent telecommunications services provider. Products or services sold or provided under another contract or tariff are governed solely by the terms of that contract or tariff, including any warranties, guarantees, or other obligations of AT&T under that contract or tariff. If the language in Customer's purchase order conflicts or is inconsistent with the paragraph, this paragraph will control.

11. No Other Warranty. Notwithstanding FAR clause 52.212-4(o) Warranty, except as provided above, AT&T makes no other warranties, express or implied, regarding Equipment or the Service, including any warranties of merchantability or fitness for a particular purpose. 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. Customer acknowledges that AT&T is not the manufacturer of Equipment purchased by Customer in connection with use of the Service.

12. Limitation of Liability.

12.1 **Service Failures.** AT&T'S liability for any Service failure greater than twenty-four (24) hours shall in no event exceed the recurring Service charges during the affected period. In no event shall AT&T be liable to Customer for any damages or reimbursement for any service failure less than twenty-four (24) hours. AT&T'S liability in the event any Number is connected to a long distance company not chosen by Customer shall be limited to correcting the long distance company connected at no charge to Customer.

12.2 **Consequential Damages and Injuries to Persons or Property.** Neither party will be liable to the other party for (a) any special, punitive, indirect, incidental or consequential damages or (b) injuries to persons or property arising from the other party's use of the Equipment or Service.

13. Confidentiality.

13.1 **Agreement Confidential.** The terms and conditions of this Agreement are confidential and shall not be disclosed by a party to any third party without the prior written consent of the other party, and no public statements or announcements shall be issued by either party relating to this Agreement without the prior written consent of the other party, provided that nothing herein shall 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 AT&T, regulations or generally accepted accounting principles. Such party shall furnish prior notice thereof to the other party prior to such disclosure.

13.2 **Confidential Information.** The parties may, from time to time, exchange information in the performance of their obligations under this Agreement which either party may mark conspicuously as "Confidential Information." Confidential Information shall include but not be limited to any information made available to Customer through electronic means. Each party agrees that, unless in the public domain or disclosure is required by law or judicial order or subpoena, both during the term of this Agreement and at all times thereafter, such Confidential Information shall remain the property of the disclosing party; shall not be used or disclosed to any person, firm, corporation or other entity; and shall not in any other way be publicly or privately disseminated except as provided above. Upon termination of this Agreement, all Confidential Information shall, at the request of the disclosing party, be promptly returned to the disclosing party or destroyed.

14. Publicity and Advertising. Neither party shall publish or use any advertising, sales promotions, press releases or other publicity which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

15. Privacy. Although the law generally prohibits third parties from listening to wireless calls, AT&T cannot guarantee privacy. Customer agrees that AT&T shall not be liable for any lack of privacy while Services is in use. Customer authorizes AT&T'S monitoring and recording of calls to AT&T concerning Customer's account



or service. AT&T has the right to intercept and disclose any calls sent over its facilities in order to protect its rights or property.

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

17. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other and such consent shall not be unreasonably withheld

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

19. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (unless otherwise specified in the Agreement) and shall 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 the addresses indicated below. The parties may change the addresses on thirty (30) days' written notice.

If to AT&T:

AT&T MOBILITY LLC
P.O. Box 97061
Redmond, WA 98073
Attn: Business Marketing
With a copy to Legal Department

If to Customer:

Attn: _____

20. "Affiliate" or "Subsidiary". "Affiliate" or "subsidiary" means an entity controlling or controlled by or under common control with a party, where control is defined as the ownership of at least fifty percent of the equity or beneficial interest of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity. AT&T must approve in writing any agencies added to Exhibit A after the effective date of this Agreement.

21. "AT&T," or "Party". "AT&T" or "party" when it refers to AT&T includes AT&T, its parent, subsidiaries, affiliates, and their respective employees, officers, agents and subcontractors.

22. Governing Law. This Agreement is subject to applicable federal AT&T and tariffs, if any, and the AT&T of the state where Service is provided, if any, only to the extent that they do not conflict with federal AT&T. In the case of a conflict between such state law and federal law, federal law shall control.

23. GSM™/GPRS Service. To the extent Customer orders GSM™/GPRS Service (a.k.a. "Wireless Mobile Internet Service") from AT&T under this Agreement, Customer hereby agrees to the corresponding terms and conditions for such Service, which are set forth on Exhibit B-1, attached hereto and incorporated herein by reference.

24. AT&T Mobility Solutions – BlackBerry™. To the extent Customer orders AT&T MOBILITY Business Solutions – BlackBerry™ (a.k.a. the “BlackBerry Solution”) from AT&T under this Agreement, Customer agrees to: (a) the corresponding terms and conditions for such service and corresponding products, which are set forth on Exhibit B-2, attached hereto and incorporated herein by reference; and (b) the corresponding terms and conditions for GSM™/GPRS Service, which are set forth on Exhibit B-1.

25. Incorporation of Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference: Exhibit A – Customer and Agencies, Exhibit B – AT&T Markets, Exhibit B-1 – AT&T MOBILITY Mobile Internet Service, and Exhibit B-2 – AT&T MOBILITY Solutions – BlackBerry™.

EXHIBIT B-1**TERMS AND CONDITIONS APPLICABLE TO AT&T MOBILITY Mobile Internet Service**

1. AT&T MOBILITY Mobile Internet Service. Pursuant to the terms and conditions of this Exhibit, AT&T will provide Service to Customer and its End Users through Equipment that accesses AT&T' GSM™/GPRS network ("Wireless Mobile Internet Service"). Except as specifically provided for in this Exhibit, the term "Service" under the Agreement will include Wireless Mobile Internet Service.
2. Availability. Wireless Mobile Internet Service is available for purchase in select AT&T Markets set forth in Exhibit B, as may be amended from time to time. AT&T may choose to block access to certain websites if, in AT&T's sole discretion, AT&T is experiencing excessive billing, collection or fraud problems with access to those sites.
3. Rate Plans. Customer may choose from generally available AT&T MOBILITY GSM™/GPRS rate plans within each AT&T Market, provided Customer and/or the corresponding End User qualifies. Customer must comply with all of the terms and conditions related to such rate plans, which are incorporated herein by reference, as may be modified in accordance with the Agreement. These AT&T MOBILITY GSM™/GPRS rate plans are only available for use with Wireless Mobile Internet Equipment (see §4 below).
4. Equipment. With respect to Wireless Mobile Internet Service, Customer may purchase available Wireless Mobile Internet Equipment the list of which is set forth in the Pricing Section of the Agreement, as may be modified from time to time. The term "Wireless Mobile Internet Equipment" means the SIM (Subscriber Identity Module) Card and wireless receiving and transmitting equipment that AT&T has authorized to be programmed with a Number for use with Wireless Mobile Internet Service. Except as specifically provided for in this Exhibit, the term "Equipment" under the Agreement will also include Wireless Mobile Internet Equipment. Wireless Mobile Internet Equipment is incompatible with TTY, which may prevent emergency calls.
5. Discounts.
 - 5.1 Tier II Offer Service Discounts. Customers participating in AT&T's Aggregate Volume Reward Program ("AVR") under a Tier II Offer ("Tier II Customers") expressly understand and agree that Qualified Charges incurred in connection with ALL Wireless Mobile Internet Service will NOT receive any Service discount.
 - 5.2 Tier III Offer Service Discounts. For Customers participating in AT&T's MAC-based Service Discount Program under a Tier III Offer ("Tier III Customers"), Qualified Charges incurred in connection with Voice Service under Wireless Mobile Internet Service will receive the Service discounts set forth in Exhibit F-1.

For such Tier III Customers, Qualified Charges incurred in connection with Wireless Data Service under Wireless Mobile Internet Service will receive the Service discount in accordance with the table set forth immediately below:

MAC	Wireless Data Service Discount
\$45,000	2%
\$100,000	2%
\$200,000	3%
\$400,000	3%
\$700,000	4%
\$1,100,000	4%
\$1,600,000	5%
\$2,200,000	5%
\$2,900,000	6%
\$3,700,000	6%
\$4,700,000	7%
\$6,000,000	7%
\$8,000,000	8%
\$11,000,000	8%

5.3 Invoicing. Regardless of the method Customer has selected to receive the Service discount, Service discounts related to Wireless Mobile Internet Service can only be applied through a direct credit to an End User's invoice.

6. Eligibility Requirements, AVR Contribution, and MAC Contribution.

6.1 Eligibility Requirements. Subject to any restrictions set forth in the Agreement, Customer's End Users, together with their respective Wireless Mobile Internet Service usage will count towards all Customer's eligibility requirements under the Agreement.

6.2 AVR Contribution. Tier II Customer's End Users' Wireless Mobile Internet Service usage will NOT contribute to the monthly volume of Qualified Charges.

6.3 MAC Contribution. Tier III Customer's End Users' Wireless Mobile Internet Service usage will contribute to Customer's MAC.

7. WIN Advantage™ Exclusion. Wireless Mobile Internet Service information will not be included in WIN Advantage.

8. Extranet Advantage Limitation. Customer will not be able to purchase, order or activate Wireless Mobile Internet Service or Wireless Mobile Internet Equipment through Extranet Advantage.

9. Additional Terms and Conditions for Wireless Mobile Internet Service In addition to the terms and conditions of the corresponding AT&T MOBILITY GSM™/GPRS rate plans, the following terms and conditions apply to Wireless Mobile Internet Service:

9.1 Charges. When using the AT&T network, for all incoming and outgoing voice Wireless Mobile Internet Service, the length of the call will be measured during the time that the call is connected to AT&T's system, which is approximately from the time the End User presses "Send" or other key to initiate or answer a call until approximately the time the first party terminates the call. Customer is responsible for all data usage sent through AT&T's network and associated with the Wireless Mobile Internet Equipment, regardless of whether the Wireless Mobile Internet Equipment actually receives the information. In some cases AT&T's network will re-send certain packets to ensure complete delivery, in these cases Customer will be responsible for paying for the re-sent packets. Utilizing compression solutions may or may not impact the amount of kilobytes for which Customer is billed. Wireless Mobile Internet Service will be calculated and billed in kilobytes. A new data session starts every time an End User accesses AT&T's data network. It ends when such End User leaves AT&T's data network (e.g. by switching to voice mode or using a function outside of the data browser). In some cases, if the End User leaves AT&T's data coverage area or accepts a voice call while in data mode, and resumes data activity within a brief period of time, the data session will continue. At the end of every data session, or once every 24 hours if a session lasts longer than 24 hours, AT&T's system will create a billing record. The usage for that billing record will be rounded up to the next kilobyte and a cost will be associated with that billing record and rounded to the nearest cent. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes.

9.2 Use of Service and Equipment. Customer consents to receiving advertising, alerts and other broadcast messages. Each Wireless Mobile Internet Service can only have a limited number of active promotions and features. The Wireless Mobile Internet Equipment has been manufactured to operate exclusively with Wireless Mobile Internet Service provided by AT&T. The Wireless Mobile Internet Equipment will only accept a SIM Card provided by AT&T and cannot be activated with any other wireless carrier.

9.3 Equipment Compatibility. All Wireless Mobile Internet Equipment sold by AT&T to Customer will be compatible only with Wireless Mobile Internet Service provided by AT&T and will meet federal standards. To the extent Customer obtains other wireless receiving and transmitting equipment that it intends to use with the Wireless Mobile Internet Service, Customer is responsible for ensuring that such equipment is compatible with the Wireless Mobile Internet Service provided by AT&T and meets federal standards.

10. General Terms and Conditions. In addition to the terms and conditions set forth elsewhere in the Agreement, the following terms and conditions apply to all Service:

10.1 Toll Free Calls. AT&T will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Customer is liable for such charges.

10.2 Certain Taxes. A portion of the monthly charges may constitute charges for Internet access and other data-centric services that may not be taxable under the federal Internet Tax Freedom Act and/or applicable state's AT&T as currently in effect. If applicable, tax for this portion will not be added to the invoice.

10.3 Billing Cycle Issues. With respect to Service, billing cycle end dates may change from time to time. For Service rate plans where a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations. If a selected Service calling plan or rate plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, or text messages), unused allotment of such services from one billing cycle will not carry over to any other billing cycle.

11. Changes to Numbers. Customer has no ownership rights to the Number, any Internet protocol address or any e-mail address provisioned by AT&T to be used with Service, and Customer agrees that AT&T may change any such Number, Internet protocol address or e-mail address at any time with or without prior notice. The definition of the term "Number" under the Agreement is expanded to include data and/or messaging number(s) activated with Service or transferred under the Agreement.



12. Additional Disclaimers. In addition to the disclaimers set forth in the Agreement, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES THAT SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS).

13. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Exhibit, apply throughout all such documents.

AT&T MOBILITY Government Terms and Conditions for Tier II

1. Incorporation of Tier I Offer. Unless otherwise expressly amended below, all terms and conditions of the Agreement and General Terms and Conditions applicable to AT&T's Tier I offer as set forth above are hereby incorporated into these terms and conditions for AT&T's Tier II offer. The terms and conditions set forth below supplement the terms and conditions of the Tier I offer.

2. Program Eligibility Requirements. Customer must at all times meet the following minimum End User, Usage, and Revenue Commitments throughout the term of the Agreement in AT&T Markets. For the purpose of determining Customer's continued eligibility, AT&T may review Customer's activity under this Agreement at any time.

2.1 Minimum End User Commitment. Customer must have a subscription level of at least 50 separate End Users. If AT&T reasonably determines that Customer will not achieve this Minimum Commitment within ninety (90) days of the date of this Agreement or will not maintain this Minimum End User Commitment during the term of the Agreement, AT&T may elect to terminate this Agreement upon sixty (60) days prior written notice to Customer.

2.2 Minimum Usage Commitment. Customer must use a volume of Service such that AT&T will achieve a minimum level of usage from Customer under this Agreement. This Minimum Usage Commitment shall average at least sixty (60) minutes of use per End User per month in the aggregate. For the purposes of this paragraph, monthly minutes of use included within calling plans subscribed to by End Users will be included in the aggregate number of minutes used to calculate this Minimum Usage Commitment. In the event that Customer fails to achieve the Minimum Usage Commitment as determined on an annual average, AT&T may elect to terminate this Agreement upon sixty (60) days prior written notice to Customer.

2.3 Minimum Revenue Commitment. Customer must use a volume of Service such that AT&T will realize Service Revenue, as defined in Exhibit C, of at least \$45,000 per year. In the event Customer fails to achieve the Minimum Revenue Commitment in any year, Customer shall pay AT&T the difference between the Minimum Revenue Commitment and the amount that Customer actually paid for Service usage in such year.

3. Service Discounts. In the event that Customer satisfies the discount eligibility requirements, Customer will qualify for certain Service discounts as set forth in Exhibit C. Notwithstanding the foregoing, Customer expressly understand and agrees that Qualified Charges (as defined in Exhibit C) incurred in connection with Voice Service and Wireless Data Service under Wireless Mobile Internet Service will NOT receive the Service discounts set forth in this Agreement. In connection with that, Customer expressly understands and agrees that the BlackBerry Solution utilizes Wireless Mobile Internet Service and, accordingly, the BlackBerry Solution will similarly NOT receive the Service discounts set forth in this Agreement.

4. Billing Services. Customer will receive certain billing analysis tools using the AT&T MOBILITY Information Navigator® Advantage (the "WIN Software") as described below.

4.1 Reports and Tools. AT&T will provide the following monthly reports and tools (the "Reports and Tools") to Customer on a compact disc using the WIN Software: (a) Management Reports - summary information presented in multiple reports, (b) Billing Manager - customization tool to assign subscribers to cost centers, and (c) Exceptional Reporting - database tool to analyze Service usage information.

4.2 Licensing and Product Support. Customer understands and agrees to accept licensing and product support, provided in Exhibit D.

4.3 Computer Requirements. To utilize the billing analysis tools on the WIN Software, Customer must have access to a computer which complies with configuration requirements published by AT&T from time to time.

5. Corporate Invoicing. In the event that Customer chooses consolidated invoicing under Section 4.3 of the Tier I General Terms and Conditions, AT&T will provide the Invoice to Customer through the WIN Software on compact disc(s). There are no restrictions on the number of AT&T Markets that can be included on the Invoice.

6. Term. The provision labeled "Term" in the Tier I offer is hereby deleted and replaced with the following:

This Agreement is for a term of two (2) years beginning on the date set forth above comprised of an initial base period of twelve (12) months plus one 12-month option period. The total 2-year term and all options shall be reflected in each delivery order issued to acquire the Service. Delivery orders shall not be deemed to obligate succeeding fiscal year funds. However, delivery orders that are funded by annual (fiscal year) appropriations may provide for initial base periods that cross fiscal years so long as the initial base period and each option period does not exceed a 12-month period. In addition, where a Customer's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the Customer may place a delivery order and obligate funds for the entire 2-year term, notwithstanding any intervening fiscal years. At the end of the 2-year term, this Agreement shall, upon agreement of the parties, renew for successive 12-month periods. Termination, expiration or modification of AT&T underlying schedule contract shall not affect any delivery orders issued thereunder prior to such termination, expiration or modification, including the option to renew such delivery orders.

7. Options. Section 3.3 in the Tier I offer is hereby deleted and replaced with the following: 3.3 Options. Each delivery order, whether for an initial base period or a renewal period shall expire on the date specified in the delivery order. Subject to Subparagraphs 3.3.1 and 3.3.2 of this Paragraph 3.3 and Paragraph 7 below, Customer has the option to renew each delivery order, for all but not less than all of the Services, each fiscal year or other date specified in the delivery order for renewals at the stipulated charges. If Customer exercises its option to renew a delivery order, the relevant delivery order, as renewed, shall include an option to renew such delivery order for additional 12-month periods until the completion of the 2-year term.

7.1.1 Intention To Renew. It is the intent of the Customer placing a delivery order for Service to exercise each renewal option and to extend this Agreement and each delivery order until at least completion of the 2-year term. Customer shall use its best efforts to obtain appropriation of the necessary funds to meet its obligations under each delivery order and to continue this Agreement for at least the full 2-year term. Customer shall not replace the Services acquired hereunder with functionally equivalent services during the 2-year term specified in the delivery order for such Services. Customer agrees to notify AT&T in writing sixty (60) calendar days prior to the expiration of any delivery order with respect to the Government's intent to renew. Such notice to renew shall not bind the Government.

7.1.2 Exercise of Option. Customer shall provide AT&T with written notice of exercise of each renewal option as soon as practicable, but in no event later than (10) business days after the Customer receives notice of availability of fiscal year appropriations from the appropriate legislative or other authority of the Government. Customer has no right to cancel, non-renew, terminate, or discontinue this Agreement or any delivery order issued for the Service except as provided for in Paragraph 8 "Termination" below."

8. Wireless Data Service Limitations. Qualified Charges incurred by Customer with respect to Wireless Data Service (excluding such Qualified Charges incurred in connection with AT&T MOBILITY Digital PocketNet® (a) DO NOT qualify for any Service discount provided for in this Agreement; and (b) DO NOT contribute to Customer's monthly volume of Qualified Charges.



9. Termination Charge. The Termination Charge is hereby changed to be the sum of (a) \$5,000 times the number of months remaining in the relevant two (2) year term as of the termination date, up to a maximum of \$75,000, and (b) with respect to each End User who was active on AT&T Service for less than twelve months, \$10 times the number of months less than twelve which such End User was active on AT&T Service as of the termination date. Part (a) of the Termination Charge will not apply in the event that this Agreement terminates more than 24 months after the original date of the Agreement.

10. AT&T ExtraNet Advantage. Customer will have access to AT&T Extranet Advantage under the rules and policies set forth in Exhibit E.

11. Incorporation of Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference: all Exhibits incorporated into the Tier I Offer; Exhibit C – Service Discount and Eligibility Requirements; Exhibit C-1 – Discount Table; Exhibit D – Wireless Information Navigator Licensing and Product Support; Exhibit E – ExtraNet Advantage Rules and Policies; and Exhibit E-1 – AT&T MOBILITY Text Messaging for Government Accounts Terms and Conditions.

Exhibit C**SERVICE DISCOUNT AND ELIGIBILITY REQUIREMENTS**

1. Eligibility Requirements. In order to receive the Service discounts described in this Exhibit, Customer must meet and continue to meet the following conditions. In the event Customer fails to comply with any one of these requirements, Customer will not receive the discounts for the period in which Customer failed to comply.

1.1 Compliance. Customer shall remain in full compliance with the terms, conditions and requirements of this Agreement.

1.2 Use of AT&T Name. Customer must inform End Users that Service is being provided by "AT&T MOBILITY Services."

2. Discount. Subject to the terms and conditions of this Agreement, Customer will receive a Service discount based upon the monthly volume of Qualified Charges incurred by Customer in AT&T Markets. This monthly Service discount will be calculated in accordance with the Discount Table set forth in Exhibit C-1.

3. Qualified Charges. Subject to the limitations set forth in §3.1 below, "Qualified Charges" means the following undiscounted Service charges: (a) one-time charges for Service activation, conversion, and charges for changing rate plans, (b) monthly wireless access charges, (c) home wireless airtime charges, (d) roaming airtime charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets, (e) charges for detail billing, (f) charges for tethering, and (g) charges for additional wireless service features such as voice mail, but excluding enhanced features such as directory assistance or fee-based information services where AT&T pays a fee to a third-party vendor for use of the feature.

3.1 Wireless Data Service Limitations.

(a) Except for AT&T MOBILITY Digital PocketNet® Service charges, any and all other Qualified Charges incurred by Customer with respect to Wireless Data Service Calling Plans do not qualify for any Service discount provided for in this Agreement. AT&T reserves the right to apply any applicable Service discount to Qualified Charges incurred by Customer with respect to Wireless Data Service Calling Plans in the future without notice to Customer; and

(b) To the extent any Wireless Data Service charges are eligible for the Service discount, such charges must be invoiced together with Voice Service charges in order to be deemed Qualified Charges.

4. Non-Qualified Charges. The Service discount shall not apply to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) all charges for Equipment, (d) roaming charges in areas other than AT&T Markets, (e) all taxes, and (f) all other charges not described in paragraph 3 above.

5. Application of Discounts. The Service discount is determined monthly. Customer may elect to receive the Service discount either as a consolidated amount based on the entire amount of Qualified Charges incurred by Customer or as an applied Service discount to individual End Users' monthly invoices. If Customer elects a consolidated total Service discount, AT&T shall, within thirty (30) days after the due date of the applicable invoice, issue a check to Customer equal to the monthly Service discount or AT&T shall issue a corporate credit to Customer's consolidated invoice, equal to the monthly Service discount, within sixty (60) days of the due date of the applicable invoice. If Customer elects application of the Service discount to End User's invoices, the Service discount earned in the prior month shall be applied to the then-current month's invoice. This election will be made on the purchase order which establishes Customer's account.

6. Qualifying Calling Plans. AT&T may restrict certain calling plans from qualifying for Service discounts. AT&T agrees to advise Customer when such restrictions affect Customer.

7. Limitation of Liability. AT&T shall not be liable for any damages resulting from any failure by AT&T or its billing vendors to properly calculate and apply the Service discount. AT&T and Customer shall reconcile any miscalculation on the following month's invoice.

Exhibit C-1**DISCOUNT TABLE**

Monthly Qualified Charges	Discount
\$25,000 – 49,999	2%
\$50,000 – 99,999	4%
\$100,000 – 249,999	5%
\$250,000 – 499,999	7%
\$500,000 and more	9%

Exhibit E**AT&T MOBILITY Government Extranet Advantage Rules and Policies**

1. **AT&T Extranet Advantage.** AT&T will provide Customer with access to AT&T MOBILITY Extranet Advantage ("Extranet") subject to the terms and conditions of the Agreement and this Attachment.
2. **Access to Extranet.**
 - 2.1 **Hyperlink.** Customer will create and maintain a hyperlink from its Intranet to Extranet (the "Hyperlink"). The Hyperlink must not result in any framing of Extranet. 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 Extranet through the Hyperlink, and will not access any information other than Service information through Extranet. Customer will ensure that its employees comply with the provisions of this §2.
 - 2.2 **Username and Password.** AT&T will coordinate with Customer to establish a unique username and password (the "Password") for accessing and using Extranet. 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 Extranet in connection with that Password. AT&T may rely on the authority of anyone accessing Customer's AT&T account, through Extranet or otherwise, using Customer's Password.
3. **Privacy.** 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 Extranet. AT&T's security features include secure socket layer (SSL) encryption technology and password restrictions.
4. **Modification.** AT&T may, at any time, and in its sole discretion, modify, enhance, discontinue and/or add to Extranet and any and all aspects thereof.
5. **Disclaimer of Warranties.** EXTRANET, 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 EXTRANET, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES THAT EXTRANET 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.
6. **Additional Limitation of Liability.** AT&T will not be liable for any delays in providing information on Extranet or any failure of such web site. Notwithstanding anything to the contrary in the Agreement, Customer's sole and exclusive remedy for any damages, losses, claims, costs and expenses arising out of or relating to Extranet will be the termination of Customer's access to Extranet.
7. **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 Extranet; 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).

8. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Exhibit, apply throughout all such documents.

EXHIBIT E-1

AT&T Text Messaging for Government Accounts Terms and Conditions

1. Text Messaging for Large Accounts Service. Pursuant to the terms and conditions of this Attachment and the Agreement, AT&T, through Carriers, will provide to Customer text messaging for large accounts and related service or features as more particularly described in this Attachment (collectively, "Text Messaging Service"). Text Messaging Service includes the transmission of text messages sent through AT&T' Short Message Peer to Peer (SMPP) gateway ("SMPP Gateway") either by Customer to AT&T subscriber recipient(s) that have compatible equipment ("Recipient(s)") or by such AT&T subscribers to Customer (collectively, "Message(s)"). Except as specifically provided for in this Attachment, the term "Service" under the Agreement will include Text Messaging Service.

1.1 Eligibility. To be eligible to subscribe to Text Messaging Service, Customer must: (a) be a member of the AT&T MOBILITY Data Developer Program, and (b) pass appropriate AT&T application testing. Customer's satisfaction of the foregoing eligibility requirements will be determined by AT&T in its sole discretion.

1.2 Customer Responsibilities and Requirements. In addition to the eligibility requirements set forth in §1.1 above, Customer must satisfy the responsibilities and requirements set forth in this §1.2 before AT&T will begin providing Text Messaging Service to Customer.

1.2.1 Interconnection. Customer must connect to AT&T' network in order to receive Text Messaging Service. Customer will obtain and pay for all data networking hardware, software and data links required to connect Customer's network to the Text Messaging Service. Any such interconnection or integration must (a) comply with AT&T specifications and/or requirements, and (b) pass any end-to-end testing by AT&T ("End-to-End Testing"). To comply with this §1.2.1, Customer must provide all equipment necessary to establish a frame relay connection to the AT&T network, and install, configure and operate any software required. Customer is responsible for all charges for this connection. Customer may subscribe to the AT&T MOBILITY Connectivity Option, found at http://search.AT&T.com/search?q=text+messaging&proxycustom=3CHOME%2F3E&sort=date%3AD%3AL%3Ad1&output=xml_no_dtd&ie=UTF-8&lr=lang_en&client=AT&T_frontend&numgm=5&y=13&oe=UTF-8&proxystylesheet=AT&T_frontend&x=10&site=default_collection, to comply with this §1.2.1.

1.2.2 Connectivity Security. Customer will be responsible for maintaining security for connectivity between Customer and the AT&T network. If the connectivity is achieved solely through the Internet, Customer will use the secure socket layer ("SSL") protocol, or reasonable equivalent, for the duration of any session in which information is passed between Customer and AT&T. The SSL implementation must be approved by AT&T in advance. If the connectivity is achieved through a persistent physical or logical connection (such as a frame relay connection) ("Persistent Connection"), then 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 the Persistent Connection. Customer will complete the AT&T MOBILITY Network and Security found at http://www.AT&T.com/midtolarge/network_security prior to the establishment of a Persistent Connection. The parties will be bound by the terms and conditions of the AT&T MOBILITY Network Connection Supplement, which is incorporated herein by this reference. 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). AT&T reserves the right to suspend or terminate the Persistent Connection in its sole discretion without notice. In the event of termination or suspension of the Persistent Connection, Customer shall not be responsible for performance of any obligations pursuant to the Agreement that cannot reasonably be performed without the Persistent Connection. Notwithstanding anything in the Agreement to the contrary and without limitation as to nature or amount of damages, Customer shall be liable for all loss, costs and damages caused to the AT&T network or other facilities through the Persistent Connection.

2. Availability. Text Messaging Service is available for purchase in select AT&T Markets found at http://search.AT&T.com/search?q=market+coverage&proxycustom=3CHOME%2F3E&output=xml_no_dtd&sort=date%3AD%3AL%3Ad1&ie=UTF-8&lr=lang_en&client=AT&T_frontend&numgm=5&oe=UTF-8&proxystylesheet=AT&T_frontend&site=default_collection

as may be modified by AT&T from time to time. Notwithstanding anything to the contrary in the Agreement, the term "Service Area" as it relates to Text Messaging Service means the operating range of each AT&T MOBILITY 2-Way Text Messaging service area.

3. Term. The term of this Attachment begins upon successful completion of the End-to-End Testing and continues for two (2) years or for the term of the Agreement (including any renewal), whichever is longer. Customer acknowledges and agrees that the term of this Attachment may extend beyond the term of the Agreement, in which case the agreement between the parties with respect to the subject matter of this Attachment will consist of this Attachment and the general terms and conditions of the Agreement, which will continue in full force and effect; provided, however, that any terms and conditions of the Agreement pertaining to CDA program benefits or CDA program requirements (including, but not limited to, (a) rate plan, Service and Equipment availability and pricing, (b) Service discounts and other discounts, (c) special promotions, products, services and/or programs, and (d) minimum usage and eligibility requirements) shall not survive the termination of the Agreement.

4. Rates.

4.1 Rate Plans. Customer may choose from specific AT&T MOBILITY Text Messaging for Large Accounts rate plans found in the Agreement.

4.2 Set-up Charge. Customer will pay AT&T a one time set-up charge of nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) (the "Set-Up Charge"), which will be billed on Customer's first invoice for Text Messaging Service.

5. Other Fees.

5.1 Text Messaging Service Cancellation Fee. Text Messaging Service requires a minimum two (2) year term (as specified in §3 above). Accordingly, if during the first two (2) years of Text Messaging Service, either (a) Customer terminates Text Messaging Service or (b) AT&T terminates Customer's Text Messaging Service, or the Agreement as a whole, following Customer's default, Customer shall pay to AT&T an early cancellation fee of nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) (the "Text Messaging Service Cancellation Fee") in addition to any other amounts due under the Agreement (including, without limitation, the Termination Charge).

5.2 Reactivation Fee. AT&T may require payment of a reactivation fee of up to five hundred dollars (\$500) to reactivate Text Messaging Service following termination or suspension of Text Messaging Service (the "Reactivation Fee").

6. Forecasting and Message Delivery.

6.1 Forecast and Throttling. Customer will provide to AT&T a quarterly projection of its anticipated minimum and maximum usage of the Text Messaging Service, including forecasts of intended peak usage periods. Such forecasts will include the anticipated number of Messages per day and the peak Messages per hour and per minute, as available and applicable. Customer will update these projections and forecasts quarterly. AT&T will assess the requested load forecasts and balance across all Text Messaging Service customers to arrive at a maximum number of Messages that will be sent per second ("Throttling Rate"). If Customer exceeds the acceptable Throttling Rate, Customer will receive an error code for each Message that exceeds the Throttling Rate. Upon receipt of an error code, Customer must stop sending Messages for fifteen (15) seconds and must 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. AT&T may change the Throttling Rate from time to time and shall notify Customer of any such changes.

6.2 Flow Control. In order to be able to transmit additional Messages, Customer may not have more than ten (10) unacknowledged Messages in the queue for transmission ("Flow Control Rate"). The Messages in the queue must be acknowledged before additional Messages will be sent. AT&T may change the Flow Control Rate from time to time and shall notify Customer of any such changes.

6.3 Delivery. AT&T reserves the right to refuse to transmit Messages that violate the law, a governmental order, AT&T' privacy policy or other network or subscriber protective measures. Messages submitted by Customer to AT&T will be transmitted through the SMPP Gateway and transferred to the Recipient. The maximum Message length is limited to one-hundred and sixty (160) characters. The time it takes to transfer to the Recipient and whether the intended Recipient receives the Message is dependent upon the conditions prevailing at the time of submission to AT&T, including whether: (a) the Recipient has compatible equipment ("Recipient Equipment"), (b) the Message is sent to the correct ten-digit telephone number, network entity identifier, or such other data and/or messaging number(s) (collectively "Number(s)"), (c) the Recipient Equipment is turned on and, (d) the Recipient Equipment is within the Service Area, (e) the Recipient Equipment has memory slots available for new messages, and (f) the intended recipient is a Recipient. The timing and quality of Text Messaging Service may be degraded due to capacity and technical constraints when Customer or other SMPP Gateway users are transmitting a large number of Messages. In such instances, delays may be encountered, and AT&T will not be responsible for such Text Messaging Service degradation and will not notify Customer of any delay in delivery of Messages. AT&T will make continued attempts to deliver the Message for a maximum period of seventy-two (72) hours ("Delivery Period") according to AT&T' then current standard retry schedule. Any Messages that remain unsent after the Delivery Period will be discarded without notice to Customer. AT&T may, in its sole discretion increase or decrease the Delivery Period.

7. Privacy of Customer Information. All AT&T subscribers that receive Customer's Message(s) remain AT&T' customer. Customer will adhere to AT&T' privacy policies for AT&T subscribers and will maintain the confidentiality of all AT&T subscriber information and the AT&T subscriber's Number and may only use such information or Number for the permitted purpose hereunder.

8. Routing Numbers.

8.1 Routing Numbers. Customer will use a routing number assigned by AT&T ("Routing Number"), which allows AT&T and Recipients to identify Customer and a return path for Recipients. Customer's Routing Number must be populated as the source address on mobile terminated Messages to allow Recipients to identify or reply to Customer. The Routing Number will consist of a Number (10 digits) or a "Short Code" as defined in §8.2 below. AT&T will assign a Number if Customer does not want mobile originated Message capability. Customers that do not populate the source address with their Routing Number will be denied Service. Customer acknowledges and agrees that Customer has no ownership rights to any Routing Number (including without limitation Short Codes), Internet protocol address, or e-mail address provisioned by AT&T to be used with Text Messaging Service, and that Customer may be required to change such Routing Numbers, Internet protocol addresses, or e-mail addresses from time to time upon notice from AT&T.

8.2 Short Codes. If Customer wants mobile originated Message capability, instead of a Number, AT&T may assign a short code that consists of a four (4) to eight (8) digit numeric alternative ("Short Code") as Customer's Routing Number. It is in AT&T' sole discretion whether to assign a particular Short Code as a Routing Number. Requests for a specific Short Code by Customer will not be accepted. In the event that Customer elects to use a corresponding alphabetic combination to advertise, publish, or otherwise disseminate the numeric Short Code, Customer will indemnify and defend AT&T, in accordance with §12.4 of this Attachment, against any claim or suit alleging that Customer's use of such alphabetic combination infringes any copyright, trademark, or other intellectual property right.

9. End User Opt-in. Customer will only access the SMPP Gateway to (a) transmit or disseminate Messages to Recipients that have specifically authorized Customer to send the quantity and type of Message(s) Customer is transmitting or (b) receive Messages from AT&T subscribers. Customer will provide a mechanism for AT&T subscribers to 'opt-in' to receive Messages from Customer. Customer will be deemed to have received specific

authorization from any of its W-2 employees when the Message that Customer is transmitting is related to Customer's business purpose. Customer must notify all Recipients, including its W-2 employees, that for any Message originated by the Recipient and transmitted to Customer, the Recipient will be charged at the standard text messaging rate reflected in the Recipient's rate plan. Customer will inform Recipients (i) that Recipients have the right to opt-out from receiving future Messages from Customer and (ii) how Recipients can provide such notice to Customer. Customer shall honor any such opt-out requests. From time to time, AT&T has the right to audit Customer's list of AT&T subscribers who have opted-in to receive (or opted-out of receiving) Messages from Customer. Customer agrees to cooperate with AT&T with respect to any such audit. To the extent Customer transmits Messages on another's behalf, Customer will ensure that Customer or the entity for which it is transmitting Messages complies with this §9.

10. Content.

10.1 Transmission of Content. Customer is solely responsible for all content transmitted by Customer through the Text Messaging Service. AT&T is a passive conduit in transmitting and storing Messages and transmitting them to Recipients. Customer will comply with all applicable AT&T, rules and regulations while using Text Messaging Service and will not transmit any communication that would violate any federal, state or local law, court order or regulation. Customer will cooperate with AT&T and/or governmental authorities in investigations alleging a violation of any law, rule or regulation. Customer will comply with applicable international, import and export AT&T.

10.2 Limitations on Transmission of Content. Without limiting the generality of §10.1, above, Customer will not (a) transmit or disseminate material that is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate; (b) transmit or disseminate material that violates the rights of any person or company protected by copyright, trade secret patent or other intellectual property or similar AT&T or regulations; (c) use Text Messaging 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 Text Messaging Service to introduce malicious programs into the AT&T network, SMPP Gateway, or server including viruses, worms, Trojan horses, e-mail bombs, cancelbots 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; (e) engage in acts of dishonesty, fraud, theft or sabotage, including misusing, tampering with, damaging or destroying any AT&T property; (f) engage in any acts that may create liability for AT&T.

10.3 Transmission of Third Party Content. Notwithstanding any resale prohibitions contained in the Agreement, Customer may use Text Messaging Service to transmit Messages on another's behalf provided that, to the extent Customer does so, Customer: (a) must ensure that each such entity is aware of and complies with the terms and conditions of the Agreement, including, without limitation, §6, §7, §9, §10, and §12 of this Attachment and any provisions of the Agreement containing disclaimers of warranties or limitations of liability; (b) is responsible for managing each such entity's compliance with the terms and conditions of the Agreement; (c) is responsible for each such entity's actions, including without limitation, any acts or omissions that violate the terms and conditions of the Agreement; and (d) must serve as each such entity's contact for all customer care and Text Messaging Service issues.

11. Enforcement. AT&T will investigate any AT&T subscriber or Recipient complaints alleging a violation of §9 or §10 of this Attachment. In addition to any termination rights set forth in the Agreement, AT&T, in its sole discretion, may immediately suspend or terminate Text Messaging Service with respect to Customer (i.e., without the benefit of the notice and cure provisions set forth in the Agreement) if AT&T determines, in its sole discretion, that Customer has violated any of the provisions of the Agreement, including without limitation, §9 or §10 above. Customer will not receive any reimbursement of any pre-paid amounts relating to Text Messaging Service that is suspended or terminated in accordance with this §11. Depending upon the severity of the violation, AT&T, in its sole discretion, may also terminate the Agreement immediately (i.e., without the benefit of the notice and cure provisions set forth in the Agreement) or provide Customer with five (5) days to remedy any violation. In the event



Customer is given the opportunity to remedy a violation, and it is not remedied by Customer within the five (5) day period, it will result in immediate termination of the Agreement.

12. Additional Terms and Conditions for Text Messaging Service. In addition to the terms and conditions of the specific AT&T MOBILITY Text Messaging for Large Accounts rate plans, and to the terms and conditions set forth elsewhere in the Agreement (including this Attachment), the following terms and conditions apply specifically to Text Messaging Service:

12.1 Charges. In addition to the provisions of the Agreement regarding payment of charges, Customer acknowledges and agrees that Customer will also pay all charges associated with Text Messaging Service, including, without limitation, charges for all Messages (regardless of whether (a) the Message is received by Customer's intended Recipient or Customer, as applicable, or (b) Customer is transmitting the Message on another's behalf), any Message delivery receipts, the Set Up Charge and any Text Messaging Service Cancellation Fee(s) and/or Reactivation Fee(s).

12.2 Billing Options for Text Messaging Service. Text Messaging Service can only be billed via corporate invoicing.

12.3 Additional Disclaimer of Warranties. In addition to the disclaimers set forth in the Agreement, Customer understands and agrees that TEXT MESSAGING SERVICE IS PROVIDED TO CUSTOMER "AS IS". AT&T MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS, OR SECURITY OF THE TEXT MESSAGING SERVICE, AND AT&T MAKES NO REPRESENTATIONS OR WARRANTIES THAT ALL MESSAGES WILL BE DELIVERED.

12.4 Additional Limitations of Liability.

12.4.1 Additional Service Limitations and Failures. Notwithstanding anything to the contrary in the Agreement regarding Service failures, but in addition to the limitations of liability set forth elsewhere in the Agreement, Customer understands and agrees that, with respect to Text Messaging Service: (A) AT&T MAY NOT DELIVER ONE HUNDRED PERCENT (100%) OF THE MESSAGES; (B) AT&T IS NOT LIABLE TO CUSTOMER FOR ANY MESSAGES DELETED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELETION OR NONDELIVERY, INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING OR TRANSMISSION ERRORS OR TEXT MESSAGING SERVICE FAILURES; AND (C) AT&T IS NOT LIABLE TO CUSTOMER FOR ACTS OR OMISSIONS OF ANY OTHER SERVICE PROVIDER, OR FOR INFORMATION PROVIDED THROUGH THE TEXT MESSAGING SERVICE, OR FOR CAUSES BEYOND THE REASONABLE CONTROL OF AT&T.

12.4.2 Liability Cap. IN NO EVENT SHALL AT&T'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY CLAIMS RELATING TO TEXT MESSAGING SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO AT&T DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE FIRST CLAIM ARISES.

12.5 Indemnification. In addition to the indemnification provisions set forth in the Agreement, Customer will indemnify, defend and hold AT&T, its Affiliates, agents and any other Carrier harmless from and against any claims, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees, expert witness fees and costs through any appeals), incurred by AT&T as a result of (a) any breach of Customer's promises or statements or obligations made in this Attachment or any negligence, misrepresentation, error or omission on the part of the Customer or any entity on behalf of which Customer is transmitting Messages, and/or (b) the use of Text Messaging Service unless due to AT&T' gross negligence or willful misconduct. The indemnification procedures set forth in the Agreement shall apply to this §12.5.

12.6 Unauthorized Usage. Notwithstanding anything to the contrary in the Agreement, AT&T and Customer agree that the provisions set forth below apply to Text Messaging Service:

12.6.1 Fraud; Text Messaging Service Cancellation. Customer, and any entities on behalf of which Customer provides Messages, will not use or assist others to use Text Messaging Service (or any Equipment or other equipment used in connection with Text Messaging Service or any network connections used with Text Messaging Service) for any unlawful, unauthorized, abusive or fraudulent purpose, or in any way that damages AT&T property or interferes with or disrupts the AT&T network, the SMPP Gateway, AT&T subscribers, or other users. Customer will receive a username and password in order to access the SMPP Gateway. Customer will maintain the confidentiality of this username and password and will not reveal it to others. Customer is solely responsible for all activities on its account utilizing this username and password. AT&T will take no further action to verify or authenticate the identity of Customer. Customer will notify AT&T immediately if there is any unauthorized use of its username and password or its account or any other breach of security of which Customer becomes aware. If Text Messaging Service is activated or used fraudulently, Customer must notify AT&T immediately and provide AT&T with such documentation and information as AT&T may request (including, without limitation, affidavits and police reports). Until Customer notifies AT&T of any unauthorized use, Customer will remain responsible for all charges made to its account. AT&T has the right to interrupt or restrict Text Messaging Service, without notice to Customer, if AT&T suspects fraudulent or other abusive activity. Before AT&T interrupts or restricts Text Messaging Service under this §12.6.1, AT&T will attempt to give Customer notice of its intent to interrupt or restrict Text Messaging Service. Customer agrees to adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by AT&T and to cooperate with AT&T in any fraud investigation and prevention measures.

12.7 Privacy. In addition to the privacy provisions set forth in the Agreement, Customer understands and agrees that, although the law generally prohibits third parties from intercepting wireless transmissions, privacy cannot be guaranteed, and AT&T and Carriers will not be liable for any lack of privacy or security experienced when using Text Messaging Service. Furthermore, to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including, without limitation, to protect the efficient operation of the network or to comply with governmental authorities. Messages are transmitted in an unencrypted format and AT&T cannot guarantee the privacy of any message (including any Message).

13. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, this Exhibit, apply throughout all such documents.

AT&T MOBILITY Government Terms and Conditions for Tier III

1. Incorporation of Tier II Offer. Except as otherwise expressly modified below, all terms and conditions of the Agreement and General Terms and Conditions applicable to AT&T' Tier II offer as set forth above are hereby incorporated into these terms and conditions for AT&T' Tier III offer. The terms and conditions set forth below supplement the terms and conditions of the Tier II offer.

2. Minimum Revenue Commitment. Section 2.3 of the Tier II Offer Terms and Conditions is hereby replaced with the following:

Customer must use a volume of Service such that AT&T will realize Service Revenue, as defined in Exhibit E, of at least \$200,000 per year. In the event Customer fails to achieve the Minimum Revenue Commitment in any year, Customer shall pay AT&T the difference between the Minimum Revenue Commitment and the amount that Customer actually paid for Service usage in such year.

3. Service Discounts. Exhibit C of the Tier II Offer Terms and Conditions is hereby replaced with the attached Exhibit F. Notwithstanding the foregoing, Customer expressly understands and agrees that the Service discounts for Wireless Mobile Internet Service are governed by Exhibit B-1.

4. Incorporation of Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference: all Exhibits incorporated into the Tier I and Tier II Offers; Exhibit F – Service Discount and Eligibility Requirements; and Exhibit F-1 – Discount Table.

Exhibit F**Service Discount and Eligibility Requirements**

1. Eligibility Requirements. In order to receive the Service discounts described in this Exhibit, Customer must meet and continue to meet the following conditions. In the event Customer fails to comply with any one of these requirements, Customer will not receive the discounts for the period in which Customer failed to comply.

1.1 Compliance. Customer shall remain in full compliance with the terms, conditions and requirements of this Agreement.

1.2 Use of AT&T Name. Customer must inform End Users that Service is being provided by "AT&T MOBILITY Services".

2. Minimum Annual Commitment.

2.1 MAC. Subject to the terms and conditions of this Agreement, Customer will receive a Service discount based upon Customer's Minimum Annual Commitment ("MAC") of Service Revenue in AT&T Markets. "Service Revenue" is revenue received by AT&T for Qualified Charges, as defined below. This monthly Service discount will be calculated in accordance with the Discount Table set forth in Exhibit F-1. Customer will include its MAC on the purchase order which establishes Customer's account.

2.2 MAC Shortfall. In the event Customer fails to achieve the MAC in any year, Customer shall pay AT&T the difference between the discount received by Customer and the amount of the discount for which Customer would have qualified considering the amount of Service Revenue actually received by AT&T for Customer's Qualified Charges during the year.

3. Qualified Charges. Subject to the limitations set forth in §3.1 below, both for the purposes of determining the MAC and for determining the amounts against which the Service discounts are applied, Qualified Charges means the following undiscounted Service charges: (a) one-time charges for Service activation, conversion, and charges for changing rate plans, (b) monthly wireless access charges, (c) home wireless airtime charges, (d) roaming airtime charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets, (e) charges for detail billing, (f) charges for tethering, and (g) charges for additional wireless service features such as voice mail, but excluding enhanced features such as directory assistance or fee-based information services where AT&T pays a fee to a third-party vendor for use of the feature.

4. Non-Qualified Charges. The discount shall not apply to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) all charges for Equipment, (d) roaming charges in areas other than AT&T Markets, (e) all taxes, and (f) all other charges not described in paragraph 3 above, including without limitation recoveries for universal service assessments.

5. Application of Discounts. The Service discount is determined monthly. Customer may elect to receive the Service discount either as a consolidated amount based on the entire amount of Qualified Charges incurred by Customer or as an applied Service discount to individual End Users' monthly invoices. If Customer elects a consolidated total Service discount, AT&T shall, within thirty (30) days after the due date of the applicable invoice, issue a check to Customer equal to the monthly Service discount or AT&T shall issue a corporate credit to Customer's Corporate invoice, equal to the monthly Service discount, within sixty (60) days of the due date of the applicable invoice. If Customer elects application of the Service discount to End User's invoices, the Service discount earned in the prior month shall be applied to the then-current month's invoice. Customer will make its election under this Section 5 on the purchase order establishing Customer's account.



6. **Qualifying Calling Plans.** AT&T may restrict certain calling plans or certain other discount programs from either contributing to Customer’s MAC or qualifying for Service discounts or both. AT&T agrees to advise Customer when such restrictions affect Customer.

7. **Limitation of Liability.** AT&T shall not be liable for any damages resulting from any failure by AT&T or its billing vendors to properly calculate and apply the discount. AT&T and Customer shall reconcile any miscalculation on the following month’s invoice.

Exhibit F-1

DISCOUNT TABLE

Minimum Annual Commitment	Discount
\$ 45,000 - \$99,999	2%
\$100,000 - \$199,999	3%
\$200,000 - \$399,999	4%
\$400,000 - \$699,999	5%
\$700,000 - \$1,099,999	6%
\$1,100,000 - \$1,599,999	7%
\$1,600,000 - \$2,199,999	8%
\$2,200,000 - \$2,899,999	9%
\$2,900,000 - \$3,699,999	10%
\$3,700,000 - \$4,699,999	11%
\$4,700,000 - \$5,999,999	12%
\$6,000,000 - \$7,999,999	13%
\$8,000,000 - \$10,999,999	14%
\$11,000,000 and above	15%

AT&T MOBILITY Government Terms and Conditions for Wireless Office Service (WOS)

1. Available to Tier II and Tier III Customers. Wireless Office Service ("WOS") is no longer available for purchase. These Terms and Conditions apply solely to existing WOS systems purchased by Customers under this Agreement.

2. Supplement to Agreement. These terms and conditions relating to WOS supplement and amend the Agreement entered into by Customer for the Tier II or Tier III Offer, as applicable. All terms and conditions of such Agreement, to the extent not amended by these terms and conditions, apply to WOS.

3. Incorporation of Schedules. The following Schedules are attached hereto and incorporated herein by this reference: Schedule 1 - Definitions; Schedule 2 - WOS System Design; Schedule 3 - Service Calling Plans and Charges.

4. WOS Service.

4.1 Service. Customer will provide the WOS Service through the WOS System acquired by Customer and installed on Customer's Premises as provided herein.

4.2 Service Availability. WOS Service is available only in AT&T Markets. This Exhibit covers only those Premises expressly described in Schedule 2. Additional installations may be added by mutual agreement of the parties.

4.3 Activation. Subject to the Maximum Capacity restrictions, Customer shall designate the Authorized Portables for AT&T to activate on the WOS System. Customer may activate additional Authorized Portables provided that the total number of Authorized Portables may not exceed the Maximum Capacity without AT&T approval, such approval is within AT&T's sole discretion.

4.4 Limitations. No Authorized Portable may subscribe to Service with any wireless service provider other than AT&T. Customer understands that Authorized Portables not subscribed to Service will receive the WOS Service only and will not operate outside of the Served Areas.

4.5 Fraud. Customer understands that due to the design of the WOS System and the interface with the CPE, AT&T is not able to monitor fraudulent use through the WOS System and the CPE. Customer is responsible for monitoring usage and charges through the WOS System and its CPE to identify any improper or fraudulent use. Customer will be responsible for payment of all charges incurred even if such charges result from such improper or fraudulent use.

4.6 Data/IP Network Security. Customer understands that due to the design of the WOS System data connection, AT&T is not be able to control Customer's network security. Therefore, Customer is solely responsible for all of Customer's network security matters.

4.7 Authorized Portables. In order to purchase Authorized Portables for use with the WOS Service, Customer must comply with AT&T's ordering and programming procedures, as may be amended by AT&T from time to time. These procedures may require Customer to contact AT&T to program the Authorized Portables after receipt by Customer.

5. Design, Installation, Acceptance, and Upgrades

5.1 Design and Installation. The WOS System design is described in Schedule 2. Customer has contracted directly with the Vendor to install the WOS System and related components and connections on Customer's Premises. The parties agree to work together with Vendor to insure a successful installation of the WOS System and to use their good faith efforts to resolve any problems that may interfere with the ability of AT&T to provide the WOS Service through the WOS System. AT&T is responsible for obtaining all licenses and permits required to provide the WOS Service and Customer is responsible for obtaining all licenses and permits to prepare the Premises for the installation. Each party agrees to pay the cost of its own installation responsibilities and to use reasonable efforts to meet its installation obligations.

5.2 Acceptance. AT&T (together with Vendor) will notify Customer when the WOS System is installed, tested and ready for activation. Acceptance will be deemed to occur when AT&T, Vendor and Customer confirm that the WOS System provides the WOS Service in the Served Areas in accordance with the Design Criteria.

5.3 Upgrades/Enhancements. If AT&T has approved an increase in Authorized Portables in excess of the Maximum Capacity, Customer understands and agrees that it is solely responsible for the payment of all costs required to enhance, upgrade or modify the WOS System (collectively "Upgrade(s)") to accommodate the additional Authorized Portables. AT&T is not responsible for monitoring any requirements for additional capacity. If Upgrades are required to the WOS System solely as a result of AT&T' modifications to its Network, AT&T shall be responsible for the payment of all costs required to complete the Upgrades. AT&T will advise Customer if it believes there is a possibility of interruption of WOS Service due to an Upgrade.

6. Ownership.

6.1 Customer. Customer owns the Authorized Portables it purchases and the WOS System. AT&T agrees that it has no proprietary or ownership rights in Customer's Premises, facilities, CPE or Customer cabling used as part of the WOS System installation.

6.2 AT&T. AT&T owns the all revenues associated with the provision of Service and WOS Service, and the exclusive rights to the Frequencies, WOS Numbers and Transmission Facilities. Customer agrees to execute any documents reasonably requested by AT&T to evidence AT&T' rights therein.

7. WOS Systems Operations

7.1 Customer Call Flow Arrangement. The WOS System will handle all calls as follows:

7.1.1 Calls initiated by an Authorized Portable while in the Served Areas will be transmitted through the Transmission Facilities of the CPE. Authorized Portables within the Served Areas will have use of Customer's Specific Dialing Arrangement.

7.1.2 Calls initiated by an Authorized Portable (which subscribes to AT&T' Service) outside the Served Areas will be handled like all other Service calls on AT&T' Network.

7.1.3 Calls delivered from either the CPE or from the WOS System to an Authorized Portable that is outside of the Served Areas will be transmitted through the Transmission Facilities of the CPE.

7.2 Reliability. AT&T will use commercially reasonable efforts to maintain the reliability of the WOS Service provided through the WOS System. Interruptions of WOS Service which are caused by failures of the WOS System, the CPE, power failures, Customer's acts or omissions, the disruption of circuits provided by the local telephone company, the disruption of any part of the equipment used to provide the WOS Service by parties other than AT&T and any disruptions outside of AT&T's control are not AT&T's responsibility and AT&T shall not be liable for any costs or damages caused by such interruptions.

7.3 Monitoring & Maintenance. Customer is responsible, at its sole cost, to keep and maintain the WOS System in good working order during the Term. Customer has contracted with Vendor to provide maintenance and warranty service pursuant to a "Maintenance Agreement". Customer agrees to comply with all terms of the Maintenance Agreement (including the timely payment all amounts due), and to take all steps necessary to keep the Maintenance Agreement in full force and effect during the Term. In the event Customer fails to comply with the previous sentence, AT&T has the right, but not the obligation, to take such actions and make such payments as necessary to effectuate compliance with the Maintenance Agreement. Customer agrees to reimburse AT&T for all such costs incurred by AT&T upon receipt of an invoice. AT&T may conduct periodic system audits to determine the performance of the WOS System and to prevent unauthorized usage. Should AT&T discover any unauthorized usage, AT&T will notify Customer as to the Number being used. AT&T is responsible for the maintenance of its Network. In the event of an outage which materially affects the WOS Service, and for which AT&T is responsible, AT&T will in good faith begin working to resolve the outage as soon as practicable, and in any case within twenty-four (24) hours of receiving notice of such outage.

7.4 No Warranty. The WOS System and its components are covered solely by warranties of the manufacturer. AT&T is not the manufacturer of the WOS System, its components or the Authorized Portables. Vendor is solely responsible for the design, installation and operation of the WOS System.

8. Customer Responsibilities

8.1 Customer Premises. Customer agrees to provide sufficient space in and on its Premises, at no cost or charge to AT&T, as required to install and operate the WOS System. Customer is responsible, at Customer's sole expense, to (a) complete all improvements to its Premises, including necessary environmental conditioning, required for the installation and operation of the WOS System, and (b) provide the utilities necessary to operate the WOS System. Customer agrees to pay all utility charges incurred in operating the WOS System on Customer's Premises. If necessary, Customer will complete the interface of the Transmission Facilities to the CPE.

8.2 Access. During the Term, Customer will provide AT&T with reasonable access to monitor the WOS System and Frequencies. AT&T access is subject to Customer's security procedures and protocol. Customer agrees to restrict access to the WOS System solely to Vendor, AT&T and their designees. Customer agrees not to make any repairs or changes to the WOS System without the prior written consent of Vendor or AT&T.

8.3 CPE. Customer is responsible for all charges, including those from local exchange carriers and inter-exchange carriers, which result from calls that are completed through the CPE. Customer is solely responsible for providing a CPE that is capable of accommodating the additional usage and traffic from the WOS System. Customer is responsible for performing all maintenance, repair and upgrades to the CPE to provide the necessary grade of service to properly operate the WOS System.

**Schedule 1
Definitions**

- a. "Activation Date" means the date that the WOS System is activated on Customer's Premises to provide the WOS Service.
- b. "Antenna System" means radiating devices (base stations or antennas) mounted on the interior or exterior of a building which are required to provide radio coverage of the Served Areas, and the cabling systems required to connect the radiating devices to the Electronics.
- c. "Authorized Portable" means a specific hand-held wireless telephone authorized by Customer for use with the WOS Service under the terms and conditions of this Exhibit.
- d. "CPE" means Customer's wired telephone switching equipment such as PBX, CENTREX or Key System, which may be located on Customer's Premises.
- e. "Design Criteria" means the WOS System design capabilities as described in Schedule 2.
- f. "Electronics" means the electronic equipment required to provide the wireless telecommunications service, including radio, switching, transmission and power electronics.
- g. "Frequency" means the frequencies for which AT&T holds a license for use in providing wireless telecommunication services and features.
- h. "Maximum Capacity" means the number of Authorized Portables and minutes of use the WOS System is designed to accommodate without upgrades or enhancements, as designated in Schedule 2.
- i. "Network" means AT&T network used to provide the wireless radio telecommunications services for which it is licensed by the FCC to provide.
- j. "Premises" means Customer's facility where the WOS System is located.
- k. "Specific Dialing Arrangement" means the dialing arrangement programmed in the WOS System whereby an Authorized Portable may call any other Authorized Portable within the Served Area or Customer wired DID extensions on Customer's Premises.
- l. "Served Areas" means the interior portion of the Customer Premises described in Schedule 2.
- m. "Service" means AT&T Mobility radio telecommunications services provided through its Network.
- n. "Transmission Facilities" means the circuit connection between the WOS System and AT&T Network.
- o. "Vendor" means the manufacturer of the WOS System purchased by Customer.
- p. "WOS Numbers" means the specific dialing pattern or patterns assigned to each Authorized Portable for use with the WOS System.
- q. "WOS Service" means the wireless radio telecommunications service provided to Customer in the Served Areas through the WOS System.
- r. "WOS System" means the installed customized wireless radio telecommunications system (as designed in Schedule 2) for use on Customer's Premises which allows an Authorized Portable to emulate the functional characteristics of a wireline phone when it is used in the Served Areas. The WOS System is comprised of the Electronics, Antenna System and related equipment and cabling.

Schedule 3
Service Calling Plan and Charges

1. Service Calling Plan. All Authorized Portables that Customer desires to use for other Service outside of the Served Areas must subscribe to one of AT&T applicable calling plans as described in the Agreement. Charges for use of Service by an Authorized Portable shall be in addition to any charges for WOS Service and will be governed by the terms and conditions of the selected calling plan. Airtime charges for Service will vary depending on the selected calling plan.

2. Wireless Office Service Charge. Customer will be charged \$15.99 per Authorized Portable per month for WOS Service for WOS Numbers that do not subscribe to Service and \$9.99 per Authorized Portable per month for WOS Service that do subscribe to Service. The Authorized Portables are not required to subscribe for Service with AT&T in order to receive the WOS Service. For local calls made or received within the Served Areas, there will be no local airtime charges. All applicable taxes, long distance and toll charges for calls made by Authorized Portables within the Served Areas are extra and shall be paid by Customer.



AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR WORLDCONNECT SERVICE

1. Authorized End Users. WorldConnect services are available to authorized Tier I, Tier II and Tier III End Users who have been assigned a Number on Customer's account.
2. General Terms and Conditions. The Agreement and General Terms and Conditions applicable to Customer's account under either the Tier I, Tier II or Tier III Offer apply to WorldConnect services, except as expressly amended in the WorldConnect materials contained in the Calling Plan Binder submitted with the AT&T Response.
3. Specific Terms and Conditions. All terms and conditions set forth in the WorldConnect materials in the Calling Plan Binder submitted with the AT&T response are incorporated herein by this reference.

**AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T DIGITAL POCKETNET® SERVICE**

1. Available to Tier I, Tier II and Tier III Customers. AT&T Digital PocketNet® Service has been discontinued for new customers. It remains available to Customers who maintain an unchanged Service account with AT&T under either the Tier I, Tier II or Tier III Offer set.

2. Terms and Conditions:

AT&T Digital PocketNet® Service – Gateway Premium \$17.99 Unlimited

Terms and Conditions for AT&T Digital PocketNet® - Gateway Premium

AT&T Digital PocketNet® - Gateway Premium includes unlimited access to corporate intranet data, including email, intranets, databases, custom applications or field operation solutions. Plus access to the wireless Internet, a Personal Web Site, and AT&T Digital PocketNet® e-mail, address book, calendar, and to-do list. Also, get up to 150 fax pages per month (domestic fax numbers only).

There is no activation fee to activate AT&T Digital PocketNet® service. Activation is subject to credit approval, and a deposit may be required. Certain combined AT&T billing arrangements are not available.

Faxing capability only supports document rendering of certain software programs. Each fax you send automatically generates a cover page. The cover pages count as any other page for calculating usage.

Wireless voice service is not included in AT&T Digital PocketNet® service, but is required, and is subject to the terms and conditions of the applicable wireless voice service agreement and calling plan. Suspension or cancellation of the voice calling plan will automatically terminate AT&T Digital PocketNet® service.

When operating in data mode AT&T Digital PocketNet® service compatible phones will not accept phone calls or display voice related features like message waiting indicator. Voice calls will be routed directly to voice mail, if available and configured. When operating in voice mode AT&T Digital PocketNet® service compatible phones will not accept data messages, including e-mail and other alerts. If not accessed within 60 days these alerts will be deleted. Review the phone's User Guide for information about use of the phone in voice and data mode and which features operate in each mode.

The information available on the wireless Internet is significantly less than Internet information available on your PC because different protocols are used. If you choose to use your AT&T Digital PocketNet® service to access content provided by third parties, view third party web sites or purchase products from third parties, then your user identification number, and not your phone number, will be available to the third party provider. The way third parties handle your user identification number, any information you voluntarily provide, or information related to the use of their service is governed by their policies. By signing up for AT&T Digital PocketNet® service you agree to allow AT&T to collect certain information related to your use of the data service as more fully described in our Privacy Policy, which is posted on our web site.

The accuracy and timeliness of the information is not guaranteed; delays or omissions may occur. The service is not intended to provide tax, legal, investing or other advice. Reproduction, retransmission, dissemination or sale of the service or content is prohibited. Coverage may vary due to customer equipment, radio transmission limitations and terrain. Due to coverage limitations, information may not be accessible at all times.

If you are a Gateway 2000 customer and you add any activated subscriber units (referenced in the Wireless Data Service Agreement as "NEIs") under the Gateway Premium rate plan to your existing account, you will lose your eligibility for the Gateway 2000 rate plan. Therefore, all your existing Gateway 2000 NEIs must be migrated to the Gateway Premium rate plan as part of your Gateway Premium activation process.



AT&T Portal

You may maintain in your custom homedeck a hyperlink to AT&T Digital PocketNet[®] premium content provided that you shall name such hyperlink the "AT&T Portal", or such other name as may be designated by AT&T from time to time (the "Hyperlink"). You may not use any other name with, or for, the Hyperlink. AT&T has the right to approve the actual representation of the Hyperlink (including without limitation, any text, icons, graphics, and design) and you will provide a copy of such representation to AT&T upon request. You shall restrict access to the Hyperlink to NEIs on Service under the Gateway Premium rate plan. You shall treat the Hyperlink url provided by AT&T as confidential information and shall not distribute the Hyperlink url to any third party or your end users without AT&T' prior written consent.

AT&T Digital PocketNet[®] Premium Content - AT&T Portal

Some text messaging services, including those delivered from voice mail, from the AT&T (Formerly AT&T MOBILITY) Services web site and from the AT&T Digital PCS Personal News Service will continue to be delivered to the text messaging inbox used in voice mode. Internet e-mail messages addressed to phone number@mobile.att.net or alias@mobile.att.net will be delivered to the AT&T Digital PocketNet[®] service inbox used in data mode. The text messaging inbox and AT&T Digital PocketNet[®] service inbox are separate. Users desiring to send a message to the voice side of the phone can address a message to phone number@dpcs.mobile.att.net.

The maximum size for each individual e-mail message is limited to 2MB, with overall mailbox capacity limited to 50 e-mail messages. Once the 50 e-mail message capacity has been reached, even if e-mail messages have not been opened or read, additional incoming e-mail messages will result in messages being deleted to make room for the new messages. All e-mail messages, both read and unread, will be automatically deleted from your mailbox after 90 days. Messages that you wish to save longer than 90 days must be moved to your saved folder. AT&T reserves the right to block information from certain domains to protect you from unsolicited information, transmission or distribution of illegal content, or to protect the AT&T network. Therefore, e-mail messages and other content may be deleted before delivery.

AT&T Digital PocketNet[®] service can support some external POP3-based, third-party e-mail providers. AT&T MOBILITY Services does not, however, provide any technical support and is not responsible for obtaining or maintaining such access to external e-mail providers.

To access your Personal Web Site a compatible PC and browser that are capable of Internet access are required. Network synchronization requires the installation and configuration of additional PC software. Local synchronization requires the purchase, installation, and configuration of additional PC software and equipment. Your PC must meet minimum requirements for network synchronization. You are responsible for all subscriber-owned computer hardware and software.

All user data, including e-mail, calendar entries, and all other personalized data, will be deleted 30 days after the service is suspended or cancelled. If you migrate between data service plans that do not offer the same service benefits (e.g. address book, calendar, etc.) information associated with each individual service benefit will be deleted immediately. Once deleted the information cannot be restored.



Corporate Applications; Network Connectivity

A special network connection to the AT&T MOBILITY data network and/or software applications may be required for your corporate application. You must obtain such connection and/or software at your own expense and/or you may incur additional charges. The network connection must be compatible with the Wireless data network and comply with certain requirements. See the brochure Wireless Connectivity Option for Wireless IP (Data) for more details. Additional terms and conditions may apply and may vary based upon your corporate application.

AT&T Digital PocketNet [®] Service – Basic Plan	\$0.00	Unlimited
AT&T Digital PocketNet [®] Service – Plus Plan	\$6.99	Unlimited
AT&T Digital PocketNet [®] Service – Premium Plan	\$14.99	Unlimited

For complete details, including terms and conditions, of the AT&T Digital PocketNet[®] Service Basic, Plus and Premium rate plans, please see their respective calling plan brochures, and corresponding coverage maps.

3. Miscellaneous Fees: A reactivation fee of up to \$45.00 may be charged to reactivate AT&T Digital PocketNetSM service following suspension or termination of AT&T Digital PocketNetSM service to a Number. Each fax sent automatically generates a cover page. The cover pages count as any other page for calculating usage. Faxes exceeding 150 pages per month will be billed at \$0.20 per page. A rate of \$0.05 per kilobyte will be charged for tethering usage. Fees for other services or features ordered by Customer will be provided by AT&T.

4. Terms and Conditions/Miscellaneous Fees: AT&T Digital PocketNetSM service Basic, Plus and Premium rate plans include unlimited wireless internet access. AT&T Digital PocketNetSM service requires a compatible Digital multi-network phone and subscription to a Voice Service calling plan. Equipment may contain pre-installed software necessary for Customer to obtain AT&T Digital PocketNetSM service. By using AT&T Digital PocketNetSM service, Customer agrees to abide by the terms and conditions of any software license applicable to such pre-installed software. Please see the AT&T Digital PocketNetSM Service Rate Plan Brochure for additional plan features, miscellaneous fees and terms and conditions, which are hereby incorporated by reference. Fees for other services or features ordered by Customer will be provided by AT&T.



AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY CDPD SERVICE

GOVERNMENT CUSTOMERS - RATE SHEET

PRICING

Government service plans are designed specifically for, and are limited to, government and public safety customers. To qualify for these service plans, the address of the person using the service must be in select coverage areas where AT&T MOBILITY Services operates wireless data service.

USAGE BASED SERVICE PLANS

Choose a usage based service plan if:

- Your application and usage behavior is consistent from month-to-month.
- You need a constant *virtual connection* but transmit limited amounts of data.

Plan (plan code)	Monthly Access Charge per Subscriber Unit	Kilobytes (Kbytes) Included in Plan (within AT&T markets)	Kbyte Rate; Above Included in Plan & Intercarrier Markets
Government Base (GT5)	\$7.00	0 AT&T Kbytes	5¢ per Kbyte
Government I (GT1)	\$16.00	500 AT&T Kbytes	5¢ per Kbyte
Government II (GT2)	\$26.00	1,000 AT&T Kbytes	5¢ per Kbyte
Government III (GT3)	\$34.00	2,000 AT&T Kbytes	5¢ per Kbyte



UNLIMITED SERVICE PLANS

Choose an unlimited service plan if:

- Your usage will vary from month-to-month.
- You are deploying several applications that generally transmit more than 2,000 Kilobytes per month.

Plan (plan code)	Monthly Access Charge per Subscriber Unit	Intercarrier Usage Rate (Roaming)
Government—Local Unlimited (GTU) Unlimited usage in areas where AT&T operates wireless data service	\$49.00	5¢ per Kbyte
Handheld Local Unlimited (HLU) Unlimited usage in areas where AT&T operates wireless data service when using a Palm® OS device or a Pocket PC with the Novatel Wireless Merlin Platinum Special Edition Modem	\$29.99	5¢ per Kbyte

Important Information

There is a \$45 activation fee per subscriber unit. Activation is subject to credit approval, and a deposit may be required. A valid major credit card may be required for service billing, and usage limitations may apply. Service under all rate plans is subject to the terms and conditions of your Wireless Data Service Agreement. You are required to purchase service under the selected rate plan for each activated subscriber unit (referenced in the Wireless Data Service Agreement as “NEI”) until the term of your Wireless Data Service Agreement expires. The Wireless Data Service Agreement requires a minimum one-year term. You may terminate service on or before 30 days after your activation date. If you terminate after the first 30 days of service but before the term expires, a cancellation fee will be charged as further described in your Wireless Data Service Agreement. Customer's data usage is aggregated over a billing cycle, with any partial kilobyte of data used in that billing cycle being rounded up to a full kilobyte. Customers may select the Internet Secured Feature free of charge. This feature blocks Internet traffic to and from your subscriber unit, thereby helping prevent misuse of your corporate computing assets. Coverage may vary due to customer equipment, radio transmission limitations and terrain. Due to coverage limitations, information may not be accessible at all times. The eligibility requirements, availability and pricing of service plans and features as well as service area designations are subject to change without notice. Please refer to the Terms and Conditions of your Wireless Data Service Agreement for full details.

Discounts may be available on monthly access and usage charges. Please refer to the *AT&T MOBILITY Services Price List* portion of the GSA schedule for more details. Discounts are not available under the Government - Local Unlimited plan.

NETWORK CONNECTIVITY

A special network connection to the AT&T MOBILITY data network (and software application) may be required for your government/public safety application. You must obtain such connection and/or software at your own expense and/or you may incur additional charges. The network connection must be compatible with the wireless data network and comply with certain requirements. See the brochure *Wireless Connectivity Option for Wireless IP (Data)* for more details.

For additional information, contact your AT&T Account Representative. Or, visit our Web site at http://www.AT&T.com/midtolarge/network_security.

All marks are the property of their respective owners. Specifications subject to change without notice.



AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY TEXT MESSAGING

1. Available to Tier I, Tier II and Tier III Customers. AT&T Text Messaging is available to Customers who establish Service account with AT&T under either the Tier I, Tier II or Tier III Offer set forth above.

2. Explanation of rates and charges

Two-way message-enabled Digital multi-network phone required to send, forward, or reply to messages. AT&T Text Messaging service available only with select calling plans. You can only send, forward, or reply to messages when using the AT&T network and then only in select geographic areas. Ability to receive messages in any geographic area is not an indication that you can send messages. There is no guarantee of actual delivery or delivery within a specific period of time. You cannot send, forward, reply to, or receive messages while on a call. Maximum message length is 160 characters, which includes the email address. Any characters over the maximum will be deleted. If you have per line call blocking on your account your phone number will still transmit as part of an AT&T text message.

Note for users that do not have wireless handsets that are two-way Short Messaging Service (SMS): If you have a phone that can only receive messages with the \$0.00 monthly charge option, you will receive unlimited messages a month at no charge. If you have a phone that can only receive messages with the \$4.99 monthly charge option, you will receive unlimited messages a month at no charge.

AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY NATIONAL POOLED MINUTES

1. Authorized End Users. AT&T MOBILITY National Pooled Minutes is available to authorized Tier II and Tier III End Users who have been assigned a Number on Customer's account.

2. General Terms and Conditions. The Agreement and General Terms and Conditions applicable to Customer's account under either the Tier II or Tier III Offer apply to AT&T MOBILITY National Pooled Minutes, except as expressly amended in the AT&T MOBILITY National Pooled Minutes materials contained in the Calling Plan Binder submitted with the AT&T Response.

3. Specific Terms and Conditions. All terms and conditions set forth in the AT&T MOBILITY National Pooled Minutes materials in the Calling Plan Binder submitted with the AT&T Response are incorporated herein by this reference.



AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY LOCAL POOLED MINUTES

Eligible end users within a single account aggregate or “pool” their Anytime Minutes.

Each billing cycle, Anytime Minutes are deducted from the billing account pool in chronological order. Minutes used will be drawn down in the following order: Mobile-to-Mobile Minutes, Night and Weekend Minutes and then Anytime Minutes. Once the entire pool of Anytime Minutes is exhausted from the billing account pool, end users in that pool will be charged \$.40 for each additional airtime minute used. Roaming charges, feature charges, Mobile-to-Mobile Minutes, Night and Weekend Minutes and/or promotional minutes do not contribute to or deduct from the pool. A minimum of two and a maximum of 1,000 end users are required for a single billing account pool. Local Pooled plan end users must be on the same account to pool Anytime Minutes. End users activating Digital phones or devices on Local Pooled plans (“Digital LPPs”) must also be in the same AT&T MOBILITY market, and on the same Local Pooled Plan price point to pool. End users activating on Digital LPPs and end users activating Next Generation phones or devices on Local Pooled plans (“Next Generation LPPs”) cannot be in a single pool. End users on non-pooling plans may not be included in the same billing account as end users on Local Pooled plans. Certain other account structure limitations may apply. The end user’s principal residence must be within an eligible AT&T MOBILITY area. For business customers or Corporate Responsibility Users (“CRUs”), the end user’s principal residence or principal business office must be within an eligible AT&T MOBILITY area. Please ask your AT&T MOBILITY Sales Representative for address verification.

Enterprise Customers on Local Pooled plans: Available to current W-2 employees of enterprise customers with a qualified AT&T MOBILITY business agreement (“Business Agreement”). Only enterprise customers’ CRUs may activate on Digital LPPs and contribute minutes to the enterprise account pool. Individual Responsibility Users (a.k.a. “Sponsorship Employees”) may activate Digital LPPs, but will only pool minutes among end users under the Sponsorship Employee’s individual account. Enterprise customers’ CRUs and Sponsorship Employees may activate Next Generation LPPs and contribute to the enterprise account pool. Only consolidated, account-level billing is available with respect to Digital LPPs. Service is subject to the terms and conditions contained in this brochure, the applicable Service Areas and Features brochure, and, as applicable, the Business Agreement or the Terms and Conditions/Service Agreement contained in the Welcome/Features and Services User Guide.

**AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY GROUP CALLING**

The Group Calling Plans provide Group Calling Subscribers with a choice of four rate plans that utilize a feature to deliver unlimited calling among the Group Calling Subscribers on a single account so long as the users are within their Group Calling Area. In addition, a Group Calling Account's users will have unlimited airtime for outbound calling to a Group Numbers Table (list of five numbers, which can be wireless or wireline numbers) associated with the account so long as the users are placing their calls from within their Group Calling Area (applicable toll will be charged). Group Calling will also utilize Private System ID (PSID) functionality within our switches to provide visual indication to customers so that they can determine whether they are in the Group Calling Area or not.

The Group Calling Plans position wireless services from AT&T MOBILITY as the service that provides business users with simple, affordable wireless access to everyone in their workgroup, regardless of whether the people they are calling have wireless phones or landline phones. The plans allow organizations to control and budget their wireless expenditures by knowing that mobile calls within the Group Calling Account or to the Group Numbers Table are included in the rate plans.

Promotional benefits are available for as long as your rate plan remains unchanged. In accordance to AT&T MOBILITY Terms and Conditions, we reserve the right to make changes to rate plans with a 30-day advance notice. This would include a change to any component of the rate plan or the rate plan in its entirety. We may terminate your service if a majority of minutes in any three-month period are used off the AT&T MOBILITY Network. The majority of your airtime usage must be on the AT&T MOBILITY Network.

Your phone may display "Group" when inside the AT&T Group Calling Area. Each AT&T Group Calling Account can have a maximum of 200 AT&T Group Calling Subscribers. Each individual AT&T Group Calling Subscriber must choose his or her own AT&T Group Calling Plan.

To receive the benefits of AT&T Group calling each wireless phone number must be from the same AT&T Group Calling Area, on one of the AT&T Group Calling Plans and on the same AT&T Group Calling Account (a "Group Calling Subscriber"). To receive the unlimited wireless-to-wireless airtime benefit the calling and receiving parties must both be AT&T Group Calling Subscribers from the same AT&T Group Calling Account, both on the AT&T MOBILITY Network in the AT&T Group Calling Area and AT&T Caller ID must be received.

Each AT&T Group Calling Account can select up to five Group Numbers. Each Group Number may be any ten-digit number with the exception of toll free numbers that connect the caller to a long distance dial-around service, any phone number that connects the caller to a switch or other routing system that would allow the caller to dial out to another phone number, operator numbers, or directory assistance (information) numbers, including, but not limited to, the following: numbers with an area code of 900, 700, 500, and numbers with a local exchange of 950 or 555. For AT&T Group Calling Subscribers, airtime will be waived when placing calls to any Group Number from the AT&T Group Calling Area while on the AT&T MOBILITY network.

Wireless long distance charges will apply. The Group Numbers that are in the billing system at the end of each billing cycle will be calculated as Group Numbers for that particular billing cycle. Each AT&T Group Calling Account maintains all responsibility for updating the Group Numbers. Calls made to a number in the Group Numbers must terminate at that number. Any forwarding or directing the call to another number is prohibited.

Non-Group Calling included minutes apply to calls placed and received when in your Home Calling Area outside the Group Calling Area. These rates also apply with in the AT&T Group Calling Area and calling (1) Non-Group Calling Subscribers, (2) phone numbers not in the Group Numbers Table, (3) when off the AT&T MOBILITY network and (4) when AT&T Caller ID is not received.

Line Number Blocking is not available with AT&T Group Calling due to billing constraints.

AT&T MOBILITY GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY NATIONAL FLAT RATE CALLING PLAN

1. Authorized End Users. AT&T MOBILITY National Flat Rate Calling Plan is available to authorized Tier II and Tier III Corporate Liability End Users who have been assigned a Number on Customer's account.
2. General Terms and Conditions. The Agreement and General Terms and Conditions applicable to Customer's account under either the Tier II or Tier III Offer apply to AT&T MOBILITY National Flat Rate Calling Plan, except as expressly amended in the AT&T MOBILITY National Flat Rate Calling Plan materials contained in the Calling Plan Binder submitted with the AT&T Response.
3. Specific Terms and Conditions. All terms and conditions set forth in the AT&T MOBILITY National Flat Rate Calling Plan materials in the Calling Plan Binder submitted with the AT&T Response are incorporated herein by this reference.

WIRELESS GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY GSM CIRCUIT SWITCH DATA SERVICE FOR ENCRYPTED VOICE

Explanation of Rates and Charges

The AT&T MOBILITY Rate Plan 250 is a custom rate plan created for use with Compatible Equipment (see below) designed to allow the end user to make more secure, encrypted voice calls over the AT&T MOBILITY Circuit Switched Data (CSD) network, as well as ordinary voice calls over the AT&T MOBILITY GSM™/GPRS network. End users will also have basic data functionality available when using AT&T MOBILITY GSM™/GPRS service, although AT&T MOBILITY mMode service is not available with this offer.

The rate plan provides the end user with two mobile identification numbers (MINs) per line. End users can make non-encrypted, ordinary voice calls on the AT&T MOBILITY GSM™/GPRS network on one MIN, and encrypted, more secure voice calls on the AT&T MOBILITY CSD network on the second MIN.

Certain functionality available while on the GSM™/GPRS network will not be available when using CSD service in secure, encrypted mode. Those functions include, but are not limited to, Voice Mail, SMS, 3-way calling, Call Waiting, Directory Assistance, 911 functionality, and those functions marked with an asterisk in the chart above. Customer will generally not be able to roam when using CSD service, however, to the extent an End User is able to place a call on the CSD network while roaming, he or she will be charged \$0.69, plus applicable long distance charges for domestic CSD roaming, and \$0.99, plus applicable long distance charges for international CSD roaming.

AT&T MOBILITY will not sell Compatible Equipment. Customer must purchase, own, and maintain Compatible Equipment. AT&T MOBILITY will only sell corresponding SIM cards and this rate plan.

The AT&T MOBILITY GSM Circuit Switch Data Service for Encrypted Government GSM Voice offer works in conjunction with Customer Owned and Maintained (COAM) equipment from Motorola and General Dynamics. Rate plan and offer only available with compatible, GSM/GPRS/CSD Motorola Timeport P280 phone and General Dynamics Sectera module ("Compatible Equipment"). The Compatible Equipment device has been manufactured to operate exclusively on our network, will only accept a SIM card provided by us and cannot be activated with any other wireless carrier. You cannot use your Compatible Equipment with another end user's SIM card.

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. Airtime, roaming and long distance for each call is billed in full minute increments with partial minutes rounded up to the next full minute. While on the AT&T MOBILITY network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. Unused included minutes, megabytes and text messages cannot be carried over to any subsequent month. 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. Coverage is not available in all areas.

Included minutes apply to calls placed and received in your Home Coverage Area. Roaming rates apply to calls placed and received outside this area. Additional surcharges apply to roaming in some areas. Different rates apply for calling card or credit card 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. Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC, and/or special network connection may be required. Call Waiting and Conference



Calling will incur airtime or roaming plus applicable long distance charges. You will incur airtime or roaming plus applicable long distance charges when accessing voice mail from your wireless phone. You will be billed for each text message sent from your device, whether the message is delivered or not.

You will be charged for all data usage sent through our network, including any advertisements that appear on your device, regardless of whether your device actually receives the information. Compression may impact the total amount billed to your account. Our network may resend data packets to ensure complete delivery; you will be billed for these resent packets. Once every 24-hours our system will create a billing record for each network you use during that period. The usage for each billing record will be rounded up to the next kilobyte and a cost will be associated with each billing record and rounded to the nearest cent. 1,024 kilobytes equals one megabyte. Roaming rates apply when downloading or sending data outside of our domestic network.

All IP addresses will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost.

Our systems will assign you a unique subscriber ID in addition to your phone numbers. Third parties will have access to your subscriber ID, zip code and your phone model when you browse their web sites. The way third parties handle your subscriber ID and zip code, your usage information and any information you voluntarily provide is governed by their policies.

Eligibility requirements, pricing, features and calling areas are subject to change without notice. Service is subject to the terms and conditions of the AT&T MOBILITY Agreement, in the quick start guide included with your phone, and/or available at point-of-purchase.

Other charges, surcharges, assessments to defray costs for government programs, universal connectivity charge, and federal, state and local taxes apply.

We have a commitment to privacy and encourage you to learn about our practices by reading our Privacy Policy at <http://www.wireless.att.com/privacy/>.

TERMS AND CONDITIONS OF TIER II OFFER

1. Program Eligibility Requirements. Customer must at all times meet the following minimum End User, Usage, and Revenue Commitments throughout the term of the Agreement in AT&T Markets. For the purpose of determining Customer's continued eligibility, AT&T may review Customer's activity under this Agreement at any time.

1.1 Minimum End User Commitment. Customer must have a subscription level of at least 50 separate End Users. If AT&T reasonably determines that Customer will not achieve this Minimum Commitment within ninety (90) days of the date of this Agreement or will not maintain this Minimum End User Commitment during the term of the Agreement, AT&T may elect to terminate this Agreement upon sixty (60) days prior written notice to Customer.

1.2 Minimum Usage Commitment. Customer must use a volume of Service such that AT&T will achieve a minimum level of usage from Customer under this Agreement. This Minimum Usage Commitment shall average at least sixty (60) minutes of use per End User per month in the aggregate. For the purposes of this paragraph, monthly minutes of use included within calling plans subscribed to by End Users will be included in the aggregate number of minutes used to calculate this Minimum Usage Commitment. In the event that Customer fails to achieve the Minimum Usage Commitment as determined on an annual average, AT&T may elect to terminate this Agreement upon sixty (60) days prior written notice to Customer.

1.3 Minimum Revenue Commitment. Customer must use a volume of Service such that AT&T will realize Service Revenue, as defined in Exhibit C, of at least \$45,000 per year. In the event Customer fails to achieve the Minimum Revenue Commitment in any year, Customer shall pay AT&T the difference between the Minimum Revenue Commitment and the amount that Customer actually paid for Service usage in such year.

2. Service Discounts. In the event that Customer satisfies the discount eligibility requirements, Customer will qualify for certain Service discounts as set forth in Exhibit C.

3. Billing Services. Customer will receive certain billing analysis tools using the Wireless Information Navigator ("WIN") System as described below.

3.1 Reports and Tools. AT&T will provide the following monthly reports and tools (the "Reports and Tools") to Customer on a compact disc using the WIN System: (a) Management Reports - summary information presented in multiple reports, (b) Billing Manager - customization tool to assign subscribers to cost centers, and (c) Exceptional Reporting - database tool to analyze Service usage information.

3.2 Licensing and Product Support. Customer understands and agrees to accept licensing and product support, provided in Exhibit D.

3.3 Computer Requirements. To utilize the billing analysis tools on the WIN System, Customer must have access to a computer which complies with configuration requirements published by AT&T from time to time.

4. Corporate Invoicing. In the event that Customer chooses consolidated invoicing under Section 4.3 of the Tier I General Terms and Conditions, AT&T will provide the Invoice to Customer through the WIN System on compact disc(s). There are no restrictions on the number of AT&T Markets that can be included on the Invoice.

5. Term. The provision labeled "Term" in the Tier I offer is hereby deleted and replaced with the following:

This Agreement is for a term of two (2) years beginning on the date set forth above comprised of an initial base period of twelve (12) months plus one 12-month option period. The total 2-year term and all options shall be reflected in each delivery order issued to acquire the Service. Delivery orders shall not be deemed to obligate succeeding fiscal year funds. However, delivery orders that are funded by annual (fiscal year) appropriations may provide for initial base periods that cross fiscal years so long as the initial base period and each option period does not exceed a 12-month period. In addition, where a Customer's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the Customer may place a delivery order and obligate funds for the entire 2-year term, notwithstanding any intervening fiscal years. At the end of the 2-year term, this Agreement shall, upon agreement of the parties, renew for successive 12-month periods. Termination, expiration or modification of AT&T' underlying schedule contract shall not affect any delivery orders issued thereunder prior to such termination, expiration or modification, including the option to renew such delivery orders.

6. Options. Section 3.3 in the Tier I offer is hereby deleted and replaced with the following:

6.1 Options. Each delivery order, whether for an initial base period or a renewal period shall expire on the date specified in the delivery order. Subject to Subparagraphs 3.3.1 and 3.3.2 of this Paragraph 3.3 and Paragraph 7 below, Customer has the option to renew each delivery order, for all but not less than all of the Services, each fiscal year or other date specified in the delivery order for renewals at the stipulated charges. If Customer exercises its option to renew a delivery order, the relevant delivery order, as renewed, shall include an option to renew such delivery order for additional 12-month periods until the completion of the 2-year term.

6.2 Intention To Renew. It is the intent of the Customer placing a delivery order for Service to exercise each renewal option and to extend this Agreement and each delivery order until at least completion of the 2-year term. Customer shall use its best efforts to obtain appropriation of the necessary funds to meet its obligations under each delivery order and to continue this Agreement for at least the full 2-year term. Customer shall not replace the Services acquired hereunder with functionally equivalent services during the 2-year term specified in the delivery order for such Services. Customer agrees to notify AT&T in writing sixty (60) calendar days prior to the expiration of any delivery order with respect to the Government's intent to renew. Such notice to renew shall not bind the Government.

6.3 Exercise of Option. Customer shall provide AT&T with written notice of exercise of each renewal option as soon as practicable, but in no event later than (10) business days after the Customer receives notice of availability of fiscal year appropriations from the appropriate legislative or other authority of the Government. Customer has no right to cancel, non-renew, terminate, or discontinue this Agreement or any delivery order issued for the Service except as provided for in Paragraph 8 "Termination" below.

7. Wireless Data Service Invoicing Limitations. Customer acknowledges and agrees that, to the extent Customer directs AT&T to invoice Wireless Data Service charges separately from Voice Service Charges, the Wireless Data Service charges will not appear on WIN Advantage and will not contribute to Customer's MAC or receive the Service Discount.

8. Termination Charge. The Termination Charge is hereby changed to be the sum of (a) \$5,000 times the number of months remaining in the relevant two (2) year term as of the termination date, up to a maximum of \$75,000, and (b) with respect to each End User who was active on AT&T Service for less than twelve months, \$10 times the number of months less than twelve which such End User was active on AT&T Service as of the termination date. Part (a) of the Termination Charge will not apply in the event that this Agreement terminates more than 24 months after the original date of the Agreement.

9. AT&T ExtraNet Advantage. Customer will have access to AT&T Extranet Advantage under the rules and policies set forth in Exhibit E.



10. Incorporation of Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference: Exhibit A – Service Discount and Eligibility Requirements and Exhibit B - Discount Table

Exhibit A*Service Discount and Eligibility Requirements*

1. Eligibility Requirements. In order to receive the Service discounts described in this Exhibit, Customer must meet and continue to meet the following conditions. In the event Customer fails to comply with any one of these requirements, Customer will not receive the discounts for the period in which Customer failed to comply.

1.1 Compliance. Customer shall remain in full compliance with the terms, conditions and requirements of this Agreement.

1.2 Use of AT&T Name. Customer must inform End Users that Service is being provided by "AT&T MOBILITY Services".

2. Minimum Annual Commitment.

2.1 MAC. The Service discount available to Customer is based upon Customer's Minimum Annual Commitment ("MAC") of Service Revenue in AT&T Markets, as determined by the table set forth in Exhibit E-1. Service Revenue is revenue received by AT&T for Qualified Charges, as defined below. Customer will include its MAC on the purchase order which establishes Customer's account.

2.2 MAC Shortfall. In the event Customer fails to achieve the MAC in any year, Customer shall pay AT&T the difference between the discount received by Customer and the amount of the discount for which Customer would have qualified considering the amount of Service Revenue actually received by AT&T for Customer's Qualified Charges during the year.

3. Qualified Charges. Both for the purposes of determining the MAC and for determining the amounts against which the Service discounts are applied, Qualified Charges include the following un-discounted Voice Service charges and Wireless Data Service charges (provided, however, that the Wireless Data Service charges must be invoiced together with the Voice Service charges in order to be deemed Qualified Charges): (a) one-time charges for Service activation, conversion, and charges for changing rate plans, (b) monthly wireless access charges, (c) home wireless airtime charges, (d) roaming airtime charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets, (e) charges for detail billing, (f) charges for tethering, and (g) charges for additional wireless service features such as voice mail, but excluding enhanced features such as directory assistance or fee-based information services where AT&T pays a fee to a third-party vendor for use of the feature.

4. Non-Qualified Charges. The discount shall not apply to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) all charges for Equipment, (d) roaming charges in areas other than AT&T Markets, (e) all taxes, and (f) all other charges not described in paragraph 3 above, including without limitation recoveries for universal service assessments.

5. Application of Discounts. The discount is determined monthly. Customer may elect to receive the discount either as a consolidated amount based on the entire amount of Qualified Charges incurred by Customer or as an applied discount to individual End Users' monthly invoices. If Customer elects a consolidated total discount, AT&T shall, within thirty (30) days after the due date of the applicable invoice, issue a check to Customer equal to the monthly discount or AT&T shall issue a corporate credit to Customer's Corporate invoice, equal to the monthly discount, within sixty (60) days of the due date of the applicable invoice. If Customer elects application of the discount to End User's invoices, the discount earned in the prior month shall be applied to the

then-current month's invoice. Customer will make its election under this Section 5 on the purchase order establishing Customer's account.

6. Qualifying Calling Plans. AT&T may restrict certain calling plans or certain other discount programs from either contributing to Customer's MAC or qualifying for Service discounts or both. AT&T agrees to advise Customer when such restrictions affect Customer.

7. Limitation of Liability. AT&T shall not be liable for any damages resulting from any failure by AT&T or its billing vendors to properly calculate and apply the discount. AT&T and Customer shall reconcile any miscalculation on the following month's invoice.

Exhibit B*DISCOUNT TABLE*

Minimum Annual Commitment	Discount
\$ 45,000 - \$ 99,999	2%
\$ 100,000 - \$ 199,999	3%
\$ 200,000 - \$ 399,999	4%
\$ 400,000 - \$ 699,999	5%
\$ 700,000 - \$ 1,099,999	6%
\$1,100,000 - \$ 1,599,999	7%
\$1,600,000 - \$ 2,199,999	8%
\$2,200,000 - \$ 2,899,999	9%
\$2,900,000 - \$ 3,699,999	10%
\$3,700,000 - \$ 4,699,999	11%
\$4,700,000 - \$ 5,999,999	12%
\$6,000,000 - \$ 7,999,999	13%
\$8,000,000 - \$10,999,999	14%
\$11,000,000 and above	15%

TERMS AND CONDITIONS OF TIER III OFFER

1. Incorporation of Tier II Offer. Except as otherwise expressly modified below, all terms and conditions of the Agreement and General Terms and Conditions applicable to AT&T' Tier II offer as set forth above are hereby incorporated into these terms and conditions for AT&T' Tier III offer. The terms and conditions set forth below supplement the terms and conditions of the Tier II offer.

2. Minimum Revenue Commitment. Section 2.3 of the Tier II Offer Terms and Conditions is hereby replaced with the following:

Customer must use a volume of Service such that AT&T will realize Service Revenue, as defined in Exhibit E, of at least \$200,000 per year. In the event Customer fails to achieve the Minimum Revenue Commitment in any year, Customer shall pay AT&T the difference between the Minimum Revenue Commitment and the amount that Customer actually paid for Service usage in such year.

3. Service Discounts. Refer to Exhibits A and B in Tier II Terms and Conditions

WIRELESS GOVERNMENT TERMS AND CONDITIONS FOR AT&T MOBILITY BUSINESS LOCAL \$16.99 PLAN**Explanation of Rates and Charges**

Activation is subject to credit approval; a deposit may be required. Compatible device, activation fee and minimum one-year contract is required. Your device has been manufactured to operate exclusively on our network and cannot be activated with any other wireless carrier. Next Generation multi-band phones cannot be used with another customer's SIM card. After the first 30 days of service, an early cancellation fee of \$175 applies.

On the AT&T MOBILITY Next Generation network, usage is measured during the time your 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 any other AT&T MOBILITY network, 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 you press the button that terminates the call. Voice usage for each call is billed in full minute increments with partial minutes rounded up to the next full minute. While on the AT&T MOBILITY network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. Unused monthly included 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.

For Next Generation multi-band phones, roaming is not available on other carriers' domestic GSM™/GPRS networks.

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, voice 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. #121 VoiceInfo, Call Waiting and Three-Way Calling will incur airtime or roaming plus applicable long distance charges. You will incur airtime or roaming plus applicable long distance charges when accessing voice mail from your wireless phone. Call forwarding usage is charged at the same rate per minute as additional airtime for your calling plan, plus applicable long distance charges and will not apply towards your Included Minutes. You will be billed for each text message sent from your device, whether the message is delivered or not.

With Next Generation service, you will automatically receive limited access to AT&T MOBILITY data service for \$0.03 per kilobyte on any domestic GPRS network.

The end user's principal residence must be within an eligible AT&T MOBILITY area. For business or corporate responsibility customers, the end user's principal residence must be within an eligible AT&T MOBILITY area. (Please ask your Sales Representative for address verification.)

Eligibility requirements, pricing, features and calling areas are subject to change without notice. Service is subject to the applicable Service Areas and Features brochure and Terms and Conditions available in the AT&T MOBILITY Welcome Guide.

Fees: Activation, \$36 per line; Reconnection, \$25 per line; Returned Check Charge will not exceed \$20; AT&T MOBILITY ConnectSM-411, \$1.25 per use, plus airtime, roaming and applicable long distance, while on the AT&T MOBILITY network; Regulatory Programs Fee, \$1.75 monthly per line. Other charges, surcharges, universal connectivity charge, and federal, state and local taxes apply.

**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 AGREEMENTS

**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

Contractor

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.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

AUTHORIZED DEALERS

AT&T Mobility National Accounts LLC

D/B/A AT&T Mobility

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