

**QUANTITY PURCHASE AWARD AGREEMENT # _____
FOR WIRELESS COMMUNICATION SERVICES AND EQUIPMENT**

EDS # D2Q-2-ATTMobility

Agreement: This AT&T Corporate Digital Advantage Agreement between the State of Indiana acting by and through the Indiana Office of Technology for All State Agencies ("the State" or "Customer"), on behalf of itself and as agent for its Participating Entities, and AT&T Mobility National Accounts LLC ("AT&T" or "Contractor"), on behalf of itself and as agent for the Carriers, consists of (a) this Cover Page, (b) the attached AT&T Corporate Digital Advantage Program Description (the "Program Description"), (c) the General Terms and Conditions attached as Exhibit A ("General Terms and Conditions"), (d) the list of available Plans provided in the "Plans" page found at www.att.com/cda, (e) the Equipment provided in the "Equipment" page found at www.att.com/cda, as may be modified by AT&T from time to time, and further subject to availability limitations, (f) attached Exhibits, and (g) all AT&T materials incorporated by reference in the foregoing, including applicable Sales Information (collectively, the "Agreement").

Program Website: www.att.com/cda

Term: The Agreement is for an initial term beginning on the Effective Date and continuing for a period of:

Two (2) years Three (3) years Four (4) years Five (5) years

At the end of this initial term, the Agreement may be renewed for three additional, one year terms upon at least thirty (30) days advance written notice to the Contractor of the State's intent to renew.

AT&T and Customer agree that this is a Not to Exceed (NTE) agreement with a maximum value of \$20,000,000.00. Customer will not be liable for any charges incurred beyond the NTE amount. Upon reaching 75% of the NTE amount, AT&T and Customer will use good Faith efforts to determine if the NTE limit can be increased or additional funding applied to this agreement. If the parties reach a mutual agreement to a new NTE limit, the parties will sign an amendment to the agreement documenting such agreement. This provision shall not constitute a waiver of any charges incurred by the Customer prior to the time the parties mutually agree to amend or replace the agreement. If the parties are unable to reach an agreement, AT&T reserves the right to terminate service provided under this agreement when the maximum value of \$20,000,000.00 is reached.

AT&T is not obligated to provide Service to Customer under this agreement when the maximum value of \$20,000,000.00 is reached.

The NTE limit described herein shall not apply with respect to Participating Entities purchasing hereunder

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT
VERSION 6-A
PROGRAM DESCRIPTION

1. Service. AT&T, through Carriers, will provide Service to Customer, its Participating Entity and their respective Employees. Employees may receive Service under the Agreement as CRUs only. AT&T may sell and customer may purchase all mobility products and services which are included in the AT&T Corporate Digital Advantage Program Description (the "Program Description"), which may be amended from time to time.

2. [RESERVED]

3. Service Discount. AT&T will provide Customer with the following MSC Service Discount: **Twenty percent (20%) for CRUs.** AT&T will not apply the MSC Service Discount to (a) any Qualified Charges except the Monthly Service Charge; (b) other monthly service charges such as monthly recurring charges for features; and/or (b) any other charges under the Agreement. **AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. AT&T will advise Customer when such restrictions apply.**

4. Equipment Discount; Accessories Discount.

4.1 Equipment. Subject to the restrictions set forth in this §4.1, AT&T will provide Customer with an Equipment Discount of 40% on select Equipment found at the "Equipment" page of the Program Website, as may be modified by AT&T from time to time, and further subject to availability limitations. AT&T will apply the Equipment Discount only to the prices set forth on the Program Website, as may be modified by AT&T from time to time. AT&T will only provide Equipment with Service activated. The Equipment Discount only applies with new activations or eligible upgrades and may not be combined with any other equipment offer. AT&T may restrict or exclude certain Equipment from qualifying for the Equipment Discount. Such restrictions will be set forth in the "Equipment" page of the Program Website and/or the corresponding Sales Information.

4.2 Equipment Upgrade Solution. AT&T will provide Customer's CRUs with the Equipment upgrade solution described herein.

4.2.1 Upgrades. AT&T will provide Customer with the Equipment identified in §4.1 (the "Upgrade Equipment") for Customer's CRUs currently on active Service for at least twelve (12) months. Customer's CRUs must be on active AT&T Service for an additional twelve (12) months prior to upgrading a second time.

4.2.2 Price. Subject to availability, AT&T will provide the Upgrade Equipment at the prices identified in §4.1 to Customer's CRUs with respect to Numbers provisioned from AT&T Markets. AT&T will only ship such devices with active Service. No rebates or promotions apply.

4.3 Accessories Discount. Subject to the restrictions set forth in this §4.3, AT&T will provide Customer with a twenty-percent (20%) discount on select Accessories purchased by Customer and/or its CRUs through Customer's Premier website (the "Accessory Discount"). The discount off accessories is not available to Customer for orders placed through any other method. For purposes of this Agreement, the term "Accessories" means supplementary parts (e.g., batteries, chargers, cases and ear buds) for use with Equipment found at the "Equipment" page of the Program Website from time to time. Accessory selection is subject to availability limitations. The Accessory Discount will not apply to Accessories purchased for use with data-centric Equipment such as modems, replacement SIM cards and car kits or to Apple-branded Accessories, and the Accessory Discount may not be combined with any other promotional pricing or offer.

5. [RESERVED]

6. Customer Financial Responsibility. Customer must pay for all charges incurred under the Agreement that were incurred by Customer or their respective CRUs. Participating Entities or their CRU's shall be responsible for such charges pursuant to the Participation Agreement as described in section 10 below.

7. Invoicing Options. With respect to Service, Customer will have the invoicing options set forth in this §7.

7.1 Consolidated Invoicing. Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is currently available through Premier. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.

7.2 Corporate Responsibility User Invoicing. Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs each month that set forth such CRUs' Service charges for the preceding monthly billing cycle. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

7.3 Billing information. Contractor will provide the State with a paper or electronic copy (as requested) of their invoice within eighteen (18) months of the current billing cycle. Contractor will work with the State to present the billing data in an electronic format that has been mutually agreed to by the Parties.

8. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et seq., and audit guidelines specified in §9 below by the State.

9. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all charges incurred and payments made under this Agreement. They shall make such materials available at their respective offices not more than once each year during this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the State or its authorized designees for the purposes ascertaining the accuracy of Contractor's invoices. Copies shall be furnished to the State if requested; Contractor will provide reasonable cooperation with such an audit. The State must provide Contractor with at least thirty (30) days prior written notice for request for inspection of Contractor's records or to be furnished with copies thereof. The State acknowledges that its Contractor's records contain confidential information, said records shall be subject to the provisions of Confidentiality hereunder, and if applicable, the parties will sign a separate non-disclosure agreement. In the event that the State employs a third party to conduct an audit, and such third party must first execute an appropriate confidentiality agreement acceptable to Contractor and such third party may not be a competitor or Contractor or a party reasonably suspected by Contractor of having defaulted on other confidentiality obligations owed to Contractor. Further, the State acknowledges that Contractor's records provided under this provision are not subject to any inspection of, or disclosure to, any party under the Indiana Public Records Act, IC 5-14-3-1 et. Seq. Each party shall bear its own costs under this Paragraph.

10. Participating Entities.

10.1 Qualification. Customer agrees that any of its Participating Entities receiving Service under the Agreement meet and will continue to meet throughout the term of the Agreement, the definition of "Participating Entity" set forth herein. In addition, Customer expressly agrees to notify AT&T within ten (10) business days of when any such Participating Entity no longer qualifies as a "Participating Entity" hereunder.

10.2 Participation Agreement. Each Participating Entity must execute a Participation Agreement in form and substance set forth in Exhibit D, attached hereto and incorporated by reference.

10.3 Participating Entities Financial Responsibility. Each Participating Entity must pay for all charges incurred under the Agreement that were incurred by the Participating Entity or their respective CRUs.

10.4 Notification and Consent. Customer will notify its Participating Entities of any extensions, deletions, or other modifications to the terms and conditions of the Agreement, and Customer hereby consents to the disclosure of the terms and conditions of the Agreement to its Participating Entities.

10.5 Participating Entities Creditworthiness. Customer agrees that AT&T shall have the right, prior to accepting a Participation Agreement from a Participating Entity, to confirm each Participating Entity's creditworthiness based upon AT&T's credit policies. Customer acknowledges and agrees that AT&T may require

Participating Entities to tender a deposit if AT&T determines, in its reasonable judgment and based upon AT&T's internal credit policies, that a Participating Entity is not creditworthy, and AT&T may apply such deposit to any charges owed AT&T.

11. Customer's Participating Entities. Customer agrees that any of its Participating Entities receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in the General Terms and Conditions.

12. Resale and Other Prohibited Uses. Customer, its Participating Entities (if applicable) and their respective CRUs are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

13. Custom Plans.

13.1 General. Provided Customer is in full compliance with the Agreement, and subject to the restrictions set forth in this §13, in addition to the Plans found at the "Plans" page of the Program Website, Customer's CRUs may also select from (a) the custom Pooled Plans described in §13.1.1 along with Table 13.1.1 in Exhibit B, attached hereto and incorporated herein by reference ("GOV Pooled Plans"); and (b) the custom Integrated Plans described in §13.1.2 along with Table 13.1.2.1 and Table 13.1.2.2 in Exhibit C, attached hereto and incorporated herein by reference (the "Custom Integrated Plans"). Contractor will provide the GOV Pooled Plans and the Custom Integrated Plans for the term of the Agreement.

13.1.1 GOV Pooled Plans. The GOV Pooled Plans are not eligible for the MSC Service Discount. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information applies to the GOV Pooled Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this §13.1.1 and those set forth in the AT&T Business Pooled Nation Sales Information, the terms of this §13.1.1 will control.

13.1.2 Custom Integrated Plans. The Custom Integrated Plans are not eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. The Custom Integrated Plans are only available to Participant's CRUs activating new Service.

13.1.2.1 Custom Integrated Plans Without Tethering. Except as otherwise provided in this §13.1.2.1, the following applies to the Custom Integrated Plans without tethering described in Table 13.1.2.1: (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Brochure Sales Information applicable to the BlackBerry Enterprise Plan (without tethering) apply and (b) the Voice Service rates, terms and conditions of the Business Pooled Nation Sales Information apply to the "GOV Nation Pooled" Custom Integrated Plans. To the extent of any material conflict between the terms and conditions of this §13.1.2.1 and the Sales Information referenced herein, the terms of this §13.1.2.1 will control. The Custom Integrated Plans Without Tethering Plans are not eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

13.1.2.2 Custom Integrated Plans With Tethering. Except as otherwise provided in this §13.1.2.2, the following applies to the Custom Integrated Plans with tethering described in Table 13.1.2.2: (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Brochure Sales Information applicable to the BlackBerry Enterprise Plan (with tethering) apply and (b) the Voice Service rates, terms and conditions of the Business Pooled Nation Sales Information apply to the "GOV Nation Pooled" Custom Integrated Plans. To the extent of any material conflict between the terms and conditions of this §13.1.2.2 and the Sales Information referenced herein, the terms of this §13.1.2.2 will control. The Custom Integrated Plans With Tethering Plans are not eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

14. Recurring CRU Credits on Select Plans. Provided Customer is in full compliance with the Agreement, and subject to the restrictions set forth in this §14, AT&T will provide to Customer the following monthly recurring Service credits as described in Table 14 (each, a "Recurring Credit") for the term of the Agreement with respect to each qualified CRU who (a) activated Service with a two-year CRU Term on the corresponding Plan, and (b) remains on Service under such Plan at the time the Recurring CRU Credit is applied. The Recurring Credit may

take up to two billing cycles to appear on the applicable invoice. Notwithstanding the foregoing, no Recurring CRU Credit will be provided if Customer's account is not active and in good standing with respect to the applicable CRU.

TABLE 14

PLAN	RECURRING CREDIT
GOV GSM National Pooled Plan 100	\$3.00
GOV GSM National Pooled Plan 200	\$4.00
GOV GSM National Pooled Plan 300	\$5.00
GOV GSM National Pooled Plan 400	\$5.00
GOV GSM National Pooled Plan 500	\$5.00
GOV GSM National Pooled Plan 600	\$5.00
GOV GSM National Pooled Plan 700	\$5.00
GOV GSM National Pooled Plan 800	\$5.00
GOV GSM National Pooled Plan 900	\$5.00
GOV GSM National Pooled Plan 1000	\$15.00
GOV GSM National Pooled Plan 6000	\$40.00
Messaging 200 when combined with a Voice Service Plan with an MSC of \$39.99 or higher and maintained on the same device	\$3.00
Messaging 1500 when combined with a Voice Service Plan with an MSC of \$39.99 or higher and maintained on the same device	\$7.00
Messaging Unlimited when combined with a Voice Service Plan with an MSC of \$39.99 or higher and maintained on the same device	\$10.00
DataConnect 5GB plan with an MSC of \$60.00	\$12.51

15. Custom Business National Flat Rate Plan. AT&T will provide CRUs with the AT&T Business National Flat Rate Plan subject to the terms and conditions of this §15, Table 15.1, and the corresponding Sales Information. The Custom Flat Rate Plan is only available to Customer's CRUs eligible to activate Service on the AT&T Business National Flat Rate Plan.

TABLE 151

Monthly Service Charge	\$6.24
Home Airtime Rate	\$0.07 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	Not Included
Night / Weekend Minutes	Not Included

15.1 Condition to AT&T Providing Custom Business National Flat Rate Plan. The Custom Business National Flat Rate Plan is not available to be used in conjunction with any other voice Service plans on the same customer account number. The parties acknowledge and agree that if Customer fails to meet its obligation not to use the Custom Business National Flat Rate Plan with other voice Service plans under the same customer account, AT&T is not obligated to provide the AT&T Business National Flat Rate Plan.

16. Waiver of Activation Fees. AT&T will waive the \$36 start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs activating new Service on available Voice Service Plans, and Wireless Data Service Plans listed at the "Plans" page of the Program Website.

17. Waiver of Shipping Fees. AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.

18. Definitions. In addition to terms defined elsewhere, these terms have the following meanings in the Agreement:

18.1 “CRU” and “Corporate Responsibility User” mean an Employee receiving Service under Customer’s account.

18.2 “CRU Term” means with respect to each CRU, a Service term of two (2), one (1), or zero (0) years selected by a CRU or Customer on behalf of such CRU. The CRU Term begins on the date the corresponding CRU is (a) activated on Service or (b) upgraded to new Equipment (with or without a migration to a different Plan) under this Agreement.

18.3 “Effective Date” means the effective date of this Agreement.

18.4 “Employees” means Customer’s or its Participating Entities current, validated personnel receiving Federal W-2 or K-1 tax treatment.

18.5 “Equipment Discount” means a discount on select Equipment found at the Program Website, as described in this Program Description.

18.6 “End Users” means CRUs only.

18.7 [RESERVED]

18.8 [RESERVED]

18.9 [RESERVED]

18.10 “Monthly Service Charge” means a Plan’s monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

18.11 “MSC Service Discount” or “Monthly Service Charge Discount” means the Service Discount applied to an eligible End User’s Monthly Service Charge as described in this Program Description. Unless otherwise specified, the term “Service Discount” found in any Attachments incorporated into this Agreement means the MSC Service Discount with respect to End Users in AT&T Markets.

18.12 “Non-Qualified Charges” refers 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) monthly access charges related to AT&T’s abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges when not using AT&T’s wireless network, (f) charges for other goods and services that Customer, a CRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as “Qualified Charges” herein.

18.13 “Participating Entity” means an authorized government entity within the State of Indiana, including all State agencies, bodies corporate and politic, and local public bodies, cities, courts, counties, public safety institutions, public schools and institutions of higher education that has executed a corresponding Participation Agreement. Most State agencies are listed at http://www.in.gov/core/find_agency.html.

18.14 “Qualified Charges” refers to the following undiscounted Service charges: (a) one-time charges for Service activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T’s wireless network, (e) charges for detail billing, (f) charges for tethering when using AT&T’s wireless network, and (g) charges for additional wireless service features such as voice mail when using AT&T’s wireless network, but excluding enhanced features such as directory assistance or fee-based information services.

18.15 “Service Discount” means a monthly discount on Service, applied to an End User’s Qualified Charges or Monthly Service Charge as described in this Program Description.

18.16 “Service Revenue” means revenue from Qualified Charges realized by AT&T.

18.17 “Term Year” means any year of the term of the Agreement, including any renewal year.

19. Supplemental Services. Customer may from time to time subscribe to services, features or software applications provided by third parties including, but not limited to, (a) operator services, (b) loss protection, (c) fleet tracking, field service, sales force automation and other software-based features and applications, and (d) messaging, email, email forwarding or other server software-based services (collectively, "Supplemental Services"). Customer acknowledges that access to such Supplemental Services requires a separate licensing or other agreement between Customer and the third party and that certain Supplemental Services will be billed to Customer's or CRUs' invoices on behalf of the third party pursuant to the terms and conditions of AT&T's Alliance Billing Service Attachment. In addition to the other disclaimers and limitations of liability set forth in this §19, AT&T WILL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY CLAIMING BY OR THROUGH CUSTOMER FOR THE ACCURACY, TIMELINESS, OR CONTINUED AVAILABILITY OF SUCH SUPPLEMENTAL SERVICES.

20. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, Exhibits, and other applicable online terms and conditions, apply throughout all such documents.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of AT&T, that he/she has not, nor has any other member, employee, representative, agent or officer of AT&T, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, AT&T and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

AT&T Mobility National Accounts, LLC

By: Marcellus Brooks
Printed Name: Marcellus Brooks
Title: Senior Contract Manager
Date: January 26, 2012

Indiana Office of Technology

By: Brian Arrowood
Brian Arrowood, Chief Information Officer
Date: 2-8-12

**Approved by:
Department of Administration**

By: Robert D. Wynkoop (for)
Robert D. Wynkoop, Commissioner
Date: 2/15/12

**Approved by:
State Budget Agency**

By: Adam M. Horst (for)
Adam M. Horst, Director
Date: 2-29-12

**APPROVED as to Form and Legality:
Office of the Attorney General**

Gregory F. Zoeller (for)
Gregory F. Zoeller, Attorney General
Date: 3/7/12

EXHIBIT A

General Terms and Conditions Version 4.8 (dated January 10, 2011)

1. Service.

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

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

2. Plans and Sales Information. Customer may choose from Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by AT&T from time to time. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer (including, without limitation, any Supplemental Service) selected when Service is activated or changed. Certain terms and conditions are set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms; product-specific pricing and/or additional product-specific terms and conditions are set forth in separate product briefs and rate brochures, at wireless.att.com/businesscenter, and/or in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular rate plan, AT&T may change their rate plan to one for which they qualify. Customer can contact its AT&T representative for copies of the Sales Information. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas) are subject to change without notice. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

3. Equipment.

3.1 Availability. With respect to Numbers provisioned from AT&T Markets, Customer may purchase available Equipment found at the "Equipment" page of the Program Website, the list

of which may be modified by AT&T from time to time. Specific models of Equipment are subject to availability limitations.

3.2 General. Customer is responsible for all phones and other Equipment containing a SIM assigned to Customer and/or its CRUs under Customer's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from AT&T or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of AT&T's wireless network, including those that work while on AT&T's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. AT&T may periodically program Customer's Equipment remotely with system settings for roaming service, to direct Customer's Equipment to use network services most appropriate for Customer's CRUs' typical usage, and other features that cannot be changed manually. Equipment purchased for use on AT&T's system is designed for use exclusively on AT&T's system. Customer agrees that Customer and/or its CRUs won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

3.3 Shipping, Title and Risk of Loss. Subject to availability, and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by Customer and/or its End Users to the address specified in the order within two (2) to five (5) business days of AT&T's receipt of the order. Title and risk of loss will pass to Customer upon delivery of the Equipment to the address specified in the order.

4. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to activate, migrate, terminate, or otherwise modify Service or to purchase Equipment, as may be modified from time to time. Customer authorizes AT&T to provide information about and to make changes to Customer's account, including adding new Service, upon the direction of any individual representative of Customer able to provide information AT&T deems sufficient to identify Customer. Any order for Service and/or Equipment that Customer's representative submits to AT&T will be binding upon Customer pursuant to the terms and conditions of this Agreement. AT&T may reasonably rely on the authority of any person who executes an order on Customer's behalf. Customer consents to the use by AT&T or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Customer and/or its CRUs to advise Customer and/or its CRUs about AT&T's Services or other matters AT&T believes may be of interest to Customer and its CRUs. In any event, AT&T reserves the right to contact Customer and/or its CRUs by any means regarding customer service-related notifications, or other such information.

4.2 Additional Products, Services, Equipment, and Programs. AT&T may make additional products, services, Equipment and/or programs available to Customer. To the extent Customer orders, pays for, or otherwise receives the benefit of any products, services, Equipment and/or programs, Customer will be bound by the terms and conditions of their respective Attachments found in the "Additional Products, Services, Equipment and Programs" section of the Program Website, as such terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.

4.3 Identification and Password. Before Customer may use certain AT&T online activation, enrollment, configuration and/or support services, an authorized representative of Customer must register with AT&T and create a login identification ("ID") and password. Use of

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

4.4 Supplemental Services. Customer may from time to time subscribe to services, features or software applications provided by third parties including, but not limited to, (a) operator services, (b) loss protection, (c) fleet tracking, field service, sales force automation and other software-based features and applications, and (d) messaging, email, email forwarding or other server software-based services (collectively, "Supplemental Services"). Customer acknowledges that access to such Supplemental Services typically requires a separate licensing or other agreement between Customer and the third party and that Customer is also subject to the terms and conditions of that agreement.

5. Payment and Charges.

5.1 Payment. Customer must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, activation, optional feature charges, license fees, toll, collect call and directory assistance charges, Equipment, Supplemental Services, and any other charges or calls billed to a CRU's phone number. Customer may be billed for multiple types of usage simultaneously. Customer must also pay Taxes (as defined below), administrative and late payment fees, restoral and reactivation charges, and any Regulatory Cost Recovery Fee and other surcharges. For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice.

5.1.1 Taxes. The State is exempt from state and local taxes and many federal taxes. The Customer will be responsible for taxes and related fees applicable to all customers subscribing to the same service as Customer from which it is not exempt. For clarity, Taxes shall not include taxes imposed upon AT&T's or the Carriers' income or taxes related to AT&T's or the Carriers' employees. Customer will provide exemption certificates for taxes and fees from which it is exempt.

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

5.2 Charges.

5.2.1 Generally. If Equipment is shipped to Customer or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Customer may be charged for Services while the Equipment is still in transit. Except as provided below, monthly service and certain other charges are billed one month in advance and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges are billed in arrears if Customer is a former customer of AT&T Wireless and maintain uninterrupted service on select Plans; however, if Customer elects to receive invoices for Service combined with Customer's wireline phone bill (where available), Customer will be billed in advance as provided above. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined

allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. AT&T may bill Customer in a format as AT&T determines from time to time. Additional charges may apply for additional copies of invoices, or for detailed information about Customer's usage of Services. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Customer's Anytime monthly minutes in the month in which the calls appear on Customer's bill. Customer also remains responsible for paying the monthly service fee if Service is suspended for nonpayment. AT&T may require payment by money order, cashier's check, or a similarly secure form of payment at AT&T's discretion. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations. Service charges may differ by Service Area. Services, Equipment and Supplemental Services may incur charges in a different manner than set forth herein, and AT&T will advise Customer of any such differences in the corresponding Attachment and/or Sales Information. Certain Supplemental Services and non-stocked Equipment may be billed to Customer's or its CRUs' invoices, as applicable, by AT&T on behalf of the third party provider pursuant to the terms and conditions of AT&T's Alliance Billing Service Attachment found at the Program Website. AT&T will advise Customer when the Alliance Billing Service applies.

5.2.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed. All outgoing calls on AT&T's wireless network for which AT&T's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for AT&T to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of AT&T's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

5.2.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND

RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. AT&T's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on AT&T's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply only to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its roaming partners' wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

5.3 Software. Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software. For the avoidance of doubt, software referred to herein does not include Software (as defined in the Sales Information found at att.com/abs-addtl-terms) or any Supplemental Service.

5.4 Disputed Charges. Refer to Paragraph 9 of this Exhibit A

5.5 Late Payment Fee. The provisions of IC 5-17-5-1 (Penalty for Late Payments of Amounts Due on Public Contracts) control.

5.6 Advance Payments and/or Deposits. AT&T may require Participating Entity to make deposits or advance payments for Service, which AT&T may offset against any unpaid balance on Participating Entity's account. Interest will not be paid on advance payments or deposits unless required by law. AT&T may require additional advance payments or deposits if AT&T determines that the initial payment was inadequate. Based on Participating Entity's creditworthiness as AT&T determines it, AT&T may establish a credit limit and restrict Service. If Participating Entity's account balance goes beyond the limit AT&T set for Participating Entity, AT&T may immediately interrupt or suspend Service until Participating Entity's balance is brought below the limit. Any charges incurred by Participating Entity's CRUs' in excess of Participating Entity's limit become immediately due. AT&T will charge Participating Entity up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

6. Default, Termination, Cure and Remedies.

6.1 Default and Termination. If either party fails to perform or observe any material term or condition of this Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with the terms and conditions of §6.2 below.

6.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement under §6.1 above must notify the defaulting party in writing at least thirty (30) days prior to the

proposed termination date. This written notice must specify the default(s) giving rise to the right to terminate the Agreement, and must specify a proposed termination date. The defaulting party will have thirty (30) days in which to cure the default(s), unless such cure period is extended by agreement of the parties. If the default is not cured within this thirty (30) day cure period or any extension thereof, then the Agreement will automatically terminate at the close of business on the termination date specified in the written notice or any agreed extension.

6.3 Termination for Deletion of Service Area. If the deletion of any Service Area materially reduces the Service provided to Customer hereunder, then Customer, within thirty (30) days of the effective date of the Service Area deletion, must notify AT&T in writing of its intent to terminate. Such written notice must specify the material Service Area deletion and must specify a proposed termination date no earlier than thirty (30) days from the date of the notice.

6.4 Remedies. Upon termination for any reason, the parties may seek any remedies available at law or in equity, and Customer will pay to AT&T all amounts incurred hereunder as of the termination date, including any Cancellation Fee(s), if applicable. If the Agreement includes a Termination Charge in lieu of Cancellation Fees, then (a) upon termination resulting from Customer's default under §6.1 above, Customer must pay AT&T the Termination Charge; and (b) upon termination resulting from AT&T's default under §6.1 above or upon termination under §6.3 above, Customer will not be required to pay the Termination Charge. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

6.5 Termination for Convenience. This Agreement may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to AT&T of a Termination Notice at least sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to AT&T exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

7. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

7.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, EQUIPMENT OR SUPPLEMENTAL SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF

EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE AND/OR SUPPLEMENTAL SERVICE.

7.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE OR SUPPLEMENTAL SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY FOUR (24) HOURS.

(b) §7.2(a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
(ii) BREACH OF §12 (Publicity and Advertising) OR §13.6 (Confidential Information); OR
(iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER AT&T NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

7.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE, EQUIPMENT OR SUPPLEMENTAL SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS PARTICIPATING ENTITY'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

7.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of AT&T, Customer and their respective Participating Entities, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this §7 will survive failure of any exclusive remedies provided in this Agreement.

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

9. Dispute Resolution. Should any disputes arise with respect to this Agreement, the Contractor and the State agree to act immediately to resolve such disputes, provided the

disputing party provides written notice of such dispute, describing in reasonable detail the reason for the dispute. Time is of the essence in the resolution of disputes.

- A. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor
- B. If a party to the Agreement is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
 1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

10. No Class Actions. [RESERVED]

11. Use of Service.

11.1 Changes to Numbers. Except as otherwise provided by law, Customer has no property rights to any Number and AT&T may change any such Number.

11.2 Fraud Prohibited. Customer and its respective CRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Customer's Equipment is lost or stolen, Customer and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting AT&T at the phone number listed on the monthly invoice or at wireless.att.com. Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T except as otherwise provided by law, and Customer remains responsible for complying with all other obligations under this Agreement including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if AT&T or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner.

Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Customer notice of its intent to cancel. In the event Customer instructs the Carrier to retain Service, Customer will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided. Additionally, Customer agrees to adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by AT&T or, if not adopted by Customer, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

11.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

11.4 Ownership. AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Neither Customer nor any of its Participating Entities may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

11.5 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of AT&T's systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

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

11.7 Location-Based Services. AT&T collects information about the approximate location of Equipment in relation to AT&T's cell towers and the Global Positioning System ("GPS"). AT&T uses that information, as well as other usage and performance information also obtained from AT&T's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve AT&T's network and the quality of customers' wireless experience. AT&T may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data

may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is Customer's responsibility to notify all CRUs on Customer's account that AT&T may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Customer's request or the request of a CRU on Customer's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). Customer should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details

11.8 AT&T 411 Info. AT&T's directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. Customer understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to AT&T's use of the CRU's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details.

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

12. Publicity and Advertising. Neither party will publish or use any advertising, sales promotion, press release or other publicity that uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

13. Miscellaneous.

13.1 Defined Terms. Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising this Agreement including, without limitation, the Cover Page (if applicable), the Program Description, the General Terms and Conditions, and all attachments. In addition to the terms defined elsewhere, these terms will have the following meanings in the Agreement:

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

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

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

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

13.1.5 "Equipment" means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.

13.1.6 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

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

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

13.1.9 "Voice Service" means wireless voice telecommunications services.

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

13.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either party may, without the other party's consent, assign this Agreement to an Affiliate or to any entity that acquires substantially all of the party's business or stock and AT&T may assign its right to receive payments hereunder. Subject to the foregoing, this Agreement will be binding upon the assignees of the respective parties.

13.3 Compliance with Laws. AT&T and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement.

13.4 Entire Agreement. Unless specifically set forth herein, this Agreement is the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. Any change, modification or waiver of any of the terms and conditions of the Agreement will not be binding unless made in a writing manually signed by both parties. If the terms contained in this Agreement conflict or are inconsistent with the terms of any purchase order or other document provided by Customer, the terms of this Agreement will control.

13.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in the State of Indiana.

13.6 Confidentiality. The provisions of IC 5-14-3 (Access to Public Records) control. AT&T acknowledges that the Agreement will be posted on the State's online active contract database.

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

(If via regular or certified mail)

AT&T Mobility National Accounts, LLC P.O. Box 97061

Redmond, WA 98073

Attn: Offer, Development & Negotiation Facsimile Number: 425-580-9886

(If via overnight delivery)

AT&T Mobility National Accounts, LLC 16331 NE 72nd Way, RTC 1

Redmond, WA 98052

Attn: Offer, Development & Negotiation

With a copy to AT&T Legal Facsimile Number: 908-532-1263

Notice to the state shall be sent to:

Indiana Office of Technology

ATTN: Contract Administrator

100 North Senate Avenue, Room N-551

Indianapolis, IN 46204

mhempel@idoa.IN.gov and contracts@iot.in.gov

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

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

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

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

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

13.13 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

14. Compliance with Laws.

A. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6 and IC § 4-2-7.

B. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination of the Agreement and denial of further work with the State.

C. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

D. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15 Drug-Free Workplace Certification. As required by Executive Order 09-4, the Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that an employee of the Contractor *in the State of Indiana* supporting these Services has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in the Form Contract is in excess of \$25,000.00, the Contractor hereby further agrees that the Form Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16 Funding Cancellation. As required by IC 5-22-17-5 and Financial Management Circular 2007-1, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. To the extent funds are no longer available then the State shall provide written notice to the Contractor and the State shall be responsible for services provided up to the date of termination.

17 Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor attests that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law.

18 Payments. The State shall make payment to the Contractor within 35 days pursuant to IC 5-17-5 and, as required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

19 Renewal. This contract may be renewed for three additional one year periods under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4.

The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

20 Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

EXHIBIT B

Table 13.1.1

	GOV GSM National Pooled Plan 100	GOV GSM National Pooled Plan 200	GOV GSM National Pooled Plan 300	GOV GSM National Pooled Plan 400	GOV GSM National Pooled Plan 500	GOV GSM National Pooled Plan 600	GOV GSM National Pooled Plan 700	GOV GSM National Pooled Plan 800	GOV GSM National Pooled Plan 900	GOV GSM National Pooled Plan 1000	GOV GSM National Pooled Plan 6000
Monthly Service Charge	\$24.00	\$27.00	\$31.20	\$35.20	\$39.20	\$42.40	\$45.60	\$48.80	\$52.00	\$56.00	\$164.00
Anytime Minutes	100	200	300	400	500	600	700	800	900	1000	6000
Overage Rate	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Included Nights & Weekend Minutes	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included

Only up to 4 of the buckets may be used on a Foundation Account Number (FAN)

EXHIBIT C

Table 13.1.2.1

CUSTOM INTEGRATED PLANS WITHOUT TETHERING

	GOV Nation Pooled 300 Plan	GOV Nation Pooled 600 Plan	GOV Nation Pooled 900 Plan
Monthly Service Charge	\$50.00	\$63.00	\$72.00
Anytime Minutes	300	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Included Data Access	Internet Browsing and Email	Internet Browsing and Email	Internet Browsing and Email
Unlimited Text	Yes	Yes	Yes

Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)

Table 13.1.2.2

CUSTOM INTEGRATED PLANS WITH TETHERING

	GOV Nation Pooled 300 Plan	GOV Nation Pooled 600 Plan	GOV Nation Pooled 900 Plan
Monthly Service Charge	\$62.00	\$75.00	\$84.00
Anytime Minutes	300	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Included Data Access	Internet Browsing and Email	Internet Browsing and Email	Internet Browsing and Email
Unlimited Text	Yes	Yes	Yes

Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)

Exhibit D
Participation Agreement

This Participation Agreement (the "Participation Agreement") is entered into this _____ day of _____, _____, by and between AT&T Mobility National Accounts LLC ("AT&T") and _____ ("Participant").

1. Recitals.

1.1 AT&T and the State of Indiana entered into that certain AT&T Corporate Digital Advantage Agreement dated _____ (the "Agreement").

1.2 Participant is a Participating Entity under the Agreement that wants to obtain Service from AT&T in connection with the Agreement.

1.3 In order to participate in the Agreement, Customer requires Participant to enter into this Participation Agreement.

2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participant hereby agree to the terms and conditions of this Participation Agreement. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement.

3. Incorporation of Agreement. AT&T and Participant agree that all the terms and conditions of the Agreement are incorporated herein by this reference. Participant further agrees that it has reviewed and understood the terms and conditions of the Agreement. In the event of any conflict between this Participation Agreement and the Agreement, the Agreement shall control.

4. Adoption of Agreement. Participant acknowledges and agrees that it is participating under the Agreement and that Customer and/or AT&T may modify the Agreement at any time. Participant agrees to all the terms and conditions set forth in the Agreement as so modified, and hereby consents to, agrees to be bound by, and waives notice of any extensions, deletions or other modifications of the terms and conditions of the Agreement agreed upon by Customer and AT&T (including, without limitation, any extension of the initial term, any addition of new products, services or programs, or any deletions or modifications of program benefits). Participant further acknowledges and agrees that all terms, conditions, rights and remedies under the Agreement are fully enforceable against Participant as if Participant were the Customer (including, without limitation, any requirements regarding CRU Terms and any obligation to pay Cancellation Fee(s)); provided, however, that (a) Participant has no right to set, modify or retain any portion of the Service Discount; (b) Participant has no right to terminate the Agreement or any other Participating Entity's Participation Agreement; (c) Participant has no right to any notices under the Agreement; and (d) any and all other rights and remedies available to Participant as "Customer" hereunder will be applicable to Participant only with respect to this Participation Agreement.

5. Service. AT&T agrees to provide Service to Participant pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participant acknowledges and agrees that it is liable for all charges incurred hereunder by Participant and its CRUs. Participant may receive Service under the Participation Agreement as CRUs only

6. Term. This Participation Agreement will commence on the date first written above and will be coterminous with the Agreement.

7. Representations and Warranties. Participant hereby represents and warrants that: (a) it meets, and will continue to meet throughout the term of this Participation Agreement definition of "Participating Entity" as set forth in the Program Description; and (b) all of Participant's CRUs are Participant's current Employees. Participant hereby expressly agrees to notify AT&T within ten (10) days if it no longer meets the definition of Participating Entity hereunder.

8. Creditworthiness. Participant agrees that AT&T shall have the right, prior to accepting a Participation

Agreement from Participant, to confirm Participant's creditworthiness based upon AT&T's credit policies. Participant acknowledges and agrees that AT&T may require Participant to tender a deposit if AT&T determines, in its reasonable judgment and based upon AT&T's internal credit policies, that Participant is not creditworthy, and AT&T may apply such deposit to any charges owed AT&T.

9. Default and Termination of Participation Agreement.

9.1 Participant Default; Termination by AT&T. Participant agrees that it will be an event of default hereunder if: (a) Participant no longer meets the definition of Participating Entity under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement; or (b) Customer is in default under the Agreement.

9.2 Notice and Opportunity to Cure. In the event of a default under §9.1(a) above, Participant will have the notice and cure rights set forth in the General Terms and Conditions. In the event of a default under §9.1(b) above, Participant will not have any notice or cure rights, and AT&T will have the right to terminate the Participation Agreement immediately.

9.3 Charges and Remedies. Upon termination pursuant to §9.1 herein, AT&T may seek any remedies available at law or in equity, and Participant will pay to AT&T all amounts incurred hereunder as of the termination date.

9. Address for Notices. All notices, requests, demands and other communications to Participant required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____ FAX: _____

E-mail: _____

Tax ID: _____

10. Consent to Disclosure. Participant consents to the disclosure by AT&T to Customer of information regarding the number of Participant's CRUs who are receiving Service under this Participation Agreement, the amount of revenue received by AT&T as a result of Participant's participation under the Agreement, and such similar information arising in connection with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date first written above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

Participant Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit E
IPHONE AND IPAD ATTACHMENT
Last Revised 10/7/11

1. General. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide the iPhone Solution and the iPad Solution, as described more fully below.

1.1 iPhone Solution. AT&T will provide iPhones and post-paid Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified End Users.

1.2 iPad Solution. AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified CRUs.

2. [RESERVED]

3. Plans. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), (b) the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"), or (c) the AT&T HSPA+ network ("HSPA+ iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Subscription to Wireless Data Service is optional for the iPad Solution. iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services.

3.1 [RESERVED]

3.1.2 [RESERVED]

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

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

3.4 Plan Requirements for iPad. To receive Wireless Data Service as part of the iPad Solution, End Users must have an iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time. The iPad Solution is not available with pre-paid Wireless Data Services.

4. Additional iPhone and iPad Terms and Conditions. Both the iPhone Solution and the iPad Solution utilize third party software and, accordingly, are subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges and agrees to the iPhone Terms and Conditions found in the iPhone box and at <http://apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time. With respect to Customer's CRUs with the iPad Solution, Customer acknowledges and agrees to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>, as may be modified from time to time.

5. [RESERVED]

6. Service Discount.

6.1 [RESERVED]

6.2 3G iPhone and HSPA+ iPhone. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount, and any applicable credit or waived fee described in the Agreement, with respect to End Users activated on the Plans referenced in §§3.2 and 3.3 above.

6.3 iPad. AT&T will provide the Service Discount with respect to End Users activated on the Plan referenced in §3.4 above.

7. Equipment Discount. Notwithstanding anything to the contrary in the Agreement, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Agreement, on iPhones, iPads or Apple-branded accessories.

8. Restrictions. The iPhone Solution and the iPad Solution are not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (*e.g.*, OfficeReach™ and Unified Messaging), which will be disabled or removed at time of activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

9. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and iPads and to activate, migrate, terminate or otherwise modify the iPhone Solution and/or the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones and iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPhone and iPad returns are subject to a restocking fee, except where prohibited. iPhone and iPad returns must occur within 14 days of purchase but are not subject to the restocking fee if returned unopened and Customer did not purchase the Plan specified in §3.2 , §3.3 or §3.4 above. For complete details, Customer should refer to <http://att.com/retumpolicy>.

10. Discontinuation. Notwithstanding anything to the contrary elsewhere in the Agreement, AT&T may (a) discontinue offering or providing the iPhone Solution at any time for any reason upon at least 30 days written notice to Customer, and (b) discontinue offering or providing the iPad Solution at any time for any reason without notice.

11. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A. In the event of any expressly conflicting provisions between this Exhibit and the remainder of the Agreement, the terms and conditions of this Exhibit control but only with respect to the subject matter of this Exhibit

Exhibit F
PREMIER ATTACHMENT
Last Revised 5/30/07

1. Premier. AT&T will provide Customer with access to AT&T's Premier online ordering and fulfillment portal ("Premier") subject to the terms and conditions of the Agreement, including, without limitation, this Attachment. Customer must be in compliance with the Agreement to be eligible to access Premier.

2. Access to Premier.

2.1 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 §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 Premier to purchase Service and Equipment for Corporate Responsibility Users. 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 account, through Premier or otherwise, using Customer's Password.

3. 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.

4. 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.

5. 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.

6. Additional Limitation of Liability. AT&T WILL NOT BE LIABLE FOR ANY DELAYS IN PROVIDING INFORMATION ON PREMIER OR FOR ANY FAILURE OF PREMIER. 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.

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 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).

8. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.

Exhibit G
AT&T SATELLITE AUGMENTED MOBILE SERVICE ATTACHMENT
Last Revised 11/4/10

1. General. Pursuant to the terms and conditions of the Agreement (including without limitation this Attachment), AT&T will provide AT&T Satellite Augmented Mobile Service ("SAM") and Equipment for SAM (collectively, the "SAM Solution") to Customer and its qualified CRUs, as described more fully in this Attachment.

2. SAM Description. SAM is an optional, add-on feature that provides Customer's qualified CRUs with access to a third party satellite network for use when the AT&T cellular wireless network is unavailable. SAM enables satellite voice and data communications as described below (collectively, "Satellite Service"). For the avoidance of doubt, the Satellite Service is deemed to be a "Service" for purposes of the Agreement.

2.1 Availability. SAM provides roaming access to a satellite network owned and operated by TerreStar Networks Inc. ("TerreStar") when coverage is not available on the AT&T cellular wireless network or on the networks of other wireless carriers in the United States, Puerto Rico and U.S. Virgin Islands with whom AT&T has cellular wireless roaming agreements. The Satellite Service is only available in the United States (including Alaska, Hawaii and coastal waters), Puerto Rico, and the US Virgin Islands within the operating range of TerreStar's satellite system ("Satellite Service Areas"). A SAM coverage map is available at <http://terrestar.com/coverage>. The SAM coverage map denotes (a) "primary" Satellite Service Areas (i.e., the continental United States and coastal waters) where SAM-compatible devices can access the satellite network without an additional external device antenna, and (b) "secondary" Satellite Service Areas (i.e., Hawaii, Alaska, Puerto Rico and the U.S. Virgin Islands) where an additional external device antenna, sold separately, is required or recommended to access the satellite signal. Gaps in Satellite Service coverage may occur within the Satellite Service Area shown on the SAM coverage map, which, by its nature, is only an approximation of actual coverage.

2.2 SAM Requirements.

2.2.1 Equipment. SAM requires a compatible TerreStar Genus™ dual mode (cellular and satellite) smartphone (the "SAM Equipment"). The SAM Equipment is non-stocked. Customer and/or its authorized CRUs may purchase and activate the SAM Equipment only through AT&T's direct sales channel (or through select, indirect AT&T Industry & Mobility Alliance Program dealers), not through Premier, Enterprise On Demand, AT&T retail locations or other sales channels.

2.2.2 Feature Pricing and Plan Requirements. Pricing for SAM is set forth in the SAM Sales Information and includes, without limitation, (a) a monthly recurring charge for access to the TerreStar satellite network (the "SAM Subscription") and (b) applicable per-minute voice usage charges, per-message SMS charges and per-megabyte data usage charges for the Satellite Service. SAM also requires subscription to qualified Voice Service and Wireless Data Service for use of the AT&T cellular network. Customer's CRUs must have and maintain an eligible Voice Service Plan and an eligible Wireless Data Service Plan for smartphones.

2.3 Usage and Availability Limitations. In order to minimize unintended satellite roaming charges and maximize battery life, the SAM Equipment defaults to cellular wireless mode. To use Satellite Service, the CRU must first activate the satellite receiver in the SAM Equipment; switching between the AT&T cellular wireless network and the TerreStar satellite network will not happen automatically. Cellular wireless calls and/or data sessions must be completed prior to switching to the satellite network or they will be dropped. Availability of Satellite Service, quality of coverage, and access to services while roaming on TerreStar's satellite network are not guaranteed. Many AT&T cellular wireless products and features, including without limitation Push to Talk, Wireless Priority Service, Video Share, services requiring "Circuit Switched Data" capability (such as voice encryption services, cellular fax or modem capability), and Supplemental Services, are not compatible with the Satellite Service and/or the SAM Equipment. Satellite Service is intended for backup wireless connectivity only; it is not suitable for, among other things, primary wireless connectivity, two-way video (or other uses that involve the transmission of large amounts of data), or emergency or mission-critical communications. The use of the SAM Solution as a fixed satellite service (stationary installation) is expressly prohibited.

2.4 Additional Conditions, Restrictions and Limitations. In order for Customer's CRUs to use the Satellite Service, the SAM Equipment must have an unobstructed line of sight to the TerreStar satellite. Satellite Service is not available indoors or in vehicles with a covered canopy/roof. When outdoors, clouds or precipitation

will generally not materially affect the Satellite Service, but buildings, terrain, foliage or other solid objects (including thick glass or wire mesh) may block direct line of sight to the satellite. Satellite Service is also subject to satellite capacity limitations, satellite repairs and other maintenance activity, suspected fraud, abuse or misuse of the satellite network, and other Service limitations and disclaimers set forth elsewhere in the Agreement. Satellite Service is also subject to latency issues. Establishing a connection to the TerreStar satellite network may take several minutes, depending on satellite signal strength, system capacity limitations, and whether the called party is using a satellite, wireline or cellular network, as well as their geographical location and roaming status. Voice and data connections will experience approximately 250 milliseconds (1/4 second) of latency each way when communicating to a cellular or wireline-connected server or device and approximately 500 milliseconds (1/2 second) of latency each way when communicating between two satellite devices due to the distance between the CRU and the satellite. Data speeds when using the TerreStar satellite network will be substantially slower than those typically available on the AT&T cellular wireless network.

3. Contribution Toward Program Requirements. Customer's CRUs with the SAM Solution will be included for purposes of determining whether Customer meets the program eligibility requirements set forth in the Agreement.

4. Discounts.

4.1 Service Discount. The SAM Subscription and associated Satellite Service charges referred to in Section 2.2.2 above are not eligible for the Service Discount described in the Agreement.

4.2 Equipment Discount. Due to the non-stocked nature of the SAM Equipment, Customer and its CRUs will not receive the Equipment Discount, or any other smartphone-related discount or promotion described in the Agreement, on the required SAM Equipment.

5. Policies and Processes. Customer and its CRUs must follow the policies and processes established by AT&T to activate, migrate to and from, or terminate SAM and purchase SAM Equipment, as such policies and processes may be modified from time to time. Such policies and processes include, without limitation, requiring CRUs using the SAM Equipment to maintain both an active SAM Subscription and active subscriptions to the required Voice Service and Wireless Data Service Plans as long as SAM is available from AT&T. If it is determined that a CRU is using the SAM Equipment without the SAM Subscription and/or a required Plan, AT&T reserves the right to add the SAM Subscription and/or Plan to the CRU's line of service and bill Customer for the appropriate monthly fee. Customer and/or CRUs wishing to permanently deactivate the SAM Subscription will be required to migrate their Voice Service Plan and Wireless Data Service Plan (and any add-on cellular features) to then available, cellular-only Equipment. In addition, because the SAM Equipment is non-stocked, AT&T's standard equipment return processes for stocked devices found at <http://att.com/returnpolicy> do not apply. Rather, for SAM Equipment purchased directly from AT&T, Customer will be subject to the equipment return processes detailed on the SAM Equipment order form executed by Customer's representative at the time of purchase. Such return processes include, without limitation, the requirement that Customer (a) contact AT&T Business Care within 30 days after shipment of the SAM Equipment to request a return; and (b) return the SAM Equipment by mail within 7 days of obtaining a Return Materials Authorization form. SAM Equipment purchased from IMAP dealers will be subject to their respective policies and processes.

6. Miscellaneous.

6.1 Invoices. Billing of satellite roaming charges for the Satellite Service may be delayed up to three billing cycles due to reporting between TerreStar and AT&T.

6.2 Third-Party Beneficiary. Customer acknowledges and agrees that TerreStar is an intended third-party beneficiary of all SAM Solution-related terms and conditions in the Agreement (including, without limitation, this Attachment and the limitation of liability and disclaimer of warranty provisions set forth elsewhere in the Agreement).

6.3 Discontinuation of the SAM Solution. Notwithstanding anything to the contrary in the Agreement, AT&T may discontinue providing the SAM Solution at any time without notice.

7. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.

Exhibit H
Commercial Connectivity Services – Network VPN

1. Commercial Connectivity Services – Network VPN. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide CCS – Network VPN to Customer.

2. Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS Network VPN.

- 2.1** “**Activation Date**” means that date in which data is capable of traversing the CCS – VPN connection.
- 2.2** “**APN**” means Access Point Name.
- 2.3** “**CCS – Network VPN**” means the logical connection between Customer’s FES and AT&T’s network using CCS – Network VPN in accordance with the terms and conditions of this Attachment.
- 2.4** “**Connection Right**” means the right to connect to AT&T’s wireless network through CCS – Network VPN.
- 2.5** “**CPE**” means customer premises equipment.
- 2.6** “**FES**” means Customer’s Fixed End System that includes, but is not limited to, Customer’s host, server or gateway system that hosts the Customer’s enterprise applications and specialized databases.
- 2.7** “**Host Application**” means a software or other enterprise application Customer intends to use in connection with CCS – Network VPN.
- 2.8** “**Internet**” means a network connecting many computer networks based on a common addressing system and communication protocol.
- 2.9** “**IP**” means Internet Protocol.
- 2.10** “**IP Charge**” or “**IP Charges**” means the monthly charges payable by Customer in connection with public static IP addresses or public dynamic IP addresses more fully described in §6 of this Attachment.
- 2.11** “**Premises**” means Customer’s facility where the FES is located.
- 2.12** “**Set-Up Charge**” or “**Set-Up Charges**” means the set-up and connection charges payable by Customer and related to CCS – Network VPN, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6 of this Attachment.
- 2.13** “**VPN**” means virtual private network.

3. Connection Right and Limitations.

3.1 Connection Right. Subject to the limitations set forth in § 3.2, AT&T hereby grants Customer a Connection Right for use with one or more Host Applications.

3.2 Limitations.

3.2.1 The Connection Right is for a single CCS – Network VPN; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second CCS – Network VPN if Customer orders the backup CCS – Network VPN together with the primary CCS – Network VPN. (Additional IP Charges may still apply to the backup CCS – Network VPN.) If Customer (a) declines to order a backup CCS – Network VPN when ordering the primary CCS – Network VPN or (b) orders one or more CCS – Network VPNs to supplement its primary and backup CCS – Network VPNs, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional CCS – Network VPN. Customer acknowledges that, if there is a failure of the primary CCS – Network VPN and Customer does not have a backup CCS – Network VPN,

Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 The Host Application must be used solely in connection with the transmission of Customer's data to and from Customer's End Users using Service.

3.2.3 Customer must not offer, resell or otherwise make the Connection Right available to third parties.

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 The Connection Right must not be used to send SMS messages, and no data or other content may be passed via an SMS message, either from a Host Application to an End User's Equipment or from an End User's Equipment to a Host Application; provided, however, that Customer may use the Connection Right to send SMS messages solely as a signal to activate an End User's Equipment.

3.2.7 Customer must only use equipment that meets quality standards set by the Federal Communications Commission and is certified by AT&T in advance of use. Customer agrees that AT&T has the absolute right to approve or disapprove any equipment used.

4. Customer's Responsibilities.

4.1 Install Router and Related Hardware. Customer must install, at Customer's sole expense, a router with applicable serial interface card.

4.2 Host Applications.

4.2.1 Host Application Responsibility. Customer must, at its own expense, develop, procure, implement and/or operate any and all Host Applications.

4.2.2 Host Application Approval. Customer acknowledges and agrees that deployment of CCS – Network VPN is subject to AT&T's review and approval of Customer's Host Applications. Customer must submit a written request for approval by AT&T prior to any modification of the network traffic profile or the addition of a new Host Application. In the event Customer modifies a Host Application without AT&T's prior written approval, or adds additional Host Applications or features to existing Host Applications without an AT&T approved customer order form for such modifications or additions, AT&T may immediately suspend or terminate the Connection Right.

4.2.3 Host Application Testing. AT&T reserves the right, but not the obligation, to test any Host Application prior to the initial connection or any time during the term of the Attachment to confirm that such Host Application is in compliance with the terms and conditions of the Agreement (including this Attachment).

4.3 Custom APN and IP Addresses. Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – Network VPN.

4.4 Technical Information. When requested to do so by AT&T, Customer will submit in writing to AT&T technical information concerning Host Applications, including if applicable (i) any name of the middleware product to be used in connection with the applicable software and/or service, (ii) the middleware options that the application software and/or service is using (where multiple communications options are supported in such middleware), (iii) the actual or projected average message size (uplink and downlink) submitted to the middleware by the application software and/or service, (iv) on a per user basis, the actual or projected average number of messages, uplink and downlink, submitted to the middleware by the application software and/or service per peak user hour, and (v) the application software's retry algorithm for addressing situations where transmission of messages has been aborted by the middleware or for which an application software level response time, uplink or downlink, has been exceeded. Customer agrees AT&T has the right at any time, but not the obligation, to audit

Customer's Host Applications with regard to its interactions on the AT&T wireless network. If AT&T determines that use of a Host Application is or may be detrimental to the AT&T wireless network or may have a detrimental effect upon service levels experienced by other users of the AT&T wireless network, Customer will modify the same as required by AT&T at Customer's expense and AT&T has the right, but not the obligation, to suspend the applicable Connection Right granted herein, until such time as the modifications requested by AT&T have been accepted by AT&T and implemented by the Customer.

4.5 Connectivity Guides. If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS SMS Push ESME Guide, both of which are incorporated herein by reference, then AT&T may terminate the applicable Connection Right and/or terminate Service to any End Users. Customer should contact its AT&T sales representative for copies of both Guides.

4.6 Security. Customer is solely responsible for maintaining security for connectivity between Customer's network and AT&T's wireless network. Customer must comply with all reasonable security requirements and procedures established by AT&T and provided to Customer, and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by CCS – Network VPN. All corresponding interconnections are subject to and will go through the appropriate AT&T firewall. If AT&T believes that a connection is insecure, a logical or physical audit may occur. AT&T will gather information relating to Customer's access to AT&T's wireless network, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Customer understands and agrees that AT&T may suspend or terminate CCS – Network VPN in its sole discretion without notice. In the event of termination or suspension of CCS – Network VPN, Customer will not be responsible for the performance of any obligations pursuant to this Attachment that cannot reasonably be performed without CCS – Network VPN.

4.7 Customer Contact; Test and Turn-Up. Customer must designate a Customer representative ("Customer Contact") with responsibility for assisting AT&T, during a mutually agreeable time and upon reasonable prior notice from AT&T, in the testing and deployment of CCS – Network VPN (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup CCS – Network VPN has been ordered), (b) validating that the CCS – Network VPN works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the CCS – Network VPN. The CCS – Network VPN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.8 Liability. Notwithstanding anything in the Agreement (including this Attachment) to the contrary and without limitation as to the nature or amount of damages, Customer will be liable for all loss, costs and damages caused to AT&T's wireless network or other AT&T facilities through CCS – Network VPN.

5. AT&T's Responsibilities. AT&T will establish and facilitate CCS – Network VPN in accordance with the terms and conditions of this Attachment.

6. Charges. Customer must pay AT&T the applicable Set-Up Charges, IP Charges and other charges set forth in this §6.

6.1 Set-Up Charges.

CCS – Network VPN Set-Up Charge	\$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	\$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	\$500.00
Custom APN Set-Up Charge	\$500.00

6.1.1 Waiver of CCS – Network VPN Set-Up Charge, SMPP Set-Up Charge (GPRS Wake-Up Only) and Custom APN Set-Up Charge. AT&T will waive the CCS – Network VPN Set-Up Charge of \$1,995.00, the SMPP Set-Up Charge (GPRS Wake-Up Only) of \$1,995.00 and the Custom APN Set-Up Charge of \$500.00 with respect to Customer activating new Service on Commercial Connectivity Services - Network VPN under this Agreement.

6.1.2 Condition Precedent to Waiver of CCS – Network VPN Set-Up Charge, SMPP Set-Up Charge (GPRS Wake-Up Only) and Custom APN Set-Up Charge. Customer must have at least twenty five (25) CRU lines of Service on the 5GB DataConnect plan with MRC \$36.99 or higher receiving Service at all times

under each Foundation Account Numbers (FAN) in order to receive the waiver of CCS – Network VPN Set-Up Charge, SMPP Set-Up Charge (GPRS Wake-Up Only) and Custom APN Set-Up Charge set forth in this Agreement. Customer will have sixty (60) days from the Set-Up to achieve this minimum requirement. In the event Customer fails to comply with this requirement, Customer is no longer eligible for the Waiver of CCS – Network VPN Set-Up Charge, SMPP Set-Up Charge (GPRS Wake-Up Only) and Custom APN Set-Up Charge and AT&T may immediately pursue any remedies available under the agreement.

6.2 IP Charges.

6.2.1 Static IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public static IP address provided by AT&T.

6.2.2 Dynamic IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public dynamic IP address provided by AT&T for each such public dynamic IP address in excess of 5,000.

6.3 Other Charges.

6.3.1 [RESERVED].

7.Decommissioning of Service. Upon termination of this Attachment for any reason, Customer must disable service on their COAM VPN Server by removing the configuration parameters that enable the CCS Network VPN service connection.

8.Support. AT&T will provide Customer CCS – Network VPN support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

9.Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – NETWORK VPN.

10. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.

Exhibit I
Commercial Connectivity Services - Custom APN

1. Commercial Connectivity Services - Custom APN. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide CCS – Custom APN to Customer.

2. Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – Custom APN.

2.1 “**APN**” means Access Point Name.

2.2 “**CCS – Custom APN**” means an APN dedicated to Customer with customizable features allowing Customer to isolate data traffic among specified IP addresses, provided by AT&T in accordance with the terms and conditions of this Attachment.

2.3 “**Connection Right**” means the right to connect to AT&T’s wireless network through CCS – Custom APN.

2.4 “**Host Application**” means a software or other enterprise application Customer intends to use in connection with CCS – Custom APN.

2.5 “**Internet**” means a network connecting many computer networks based on a common addressing system and communication protocol.

2.6 “**IP**” means Internet Protocol.

2.7 “**IP Charge**” or “**IP Charges**” means the monthly charges payable by Customer in connection with public static IP addresses or public dynamic IP addresses more fully described in §6 of this Attachment.

2.8 “**Set-Up Charge**” or “**Set-Up Charges**” means the set-up charges payable by Customer and related to CCS – Custom APN, all as more fully described in §6 of this Attachment.

3. Connection Right and Limitations.

3.1 Connection Right. Subject to the limitations set forth in § 3.2, AT&T hereby grants Customer a Connection Right for use with one or more Host Applications.

3.2 Limitations.

3.2.1 The Host Application must be used solely in connection with the transmission of Customer’s data to and from Customer’s End Users using Service.

3.2.2 Customer must not offer, resell or otherwise make the Connection Right available to third parties.

3.2.3 The Connection Right is not exclusive.

3.2.4 Traffic originating from Customer’s network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T’s wireless network.

3.2.5 The Connection Right must not be used to send SMS messages, and no data or other content may be passed via an SMS message, either from a Host Application to an End User’s Equipment or from an End User’s Equipment to a Host Application; provided, however, that Customer may use the Connection Right to send SMS messages solely as a signal to activate an End User’s Equipment.

3.2.6 Customer must only use equipment that meets quality standards set by the Federal Communications Commission and is certified by AT&T in advance of use. Customer agrees that AT&T has the absolute right to approve or disapprove any equipment used.

3.2.7 CCS – Custom APN is only available with Internet connectivity when used as a stand-alone product.

4. Customer's Responsibilities.

4.1 Host Applications.

4.1.1 Host Application Responsibility. Customer must, at its own expense, develop, procure, implement and/or operate any and all Host Applications.

4.1.2 Host Application Approval. Customer acknowledges and agrees that deployment of CCS – Custom APN is subject to AT&T's review and approval of Customer's Host Applications. Customer must submit a written request for approval by AT&T prior to any modification of the network traffic profile or the addition of a new Host Application. In the event Customer modifies a Host Application without AT&T's prior written approval, or adds additional Host Applications or features to existing Host Applications without an AT&T approved customer order form for such modifications or additions, AT&T may immediately suspend or terminate the Connection Right.

4.1.3 Host Application Testing. AT&T reserves the right, but not the obligation, to test any Host Application prior to the initial connection or any time during the term of the Attachment to confirm that such Host Application is in compliance with the terms and conditions of the Agreement (including this Attachment).

4.2 IP Addresses. Customer acknowledges and agrees that it must have either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – Custom APN.

4.3 Technical Information. When requested to do so by AT&T, Customer will submit in writing to AT&T technical information concerning Host Applications, including if applicable (i) any name of the middleware product to be used in connection with the applicable software and/or service, (ii) the middleware options that the application software and/or service is using (where multiple communications options are supported in such middleware), (iii) the actual or projected average message size (uplink and downlink) submitted to the middleware by the application software and/or service, (iv) on a per user basis, the actual or projected average number of messages, uplink and downlink, submitted to the middleware by the application software and/or service per peak user hour, and (v) the application software's retry algorithm for addressing situations where transmission of messages has been aborted by the middleware or for which an application software level response time, uplink or downlink, has been exceeded. Customer agrees AT&T has the right at any time, but not the obligation, to audit Customer's Host Applications with regard to its interactions on the AT&T wireless network. If AT&T determines that use of a Host Application is or may be detrimental to the AT&T wireless network or may have a detrimental effect upon service levels experienced by other users of the AT&T wireless network, Customer will modify the same as required by AT&T at Customer's expense and AT&T has the right, but not the obligation, to suspend the applicable Connection Right granted herein, until such time as the modifications requested by AT&T have been accepted by AT&T and implemented by the Customer.

4.4 Connectivity Guides. If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS SMS Push ESME Guide, both of which are incorporated herein by reference, then AT&T may terminate the applicable Connection Right and/or terminate Service to any End Users. Customer should contact its AT&T sales representative for copies of both Guides.

4.5 Security. Customer is solely responsible for maintaining security for connectivity between Customer's network and AT&T's wireless network. Customer must comply with all reasonable security requirements and procedures established by AT&T and provided to Customer, and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by CCS – Custom APN. All corresponding interconnections are subject to and will go through the appropriate AT&T firewall. If AT&T believes that a connection is insecure, a logical or physical audit may occur. AT&T will gather information relating to Customer's access to AT&T's wireless network, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Customer understands and agrees that AT&T may suspend or

terminate CCS – Custom APN in its sole discretion without notice. In the event of termination or suspension of CCS – Custom APN, Customer will not be responsible for the performance of any obligations pursuant to this Attachment that cannot reasonably be performed without CCS – Custom APN.

4.6 Customer Contact; Test and Turn-Up. Customer must designate a Customer representative (“Customer Contact”) with responsibility for assisting AT&T, during a mutually agreeable time and upon reasonable prior notice from AT&T, in the testing and deployment of CCS – Custom APN (the “Test and Turn-Up”). The Customer Contact’s responsibilities with regard to Test and Turn-Up include, among other things: (a) validating that the CCS – Custom APN works properly and permits access to Customer’s network and the Host Application, and (b) authorizing the final deployment of the CCS – Custom APN. The CCS – Custom APN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.7 Liability. Notwithstanding anything in the Agreement (including this Attachment) to the contrary and without limitation as to the nature or amount of damages, Customer will be liable for all loss, costs and damages caused to AT&T’s wireless network or other AT&T facilities through CCS – Custom APN.

5. AT&T’s Responsibilities. AT&T will establish and facilitate CCS – Custom APN in accordance with the terms and conditions of this Attachment.

6. Charges/Payments. Customer must pay the charges and IP Charges set forth in this §6.

6.1 Set-Up Charges.

CCS – Custom APN Set-Up
SMPP Set-Up Charge (GPRS)
Static IP Address Set-Up Charge

\$500.00
\$1,995.00
\$500.00

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6.1.1 Waiver of Wake-Up Only. AT&T will waive the Set-Up Charge (GPRS Wake-Up Only) of \$500.00 for Connectivity Services - Custom APN.

Set-Up Charge (GPRS and the SMPP Set-Up Service on Commercial

6.1.2 Condition for Waiver. Customer must have a minimum of 25 CRU lines of Service on the 5GB DataConnect plan with MRC Numbers (FAN) in order to receive the Waiver of Set-Up Charge (GPRS Wake-Up Only) set forth in this Agreement. In the event Customer fails to comply with this minimum requirement, Customer will not be eligible for the Waiver of CCS – Custom APN Set-Up Charge and SMPP Set-Up Charge (GPRS Wake-Up Only) and AT&T may immediately pursue any remedies available under the agreement.

Set-Up Charge and SMPP (25) CRU lines of Service on the order each Foundation Account Set-Up Charge and SMPP Set-Up Charge is required to achieve the minimum requirement, Customer is no longer eligible for the Waiver of Set-Up Charge (GPRS Wake-Up Only) and SMPP Set-Up Charge (GPRS Wake-Up Only).

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6.2 IP Charges.

6.2.1 Static IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public static IP provided by AT&T.

6.2.2 Dynamic IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public dynamic IP address provided by AT&T for each such public dynamic IP address in excess of 5,000.

7. Support. AT&T will provide Customer CCS – Custom APN support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, “SERVICE” INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – CUSTOM APN.

9. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.

Exhibit J
Commercial Connectivity Services - Dedicated APN

1. Commercial Connectivity Services - Dedicated APN. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide CCS – Dedicated APN to Customer.

2. Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to CCS – Dedicated APN.

2.1 “APN” means Access Point Name.

2.2 “CCS – Dedicated APN” means an APN dedicated to Customer with set features allowing Customer to isolate data traffic among specified IP addresses, provided by AT&T in accordance with the terms and conditions of this Attachment.

2.3 “Connection Right” means the right to connect to AT&T’s wireless network through CCS – Dedicated APN.

2.4 “Host Application” means a software or other enterprise application Customer intends to use in connection with CCS – Dedicated APN.

2.5 “Internet” means a network connecting many computer networks based on a common addressing system and communication protocol.

2.6 “IP” means Internet Protocol.

2.7 “IP Charge” or “IP Charges” means the monthly charges payable by Customer in connection with public static IP addresses or public dynamic IP addresses more fully described in §6 of this Attachment.

2.8 “Set-Up Charge” or “Set-Up Charges” means the set-up charges payable by Customer and related to CCS – Dedicated APN, all as more fully described in §6 of this Attachment.

3. Connection Right and Limitations.

3.1 Connection Right. Subject to the limitations set forth in § 3.2, AT&T hereby grants Customer a Connection Right for use with one or more Host Applications.

3.2 Limitations.

3.2.1 The Host Application must be used solely in connection with the transmission of Customer’s data to and from Customer’s End Users using Service.

3.2.2 Customer must not offer, resell or otherwise make the Connection Right available to third parties.

3.2.3 The Connection Right is not exclusive.

3.2.4 Traffic originating from Customer’s network may only be addressed to specified IP address ranges of its Equipment; traffic addressed to any other destinations will be silently discarded by AT&T’s wireless network.

3.2.5 The Connection Right must not be used to send SMS messages, and no data or other content may be passed via an SMS message, either from a Host Application to an End User’s Equipment or from an End User’s Equipment to a Host Application; provided, however, that Customer may use the Connection Right to send SMS messages solely as a signal to activate an End User’s Equipment.

3.2.6 Customer must only use equipment that meets quality standards set by the Federal Communications Commission and is certified by AT&T in advance of use. Customer agrees that AT&T has the absolute right to approve or disapprove any equipment used.

3.2.7 CCS – Dedicated APN is only available with Internet connectivity.

4. Customer's Responsibilities.

4.1 Host Applications.

4.1.1 Host Application Responsibility. Customer must, at its own expense, develop, procure, implement and/or operate any and all Host Applications.

4.1.2 Host Application Approval. Customer acknowledges and agrees that deployment of CCS – Dedicated APN is subject to AT&T's review and approval of Customer's Host Applications. Customer must submit a written request for approval by AT&T prior to any modification of the network traffic profile or the addition of a new Host Application. In the event Customer modifies a Host Application without AT&T's prior written approval, or adds additional Host Applications or features to existing Host Applications without an AT&T approved customer order form for such modifications or additions, AT&T may immediately suspend or terminate the Connection Right.

4.1.3 Host Application Testing. AT&T reserves the right, but not the obligation, to test any Host Application prior to the initial connection or any time during the term of the Attachment to confirm that such Host Application is in compliance with the terms and conditions of the Agreement (including this Attachment).

4.2 IP Addresses. Customer acknowledges and agrees that it must have either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with CCS – Dedicated APN.

4.3 Technical Information. When requested to do so by AT&T, Customer will submit in writing to AT&T technical information concerning Host Applications, including if applicable (i) any name of the middleware product to be used in connection with the applicable software and/or service, (ii) the middleware options that the application software and/or service is using (where multiple communications options are supported in such middleware), (iii) the actual or projected average message size (uplink and downlink) submitted to the middleware by the application software and/or service, (iv) on a per user basis, the actual or projected average number of messages, uplink and downlink, submitted to the middleware by the application software and/or service per peak user hour, and (v) the application software's retry algorithm for addressing situations where transmission of messages has been aborted by the middleware or for which an application software level response time, uplink or downlink, has been exceeded. Customer agrees AT&T has the right at any time, but not the obligation, to audit Customer's Host Applications with regard to its interactions on the AT&T wireless network. If AT&T determines that use of a Host Application is or may be detrimental to the AT&T wireless network or may have a detrimental effect upon service levels experienced by other users of the AT&T wireless network, Customer will modify the same as required by AT&T at Customer's expense and AT&T has the right, but not the obligation, to suspend the applicable Connection Right granted herein, until such time as the modifications requested by AT&T have been accepted by AT&T and implemented by the Customer.

4.4 Connectivity Guides. If Host Applications do not comply with the CCS Connectivity Guide, or in the case of SMS push via SMPP protocol, the CCS SMS Push ESME Guide, both of which are incorporated herein by reference, then AT&T may terminate the applicable Connection Right and/or terminate Service to any End Users. Customer should contact its AT&T sales representative for copies of both Guides.

4.5 Security. Customer is solely responsible for maintaining security for connectivity between Customer's network and AT&T's wireless network. Customer must comply with all reasonable security requirements and procedures established by AT&T and provided to Customer, and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by CCS – Dedicated APN. All corresponding interconnections are subject to and will go through the appropriate AT&T firewall. If AT&T believes that a connection is insecure, a logical or physical audit may occur. AT&T will gather information relating to Customer's access to AT&T's wireless network, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Customer understands and agrees that AT&T may suspend or terminate CCS – Dedicated APN in its sole discretion without notice. In the event of termination or suspension of CCS – Dedicated APN, Customer will not be responsible for the performance of any obligations pursuant to this Attachment that cannot reasonably be performed without CCS – Dedicated APN.

4.6 Customer Contact; Test and Turn-Up. Customer must designate a Customer representative ("Customer Contact") with responsibility for assisting AT&T, during a mutually agreeable time and upon reasonable prior notice from AT&T, in the testing and deployment of CCS – Dedicated APN (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating that the CCS – Dedicated APN works properly and permits access to Customer's network and the Host Application, and (b) authorizing the final deployment of the CCS – Dedicated APN. The CCS – Dedicated APN will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.7 Liability. Notwithstanding anything in the Agreement (including this Attachment) to the contrary and without limitation as to the nature or amount of damages, Customer will be liable for all loss, costs and damages caused to AT&T's wireless network or other AT&T facilities through CCS – Dedicated APN.

5. AT&T's Responsibilities. AT&T will establish and facilitate CCS – Dedicated APN in accordance with the terms and conditions of this Attachment.

6. Charges/Payments. Customer must pay AT&T the Set-Up Charges and IP Charges set forth in this §6.

6.1 Set-Up Charges.

CCS – Dedicated APN Set-Up Charge	\$250.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	\$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	\$500.00

6.1.1 Waiver of CCS – Dedicated APN Set-Up Charge and SMPP Set-Up Charge (GPRS Wake-Up Only). AT&T will waive the CCS – Dedicated APN Set-Up Charge of \$250.00 and the SMPP Set-Up Charge (GPRS Wake-Up Only) of \$1,995.00 with respect to Customer activating new Service on Commercial Connectivity Services - Dedicated APN under this Agreement.

6.1.2 Condition Precedent to Waiver of CCS – Dedicated APN Set-Up Charge and SMPP Set-Up Charge (GPRS Wake-Up Only). Customer must have at least twenty five (25) CRU lines of Service on the 5GB DataConnect plan with MRC \$36.99 or higher receiving Service at all times under each Foundation Account Numbers (FAN) in order to receive the waiver of CCS – Dedicated APN Set-Up Charge and SMPP Set-Up Charge (GPRS Wake-Up Only) set forth in this Agreement. Customer will have sixty (60) days from the Set-Up to achieve this minimum requirement. In the event Customer fails to comply with this requirement, Customer is no longer eligible for the Waiver of CCS – Dedicated APN Set-Up Charge and SMPP Set-Up Charge (GPRS Wake-Up Only) and AT&T may immediately pursue any remedies available under the agreement.

6.2 IP Charges.

6.2.1 Static IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public static IP address provided by AT&T.

6.2.2 Dynamic IP Addresses. Customer must pay AT&T a monthly IP Charge of \$3.00 per public dynamic IP address provided by AT&T for each such public dynamic IP address in excess of 5,000.

7. Support. AT&T will provide Customer CCS – Dedicated APN support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH CCS – DEDICATED APN.

9. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.

Exhibit K
Alliance Billing Service

1. **Alliance Billing Service.** As a billing convenience, AT&T will bill-on-behalf-of qualified third-party alliance vendors ("Merchants") with respect to select products, services, solutions, Equipment and/or programs. AT&T, acting as the Merchants' agent for the limited purposes of billing for and collecting and remitting payments to the Merchants, will include the charges for Customer's purchases from the Merchants on Customer's monthly invoice(s). When Customer pays its AT&T bill, the payments applicable to Merchant charges will be processed by Chase Manhattan Bank Delaware ("Payment Processor") and paid to the applicable Merchant(s). This is called the "Alliance Billing Service." Use of the Alliance Billing Service is required for some products, services, solutions, Equipment and/or programs, including without limitation non-stocked Equipment ordered through AT&T Industry & Mobility Alliance Program members and select Supplemental Services, but is optional for others. Unless Customer indicates otherwise at the time of purchase, Customer will be deemed to have authorized purchases from Merchants to be billed to Customer's wireless bill, and AT&T will automatically enable the Alliance Billing Service pursuant to the terms and conditions of the Agreement and this Attachment.

2. **Charges and Payment.**

2.1 **Charges.** In addition to the provisions of §5 of the General Terms and Conditions regarding payment of charges, Customer acknowledges and agrees that Customer also will pay all Merchant charges included on the wireless bill using the Alliance Billing Service, whether such charges are incurred by Customer or its Corporate Responsibility Users ("CRUs").

2.2 **Payment.** Failure by Customer to pay its wireless bill in full may lead to suspension or cancellation of Service. In addition, if Customer makes a partial payment of the total amount due on its wireless bill, AT&T may allocate, in its sole discretion, the funds received from Customer to the amounts owed directly to AT&T and the amounts to be paid to Merchants, and Customer will remain liable to each Merchant for the amount owed to the Merchant. Upon Customer's payment of Merchant charges, AT&T will transfer the applicable funds and the related payment data to the Payment Processor. The Payment Processor will complete a payment to a Merchant only if it is informed by AT&T that Customer has remitted the funds to AT&T that are reflected on the Customer's monthly bill. The Payment Processor may select the appropriate payment transmission method (such as check or wire) for completing the payments to Merchants. The Payment Processor may rely upon information provided by Customer to AT&T for completing payments to Merchants. If AT&T and/or Payment Processor is unable to process Customer's requested payment to a Merchant, Customer will receive a corresponding credit on the next month's AT&T bill. AT&T or the Payment Processor may refuse to complete a requested payment, and the funds will be returned to Customer. Payments made by Customer through the Alliance Billing Service are not eligible for stop payment, recall, refund or reversal. IN NO EVENT WILL AT&T OR THE PAYMENT PROCESSOR BE LIABLE TO CUSTOMER FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE ALLIANCE BILLING SERVICE IF IT ACTS IN GOOD FAITH AND IN ACCORDANCE WITH THIS ATTACHMENT IN PROCESSING (OR DECLINING TO PROCESS) THE REQUESTED PAYMENTS TO MERCHANTS. Nothing in this Attachment shall be deemed to establish an account, a deposit or any similar relationship between Customer and AT&T or between Customer and the Payment Processor. Nothing in this Attachment shall constitute an extension of credit to Customer by AT&T, a Merchant, or the Payment Processor.

3. **Billing and Technical Inquiries.** All billing inquiries regarding Alliance Billing Service purchases, including credit or refund requests, must be directed to AT&T's Customer Care at wireless.att.com/support or by calling 1-800-888-7600. AT&T may limit the amount of time during which a refund may be requested. All technical inquiries about the purchases should be directed to the appropriate Merchant.

4. **Privacy.** AT&T collects, and Customer consents to the collection of, the information Customer provides or confirms upon activation of the Alliance Billing Service, as well as information about Customer's purchases and other transaction information. AT&T discloses that information, and Customer consents to such disclosure, to those Merchants involved in the transaction, the merchant bank, merchant aggregators, and other vendors, companies or service providers used to facilitate or complete the transaction ("Third Parties"). Information about Customer received by those Third Parties will be governed by their own privacy policies, not this Attachment or AT&T's Privacy Policy found at att.com/privacy or such other site as AT&T may designate from time to time. Whenever third parties have a role in any transaction, Customer should review their privacy policies and practices. Customer consents to Third Parties sharing information about Customer with AT&T to facilitate Alliance Billing Service transactions. Customer understands and agrees that the Payment Processor will have access to information about

Customer to the extent necessary to perform its payment processing functions hereunder. In addition, Customer authorizes AT&T, Payment Processor and their respective suppliers to collect, access, exchange and process the information provided or confirmed by Customer at activation or other information about the transactions as required to provide the Alliance Billing Service and related benefits to Customer or its CRUs.

5. Merchant Relationships. Customer understands and agrees that in providing the Alliance Billing Service: (a) AT&T is only facilitating Customer's access to and purchases from the participating Merchants and is not responsible for any of the transactions or purchases made using the Alliance Billing Service; (b) AT&T is not a third party beneficiary of or guarantor of performance with respect to any such transactions; and (c) AT&T IS NOT LIABLE TO CUSTOMER FOR THE FAILURE OF ANY MERCHANT, OR FOR THE FAILURE OF CUSTOMER, TO ENTER INTO OR COMPLETE SUCH TRANSACTION. In addition, Customer understands and agrees that AT&T may, from time to time and in its sole discretion, modify, substitute, or terminate the Payment Processor and/or its payment processing functions hereunder.

6. Additional Disclaimers. IN ADDITION TO THE DISCLAIMERS SET FORTH ELSEWHERE IN THE AGREEMENT, THE ALLIANCE BILLING SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T, PAYMENT PROCESSOR AND THEIR RESPECTIVE SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE ALLIANCE BILLING SERVICE.

7. Additional Limitations of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, AT&T, PAYMENT PROCESSOR AND THEIR RESPECTIVE SUPPLIERS ARE NOT LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES CAUSED OR ARISING OUT OF: (a) ACTS OR OMISSIONS OF ANY OF THE PARTICIPATING MERCHANTS OR THIRD PARTIES, OR ANY OF THEIR RESPECTIVE AGENTS, INCLUDING THE INACCURACY OR MISDELIVERY OF ANY OFFERS MADE BY SUCH MERCHANTS OR THIRD PARTIES; (b) INTERRUPTIONS OR PROBLEMS WITH ACCESSING THE ALLIANCE BILLING SERVICE; OR (c) DEACTIVATION OR TERMINATION OF THE ALLIANCE BILLING SERVICE FOR ANY OR ALL THIRD PARTY CHARGES. IN NO EVENT WILL AT&T, PAYMENT PROCESSOR OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS OR DATA) ARISING OUT OF THIS ATTACHMENT OR CUSTOMER'S USE OR INABILITY TO USE THE ALLIANCE BILLING SERVICE, REGARDLESS OF WHETHER AT&T, PAYMENT PROCESSOR OR THEIR RESPECTIVE SUPPLIERS WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

8. Incorporation of Agreement. See section 20 of the General Terms and Conditions attached as Exhibit A.