

**AMENDMENT NO. 5
TO THE STATE OF OHIO SERVICE ATTACHMENT 9
TO THE MASTER SERVICE AGREEMENT**

This Amendment No. 5 ("Amendment" or Amendment No. 5) is entered into by and between The Department of Administrative Services on behalf of the State of Ohio (the "State") and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: AT&T Mobility National Accounts LLC ("Vendor" or "AT&T") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 WHEREAS, the Parties entered into that certain Master Service Agreement dated May 20, 2010 ("Master Service Agreement"), as amended (collectively, the "Agreement"); and

1.2 WHEREAS, the Parties entered into that certain Service Attachment dated February 24, 2012 ("Service Attachment 9");

1.3 NOW THEREFORE, the Parties intend to make certain changes to the Service Attachment 9 in accordance with the terms and conditions of this Amendment 5 as follows:

Section 2. Agreement. In consideration of the recitals set forth in Section 1 above, which are hereby restated 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 State hereby agree to amend the Service Attachment 9 pursuant to the terms and conditions of this Amendment No. 5. Unless otherwise defined, capitalized terms in this Amendment No. 5 have the meanings ascribed to them in the Agreement.

Section 3. Custom 2MB Pooled Telemetry Plan. AT&T will provide the State and its qualified Subscribing Entities with a custom 2MB Pooled Telemetry Plan that functions exactly like AT&T's standard 2MB Pooled Telemetry Plan (the "Standard 2MB Pooled Telemetry Plan"), but modified with a Monthly Service Charge of \$8.33 (the "Custom 2MB Pooled Telemetry Plan"). The Custom 2MB Pooled Telemetry Plan is subject to the terms and conditions of the Agreement and the Sales information of the Standard 2MB Pooled Telemetry Plan. The Custom 2MB Pooled Telemetry Plan is only eligible to Subscribing Entity eligible to activate Service on the Standard 2MB Pooled Telemetry Plan. Notwithstanding the foregoing, AT&T and the State acknowledge and agree that, to the extent of any material conflict between the terms and conditions of this Amendment No.5 and those set forth in the applicable Sales information, the terms and conditions of this Amendment No. 5 will control. The Custom 2MB Pooled Telemetry Plan is NOT eligible for the Monthly Service Charge (MSC) Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

Section 4. Global Smart Messaging Suite. Provided The State remains in full compliance with the terms and conditions of the Agreement, AT&T will provide the State and its eligible Subscribing Entities the AT&T Global Smart Messaging Suite product described herein ("GSMS"). GSMS is available for the term of the Agreement. GSMS pricing does not include applicable Taxes. In accordance with this Agreement, GSMS is subject to its corresponding Sales Information, attached herein as Exhibit A. GSMS is NOT eligible for the MSC Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

Section 5. Custom Integrated Plans. The following plans will replace the Appendix A 'Custom Integrated Plans' on Page 18 of Service Attachment 9. The Custom Integrated Plans are only available to Subscribing Entities activating new Service. The Custom Integrated Plans are NOT eligible for the MSC Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

5.1. **Custom Integrated Plan with Smartphone Enterprise Plan Without Tethering** (“Custom Integrated Plan Without Tethering”). The following applies to the Custom Integrated Plan Without Tethering: (a) the Wireless Data Service rates, terms and conditions set forth in the AT&T Enterprise Plan for Smartphones, BlackBerry or iPhone Sales Information; and (b) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information.

**Table 5.1
Custom Integrated Plan Without Tethering**

	GOV Pooled Nation Add A Line Plan	GOV Pooled Nation 300 Plan	GOV Pooled Nation 400 Plan	GOV Pooled Nation 600 Plan	GOV Pooled Nation 1000 Plan
Monthly Service Charge	\$35.99	\$48.75	\$49.61	\$61.43	\$73.13
Anytime Minutes	N/A	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Additional Domestic Data Usage	N/A	N/A	N/A	N/A	N/A
Unlimited Text	Yes	Yes	Yes	Yes	Yes

5.2 Custom Integrated Plan with DataPro 4GB Enterprise Plan ("Custom Integrated DataPro 4GB Plan"). The following applies to the Custom Integrated Plan DataPro 4GB Plan: (a) the Wireless Data Service rates, terms and conditions set forth in the AT&T Data Rate Plan Brochure; and (b) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information.

Table 5.2
Custom Integrated Plan With Tethering

	GOV Pooled Nation Add A Line Plan	GOV Pooled Nation 300 Plan	GOV Pooled Nation 400 Plan	GOV Pooled Nation 600 Plan	GOV Pooled Nation 1000 Plan
Monthly Service Charge	\$44.99	\$57.75	\$58.61	\$70.43	\$82.13
Anytime Minutes	N/A	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	4GB	4GB	4GB	4GB	4GB
Additional Domestic Data Usage	\$10.00/GB	\$10.00/GB	\$10.00/GB	\$10.00/GB	\$10.00/GB
Unlimited Text	Included	Included	Included	Included	Included

Section 6. Appropriation and Certification of Funds. Section 4 of the Master Service Agreement is incorporated herein by reference.

Section 7. Restatement of Contract. The terms and conditions of the Service Attachment 9, as modified by this Amendment No. 5, are hereby restated and ratified by AT&T and the State. All such terms and conditions are and shall continue to remain in full force and effect.

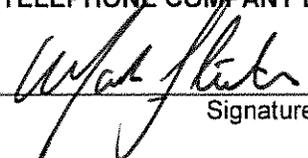
[Signatures on Following Page]

The State has requested that AT&T sign this Amendment No. 5 first, and AT&T has agreed to do so. This Amendment No. 5 as signed by AT&T shall be binding upon the State from the time of the State's signature, and AT&T will begin implementing the Amendment No. 5 when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T not more than forty five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to Amendment No. 5 after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this Amendment No. 5.

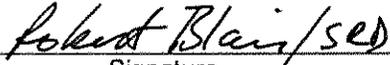
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 which shall be effective on the date signed by the State.

AT&T CORP. ON BEHALF OF THE AT&T
ENTITY AUTHORIZED TO PROVIDE
SERVICES HEREUNDER: THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO

THE DEPARTMENT OF ADMINISTRATIVE
SERVICES, ON BEHALF OF THE STATE
OF OHIO



Signature



Signature

Mark Flister

Printed Name

Robert Blair/srd

Printed Name

Sr. Contract Manager

Title

DAS Director/Assistant Director
State CIO

Title

12/17/2013

Date

2/10/14

Effective Date

841659970

Federal Tax ID#

EDI Tax ID 363251481

EXHIBIT A.

Global Smart Messaging Suite

[A true and correct copy of the Global Smart Messaging Suite Product Brief follows this page.]

AT&T Global Smart Messaging Suite

Powered by Soprano

The AT&T Global Smart Messaging Suite is a powerful web-based messaging application designed for business and government communication.

The AT&T Global SMS service enables 2-way SMS and e-mail communication and can reach employees and opted-in consumer subscribers at most wireless carriers globally.

AT&T can help organizations get started using domestic short codes for cross-carrier SMS messaging and the AT&T platform can also be extended on a global scale for messaging to employees and consumers worldwide.

Powerful administrative control:

- Define multi-workgroup hierarchy
- Set role-based user permissions
- Control user credits and costs

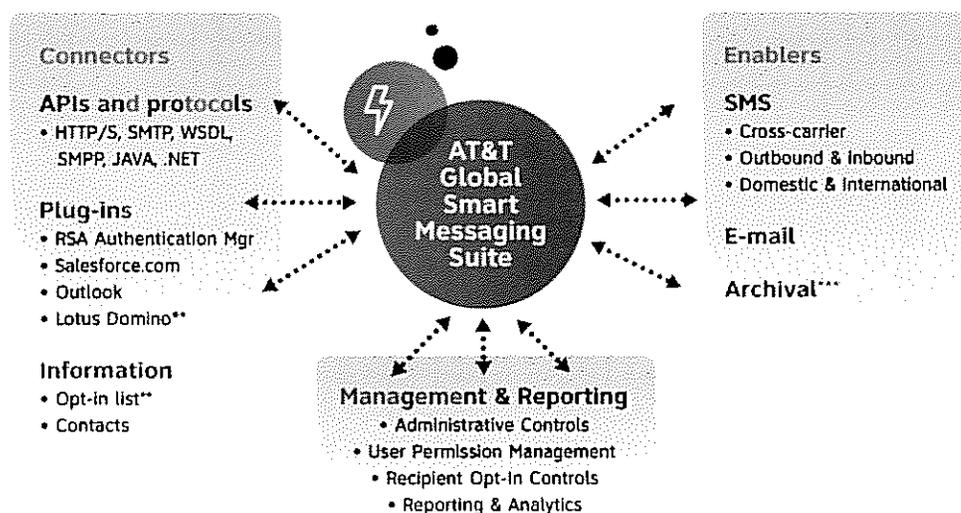
- Manage user licenses
- Specify applications for users
- View reporting and analysis

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

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

Features

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



Pricing for AT&T Global Smart Messaging Suite[†]

Monthly Recurring Charges for access to AT&T Global Smart Messaging Suite	\$1,100/mo
<ul style="list-style-type: none"> Includes 1 AT&T-provided international long code^{±±} Includes 1 temporary AT&T-only (U.S.-only, non cross-carrier) short code (15 weeks usage included, \$200/mo if used beyond first 15 weeks) Includes 10,000 outbound messages per month (U.S. or Canada only) 	
Initial Setup Fee: One-time charge includes:	\$2,700
AT&T Global Smart Messaging Suite Setup Fee Includes: <ul style="list-style-type: none"> Approval request and setup per U.S. cross-carrier short code acquired by Customer separately or via Soprano Design in addition to the short code leasing fee Setup of one international long code provided by AT&T Setup of one temporary AT&T-only short code 	
Setup Fee per additional cross-carrier short code: One-time charge per each additional cross-carrier random or vanity short code (U.S. only) acquired by Customer separately or via Soprano Design in addition to the short code leasing fee	\$2,700
Monthly leasing fee for additional AT&T-provided international long codes and additional AT&T-only short codes (U.S.-only), set up included	\$200/mo
Setup Fee Canadian per Short Code: One-time charge per Canadian random or vanity short code (Canadian only) acquired by Customer separately	\$1,600
Domestic outbound message fees (U.S. and Canada)	The following pricing tiers apply for each domestic outbound message: - First 10,000 outbound (mobile-terminated) messages included each month at no additional charge (U.S. and Canada only) - Per-message charge of \$0.0575 applies for each domestic outbound message beyond 10,000 per month if final message count is between 10,000 and 100,000 for the month - Per-message charge of \$0.0520 applies for each domestic outbound message beyond 10,000 per month if final message count is between 100,000 and 250,000 for the month - Per-message charge of \$0.046 applies for each domestic outbound message beyond 10,000 per month if final message count is above 250,000 for the month
International outbound message fees	\$0.08 per each international outbound (mobile-terminated) message
Inbound message fees (domestic and international)	\$0.02 per each inbound (mobile-originated) message (domestic and international)

Short Codes and Professional Services

Three options exist for acquiring U.S. short codes:

1. AT&T-only short codes for messaging on the AT&T network only may be leased directly from AT&T pursuant to the terms above
2. Cross-carrier short codes may be leased directly from the Common Short Code Administration (CSCA) (www.usshortcodes.com)
3. Cross-carrier short codes may be leased from CSCA through AT&T's partner Soprano Designs.^{±±±}

Canada short codes may be leased from the Canadian Wireless Telecommunications Association (CWTA) (www.txt.ca)

Leasing Fees for Cross-Carrier Short Codes

All fees and terms listed in the table below are subject to the terms and conditions of the applicable third party, and may change at any time. Additional fees and restrictions may apply. Subject to number availability, AT&T has no control over such terms and conditions.

Monthly leasing fee for each U.S. cross-carrier random short code (5- or 6-digit number chosen at random) leased from CSCA, either directly or through Soprano Design. ^{±±±}	\$500/mo
Monthly leasing fee for each U.S. cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CSCA, either directly or through Soprano Design. ^{±±±}	\$1,000/mo
Monthly leasing fee for each Canada cross-carrier random short code (5- or 6-digit number chosen at random) leased from CWTA	\$350/mo
Monthly leasing fee for each Canada cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CWTA	\$1,000/mo
Professional Services for additional assistance with custom setup and integration (provided by Soprano Design) ^{±±±}	\$200/hour for a Soprano Consultant \$250/hour for a Soprano Sr. Consultant

Notes

±Setup charges are required for initial activation and for each additional cross-carrier short code approval request. These charges are set forth in the table above under the headings "AT&T Global Smart Messaging Suite Setup Fee," "Setup Fee per additional cross-carrier U.S short code" and "Setup Fee per Canadian Short Code." Account activation is required to gain access to the AT&T Global Smart Messaging Suite software, user guides and to use the APIs. Account activation and associated monthly recurring charges will occur automatically and immediately when AT&T receives final carrier approval of the customer's cross-carrier short code, or after 15 weeks from the time the initial cross-carrier short code request is submitted to AT&T, or upon customer's request to gain access to the AT&T Global Smart Messaging Suite software or APIs, whichever occurs first. Setup fees and monthly recurring charges will continue to incur according to the terms outlined in this document regardless of whether and when the customer's cross-carrier short code is approved for use by other carriers. At the customer's request, AT&T will provide an AT&T-only short code at the time of account activation for interim use by customer for testing and setup purposes (this AT&T-only code will be available for up to 15 weeks at no charge). Customer may continue to use the AT&T-only short code beyond 15 weeks subject to the monthly recurring charges set forth in the table above under the heading "Monthly Recurring Charges for AT&T Global Smart Messaging Suite". Per message charges and message deductions incur when the text message (SMS) is sent from or received by the AT&T Global Smart Messaging Suite platform; sent messages incur charges regardless of whether they have been delivered to the recipients. When a group message is sent, AT&T will charge or deduct a message for each individual message sent to each recipient within that group. Any unused portion of included messages in any given month will not carry over to the next month. Changes to Customer's pricing plan will not take effect until the beginning of the next billing cycle.

±±Not all international SMS destinations are supported; a full and current list can be supplied upon request, contact your AT&T sales representative.

±±±Customer may choose for AT&T to bill on behalf of Soprano Design for any short codes acquired on behalf of customer through Soprano Design and for related professional services provided by Soprano Design. Any such short code acquisition or professional services are subject to applicable Soprano Design terms and conditions of service.

*Lotus Domino® plug in is available for purchase only from Soprano and requires installation of a server. Contact Soprano for details.

**Opt-in and opt-out lists can be created in three ways: a) manually with up to 10,000 entries; b) from inbound mobile-originated messages with up to 100,000 entries; or c) by uploading a file from a "comma separated file" (.csv) file with up to million entries.

Visual graphic shown on this page may include additional features not included in the standard product.

***Customers have the option to archive messages within the web application for up to 90 days, after which time the messages will be deleted. Customer can export messages for customer retention offline if exported prior to 90-day expiration.

Optional Additional User Licenses

AT&T Global Smart Messaging Suite comes pre-configured with one or more application licenses, including the WebSMS application with features to enable outbound SMS, eMailer with features to enable broadcast e-mail management, Reporter to enable historical and performance reports, as well as one API license for integration with an existing company system.

In addition, several advanced application modules are available as follows. Beyond the core platform functionality, the AT&T Global Smart Messaging Suite offers several optional pre-configured web-based applications that can be leveraged to enable additional functionality:

WebSMS and WebSMS+

WebSMS provides essential outbound messaging capabilities. WebSMS+ extends the included outbound WebSMS capability

by enabling advanced features such as permission management, reply management, scheduling and prioritization (Note: WebSMS is included as a standard application in AT&T Global Smart Messaging Suite).

Inbound and Inbound+

The inbound application receives SMS messages generated in the field from a mobile device and is able to automatically sort and parse incoming SMS messages and respond. Inbound+ extends the Inbound capability by enabling multi-question campaigns, voting, polls, surveys and competition drawings.

eMailer and eMailer+

The eMailer application enables e-mail as a multi-modal communication tool that can be used to complement the SMS capability. The eMailer+ application extends the included eMailer application by enabling advanced e-mail features such as adding attachments, unsubscribe controls, an open counter, templates, destination filtering and delivery rate control.

Campaign Manager

Campaign Manager combines WebSMS+, Inbound+ and eMailer+ to become a total solution for managing SMS and e-mail marketing campaigns. Campaign Manager captures opt-in and opt-out permission from the recipients and delivers bulk SMS and e-mail messages to customers, prospects or staff. Campaign Manager also effectively manages responses for SMS voting, polls, surveys and competitions.

Reminder

Reminder is a web-based SMS appointment confirmation solution that enables automated appointment reminders and can confirm appointments via SMS. Reminder helps ensure that customers are contacted to reduce failure to attend rates.

Mobile Authenticator

Mobile Authenticator is a pre-built 2-factor mobile authentication system to send additional authentication codes via SMS for users to enter before allowing access to online services. Mobile Authenticator takes advantage of the ubiquity of the mobile phone to deliver a one-time password via SMS, delivering the same benefits as a hardware or software token without all the administrative overhead.

StaffMatch

Staff Match automates the time-consuming process of contacting staff to fill shifts. With Staff Match, simply define shift (date, time, location), the role you need to fill, and any specific qualifications for the job and then press send. Staff Match will send an SMS message to all staff in an employee pool that meet the selected criteria. Employees are able to simply respond with a 'y' or an 'n' and the shift is allocated to the first 'y' responses received, and StaffMatch

sends an acknowledgement to the successful bidders. StaffMatch also advises unsuccessful bidders accordingly.

StaffSafe

StaffSafe enables enterprise organizations to keep in touch with their field force working in the field. StaffSafe enables the ability to create and schedule staff check-ins via SMS, allowing the employer to confirm status from the field via SMS and escalate as needed when messages are unanswered. StaffSafe provides real-time

reporting of employee status and the solution can be integrated into existing workforce management systems for job dispatch and tracking to help ensure a smooth end to end process flow in a large organization.

Secure Messaging

A secure SMS feature allowing encrypted communications from GSMS to the end user via a client application downloaded to the handset.

Application	Included in Standard Package	Cost per Month for Additional Licenses
Administrator	1 user license included	Only 1 administrator allowed per customer
Outlook plug in	Unlimited users included	No cost for admin users, unlimited recipients
Lotus Domino* plug in***		\$500/mo per admin user, unlimited recipients
WebSMS	Unlimited users included	No cost for additional users
WebSMS+		\$200/mo per admin user
eMailer	1 user license included	\$50/mo per admin user
eMailer+		\$200/mo per admin user
Inbound		\$500/mo per admin user
Inbound+		\$1,250/mo per admin user
Campaign Manager		\$1,000/mo per admin user
Staff Match		\$225/mo per admin user
Mobile Authenticator		\$500/mo minimum (includes 100 seats), additional seats can be purchased for \$5 per user per month
StaffSafe		\$1,000/mo per admin user
Reminder		\$1,000/mo per admin user
Reporter	1 user license included	\$100/mo per admin user
Reporter+		\$500/mo per admin user
SalesForce plug in		\$10/mo per SalesForce user
Secure Messaging		\$1000/mo, unlimited users
APIs	1 API included	\$250/mo/API

Important Information

Eligibility and Activation: AT&T Global Smart Messaging Suite application ("GSMS") is a software solution which includes an (i) internet website used for messaging ("Messaging Portal"), (ii) application plug-ins ("Plug-ins"), (iii) application protocols ("Protocols"), (iii) application programming interfaces ("APIs"), (iv) an internet website used to access billing information ("Billing Portal"), (v) cross-carrier SMS aggregation capability ("SMS Aggregation") and (vi) short codes and long codes loaded into the Messaging Portal and Aggregation Platform ("Codes"). GSMS is available to AT&T business or government customers ("Customer(s)") that have a valid, eligible AT&T business/government agreement ("Business Agreement") and AT&T Foundation Account Number ("FAN") and Corporate Responsibility Users ("CRUs"). Individual Responsibility Users ("IRUs") are not eligible. Customer must have a physical address within AT&T's licensed service area. Individual wireless service agreements for Customer's end users may also be required. GSMS cannot be self-provisioned (e.g. through Premier) and must be provisioned and de-provisioned by an AT&T enterprise sales representative. AT&T will designate a Customer FAN to which AT&T will bill all GSMS charges. If such FAN is suspended or cancelled, all GSMS provisioned through such FAN will be disabled. Additional hardware, software, subscription, Internet access from your compatible PC and/or special network connection may be required. May not be available for purchase in all sales channels or in all areas.

Short Codes: Approval of a Customer's Common Short Code ("CSC") from the relevant carriers is required for both U.S. and Canada cross-carrier SMS messaging from GSMS. Customer must provide its own registered cross-carrier CSCs, either directly from the relevant association or through Soprano Design, which allows AT&T billing on behalf of Soprano Design for the CSC lease fees. Submitting a request for carrier approval of a CSC does not guarantee that a participating carrier will accept or implement the CSC or that Customer will be able to use the CSC at all. Carrier CSC approvals can take 12 weeks or longer, and will vary according to the time required to secure Customer's CSC approval from each desired carrier. AT&T makes no guarantees as to the timing of receipt of any carrier's CSC approval.

Non-AT&T Devices/Service: With respect to each text message ("SMS") or e-mail message that Customer sends to an end user with a non-AT&T device/service, Customer is responsible for ensuring that Customer, its applicable end users and GSMS complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

24x7 technical support provided by AT&T. For non-AT&T devices, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

Sending and/or Receiving Messages: GSMS requires internet access to access the Messaging Portal or the Plug-ins, Protocols or APIs used by any Customer application that connects to GSMS. AT&T has no liability to Customer for Customer's inability to access the Messaging Portal or GSMS for reasons beyond AT&T's control. GSMS may only be used to send messages to end users that have been given permission from Customer to send messages. If any messages are attempted to be sent from GSMS to any non-supported, restricted, blocked or unavailable wireless phone

numbers or devices at AT&T or any wireless carrier, such messages will not be delivered. AT&T may delete any SMS or other message that is (a) sent by Customer by means of GSMS from three months after the date on which it was sent; or (b) received by Customer by means of GSMS from twelve months after the date on which it was received. Customer is responsible for managing, maintaining and securing information about individual recipients and group distribution lists used in GSMS. AT&T's privacy policy may be viewed at wireless.att.com/privacy/privacy_policy. It is the end user's responsibility to ensure his/her use complies with Customer's internal IT and security procedures. Customer is responsible for ensuring accurate phone numbers are entered into GSMS address book and group distribution lists, and customer is responsible for removing any unwanted phone numbers from GSMS address book and group distribution lists. Sender is solely responsible for all content sender transmits through GSMS, and Customer is responsible for safeguarding its access to GSMS. For example, such safeguarding includes, but is not limited to, protecting its account information/number and using firewall, anti-virus, anti-spam, or similar protective measures, all at Customer's sole cost and expense. Customer must take all reasonable steps to ensure that the password and username of all users authorized by Customer are not disclosed to a third party or compromised in any way. Use of GSMS is subject to the AT&T Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy. Sender cannot use GSMS to transmit any communication that would violate any federal, state or local law, court order or regulation. Customer and its end users must cooperate with AT&T and/or governmental authorities in investigations alleging a violation or prohibited use of GSMS.

AT&T GSMS Secure Messaging: The end user will be required to have a data plan enabled on his or her device and to consent to license terms presented with the client application to be able to download the client application and access secure message content.

Supported OS for Secure Messaging: iPhone iOS4, Android 2.2, Blackberry OS6, Windows Phone 7, J2ME.

Emergency Notification: GSMS must not be used as the primary or sole method of sending SMS notifications that contain information that is essential to the protection of life or property. First responders should not rely on GSMS for such situations, in such situations GSMS may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery.

HIPAA: If Customer chooses to use GSMS from AT&T to transmit Protected Health Information ("PHI"), Customer must encrypt the data in a manner consistent with the guidelines established by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent that Customer's use of GSMS from AT&T requires AT&T to use or disclose PHI, Customer consents to the terms of AT&T's Business Associate Agreement, located at att.com/businessassociateagreement.

International Messages: A complete list of supported destination countries and carriers can be provided by AT&T, contact your AT&T sales representative to request a copy. A compatible device is required to receive text messages. Certain countries and/or carriers within a country may be unavailable. Availability, quality of coverage and Services are not guaranteed. Certain tenure, billing and credit restrictions and additional charges may apply.

Marketing Messages: Customer agrees it will not use GSMS to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. Customer will have the burden of proving consent with clear and convincing evidence if a person or entity complains customer did not obtain their consent. Consent cannot be evidenced by third party lists customer purchased or obtained. Customer further agrees it will not use GSMS to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of AT&T's services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your GSMS, including any associated accounts using your GSMS, without notice, as to anyone using GSMS in any manner that is prohibited. AT&T's failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

Limitations: The maximum number of characters of one standard SMS message is 160. Messages will be sent in two or more parts if the characters exceed 160. Cellular coverage is not available in all areas. Due to cellular coverage and system limitations, GSMS may not be accessible at all times. AT&T wireless coverage maps are available at wireless.att.com/coverageviewer. Non-AT&T devices/services are not covered by the AT&T networks and additional terms and conditions may apply (refer to your wireless carrier). Coverage is subject to transmission limitations and terrain, system, capacity and other limitations. AT&T does not guarantee the availability, security, reliability, speed of message delivery, or timeliness of message delivery of GSMS, and AT&T makes no Service Level Agreements (SLAs), guarantees or warranties with respect to the performance of GSMS. Delivery time is dependent upon the conditions prevailing at the time of submission and actual delivery and/or delivery within a specific period of time are not guaranteed. When outside coverage, access will be limited to information and applications previously downloaded to or resident on your device. Text messages (SMS) may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including text messages sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked SMS from GSMS. Other messages sent for conversion into text messages (SMS) for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or e-mail gateway, a problem with the AT&T network, or the end user not having sufficient credit to send a SMS or not having the correct permissions to send a SMS.

Third-Party Products and/or Services: Customers may purchase GSMS as an AT&T-only solution providing messaging on the AT&T network only without separate agreements with third-parties. If Customer requires professional services or wishes to deploy cross-carrier or non-U.S. messaging to non-AT&T subscribers, then the complete solution will require third-party products and/or services, such as leasing cross-carrier CSCs, that are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. Should Customer select the billing on behalf option from AT&T for CSC leasing and/or professional services provided by Soprano Design, Customer will be subject to the terms of the Alliance Billing Service Attachment. By using this GSMS you agree to abide by the terms and conditions of any applicable third-party software licenses for products and services. Failure to comply with such terms and conditions may result in GSMS termination.

Additional Terms: Additional GSMS and other terms and conditions apply. GSMS is also subject to customer's Business Agreement (including without limitation the Global Smart Messaging Suite Attachment), the applicable voice, data and/or text messaging plan brochures (including without limitation the "Enterprise Customers: Additional Service and Equipment Related Terms" found at att.com/abs-addtl-terms) and coverage maps. All non-AT&T devices and service used with GSMS will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions. Offer subject to change without notice.

For more information contact an AT&T Representative or visit <http://www.att.com/smartmessagingsuite>.

