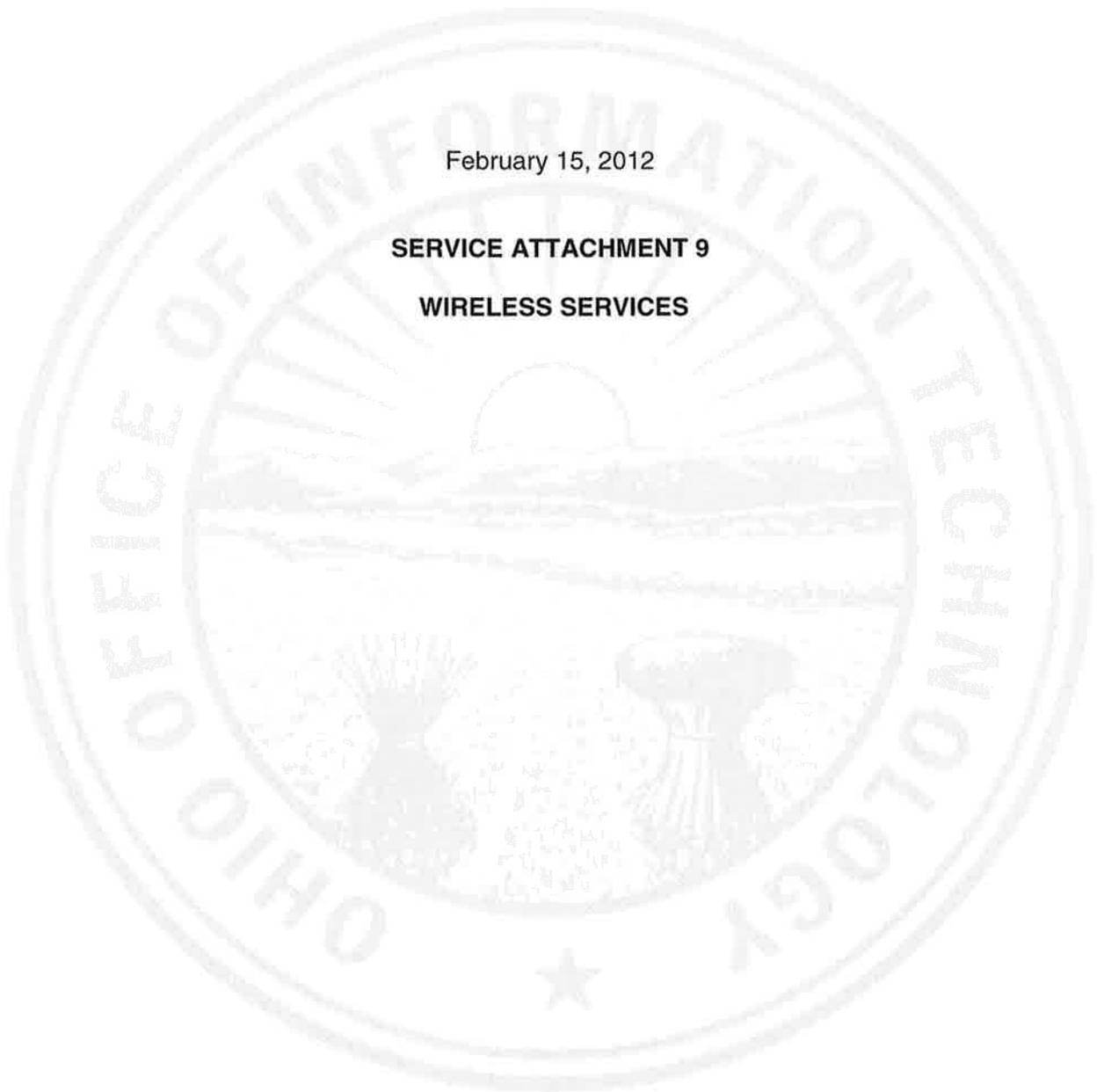


**SERVICE ATTACHMENT 9  
TO THE  
MASTER SERVICE AGREEMENT**

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February 15, 2012

**SERVICE ATTACHMENT 9  
WIRELESS SERVICES**



**SERVICE ATTACHMENT 9  
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**This Service Attachment** ("Service Attachment 9") 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"), is effective as of the State's signature. Service Attachment 9 is made to that certain Master Service Agreement effective May 20, 2010, by and between the State and AT&T Corp. (the "MSA"). The State and Vendor are also referred to herein individually as a "Party" and collectively as the "Parties". Terms used but not defined herein have the meanings set forth in the MSA.

**WHEREAS**, Vendor desires to provide to the eligible Subscribing Entities certain wireless Voice and Wireless Data Service (as defined herein) upon the terms and conditions set forth in the MSA and such additional terms and conditions as set forth in this Service Attachment 9; and

**WHEREAS**, the State wants such wireless Voice Service and Wireless Data Service for such entities;

**WHEREAS**, in furtherance thereof, the Parties desire to execute this Service Attachment 9 to the MSA.

**NOW THEREFORE**, in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

**1. DESCRIPTION OF SERVICE.** Vendor, through Carriers, will provide Service and Equipment to Subscribing Entities. For purposes of this Service Attachment 9, Subscribing Entity(s) will receive Service as Corporate Responsibility Users (CRU) only. For purposes of this Service Attachment 9, the terms CRU and Subscribing Entity are interchangeable. The term CRU may also be referenced on Vendor website as well as Vendor Sales Information.

**1.1 Plans; Sales Information.** The Subscribing Entity may choose from Voice Service and Wireless Data Service Plans found on Appendix A as well as on the "Plans" page of the Program Website ([www.att.com/cda](http://www.att.com/cda)), 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 selected when Service is activated or changed. Subscribing Entity(s) must qualify for the chosen Service. If Subscribing Entity(s) lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. The Subscribing Entity is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found in Appendix A, B, C, D, E and F.

**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 Subscribing Entity(s) in any such deleted Service Area and/or terminate Service provided under Attachment 9 if the Service Area deletion affects all the Subscribing Entity(s). 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 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

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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 the MSA or any terms and conditions of a Subscribing Entity's Plan; (b) if the Subscribing Entity's representative behaves in an abusive, derogatory, or similarly unreasonable manner with any of AT&T's representatives which behavior interferes with AT&T's ability to provide Service (c) for any nonpayment of charges or provision of inaccurate information, and/or refusal to pay any reasonable deposit when AT&T reasonably believes that the Subscribing Entity(s) credit has deteriorated; or (d) if AT&T has reasonable cause to believe that 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.

1.3 Equipment.

1.3.1 Availability. With respect to Numbers provisioned from AT&T Markets, the Subscribing Entity 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.

1.3.2 General. The Subscribing Entity is responsible for all phones and other Equipment containing a SIM assigned to the Subscribing Entity under the corresponding account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. The Subscribing Entity 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 Equipment remotely with system settings for roaming service, to direct Equipment to use network services most appropriate for a Subscribing Entity(s) 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. The Subscribing Entity agrees that it 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. The Subscribing Entity is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

1.3.3 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 the Subscribing Entity(s) 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 the Subscribing Entity upon delivery of the Equipment to the address specified in the order.

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1.4 Activation and Other Processes.

1.4.1 Service and Equipment. The Subscribing Entity will issue orders to AT&T via the State of Ohio Technology Service Request (TSR) system. AT&T will process the TSR request according to the AT&T then current ordering process. The Subscribing Entity authorizes AT&T to provide information about and to make changes to the Subscribing Entity's account, including adding new Service, upon the direction of any State authorized representative of the Subscribing Entity able to provide information AT&T deems sufficient to identify the Subscribing Entity. Any order for Service that the Subscribing Entity's representative submits to AT&T will be binding upon the Subscribing Entity pursuant to the terms and conditions of the Agreement. AT&T may reasonably rely on the authority of any person who executes an order on the Subscribing Entity's behalf. The Subscribing Entity 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 the Subscribing Entity(s) to advise the Subscribing Entity(s) about AT&T's Services or other matters. AT&T believes may be of interest to the Subscribing Entity(s). In any event, AT&T reserves the right to contact the Subscribing Entity(s) by any means regarding customer service-related notifications, or other such information.

**2. SERVICE SPECIFIC TERMS AND DEFINITIONS.** In addition to terms and conditions defined elsewhere in this Service Attachment 9 and Appendices attached hereto, these terms have the following meanings in the Agreement:

**2.1 "Affiliate"** when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T.

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

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

**2.4 "AT&T Mobile Services"** means commercial mobile radio services, including without limitation, Voice Service, Wireless Data Service and Messaging Services.

**2.5 "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, includes the Carriers' respective employees, officers, agents and subcontractors.

**2.6 "CRU" and "Corporate Responsibility User"** mean an Employee receiving Service under the Subscribing Entities' account. For purposes of this Service Attachment 9, the terms CRU and Subscribing Entity are interchangeable.

**2.7 "Employee"** means the Subscribing Entity's current, validated personnel receiving Federal W-2 or K-1 tax treatment.

**2.8 "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.

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

**2.10 “Messaging Services”** means optional text/instant messaging and picture/video messaging features available with qualified Plans for use with Messaging Service-capable Equipment.

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

**2.12 “Monthly Service Charge Discount”** means a monthly discount on eligible AT&T Mobile Services that is applied to an eligible CRU’s Monthly Service Charge, all as described in this Service Attachment 9.

**2.13 “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.

**2.14 “Plan”** means an AT&T Mobile Services calling or other rate plan.

**2.15 “Program Website”** means that certain website found at [www.att.com/cda](http://www.att.com/cda).

**2.16 “Service”** means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by AT&T under this Agreement.

**2.17 “Voice Service”** means wireless voice telecommunications services.

**2.18 “Wireless Data Service”** means wireless data telecommunications services.

**3. STANDARD RATE PLANS.** Refer to Appendix A of Service Attachment 9 as well as on the “Plans” page of the Program Website ([www.att.com/cda](http://www.att.com/cda)), as may be modified by AT&T from time to time.

**4. Intentionally Deleted.**

**5. FEE STRUCTURE.**

**5.1 Payment.** The Subscribing Entity must pay 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 other charges specifically set forth in this Section 5 and Appendix A of this Service Attachment. The Subscribing Entity may be billed for multiple types of usage simultaneously and restoral and reactivation charges, and any Other Monthly Charges (as defined in §5.5 herein).

**5.2 Charges Generally.** If Equipment is shipped to the Subscribing Entity, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. 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 the Subscribing Entity is

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a former customer of AT&T Wireless and maintain uninterrupted service on select Plans; however, if the Subscribing Entity elects to receive invoices for Service combined with the Subscribing Entity's wireline phone bill (where available), the Subscribing Entity will be billed in advance as provided above. Unless otherwise provided in the attached Appendices to this Service Attachment 9, 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. Additional charges may apply, as provided for in Appendix A, for additional (Hard) copies of invoices or for detailed information about the Subscribing Entity's usage of Services. However, Subscribing Entities can view invoices online through Premier at no cost. All data and messaging allowances must be used in the billing period in which the allowance is provided. No rollover of unused data and messaging will apply to Services provided under this Service Attachment 9. 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 its Anytime monthly minutes in the month in which the calls appear on the bill. (Example: If in the current month charges appear for the month when usage actually occurred, and the prior usage added to the current month's usage exceeds the monthly limit, there will be an additional charge for the excessive usage.)— The Subscribing Entity also remains responsible for paying monthly the service fee if Service is suspended for nonpayment. Billing cycle end dates may change from time to time. The Subscribing Entity also remains responsible for paying the monthly service fee if Service is suspended for nonpayment. When a billing cycle covers less than or more than a full month, AT&T may make reasonable adjustments and prorations. Particular Services may incur charges in a different manner than set forth herein, and AT&T will advise the Subscribing Entity of any such differences in the corresponding Attachment. Certain Services (e.g., select non-stocked Equipment) may be billed to the Subscribing Entity's invoices, as applicable, by AT&T on behalf of the third party provider. AT&T will obtain prior approval from the Subscribing Entity before applying the Alliance Billing Service.

**5.3 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

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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.

5.4 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. The Subscribing Entity is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment. 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 the Subscribing Entity 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 the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

5.5 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T.

\$0.74	Regulatory Cost Recovery Charge
15.3%	Federal Universal Service Fund

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\$0.00	State Universal Service Fund
0.00%	Other AT&T Surcharges

The fees above are listed for convenience and may vary based on zip code. The Subscribing Entity may confirm such charges at the following website; <http://www.wireless.att.com/cell-phone-service/additionalcharges>. The Subscribing Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon the Subscribing Entity, may change based upon the government's calculations.

**Federal, State and Local Government Taxes:** If a subscribing entity is not exempt from the payment of any taxes, the subscribing entity will be responsible for paying such taxes applicable to the service. Each subscribing entity purchasing hereunder shall provide a valid tax-exemption certificate or other evidence of exemption at time of order.

These fees are not taxes or government-required charges, but are charges approved by a governmental or regulatory authority having jurisdiction to allow such charges relating to the provision of Services. The Subscribing Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon the Subscribing Entity, may be increased based upon the government's or AT&T's calculations. For a designation of fees in specific Ohio areas, listed for convenience and subject to change, refer to [www.wireless.att.com/cell-phone-service/additionalcharges/](http://www.wireless.att.com/cell-phone-service/additionalcharges/).

**6. SERVICE DISCOUNT AND EQUIPMENT DISCOUNT.**

**6.1. Monthly Service Charge Discount.** Subject to the restrictions set forth in this §6.1, AT&T will provide the Subscribing Entity with a Monthly Service Charge Discount of NINETEEN PERCENT (19%) in AT&T Markets on Plans found at the "Plans" page of the Program Website. AT&T may restrict certain Plans or certain other discount programs from qualifying for the Monthly Service Charge Discount. AT&T will advise the Subscribing Entity when such restrictions apply. Such restrictions will be listed in the Vendor's Program Website, Premier, the Sales Information or the Service Attachment 9. AT&T will only apply the Monthly Service Charge Discount to the Monthly Service Charge of eligible Plans. AT&T will not apply the Monthly Service Charge Discount to: (a) other monthly service charges such as monthly recurring charges for features; and/or (b) any other charges under the Agreement. It may take several billing cycles for the Monthly Service Charge Discount to be applied. In such cases, rates will be adjusted to the original activation date of the new Plan.

**6.2 Equipment Discount.** AT&T will provide the Subscribing Entity with an Equipment Discount of FIFTY PERCENT (50%) on select Equipment found at the "Equipment" page of the Program Website, as may be modified by AT&T from time to time, subject to availability limitations. AT&T will apply the Equipment Discount only to the prices set forth on this Program Website page. AT&T will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

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6.3 Promotional Pricing. Promotional pricing may be available from time to time. Please contact your AT&T Account Manager to discuss promotion availability.

7. **TAXES, SURCHARGES AND GOVERNMENT FEES.** [Refer to Section 5 of this Service Attachment 9.]

8. **REPORTING REQUIREMENTS** Refer to Appendix B of Service Attachment 9.

9. **COST RECOVERY FEE REQUIREMENTS** Refer to Appendix B of Service Attachment 9 .

10. **CUSTOMER SUPPORT.**

Identification and Password. Before the Subscribing Entity may use certain AT&T online activation, enrollment, configuration and/or support services, a state authorized representative of the Subscribing Entity must register with AT&T and create a login identification ("ID") and password. Use of this login ID and password will enable the state authorized Subscribing Entity to make certain changes to the Subscribing Entity's account(s). The state authorized representative is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by the Subscribing Entity, or issued by AT&T, for purposes of giving the Subscribing Entity access to activation, enrollment, configuration and support services. AT&T is entitled to rely on information it receives from the Subscribing Entity and may assume that all such information was submitted by or on behalf of the Subscribing Entity. All orders will be issued per the requirements of Section 1.4.1.

11. **CONVERSION PLAN FOR EXISTING CUSTOMERS.** The Parties acknowledge the existence of that certain wireless service agreement Wireless Agreement by and between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and the Department of Administrative Services Office of Information Technology on behalf of the State of Ohio ("Customer") originally effective on March 7, 2005 and has been extended February 29, 2012, (the "Original Wireless Agreement"). Furthermore, the Parties acknowledge and agree that upon execution of this Service Attachment 9, (a) the Original Wireless Agreement will be terminated; (b) any and all outstanding charges due and owing under the Original Wireless Agreement will be transferred to the corresponding accounts under this Service Attachment 9 as if incurred hereunder; and (c) all existing Subscribing Entities will be moved to this Service Attachment 9, receiving credit for time spent on the then-current Plan

12. **COVERAGE MAPS.** Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time. See also §1.2 herein. Information on coverage may be obtained from the account team or by the vendor's website [www.att.com/coverage](http://www.att.com/coverage).

13. **ADDITIONAL INFORMATION.**

13.1 Use of Service.

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

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13.2.4 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 the Subscribing Entity nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

13.2.5 Content. The Subscribing Entity 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 Subscribing Entity(s), 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"). the Subscribing Entity has sole responsibility for any losses resulting from the Subscribing Entity's downloading, access to, or use of any third-party Content, or from the Subscribing Entity's 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 Subscribing Entity(s) 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.

13.2.6 Notices to Subscribing Entities. Subscribing Entities will read all collateral materials concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan brochures, Privacy Policy, coverage maps, and materials related to Equipment and accessories. AT&T will make copies of such materials available to the Subscribing Entity upon request. Similarly, for purposes of determining which jurisdiction's taxes and other assessments to collect, federal law requires AT&T to obtain Subscribing Entities' Place of Primary Use ("PPU"), which must be their business street address and which must be within a Carrier's licensed Service Area. The Subscribing Entity agrees to provide its respective PPU when ordering Service. If a Subscribing Entity does not 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 Subscribing Entity. Each Subscribing Entity must work and have a mailing address within AT&T's owned network coverage area.

13.2.7 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 Subscribing Entity(s)' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific research and services such as vehicle traffic volume monitoring. The Equipment is also capable of purchasing and using optional goods, content and services (at the Subscribing Entity's request on the Subscribing Entity's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). The Subscribing Entity is advised 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.

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13.2.8 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 Subscribing Entity(s) request for a listing or other 411 service. The Subscribing Entity understands that by using this directory assistance service, the Subscribing Entity is consenting to AT&T's use of the Subscribing Entity 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. The Subscribing Entity may refer to AT&T's privacy policy at [att.com/privacy](http://att.com/privacy) for additional details.

13.2.9 Resale and Other Prohibited Uses. The Subscribing Entity and its Affiliates (if applicable) 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.

13.3 Invoicing Options. With respect to Service, the Subscribing Entity will have the following invoicing options:

13.3.1 Consolidated Invoicing. Under consolidated invoicing, AT&T will provide an online invoice to the Subscribing Entity each month that consolidates all Subscribing Service's 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 Subscribing Entity's invoicing. The Subscribing Entity must promptly notify AT&T of any Numbers to be added or deleted from the Subscribing Entity's online invoice.

13.3.2 Subscribing Entity(s) Invoicing. AT&T will provide invoices to the Subscribing Entities each month that set forth such Subscribing Entity(s) Service charges for the preceding monthly billing cycle. Subscribing Entity(s) invoicing is not offered in conjunction with consolidated invoicing

13.4 Miscellaneous.

13.4.1 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 the Subscribing Entity regarding any specifically applicable terms, conditions and requirements. The Subscribing Entity 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 the Subscribing Entity 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

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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.

13.4.2 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.

13.4.3 Software. Any software licensed separately by AT&T to the Subscribing Entity 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. The Subscribing Entity 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 Enterprise Customers: Additional Service and Equipment Related Terms found at [www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms)) or any Supplemental Service.

13.4.4 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.

13.4.5 Executive Order. Vendor recognizes Executive Order 2011-12K Governing the Expenditure of Public Funds for Offshore Services. The parties agree that the Executive Order provisions do not apply to:

- (1) Services that are incidental to the total cost of the Contract, or
- (2) "Follow the Sun" services where support will be provided on a 24 hour basis.

**[Signatures on Following Page]**

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The State has requested that AT&T sign this Service Attachment 9 first, and AT&T has agreed to do so. This Service Attachment 9 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 Agreement 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 Service Attachment 9 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 attachment.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment 9 which shall be effective on the date signed by the State however, the Parties acknowledge and agree that the pricing provided herein will not be effective until Service is ordered migrated and/or installed under this Service Attachment 9.

**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**

Marcellus Brooks  
Signature  
Marcellus Brooks  
Printed Name  
Senior Contract Manager  
Title  
February 16, 2012  
Date

Stuart R Davis  
Signature  
Stuart R Davis  
Printed Name  
State Chief Information Officer / Asst. Director  
Title  
2/24/12  
Effective Date

Federal Tax ID: 841659970

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**APPENDIX A – PRICING**

<b>GOV National Pooled Plans*</b>										
	GOV National Pooled Plan 100	GOV National Pooled Plan 200	GOV National Pooled Plan 300	GOV National Pooled Plan 400	GOV National Pooled Plan 500	GOV National Pooled Plan 600	GOV National Pooled Plan 700	GOV National Pooled Plan 900	GOV National Pooled Plan 1000	GOV National Pooled Plan 6000
<b>Monthly Service Charge</b>	\$21.60	\$23.40	\$26.52	\$30.42	\$34.32	\$37.44	\$40.56	\$46.80	\$42.90	\$140.40
<b>Anytime Minutes</b>	100	200	300	400	500	600	700	900	1000	6000
<b>Overage Rate</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>Included Nights &amp; Weekend Minutes</b>	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
<b>Included Mobile to Mobile Minutes</b>	UNLIM	UNLIM								
<b>Domestic Long Distance</b>	Included	Included								
<b>Domestic Roaming</b>	Included	Included								
<p>The GOV National Pooled Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Business Pooled Nation Sales Information applies to the GOV National Pooled Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this Appendix A and those set forth in the AT&amp;T Business Pooled Nation Sales Information, the terms of this Appendix A will control.</p> <p>Only up to 4 of the GOV National Pooled Plans may be used on a single Foundation Account Number (FAN)</p> <p>* The GOV National Pooled Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>										

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<b>AT&amp;T Nation Plans*</b>			
	NATION VOICE PLAN 450 WITH ROLLOVER MINUTES	NATION VOICE PLAN 900 WITH ROLLOVER MINUTES	NATION VOICE PLAN WITH UNLIMITED CALLING
<b>Monthly Access</b>	<b>\$32.39</b>	<b>\$48.59</b>	<b>\$69.99</b>
Monthly Minute Allowance	450	900	Unlimited
Included Nights/Weekend Minutes	5000	Unlimited	Unlimited
Additional minutes	\$.45 per minute	\$.40 per minute	N/A
Domestic Roaming and Long Distance	Included	Included	Included
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited
<p>Free Caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold</p> <p>The AT&amp;T Nation Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Nation Plans Sales Information applies to the AT&amp;T Nation Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Nation Plans described in Exhibit A and those set forth in the AT&amp;T Nation Pooled Plans Sales Information, the terms of this Exhibit A will control.</p> <p>* The AT&amp;T Nation Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>			

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<b>AT&amp;T Business National Flat Rate Plan*</b>	
<b>Monthly Access</b>	<b>\$4.99</b>
Home Airtime Rate:	\$0.07
Nationwide Long Distance:	Included
Domestic Roaming:	Included
Mobile-to-Mobile:	No Mobile-to-Mobile Minutes included
Night / Weekends:	No Night / Weekend Minutes included
<p>The Business National Flat Rate Plan is NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Business Nation Flat Rate Sales Information applies to the AT&amp;T Business Nation Flat Rate, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Business Nation Flat Rate Plan described in Exhibit A and those set forth in the AT&amp;T Business Nation Flat Rate Sales Information, the terms of this Exhibit A will control. Equipment activated with this AT&amp;T Business Nation Flat Rate is not eligible for the Equipment Discount, Equipment Price Credits and Related Offers, Custom Equipment Pricing or credits set forth herein and the Pricing Schedule.</p> <p>AT&amp;T Business National Flat Rate Plan is NOT eligible to be used with the Push to Talk Feature.</p> <p>National Flat Rate Plan must be the only voice plan on the Foundation Account Number (FAN) on which it is offered.</p> <p>* The AT&amp;T Business National Flat Rate Plan is only available at the prices set forth herein and is not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>	

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<b>Custom Integrated Plans*</b>			
	<b>GOV Nation Pooled 300 Plan</b>	<b>GOV Nation Pooled 600 Plan</b>	<b>GOV Nation Pooled 1000 Plan</b>
<b>Monthly Service Charge</b>	\$48.75	\$61.43	\$81.90
<b>Anytime Minutes</b>	300	600	1000
<b>Voice Overage Rate</b>	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	5000	UNLIM	UNLIM
<b>Included Mobile to Mobile Minutes</b>	UNLIM	UNLIM	UNLIM
<b>Domestic Long Distance</b>	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A
<b>Included Data Access</b>	2GB	2GB	2GB
<b>Additional Domestic Data Usage</b>	\$10/GB	\$10/GB	\$10/GB
<b>Unlimited Text</b>	Yes	Yes	Yes
<p>The Custom Integrated Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&amp;T's customers. Except as otherwise provided herein; (a) the Wireless Data Service rates, terms and conditions set forth in the AT&amp;T Data Rate Plan Brochure Sales Information applicable to the DataPro Enterprise 2 GB Plan; and (b) the Voice Service rates, terms and conditions of the AT&amp;T Business Pooled Nation Sales Information, apply to the "GOV Nation Pooled" Custom Integrated Plans With DataPro Enterprise 2 GB Plan and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this Appendix A and the Sales Information referenced in this Appendix A, the terms of this Appendix A will control.</p> <p>Only up to 4 of the GOV National Pooled Plans may be used on a single Foundation Account Number (FAN)</p> <p>* The Custom Integrated Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>			

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<b>AT&amp;T DataConnect Plans*</b>		
	<b>DataConnect 5GB Plan</b>	<b>Pooled DataConnect Plan*</b>
<b>Monthly Access</b>	<b>\$ 36.99</b>	<b>\$ 36.99</b>
Monthly GB Allowance	5GB	5GB (Pooled)
Overage Rate	\$0.05/MB	\$0.05/MB
<p>The AT&amp;T DataConnect Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&amp;T's customers. Except as otherwise provided herein; (a) the Wireless Data Service rates, terms and conditions set forth in the AT&amp;T Data Rate Plan Brochure Sales Information applicable to the DataConnect 5GB Plan; and (b) the Wireless Data Service rates, terms and conditions set forth in the AT&amp;T Pooled DataConnect Brochure Sales Information applicable to the Pooled DataConnect Plan and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this Appendix A and the Sales Information referenced in this Appendix A, the terms of this Appendix A will control.</p> <p>* Pooled Plan aggregate or "pool" their data in a single account (a "Pool"). Minimum of (25) active Pooled DataConnect lines receiving service on the same Billing Account Number (BAN) are required to qualify for Pooled DataConnect.</p> <p>* The AT&amp;T DataConnect Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>		

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<b>AT&amp;T Business Pooled Nation Plans*</b>						
	Pooled Nation Voice Plan 450	Pooled Nation Voice Plan 900	Pooled Nation Voice Plan 1350	Pooled Nation Voice Plan 2000	Pooled Nation Voice Plan 4000	Pooled Nation Voice Plan 6000
<b>Monthly Access</b>	<b>\$36.44</b>	<b>\$52.64</b>	<b>\$68.84</b>	<b>\$85.04</b>	<b>\$125.54</b>	<b>\$166.04</b>
Monthly Minute Allowance	450	900	1350	2000	4000	6000
Overage Rate/Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Nights/Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Roaming and Long Distance	Included	Included	Included	Included	Included	Included
A-List	Included	Included	Included	Included	Included	Included
Free Caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold						
<p>Pooled Plan aggregate or "pool" their voice minutes in a single account (a "Pool"). Users must be on the same account to be a member of the pool. AT&amp;T Pooled Nation Plans include A-List at no additional charge and offers Unlimited Calling to and from (10) domestic numbers (including landline). AT&amp;T Pooled Nation Voice Plans listed in Appendix A are net prices to the State of Ohio Subscribing Entities. Nights and Weekends are generally defined as "Nights" from 9 pm to 5:59 am, Monday through Thursday, and "Weekends" as 9 pm Friday night until 5:59 am Monday morning, in the time zone from which the call was placed.</p> <p>The AT&amp;T Business Pooled Nation Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Pooled Nation Voice Plan Sales Information applies to the AT&amp;T Pooled Nation Voice Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Pooled Nation Voice Plans described in Exhibit A and those set forth in the AT&amp;T Business Pooled Nation Plans Information, the terms of this Exhibit A will control.</p> <p>* The AT&amp;T Business Pooled Nation Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>						

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<b>AT&amp;T DataPro Enterprise Plans*</b>		
	<b>DataPro 2GB Enterprise</b>	<b>DataPro 4GB Enterprise</b>
<b>Monthly Service Charge</b>	<b>\$32.40</b>	<b>\$48.60</b>
Included Domestic Data Access	2GB	4GB
Additional Domestic Data Usage	\$10/GB	\$10/GB
<p>The AT&amp;T DataPro Enterprise Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Data Rate Sales Information applies to the AT&amp;T DataPro Enterprise Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Data Rate described in Appendix A and those set forth in the AT&amp;T DataPro Enterprise Plans Sales Information, the terms of this Appendix A will control.</p> <p>* The AT&amp;T DataPro Enterprise Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>		

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<b>AT&amp;T DataConnect for Tablets Plans*</b>			
	<b>DataConnect 250MB</b>	<b>DataConnect 2GB</b>	<b>DataConnect 3GB</b>
<b>Monthly Service Charge</b>	<b>\$14.99</b>	<b>\$25.00</b>	<b>\$28.35</b>
Included Domestic Data Access	250MB	2GB	3GB
Additional Domestic Data Usage	\$14.99/250MB	\$10/GB	\$10/GB
<p>The AT&amp;T DataConnect for Tablets Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Data Rate Sales Information applies to the AT&amp;T DataConnect for Tablets Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T DataConnect for Tablets Plans described in Appendix A and those set forth in the AT&amp;T's Data Rate Sales Information, the terms of this Appendix A will control.</p> <p>* The AT&amp;T DataConnect for Tablets Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>			

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**AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans\***

	<b>DataConnect 5GB Plan for • 4G†† and 4G LTE†† LaptopConnect devices  • 3G, 4G†† and 4G LTE†† stand-alone mobile hotspot devices</b>	<b>DataConnect 5GB Plan</b>
<b>Monthly Service Charge</b>	<b>\$40.50</b>	<b>\$48.60</b>
Included Domestic Data Access	5GB	5GB
Additional Domestic Data Usage	\$10/GB	\$0.05/MB

The AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Data Rate Sales Information applies to the AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans described in Exhibit A and those set forth in the AT&T's Data Rate Sales Information, the terms of this Exhibit A will control.

\* The AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.

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<b>AT&amp;T International Data Plans*</b>				
	<b>Data Global Add-On Plan 50MB</b>	<b>Data Global Add-On Plan 125MB</b>	<b>Data Global Add-On Plan 275MB</b>	<b>Data Global Add-On Plan 800MB</b>
<b>Monthly Access</b>	<b>\$24.99</b>	<b>\$49.99</b>	<b>\$99.99</b>	<b>\$199.99</b>
Monthly MB Allowance	50MB	125MB	275MB	800MB
Overage Rate	\$10/10MB	\$10/10MB	\$10/10MB	\$10/10MB
<p>The AT&amp;T International Data Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's International Data Plans Sales Information applies to the AT&amp;T International Data Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T International Data Plans described in Appendix A and those set forth in the AT&amp;T International Data Plans Sales Information, the terms of this Appendix A will control.</p> <p>* The AT&amp;T International Data Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>				

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<b>AT&amp;T Wireless Priority Service Plan*</b>	
<b>Feature Charge</b>	<b>\$1.99/user/month</b>
<b>Cost Per Minute</b>	<b>\$.75/minute</b>
<b>Activation Fee</b>	<b>Waived</b>
<p>The AT&amp;T Wireless Priority Service Plan is NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Wireless Priority Service Sales Information applies to the AT&amp;T Wireless Priority Service Plan, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Wireless Priority Service Plan described in Appendix A and those set forth in the AT&amp;T Wireless Priority Service Sales Information, the terms of this Appendix A will control.</p> <p>* The AT&amp;T Wireless Priority Service Plan is only available at the prices set forth herein and is not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>	

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<b>AT&amp;T Push to Talk*</b>	
	<b>AT&amp;T Push to Talk</b>
<b>Monthly Access</b>	<b>\$5.00</b>
<p>The AT&amp;T Push to Talk Feature is NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Push to Talk Feature Sales Information applies to the AT&amp;T Push to Talk Feature, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Push to Talk Feature described in Appendix A and those set forth in the AT&amp;T Push to Talk Feature Sales Information, the terms of this Appendix A will control.</p> <p>AT&amp;T Push to Talk is NOT eligible to be used with the AT&amp;T Business National Flat Rate Plan.</p> <p>* The AT&amp;T Push to Talk Feature is only available at the prices set forth herein and is not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>	

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<b>AT&amp;T Messaging Feature*</b>		
	<b>Messaging 200</b>	<b>Messaging Unlimited</b>
<b>Monthly Service Charge</b>	<b>No Monthly Service Charge</b>	<b>\$12.00</b>
Included Messages	200	UNLIMITED
Additional Messages (Per Message)	\$0.10	INCLUDED
<p>The AT&amp;T Messaging Features are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T's customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T's Data Rate Sales Information applies to the AT&amp;T Messaging Feature, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Messaging Feature described in Appendix A and those set forth in the AT&amp;T's Data Rate Sales Information, the terms of this Appendix A will control.</p> <p>* The AT&amp;T Messaging Features are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor's customers.</p>		

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<b>State of Ohio AT&amp;T Pooled Business Connect Plans*</b>					
	<b>Pooled Business Connect Plan 1MB</b>	<b>Pooled Business Connect Plan 2MB</b>	<b>Pooled Business Connect Plan 3MB</b>	<b>Pooled Business Connect Plan 4MB</b>	<b>Pooled Business Connect Plan 5MB</b>
<b>Monthly Access</b>	<b>\$7.28</b>	<b>\$9.71</b>	<b>\$11.33</b>	<b>\$12.95</b>	<b>\$14.57</b>
Monthly MB Allowance	1MB	2MB	3MB	4MB	5MB
Overage Rate	\$0.02/KB	\$0.01/KB	\$0.01/KB	\$0.01/KB	\$0.01/KB
<p>Pooled Plans aggregate or “pool” their data in a single Billing Account Number (a “Pool”)</p> <p>The AT&amp;T Pooled Business Connect Plans are NOT eligible for the Monthly Service Charge Discount, any other discount provided under this Contract, nor any other discounts, promotions or credits otherwise available to AT&amp;T’s customers. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&amp;T’s Business Connect Plans Sales Information applies to the AT&amp;T Pooled Business Connect Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of the AT&amp;T Pooled Business Connect Plans described in Exhibit A and those set forth in the AT&amp;T Business Connect Plans Sales Information, the terms of this Exhibit A will control.</p> <p>* The AT&amp;T Pooled Business Connect Plans are only available at the prices set forth herein and are not eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Contractor’s customers.</p>					

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**State of Ohio ACDA  
Appendix B  
Cost Recovery/Reporting**

AT&T Mobility will establish a State of Ohio Cost Recovery Fee account. A Cost Recovery Fee to be paid to DAS will be calculated by multiplying Two Percent (2%) times the grand total dollar amount invoices less payment fees and adjustments.

On a quarterly basis, AT&T Mobility will provide the following data to DAS in the form of a State level recap and a recap for each subscribing entity.

- Total dollar amount invoiced for services
- Number of active services at the end of the quarter
- Total dollar amount invoiced for usage
- Total number of minutes invoiced for usage
- Total number of billable minutes and break down;
  1. Peak usage (both in and out of home service area)
  2. Mobile to Mobile usage outside of home service area
  3. Push to Talk usage outside of home area
- Total number of non-billable minutes and break down;
  1. Non-peak usage in home area
  2. Peak Mobile to Mobile usage in home area
  3. Non-peak Mobile to Mobile usage in home area
  4. Push to Talk usage in home area
- Total dollar amount invoiced for equipment
- Total dollar amount invoiced for accessories
- Total dollar amount invoiced for additional services, recapped by service
- Total dollar amount for late payment fees
- Total dollar amount of invoice adjustments
- Grand total dollar amount invoiced
- Grand total dollar amount invoiced less late payment fees and adjustments  
(Note: Cost Recovery amount will be based on this total)

Required file format and reporting details will be mutually agreed by AT&T and the State of Ohio by DAS Information Technology Service Delivery (ITSD).

### Quarterly Inventory Report

AT&T Mobility will provide the State with an inventory of lines for all subscribing entities. The report will be in soft-copy Microsoft Excel format. The following data will be required;

- Foundation Account Number (FAN)
- Billing Account Number (BAN)
- Subscribing Entity Account Number

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- Mobile Number
- Subscribing Entity Name
- User Name
- Service Start Date
- Service End Date
- Equipment Product ID
- Equipment Description



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**ENTERPRISE CUSTOMERS: ADDITIONAL SERVICE AND EQUIPMENT RELATED TERMS**

**1.0 TERMS RELATING TO YOUR DEVICE AND CONTENT**

**1.1 My Device**

You are responsible for all phones and other devices containing a SIM assigned to your account ("Devices"). Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

**1.2 Where and How Does AT&T Service Work?**

AT&T does not guarantee availability of wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside AT&T's coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T network technologies. See coverage map(s), available at store or from your sales representative, for details or the coverage map at [www.att.com/coverage-viewer](http://www.att.com/coverage-viewer).

Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

**1.3 What Information, Content, And Applications Are Provided By Third Parties?**

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

**AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.**

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in

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whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

**1.4 How Can I Get Mobile Content?**

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from AT&T or other companies ("Content"). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these charges will appear on your bill (including charges on behalf of other companies), and that such Purchases can be restricted by using parental controls or similar features available from an AT&T salesperson, or by calling AT&T.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

**2.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE**

**2.1 What Are The Limitations On Service And Liability?**

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS.

**2.2 How Can I Use My AT&T Service?**

All use of AT&T's wireless network and Services is governed by AT&T's Acceptable Use Policy, which can be found at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy), as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

**2.3 Who Is Responsible For Security?**

AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

**2.4 How Can I Use the Software?**

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The pre-installed/embedded software, interfaces, documentation, data, and content provided on any Device purchased and designed for use exclusively on AT&T's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter "Software") is licensed, not sold, to you by AT&T and/or its licensors/suppliers for use only on such Device. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy). For the avoidance of doubt, Software does not include any AT&T or third-party software sold separately to you by AT&T.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in your Enterprise Agreement.

**2.5 How Can I Use Another Carrier's Network (Off-Net Usage)?**

**2.5.1 Voice**

Your off-net voice usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan.

**2.5.2 Data**

Your offnet data usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan. You may be required to use a Device programmed with AT&T's preferred roaming database.

**2.5.3 Messaging**

Your off-net messaging usage allowance is equal to the lesser of 3,000 messages or 50% of the messages included with your plan.

**2.6 How Do I Get Service Outside AT&T's Wireless Network (Roaming)?**

Roaming charges for wireless data or voice Services may be charged with some plans when outside AT&T's wireless network.

**2.6.2 International Roaming**

International roaming rates, which vary by country, apply for all calls placed or received while outside the United States, Puerto Rico and U.S.V.I. Please consult [att.com/global](http://att.com/global) or call 866-246-4852 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Taxes are additional.

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**2.6.3 International Data**

Many Devices, including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered “on” outside the United States, Puerto Rico and USVI. AT&T may send “alerts” via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan.

**2.6.4 Data Global Add-Ons and Global Messaging Plans**

Require that domestic data or messaging capability be in place. Rates apply only for usage within “roam zone” comprised of select carriers. Within the roam zone, overage rate applies if you exceed the MBs allotted for any Data Global Add-On Plan or the messages allotted for any Global Messaging Package. International roaming pay-per-use rates apply in countries outside the roam zone. See [att.com/dataconnectglobal](http://att.com/dataconnectglobal) for current roam zone list. If you enroll after the beginning date of your billing cycle, the monthly charge and the data/message allotment included will be correspondingly reduced per day.

**2.6.5 Data Connect Global/North America Plans**

Do not include capability to place a voice call and require a 1 year agreement. For specific terms regarding international data plans, see Section 4.11.2 below.

**2.6.6 International Long Distance**

International rates apply for calls made and messages sent from the U.S., Puerto Rico and U.S.V.I. to another country.

**2.6.7 International Long Distance Text, Picture & Video Messaging**

Additional charges apply for premium messages and content. Messages over 300 KBs are billed an additional 50¢/message. For a complete list of countries, please visit [att.com/text2world](http://att.com/text2world).

**2.6.8 Cruise Ship Roaming**

Cruise ship roaming rates apply for calls placed or data used while on the ship.

**3.0 WHAT VOICE SERVICES DOES AT&T OFFER?**

**3.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?**

**Pricing/Taxes/No Proration:** Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Final month’s charges are not prorated. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

**3.2 Voicemail**

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Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to Enhanced Voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message, because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. For information as to the number of voicemail messages you can store, when voicemail messages will be deleted, and other voicemail features, see [att.com/wirelessvoicemail](http://att.com/wirelessvoicemail). We reserve the right to change the number of voicemails you can store, the length you can store voicemail messages, when we delete voicemail messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See [att.com/global](http://att.com/global) for information about using voicemail internationally.

**3.4 Unlimited Voice Services**

Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components.

Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

**3.5 Caller ID**

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit.

**3.6 Rollover Minutes**

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

**3.7 Mobile To Mobile Minutes**

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If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

**3.8 Family Talk Plan**

If applicable to your plan, FamilyTalk may require up to a two-year Service Commitment for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. FamilyTalk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate.

**3.9 A-List for Business**

**A-List for Business**

A-List for Business is an optional feature available only to CRUs with qualified plans (including, without limitation, Nation Plans \$59.99 a month or higher and select business pooled plans \$89.99 a month or higher, such as BusinessTalk.) Eligible CRUs can place/receive calls to/from up to 10 wireline or wireless telephone numbers without being charged for airtime minutes. All qualifying lines on a group account share the same 10 A-List numbers. Only qualified, standard domestic wireline or wireless numbers may be added to your A-List. A-List for Business is only for domestic calls. Certain wireline numbers that are included in private numbering plans for purposes of fixed-mobile convergence solutions are not eligible for A-List for Business. Directory assistance, 900 numbers, your wireless or voicemail access numbers, numbers for call routing services and call forwarding services from multiple phones, and machine-to-machine numbers are not eligible. Depending on your PBX system, AT&T may not be able to determine if your selected PBX A-List number is calling/receiving calls from your wireless account and airtime charges may apply. Forwarded calls will be billed based on the originating number, not the call forwarding number, and airtime charges may apply. Only voice calling is eligible. A-List number selections may only be managed online via Premier Online Care. Selected telephone numbers do not become active until 24 hours after being added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice.

**3.10 AT&T Viva Mexico ("Mexico Plan") & AT&T Nation/FamilyTalk With Canada ("Canada Plan")**

Certain eligibility requirements apply. Anytime Minutes and Night and Weekend Minutes between Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, or Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan, will be treated for billing purposes as calls to and from your U.S. wireless coverage area.

Calls made from or received in Mexico and Canada cannot exceed your monthly off-net usage allowance (the lesser of 750 min./mo. or 40% of your Anytime Minutes/mo.) in any two consecutive months. Calls made from or received in Mexico and Canada will not qualify as Mobile to Mobile Minutes. Special rates apply for data usage in Mexico and Canada. International long distance text, instant, picture and video messaging rates apply to messaging from the U.S. to Mexico and Canada and international roaming rates apply when such messages are sent from Mexico and Canada.

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International Roaming charges apply when using voice and data Services outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area, if you subscribe to the Canada Plan. International long distance charges apply when calling to areas outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan.

Anytime Minutes are primarily for live dialog between two people. You may not use your Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale.

**3.11 AT&T Unity And AT&T Unity-FamilyTalk Plans Requirements**

**3.11.1 Eligibility Requirements:** AT&T local and wireless combined bill required. For residential customers, qualifying AT&T local plan from AT&T required. For business customers, qualifying AT&T local service plan required. Specific AT&T Services that qualify vary by location; see att.com or call 1-800-288-2020. Certain business accounts are not eligible for Unity plans. Discounts on any other combined-bill wireless plans will be lost if an AT&T Unity plan is added to your combined bill. If an existing wireless plan is upgraded to an AT&T Unity plan, all discounts and promotions will be lost when subscribing to that plan.

**3.11.2 AT&T Unity Minutes:** AT&T Unity Calling Minutes may be used when directly dialing or receiving calls from any other eligible AT&T wireline or wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. AT&T Unity Minutes are not included when checking usage for the current billing period.

**3.12 VoiceDial Services**

Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with VoiceDial Services. Caller ID cannot be blocked. Caller ID will be delivered on calls, even if you have permanently blocked your name and number. For complete terms and conditions, see att.com/voicedial.

**3.13 AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature.**

Available only with select Nation, FamilyTalk, and BusinessTalk plans and can be discontinued at anytime. Messaging Unlimited Plan required. Mobile to Any Mobile minutes only apply when you directly dial another U.S. mobile number or directly receive a call from another U.S. mobile phone number from within your calling area in the U.S., Puerto Rico, or U.S.V.I. Mobile to Any Mobile is not available with the AT&T Viva Mexico or AT&T Nation/FamilyTalk with Canada plans. Calls made through Voice Connect, calls to directory assistance, and calls to voicemail and return calls from voicemail are not included. Also calls made to and calls received from mobile toll-free numbers, mobile chat lines, mobile directory assistance, calling applications, numbers for call routing and call forwarding services, and machine to machine numbers are not included. Calls to and from wireline numbers that a customer ports and uses as a wireless number will not be treated as a call from a mobile number or a call received from a mobile number, until after the number is ported and included in the wireless number database we use.

**4.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?**

**4.1 What Are The General Terms That Apply To All Data And Messaging Plans?**

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AT&T provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently Data Services may only be used for prescribed purposes. Pricing and data allowances for Data Services are device dependent and based on the transmit and receive capacity of each device.

**On Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.**

AT&T data plans are designed for use with only one of the following distinct device types: (1) Smartphones, (2) basic and Quick Messaging phones, (3) tablets, and (4) LaptopConnect cards, and (5) stand-alone Mobile Hotspot devices. A data plan designated for one type of device may not be used with another type of device. For example, a data plan designated for use with a basic phone or a Smartphone may not be used with a LaptopConnect card, tablet, or stand-alone Mobile Hotspot device, by tethering devices together, by SIM card transfer, or any other means. A data tethering plan, however, may be purchased for an additional fee to enable tethering on a compatible device. An Activation Fee may apply for each data line.

Consumer data plans do not allow access to corporate email, company intranet sites, and other business applications. Access to corporate email, company intranet sites, and/or other business applications requires an applicable Enterprise Data plan. Enterprise Email requires an eligible data plan and Device. Terms may vary depending on selected Enterprise Email solution.

**AT&T RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR ENTERPRISE AGREEMENT.**

**4.2 What Are The Intended Purposes Of The Wireless Data Service?**

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for internet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following:** (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, wirelines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access

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without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies.

**4.4 How Does AT&T Calculate My Data Usage/Billing?**

Data sent and received includes, but is not limited to downloads, email, application usage, overhead and software update checks.

**4.5 Text, Instant Messaging And Picture/Video Messaging**

Messages are limited to 160 characters per message. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 3 days will be deleted.

You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's network

**4.9 AT&T Wi-Fi Services**  
**AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy ("Terms") found at [att.com/attwifitosaup](http://att.com/attwifitosaup). Your use represents your agreement to those Terms, incorporated herein by reference.** AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

**4.10 DataConnect Plans**

**4.10.1 What Are the General Terms that Apply to All DataConnect Plans?**

A voice plan is not required with DataConnect plans.

We may, at our discretion, suspend your account if we believe your data usage is excessive, unusual or is better suited to another rate plan.

**4.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans**

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Available countries, coverage and participating international carriers included in the "Select International Roam Zone" and "Select Canada/Mexico Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico.

**4.10.3 Pooled DataConnect Plans**

Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool".

To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges.

**4.11 AT&T DataPlusSM/AT&T DataProSM Plans**

**4.11.1 AT&T Data Plans With Tethering**

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

**4.11.3 Blackberry Connect; Blackberry Enterprise; Blackberry International**

Supports BlackBerry Enterprise Server™ for corporate access (valid Client Access License required), and personal email access to up to 10 Internet email accounts as per BlackBerry Personal. BlackBerry International requires a minimum one-year agreement.

**4.13 GOOD Plan**

Requires compatible Good Server and, as to each Subscribing Entity, a compatible Good Client Access License (CAL) for use with a qualifying AT&T data plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services.

**4.14 Microsoft Direct Push**

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Requires compatible Microsoft Exchange Server and, as to each Subscribing Entity, a compatible device, a Direct Push enabled email account, and a qualifying AT&T Data Plan. Plans include Subscribing Entity customer support from AT&T for compatible devices. AT&T does not sell, supply, install or otherwise support Microsoft software, products or services (including without limitation, Exchange and Direct Push).

**5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO OTHER PLANS, FEATURES, PROMOTIONS, APPLICATIONS AND OFFERS AVAILABLE TO ENTERPRISE CUSTOMERS?**

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times. In addition, terms and conditions for certain other enterprise-only Plans, features, promotions, Supplemental Services and offers are contained in the Sales Information for such Plans, features, promotions, Supplemental Services and offers and are available to you at the time of purchase.

**6.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?**

**6.1 Intellectual Property**

You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. All other marks contained herein are the property of their respective owners.

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**Appendix D  
PREMIER**

**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. The Subscribing Entity will issue orders to AT&T via the State of Ohio Technology Service Request (TSR) system.

**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.

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**Appendix D  
PREMIER**

**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.** The terms, conditions and defined terms set forth in all documents comprising the Agreement, including, without limitation, this Attachment, apply throughout all such documents.

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**Appendix E  
iPhone Solution; iPad Solution**

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

**Section 1. iPhone Solution; iPad Solution.** AT&T will provide the iPhone Solution and the iPad Solution to the State in accordance with the terms and conditions of Exhibit A, attached to this Appendix D and incorporated herein by reference.

**Section 2. Plans; Equipment.**

AT&T will provide the iPad Plans and iPhone Plans described in Exhibit B, attached to this Appendix E and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPads, iPhone 4 and iPhone 3GS to the State, subject to availability limitations, at the prices set forth in Exhibit B.

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to iPhones or iPads; and (b) the iPhone and iPad Equipment pricing set forth in Exhibit B does NOT apply to upgrades. iPhone and iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

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**Appendix F  
Alliance Billing Service Attachment**

**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 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.

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**Appendix F  
Alliance Billing Service Attachment**

**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](http://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](http://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

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**Appendix F  
Alliance Billing Service Attachment**

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.** The terms, conditions and defined terms set forth in all documents comprising the Agreement, including, without limitation, this Attachment, apply throughout all such documents.

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**EXHIBIT A  
iPhone Solution and iPad Solution Terms and Conditions**

**1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide The State and its qualified Subscribing Entities (a) iPhones and post-paid Service for iPhones (collectively, the "iPhone Solution"); and (b) iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution").

**2. Plans.**

**2.1 General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the Subscribing Entities has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (b) the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"); or (c) the AT&T HSPA+ network ("HSPA+ iPhone"). Plans for use with one iPhone Solution are not compatible with another iPhone Solution. For example, a Plan for use with the HSPA+ iPhone Solution is not compatible with the 3G iPhone Solution or the Original iPhone Solution. 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.

**2.2 Plan Requirements for HSPA+ iPhone.** Subscribing Entities 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.

**2.3 Plan Requirements for 3G iPhone.** Subscribing Entities 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 the 3G iPhone Solution to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Wireless Data Service Plan as AT&T may designate from time to time for such use.

**2.4 Plan Requirements for iPad.** To receive Wireless Data Service as part of the iPad Solution, Subscribing Entities 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.

**3. Service Discount.**

**3.1 3G iPhone and HSPA+ iPhone.** Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, and except as further provided herein, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Contract to Subscribing Entities on the iPhone Solution.

**3.2 iPad.** AT&T will provide the Service Discount with respect to Subscribing Entities activated on the Plan referenced in §2.5 herein.

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**EXHIBIT A  
iPhone Solution and iPad Solution Terms and Conditions...cont'd**

**4. Equipment Discount.** Notwithstanding anything to the contrary in the Contract, The State and its Subscribing Entities will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPhones, iPads or Apple-branded accessories.

**5. 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 iPhone activation. The iPhone Solution includes Visual Voicemail, which requires Subscribing Entities to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so Subscribing Entities are advised to listen to any existing voicemails before completing the activation process.

**6. Policies and Processes.** The State and its Subscribing Entities 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.

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**EXHIBIT B**

**iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

**1. Wireless Data Service Plans for iPhone**

**Wireless Data Service Plans for iPhone**

<b>Plan</b>	<b>Monthly Service Charge</b>	<b>Domestic Data Access (Included)</b>	<b>Domestic Data Usage (Additional)</b>
<b>DataPro</b>	\$25.00	2GB	\$10.00/GB
<b>DataPro</b> (with Tethering)	\$45.00	2GB	\$10.00/GB
<b>DataPro Enterprise</b>	\$40.00	2GB	\$10.00/GB
<b>DataPro Enterprise</b> (with Tethering)	\$60.00	2GB	\$10.00/GB
<b>DataPro 2GB for iPhone 4S Enterprise</b>	\$40.00	2GB	\$10.00/GB
<b>DataPro 2GB for iPhone 4S Enterprise No Visual Voicemail</b>	\$40.00	2GB	\$10.00/GB
<b>DataPro 4GB for iPhone 4S Enterprise</b>	\$60.00	4GB	\$10.00/GB
<b>DataPro 4GB for iPhone 4S Enterprise No Visual Voicemail</b>	\$60.00	4GB	\$10.00/GB

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**EXHIBIT B  
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

For all Plans and messaging plans, AT&T imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; 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. Charges for international messages sent from the U.S. are \$0.25 for Text Messages and \$0.50 for Picture/Video Messages. Charges for usage while roaming internationally: \$0.50 for each Text Message sent and \$1.30 for each Picture/Video Message sent. Web Browsing \$2/MG applies to new customers or customers who change voice plans or cancel data plans on or after July, 31, 2009, otherwise \$0.01/KB. Additional charges for premium messages and content apply. Additional subscription and download charges may apply. Substantial charges may be incurred if iPhone is taken out of the U.S., even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay-per-use rates unless the Subscribing Entity has a Data Global Add-On for iPhone, in which case recipe of Visual Voicemail messages outside the U.S., the U.S. Virgin Islands and Puerto Rico, with the exception of Guam or Northern Mariana Islands.

For all Plans and messaging plans, if the initial data allowance is exceeded, then the Subscribing Entity will automatically be provided (a) another 1G for DataPro and DataPro Enterprise (including tethering Plans) and be charged an additional \$10.00 for each 1G provided, or (b) another 200 MB for DataPlus and be charged an additional \$15 for each additional 200MB provided. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited.

AT&T's wireless Data Services may only be used for the following permitted purposes or uses: (i) Internet browsing; (ii) email; (iii) Intranet access if permitted by your rate plan, and (iv) uploading and downloading applications and content to and from the Internet, third party application stores, and/or using applications and content. Customer cannot use AT&T's wireless Data Services for any purpose or use that: (i) conflicts with applicable law, (ii) compromises or attempts to defeat AT&T's wireless network or another entity's system's security or capacity, (iii) disproportionately contributes to network congestion, or hinders access to or degrades network performance (examples include continuous active connections, automated data feeds or routines, peer-to-peer file sharing services, or high bandwidth services e.g., television signal redirection to computing devices or server operations, unless they have been optimized consistent with AT&T wireless Data Services optimization requirements), (iv) causes harm to the network or other customers e.g., malicious software, or facilitating "spam" or unsolicited bulk email, (vi) for resale either alone or as part of any other good or service; or (v) to tether a wireless Device to a computing device (such as a laptop or other Devices with similar functions) except as otherwise expressly permitted by specific data plans. AT&T has the right to take the following actions to enforce these terms and their intended purposes: (i) monitor compliance with these terms, (ii) change or modify, without notice, the permitted and prohibited uses of its wireless Data Services and the optimization requirements, in order to enhance customer service, adapt to advances and changes in technology, and/or respond to the availability of wireless bandwidth and spectrum, (iii) collect customer usage information to better optimize the network (see [att.com/privacy](http://att.com/privacy) for more information), (iv) reduce data throughput speeds at any time or place if a customer's data usage exceeds 2GB per month, or (v) deny, disconnect, suspend, modify, and/or terminate wireless Data Services to anyone, without notice, who uses AT&T's wireless Data Services in any manner that is prohibited, or in order to protect the network and other users from harm, congestion, or degradation in performance.

**SERVICE ATTACHMENT 9  
TO THE  
MASTER SERVICE AGREEMENT**

**EXHIBIT B**

**iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

**2. iPhone Equipment**

**iPhone Equipment**

<b>iPhone</b>	<b>Price</b>
iPhone 3GS 8GB	Free (plus applicable taxes)
iPhone 4 8GB Black or White	\$99.99
iPhone 4 16GB Black or White	\$149.99
iPhone 4 32GB Black or White	\$199.99
iPhone 4S 16GB Black or White	\$199.99
iPhone 4S 32GB Black or White	\$299.99
iPhone 4S 64GB Black or White	\$399.99

Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted. Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth above does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

**SERVICE ATTACHMENT 9  
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**EXHIBIT B  
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

**3. Wireless Data Service Plans for iPad**

**Wireless Data Service Plans for iPad**

<b>Enterprise Data Plan for iPad</b>	<b>Monthly Service Charge</b>	<b>Included Domestic Data Access</b>	<b>Additional Domestic Data Usage</b>	<b>Included International Data Usage<sup>1</sup>  (in select countries)</b>	<b>Additional International Data Usage  Per KB (in select countries)</b>	<b>International Data Usage  Per KB (in Other Countries<sup>1</sup>)</b>
<b>Domestic Enterprise Data Plan for iPad with no overage cap or auto suspend</b>	\$40	2 GB	\$.05/MB	—	—	—
<b>International Enterprise Data Plan for iPad with no overage cap or autosuspend</b>	\$99.99	2GB	\$.05/MB	100 MB	\$.005/KB	\$.0195/KB

Data usage only for use within “roam zone” comprised of select carriers. See [att.com/dataconnectglobal](http://att.com/dataconnectglobal) for details. AT&T's wireless Data Services may only be used for the following permitted purposes or uses: (i) Internet browsing; (ii) email; (iii) Intranet access if permitted by your rate plan, and (iv) uploading and downloading applications and content to and from the Internet, third party application stores, and/or using applications and content. Customer cannot use AT&T's wireless Data Services for any purpose or use that: (i) conflicts with applicable law, (ii) compromises or attempts to defeat AT&T's wireless network or another entity's system's security or capacity, (iii) disproportionately contributes to network congestion, or hinders access to or degrades network performance (examples include continuous active connections, automated data feeds or routines, peer-to-peer file sharing services, or high bandwidth services e.g., television signal redirection to computing devices or server operations, unless they have been optimized consistent with AT&T wireless Data Services optimization requirements), (iv) causes harm to the network or other customers e.g., malicious software, or facilitating “spam” or unsolicited bulk email, (vi) for resale either alone or as part of any other good or service; or (v) to tether a wireless Device to a computing device (such as a laptop or other Devices with similar functions) except as otherwise expressly permitted by specific data plans. AT&T has the right to take the following actions to enforce these terms and their intended purposes: (i) monitor compliance with these terms, (ii) change or modify, without notice, the permitted and prohibited uses of its wireless Data Services and the optimization requirements, in order to enhance customer service, adapt to advances and changes in technology, and/or respond to the availability of wireless bandwidth and spectrum, (iii) collect customer usage information to better optimize the network (see [att.com/privacy](http://att.com/privacy) for more information), (iv) reduce data throughput speeds at any time or place if a customer's data usage exceeds 2GB per month, or (v) deny, disconnect, suspend, modify, and/or terminate wireless Data Services to anyone, without

**SERVICE ATTACHMENT 9  
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**EXHIBIT B  
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

notice, who uses AT&T's wireless Data Services in any manner that is prohibited, or in order to protect the network and other users from harm, congestion, or degradation in performance

AT&T also imposes the following charges: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

Customers with an iPad for Enterprise Data rate plan can get access to AT&T Wi-Fi Basic service at no additional charge. Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See [att.com/attwifitosaup](http://att.com/attwifitosaup) for further details.

<sup>1</sup> Rate outside the "roam zone" countries is \$0.010/KB except in Algeria, Azerbaijan, Belarus, Bosnia/Herzegovina, Brunei, Faroe Islands, Macedonia (former Yugoslavia), Maldives, Mongolia, Qatar, Saudi Arabia, Tunisia and Venezuela where the rate is \$0.0195/KB.

In most circumstances, the amount of included data available as part of the AT&T Enterprise Data Plans for iPad subscription will be sufficient for most of your users. In order to manage the consumption of this data and help ensure optimum use of the device it is recommended that your users use available Wi-Fi connections when possible. The Domestic Enterprise Data Plan does not include international pay per use. When traveling outside of the U.S., you will need the International Enterprise Data Plan for iPad. Users with a current pre-paid iPad account must cancel it prior to activating an Enterprise Data Plan for iPad. Any unused data remaining on the user's pre-paid iPad account will be lost.

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**EXHIBIT B  
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd**

**3. iPads.**

**iPads**

<b>iPad</b>	<b>Price</b>
iPad Wi-Fi + 3G 16GB	\$629
iPad Wi-Fi + 3G 32GB	\$729
iPad Wi-Fi + 3G 64GB	\$829

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPad; and (b) the iPad pricing set forth above does NOT apply to iPad upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.