## AMENDMENT NO. 9 TO

## STATE OF OHIO SERVICE ATTACHMENT 9 TO THE MASTER SERVICE AGREEMENT

This Amendment No. 9 ("Amendment" or "Amendment No. 9") is entered into by and between The Department of Administrative Services on behalf of the State of Ohio (the "State") and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: AT&T Mobility National Accounts LLC ("Vendor" or "AT&T") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

**Section 1.** **Recitals.**

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

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

1.3 **NOW THEREFORE**, the Parties intend to make certain changes to the Service Attachment 9 in accordance with the terms and conditions of this Amendment No. 9 as follows:

**Section 2.** **Agreement.** In consideration of the recitals set forth in Section 1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and State hereby agree to amend the Service Attachment 9 pursuant to the terms and conditions of this Amendment No. 9 and Service Attachment 9 Section 1.1. Unless otherwise defined, capitalized terms in this Amendment No. 9 have the meanings ascribed to them in the Agreement.

**Section 3.** **Changes to Service Attachment 9.** Service Attachment 9 is hereby revised as follows:

3.1 "Appendix A – Pricing", is replaced in its entirety with the new updated "Appendix A – Pricing" attached hereto as Appendix A. The updated Appendix A incorporates all custom offers added to Service Attachment 9 via all previous amendments, inclusive of Amendments 1 through 8.

3.2 The Vendor and the State agree that, in the event that Vendor lowers pricing on any of the plans listed herein, without changing any other terms, conditions, features, or functions of said plans, Vendor will submit these price changes in writing to the State and the State may accept those changes in writing without having to formally amend the Agreement.

3.3 The Vendor and the State agree that mobile device pricing shall be offered to the State on a quarterly basis or other schedule as agreed to by the State and Vendor. Vendor and the State agree that, upon written acceptance by the State of said device prices, that the pricing shall be incorporated to the contract by reference. The State understands that no guarantee of device availability is implied. A "Subsidized Device" is defined as equipment purchased from AT&T, at a price lower than the published price. An "Unsubsidized Device" is defined as equipment purchased from AT&T, at a non-discounted published price, or compatible equipment provided by the State. Twenty four (24) months after a Subsidized Device is purchased, AT&T is solely responsible for changing the Subsidized Device plan price to the rate associated with the identical plan for use with an Unsubsidized Device, should such a plan option exist. In the event that AT&T fails to convert an eligible device as described in the immediately preceding sentence, the State reserves the right to recover the additional funds charged, in accordance with Section 9.2 (Claims and Disputes) of the Master Service Agreement. The monthly service charges of FirstNet Mobile--Pooled Plans for use with an Unsubsidized Device are discounted by $20 per month as compared to the standard monthly service charges of plans for smartphones used with a Subsidized Device; FirstNet Mobile--Pooled Plans for feature phones and data devices are similarly

discounted by $12 per month and $10 per month, respectively. Should a User who is currently on a Subsidized plan upgrade to a subsidized smartphone, feature phone or data device, before their twenty four (24) month term is up User will pay the current subsidized rate as shown in Appendix B however, AT&T agrees that any remaining balance of the previous device's twenty four month term either in time or money is voided. It will not be rolled over in any way onto the new device or its term.

**3.4** Subject to the conditions set forth herein, AT&T will provide the State's Authorized Users with tiered custom pricing as detailed in Appendices A and B (the "Tiered Custom Pricing"). In order to qualify for the Tiered Custom Pricing, the State must activate a minimum of five thousand (5000) net new Authorized Users on Service on an Eligible Plan. Qualifying users must be active on (a) a Voice Service Plan with an MSC of $10.00 or higher; and/or (b) a Data Service Plan with an MSC of $12.00 or higher (each an "Eligible Plan"). The Tiered Custom Pricing is only available to the State's Authorized Users who (a) activate service, on an Eligible Plan(s), and (b) remain on Service under such Plan(s)for the term of the Agreement. In the event the State fails to comply with this requirement, the State is no longer eligible for the Tiered Custom Pricing and AT&T may immediately discontinue provisioning the Tiered Custom Pricing to the State in addition to pursuing any other remedies available under the Agreement. The State will have twenty-four (24) months from the Amendment No. 9 Effective Date to activate the above-mentioned number of Authorized Users, during which time they will receive the lower tiered pricing.

**3.5** AT&T, or "Vendor", will provide AT&T's FirstNet Solution to the State of Ohio pursuant to the terms and conditions of (a) the Contract; (b) this Amendment; and (c) AT&T's Service Guide for AT&T's FirstNet Solution, attached hereto and incorporated herein as Appendix B (the "AT&T FirstNet Solution").

**3.6** "Appendix C – Inactive Plans" attached hereto, details all custom offers that are no longer available for new activations. These custom offers remain active for existing subscribers.

**3.7 First Growth Bonus.** AT&T will pay the State a one hundred twenty-five thousand dollars ($125,000.00) first Growth Bonus if, and only if, the State has met the Minimum CRU Requirement herein by the end of the first consecutive six (6) months immediately following the Amendment No. 9 Effective Date. The Growth Bonus will be issued as a credit to up to three billing accounts as determined by the State.

**3.8 First Growth Bonus Minimum CRU Requirement.** To be eligible for the First Growth Bonus, the State must have at least three thousand (3,000) State Agency CRUs (receiving service on a Qualified Plan under this agreement. In the event the State fails to comply with this requirement, the State is no longer eligible for the Growth Bonus. An "Eligible Plan" means either (a) a Voice Service Plan with an MSC of $30 or higher; (b) a Wireless Data Service Plan with an MSC of $50 or higher; and/or (c) and integrated plan with a Voice Service plan with an MSC of $30.00 or higher combined with a Wireless Data Service Plan with an MSC of $45.00 or higher.

**3.9 Second Growth Bonus.** AT&T will pay the State a one hundred twenty-five thousand dollars ($125,000.00) second Growth Bonus if, and only if, the State has met the Minimum CRU Requirement by the end of the first consecutive twelve (12) months immediately following the Amendment No. 9 Effective Date. The Growth Bonus will be issued as a credit to up to three billing accounts as determined by the State.

**3.10 Second Growth Bonus Minimum CRU Requirement.** To be eligible for the Second Growth Bonus, the State must have at least five thousand five hundred (5,500) State Agency CRUs receiving service on a Qualified Plan under this agreement. In the event the State fails to comply with this requirement, the State is no longer eligible for the Growth Bonus. An "Eligible Plan" means either (a) a Voice Service Plan with an MSC of $30 or higher; (b) a Wireless Data Service Plan with an MSC of $50 or higher; and/or (c) an integrated plan with a Voice Service plan with an MSC of $30.00 or higher combined with a Wireless Data Service Plan with an MSC of $45.00 or higher.

**3.11 Activation Credits.** Activation Credits are only available to State, and Cooperative Purchasing entities', CRUs who (a) activate Service on a qualified Plan(s) within the first one hundred eighty (180) days following the Amendment No. 9 Effective Date, and (b) are receiving Service under such Plan(s) at the time the Activation Credit is to be applied. No other CRU is eligible for an Activation Credit. CRUs activating new Service after this 180-day period are not eligible for the Activation Credit. Qualified CRUs are only eligible for one Activation Credit. The Activation Credit may take up to two billing cycles to appear on the applicable invoice.

**Activation Credits**

| PLAN | ACTIVATION CREDIT |
|---|---|
| Voice Service Plan with an MSC of $30.00 or higher | $50.00 |
| Data Service Plan with an MSC of $50.00 or higher | $50.00 |
| Voice Service Plan with an MSC of $30.00 or higher when combined with a Data Service Plan with an MSC of $45.00 or higher | $100.00 |
| FirstNet Voice Only Plan with an MSC of $31.00 or higher | $75.00 |
| FirstNet Data Only Plan with an MSC of $22.00 or higher | $75.00 |
| FirstNet Smartphone Plan with an MSC of $39.00 or higher | $150.00 |

**3.12 Most Favored Nation.** Pricing should reflect the State of Ohio's buying power. During the term of the Contract, any or all temporary or permanent price reductions, including, by way of example but not limitation, promotional price offers, introductory pricing, or any other offers that provide prices for the same services to any state or local government entities in the State of Ohio lower than those stated in the Contract, shall be given immediately to the entities eligible to purchase from the Contract. Vendor's billings/invoices for goods ordered or shipped or services performed during the decrease or promotion shall immediately reflect such pricing.

AT&T specifically agrees to make its best efforts to insure that the price charged to the State of Ohio for all products, systems, and services provided under this contract shall be no higher than those prices paid by any other state or local government entity for the identical products, systems and services, under similar terms and conditions, throughout the State of Ohio, taking into account the volume of purchases and the fact that delivery and installation are included in prices charged under Ohio contracts.

AT&T shall have satisfied the requirements of this section if AT&T offers to the State any special offers/promotions which AT&T announces as available to any Ohio government agency, provided the State qualifies and agrees to the terms associated with any such special offers/promotions.

**3.13 Invoice Copies.** The State is entitled to three requests for invoice copies per year, at no charge, for invoices older than 16 months. After that the full fee for all other months and subsequent requests will be equal to the fee pertaining to large sheet count paper bills.

### 3.14 AT&T Custom Wireless Performance Reporting.

AT&T will enroll the State into the AT&T Custom Wireless Performance Reporting ("CWPR") program which will provide wireless network performance reporting on the following metrics:

- VoLTE Accessibility
- VoLTE Retainability
- LTE Data Accessibility
- LTE Date Retainability

Actual Network performance is subject to a variety of factors, including, without limitation, force majeure events, scheduled network maintenance, geography and environmental conditions, temporary suspension, and other availability interruptions and limitations described elsewhere in the Agreement. The State acknowledges and agrees that all measurements below are based on or specific to the State's and its end users' use of the applicable AT&T-owned network (i.e., excluding microcells and all roaming providers' networks).

The State's end users' individual network experiences may differ from AT&T's measurement of network performance results due to State-specific situations and conditions.

The first CWPR report will be available within 135 days of the Amendment No.9 Effective Date. Thereafter, reports will be made available 45 days after the end of each calendar month.

The Custom Wireless Performance Reports are provided to the State for informational purposes only.

**Additional Definitions**

**LTE Data Accessibility** - A measure of the ability of the State's devices to successfully establish LTE data sessions. It is measured as a probability product of each phase of establishing a data session. The measure includes both the monitored activity of the State's devices as well as the monitored performance of network equipment weighted by customer usage.

**LTE Data Retainability** - A measure of the ability of the State's devices to retain a LTE data session without deactivation by the network. It is measured as the ratio of "the total successfully established data sessions retained by the network" to "the total successfully established data sessions", according to the monitored activity of customer devices.

**VoLTE Accessibility** - VoLTE Accessibility is measured as the ratio of total voice call connections successfully established on AT&T's VoLTE network over the total number of voice call attempts detected by such networks during a month. The measure includes monitored performance of network equipment that is weighted by customer usage.

**VoLTE Retainability** - VoLTE Retainability is measured as the ratio of total voice calls on AT&T's VoLTE network that are successfully retained (i.e., are not dropped prematurely) over the total number of voice calls on such networks during a month. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party to the call. The measure includes monitored performance of network equipment that is weighted by customer usage.

**LTE** means Long Term Evolution, which is a fourth-generation (4G) wireless broadband technology that supports extremely fast access to the Internet for 4G devices.

**MOU** means minutes of use.

**VoLTE** means Voice over Long Term Evolution, which is a feature/system that allows communication with High Definition (HD) Voice over the 4G LTE Network. It requires all customers be within an HD voice coverage area in order for voice calls to be able to use AT&T's LTE Network.

**Performance Reporting Modifications and Discontinuance.** The State understands that AT&T's wireless networks are evolving and that technology changes may impact the descriptions of the network metrics (*i.e.,* the measurement calculations). Accordingly, AT&T reserves the right to modify and/or discontinue the Custom Wireless Performance Reporting Program at any time, for any reason, upon at least 30 days' notice to the State.

**Confidentiality.** The Parties acknowledge and agree that this paragraph shall be subject to the applicable provisions of the Ohio Revised Code 149.43. Subject to the foregoing caveat, notwithstanding anything to the contrary, the State acknowledges and agrees that the monthly performance reports to be provided pursuant to this Amendment No. 9 constitute AT&T's highly sensitive, confidential and proprietary network information (the "AT&T Custom Wireless Performance Reporting Confidential Information"). Accordingly, the State shall, for a period of 3 years following its disclosure to the State: (a) hold the AT&T Custom Wireless Performance Reporting Confidential Information in confidence; (b) use the AT&T Custom Wireless Performance Reporting Confidential Information only for purposes of this Amendment No. 9; and (c) not disclose the AT&T Custom Wireless Performance Reporting Confidential Information to third parties without AT&T's prior written consent, except that the State may disclose the AT&T Custom Wireless Performance Reporting Confidential Information (i) to its employees, agents and contractors having a need to know (but only if such agents and contractors are not direct competitors of AT&T and agree in writing to use and disclosure restrictions as restrictive as this Amendment No. 9), or (ii) to the extent required to be revealed by law, government authority or legal process (but only if such disclosure is limited to that which is so required and prompt notice if provided to AT&T to the extent practicable and not prohibited by law, government authority or legal process). THE STATE ACKNOWLEDGES AND AGREES THAT ANY BREACH OR THREATENED BREACH OF THIS PROVISION OF AMENDMENT NO. 9 IS LIKELY TO CAUSE AT&T IRREPARABLE HARM FOR WHICH DIRECT MONEY DAMAGES MAY NOT BE SUFFICIENT OR APPROPRIATE. IN ADDITION, AT&T IS ENTITLED TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF TO REMEDY OR PREVENT ANY BREACH OR THREATENED BREACH OF THIS PROVISION OF AMENDMENT NO. 9.

### 3.15 Other Reporting

- **LMR Contract Usage**- On a quarterly basis, AT&T is to provide contract usage reporting specific to FirstNet lines and accounts as covered by Service Attachment 9, Appendix B for all lines under the Agreement. This information detail will indicate users with the LMR Interop and ePTT features, when available.

- **Growth Bonus**- AT&T will provide the State with quarterly reporting tracking the net new State Agency CRU growth target for 12 months following the signature date of this Amendment No. 9.

- **FirstNet Reporting**- On a quarterly basis, AT&T will provide the State with specific reporting as covered by Service Attachment 9, Appendix B, that identifies Public Safety Entities with Agency Paid Users, and the number of Subscriber Paid Users lines associated with that Public Safety Entity.

The State has requested that AT&T sign this Amendment No. 9 first, and AT&T has agreed to do so. This Amendment No. 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 Amendment No. 9 when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T not more than forty five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to Amendment No. 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 Amendment No. 9.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 9 which shall be effective on the date signed by the State (the "Amendment No.9 Effective Date").

| AT&T CORP. ON BEHALF OF THE AT&T ENTITY AUTHORIZED TO PROVIDE SERVICES HEREUNDER: AT&T MOBILITY NATIONAL ACCOUNTS LLC | THE DEPARTMENT OF ADMINISTRATIVE SERVICES, ON BEHALF OF THE STATE OF OHIO |
|---|---|
| Signature | Signature |
| Mark Flister<br>Printed Name | Robert Blair<br>Printed Name |
| Sr. Contract Manager<br>Title | DAS Director<br>Title |
| 11 / 9 / 2018<br>Date | 11/13/18<br>Amendment No.9 Effective Date |
| 841659970<br>Federal Tax ID# | |

## STANDARD AFFIRMATION AND DISCLOSURE FORM

## EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services
All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

Except as otherwise indicated herein, by the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Vendor and affirms that both the Vendor and any of its Subcontractors will perform no services requested under this Contract outside of the United States except as permitted in the Request for Waiver dated August 3, 2018.

The Parties agree that the Executive Order provisions do not apply to services that are incidental to the total cost of the Service purchased. Services are incidental when the value of those incidental services is substantially less than the price of the Service purchased or the incidental services are not a substantial part of the work. Since the Services were specifically designed and are being marketed primarily for use in the United States and its territories, the Parties agree that any use of the Services outside of the U.S. and its territories is incidental to the Services.

The Vendor will provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Vendor:

**1025 Lenox Park BLVD NE** (Address)

**Atlanta, GA 30319** (City, State, Zip)

Name/Principal location of business of subcontractor(s):

**N/A** (Name) _____ (Address, City, State, Zip)

_____ (Name) _____ (Address, City, State, Zip)

2. Location where services will be performed by Vendor:

**Worldwide** (Address) _____ (City, State, Zip)

Name/Location where services will be performed by subcontractor(s): Not Applicable

| | |
|---|---|
| (Name) | (Address, City, State, Zip) |
| (Name) | (Address, City, State, Zip) |

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Vendor:

| | |
|---|---|
| **Continental United States** (Address) | (Address, City, State, Zip) |

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by Sub-contractor(s):

| | |
|---|---|
| **N/A** (Name) | (Address, City, State, Zip) |
| (Name) | (Address, City, State, Zip) |

Vendor also affirms, understands and agrees that Vendor and its sub-contractors are under a duty to disclose to the State any change or shift in location of Services performed by Vendor or its subcontractors before, during and after execution of any Contract with the State. Vendor agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Vendor to perform the Services outside the United States.

On behalf of the Vendor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Vendor may enter into with the State and is incorporated therein.

By: _____
Vendor

Print Name: Mark Flister

Title: Sr. Contract Manager

Date: 11 / 9 / 2018

# APPENDIX A – PRICING

| GOV Nation Pooled Plans* | | | | |
|---|---|---|---|---|
| | GOV Pooled Add-A-Line | GOV Nation Pooled Plan 100 | GOV Nation Pooled Plan 400 | GOV Nation Pooled Plan 1000 |
| **Monthly Service Charge** | $15.99 | $21.60 | $25.99 | $42.90 |
| **Tiered Custom Pricing Monthly Service Charge** | $15.99 | $21.60 | $21.99 | $42.90 |
| **Anytime Minutes** | N/A | 100 | 400 | 1000 |
| **Overage Rate** | $0.25 | $0.25 | $0.25 | $0.25 |
| **Included Nights & Weekend Minutes** | N/A | 5000 | 5000 | UNLIM |
| **Included Mobile to Mobile Minutes** | UNLIM | UNLIM | UNLIM | UNLIM |
| **Domestic Long Distance** | Included | Included | Included | Included |
| **Domestic Roaming** | Included | Included | Included | Included |

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

* The GOV Nation 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 Vendor's customers.

| GOV Nation Integrated Pooled Voice and Unlimited Data Plans (No Tethering) | | | |
|---|---|---|---|
| | GOV Pooled Nation Add A Line Plan | GOV Pooled Nation 400 Plan | GOV Pooled Nation 1000 Plan |
| Monthly Service Charge | $35.99 | $43.99 | $73.13 |
| Tiered Custom Pricing Monthly Service Charge | $35.99 | $39.99 | $73.13 |
| Anytime Minutes | N/A | 400 | 1000 |
| Voice Overage Rate | $0.25 | $0.25 | $0.25 |
| Included Nights & Weekend Minutes | N/A | 5000 | Unlimited |
| Included Mobile to Mobile Minutes | Unlimited | Unlimited | Unlimited |
| Domestic Long Distance | Included | Included | Included |
| Domestic Roaming | Included | Included | Included |
| Rollover Minutes | N/A | N/A | N/A |
| Included Domestic Data Access | Unlimited | Unlimited | Unlimited |
| Additional Domestic Data Usage | N/A | N/A | N/A |
| Unlimited Text | Yes | Yes | Yes |

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

The GOV Nation 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 Vendor's customers.

## GOV Nation Integrated Pooled Voice and 4GB Data Plans
(With Tethering)

| | GOV Pooled Nation Add A Line Plan | GOV Pooled Nation 400 Plan | GOV Pooled Nation 1000 Plan |
|---|---|---|---|
| **Monthly Service Charge** | **$39.99** | **$47.99** | **$77.13** |
| **Tiered Custom Pricing Monthly Service Charge** | **$39.99** | **$43.99** | **$77.13** |
| **Anytime Minutes** | N/A | 400 | 1000 |
| **Voice Overage Rate** | $0.25 | $0.25 | $0.25 |
| **Included Nights & Weekend Minutes** | N/A | 5000 | Unlimited |
| **Included Mobile to Mobile Minutes** | Unlimited | Unlimited | Unlimited |
| **Domestic Long Distance** | Included | Included | Included |
| **Domestic Roaming** | Included | Included | Included |
| **Monthly Service Charge Discount** | N/A | N/A | N/A |
| **Rollover Minutes** | N/A | N/A | N/A |
| **Included Domestic Data Access** | 4GB | 4GB | 4GB |
| **Additional Domestic Data Usage** | $10.00/GB | $10.00/GB | $10.00/GB |
| **Unlimited Text** | Included | Included | Included |

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

The GOV Nation 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 Vendor's customers.

## GOV Nation Integrated Pooled Voice and 5GB Data Plans
(With Tethering)

| | GOV Pooled Nation Add A Line Plan | GOV Pooled Nation 400 Plan | GOV Pooled Nation 1000 Plan |
|---|---|---|---|
| **Monthly Service Charge** | **$40.99** | **$48.99** | **$78.13** |
| **Tiered Custom Pricing Monthly Service Charge** | **$40.99** | **$44.99** | **$78.13** |
| **Anytime Minutes** | N/A | 400 | 1000 |
| **Voice Overage Rate** | $0.25 | $0.25 | $0.25 |
| **Included Nights & Weekend Minutes** | N/A | 5000 | Unlimited |
| **Included Mobile to Mobile Minutes** | Unlimited | Unlimited | Unlimited |
| **Domestic Long Distance** | Included | Included | Included |
| **Domestic Roaming** | Included | Included | Included |
| **Monthly Service Charge Discount** | N/A | N/A | N/A |
| **Rollover Minutes** | N/A | N/A | N/A |
| **Included Domestic Data Access** | 5GB | 5GB | 5GB |
| **Additional Domestic Data Usage** | $10.00/GB | $10.00/GB | $10.00/GB |
| **Unlimited Text** | Included | Included | Included |

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

The GOV Nation 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 Vendor's customers.

| AT&T Nation Unlimited Voice Plan<br>(Formerly the Unlimited Voice Plan) | |
|---|---|
| | NATION VOICE PLAN WITH UNLIMITED CALLING |
| Monthly Service Charge | $36.99 |
| Monthly Minute Allowance | Unlimited |
| Included Nights/Weekend Minutes | Unlimited |
| Additional minutes | N/A |
| Domestic Roaming and Long Distance | Included |
| Included Mobile to Mobile Minutes | Unlimited |
| Free Caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold | |

| AT&T Nation Integrated Bundled Plan for Smartphones* (No Tethering) | |
|---|---|
| | NATION VOICE PLAN WITH UNLIMITED Voice/Data/Text |
| Monthly Service Charge | $65.23 |
| Anytime Minutes | Unlimited |
| Voice Overage Rate | N/A |
| Included Nights & Weekend Minutes | Unlimited |
| Included Mobile to Mobile Minutes | Unlimited |
| Domestic Long Distance | Included |
| Domestic Roaming | Included |
| Included Domestic Data Usage | Unlimited |
| Additional Domestic Data Usage | N/A |
| Unlimited Text Messages | Included |
| Free Caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold | |

| AT&T Business National Flat Rate Plan* | |
|---|---|
| **Monthly Access** | **$4.99** |
| **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 |

AT&T Business National Flat Rate Plan is NOT eligible to be used with the Push to Talk Feature.

National Flat Rate Plan must be the only voice plan on the Foundation Account Number (FAN) on which it is offered.

| AT&T LTE Smartphone 2GB Plan | |
|---|---|
| **Monthly Access** | **$27.00** |
| **Data Overage Rate:** | $10.00/GB |

## AT&T Business Connect Plans

(Formerly the Pooled Telemetry Plans. Pooling available)

| Plan | Monthly Service Charge | Additional Domestic Data Usage |
|---|---|---|
| **1MB Telemetry Pooled Plan** | $2.65 | $0.000976/KB |
| **5MB Telemetry Pooled Plan** | $4.59 | $0.000976/KB |
| **20MB Capped Back-Up Plan** | $19.67 | $0.000976/KB |
| **25MB Telemetry Pooled Plan** | $6.56 | $0.000976/KB |
| **50MB Telemetry Pooled Plan** | $9.84 | $0.000976/KB |
| **150MB Telemetry Pooled Plan** | $11.81 | $0.000976/KB |
| **250MB Backup Pooled Plan** | $13.12 | $0.00001431/KB |
| **1GB Backup Pooled Plan** | $16.40 | $0.00001431/KB |
| **5GB Backup Pooled Plan** | $33.50 | $0.00001431/KB |
| **10GB Backup Pooled Plan** | $57.00 | $0.00001431/KB |
| **20GB Backup Pooled Plan** | $105.00 | $0.00001431/KB |

$0.000976/kb = $0.999424/MB = $1023.41/GB

$0.00001431/KB = $0.01465344/MB = $15.01/GB

The total monthly charges for the Monthly Service Charge and additional domestic data usage charges are capped at a maximum of $129.99/month. If a line hits the cap for three consecutive months, AT&T thereafter reserves the right to move such line, with notice, to the Business Connect 5GB Backup Pooled plan.

Within a single Billing Account Number ("BAN"), CRU lines activated with qualified Business Connect pooling plans ("Pooled Plan") may be combined to create a "Data Pool". To pool together, each CRU line in the Pool must subscribe to a Pooled Plan that is the same type of Business Connect plan (e.g., telemetry plans cannot be in a Data Pool with backup plans).

## AT&T DataConnect Plans for Laptops, Aircards, and Standalone Mobile Hotspot Devices *

| | DataConnect 5GB Plan | Pooled DataConnect 5GB Plan* | DataConnect Unlimited (With Throttling) | DataConnect Unlimited |
|---|---|---|---|---|
| **Monthly Service Charge** | **$ 36.99** | **$32.99** | **$32.99** | **$37.99** |
| **Tiered Custom Pricing Monthly Service Charge** | **$36.99** | **$30.99** | **$30.99** | **$37.99** |
| **Monthly GB Allowance** | 5GB | 5GB (Pooled) | UNLIMITED | UNLIMITED |
| **Overage Rate** | $0.05/MB | $0.05/MB | N/A | N/A |

Throughput speeds for $32.99 Unlimited plan may be adjusted when User reaches 22GB of usage on current invoice.

* 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.

* The AT&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 Vendor's customers.

| AT&T DataConnect for Tablets Plans* (Formerly the Custom Data Tablet Plans) | | | | |
|---|---|---|---|---|
| | DataConnect 250MB | DataConnect 2GB | DataConnect 3GB | DataConnect Unlimited |
| **Monthly Service Charge** | **$14.99** | **$25.00** | **$28.35** | **$37.99** |
| **Included Domestic Data Access** | 250MB | 2GB | 3GB | Unlimited |
| **Additional Domestic Data Usage** | $14.99/250MB | $10/GB | $10/GB | N/A |

Limited 4G LTE availability in select markets. 4G speeds delivered by LTE, or HSPA+ with enhanced backhaul, where available. Compatible device and data plan required. Data Rate Plans include access to AT&T Wi-Fi Basic. Wi-Fi enabled device required. International Roaming not included. DataConnect plans or DataConnect 250MB, 3GB and 5GB Tablet plans with a monthly megabyte (MB) or gigabyte (GB) allowance, once you exceed your monthly allowance or any subsequent overage allowance during the billing period, you will be automatically provided an overage data allowance and charged for each data overage allowance provided as specified in the applicable rate plan information/chart, except when overage is charged on a per-MB basis. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited. Mobile Hotspot and Tethering not available with this plan.

| AT&T Passport Plans | | |
|---|---|---|
| | Passport 1GB | Passport Gold |
| Monthly Access | $60.00 | $120.00 |
| Monthly Data Allowance | 1GB | 3GB |
| Data Overage Rate | $50.00 per GB | $50.00 per GB |
| Talk | $0.35 per minute to any country | $0.35 per minute to any country |
| Text (Send text,picture,&Video messages) | Unlimited | Unlimited |

[1]**AT&T Passport® packages**: One-time charge or monthly recurring charge applies. One-time charge packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. Monthly recurring version of AT&T Passport package requires a 2-month minimum term commitment. **General Package Terms**: Compatible device with domestic postpaid wireless service required. **Countries**: Includes talk, text, and data coverage in over 200 countries listed at att.com/globalcountries. **Data**: Actual data speeds vary by device and location. **Data Overage**: If Customer use all of the plan's data, Vendor will automatically add more data at $50 per GB. Monthly recurring package data allowance must be used in bill period provided or will be forfeited. **Unlimited Messaging**: Applies only to AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) and not to other messaging services or applications. Messages received are charged at domestic messaging rates. **Pay-Per-Use Rates**: Apply when package expires, when traveling in excluded countries, or when Customer has not purchased a package. **General**: Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed.

[2]Availability, quality of coverage, and services while roaming are not guaranteed.

[3]**Unlimited Texting:** Applies only to messages sent via AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) and not to other messaging services or applications. Messages received are charged at domestic messaging rates.

| AT&T Wireless Priority Service Plan* | |
|---|---|
| **Feature Charge** | $0.00/user/month |
| **Cost Per Minute** | $0.00/minute |
| **Activation Fee** | Waived |
| Wireless Priority Service (WPS): Only available to individuals authorized by the Office of the Manager, National Communications System (NCS). WPS is not available in all areas; visit wps.ncs.gov and contact your AT&T account representative for complete details regarding availability. WPS provides end users with the ability to be put on a queue for the next available resource, ahead of end users without WPS. AT&T makes no assurance regarding waiting times associated with WPS, nor can AT&T ensure that WPS calls will be connected. If you use WPS, AT&T is required to share your WPS call usage information with the NCS and its authorized agents. All rates, terms and conditions of your plan apply. | |

| AT&T Enhanced Push to Talk* | |
|---|---|
| **Monthly Access** | **$2.00** |

| AT&T Messaging Feature* | | |
|---|---|---|
| | Messaging 200 | Messaging Unlimited |
| Monthly Service Charge | No Monthly Service Charge | $12.00 |
| Included Messages | 200 | UNLIMITED |
| Additional Messages (Per Message | $0.10 | INCLUDED |

| Waived Fees |
|---|
| Activation Fee |
| Upgrade Fee |
| Termination Fee |

| Equipment Upgrade Period |
|---|
| 18 Months |

# APPENDIX B – AT&T FIRSTNET SOLUTION

Vendor will provide the State of Ohio the custom FirstNet™ Mobile Plans described below (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Contract. The corresponding end user must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet™ Mobile Plan. The Custom FirstNet Mobile Plans are NOT eligible for any Service Discount otherwise available under the Contract, any other discount provided under the Contract, nor any other discount(s) otherwise available to AT&T's customers.

**CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

| | Add -a- Line | 2GB | 5GB | 50GB | 100GB | 500GB | 1000GB |
|---|---|---|---|---|---|---|---|
| For use with an unsubsidized device | $16.27 MSC | $25.11 MSC | $36.73 MSC | $209.71 MSC | $381.76 MSC | $1781.41 MSC | $3422.86 MSC |
| For use with a subsidized device | $36.27 MSC | $45.11 MSC | $56.73 MSC | $229.71 MSC | $401.76 MSC | $1801.41 MSC | $3442.86 MSC |
| Tiered Custom Pricing For use with an unsubsidized device | $15.49 MSC | $24.14 MSC | $35.51 MSC | $204.77 MSC | $373.12 MSC | $1742.67 MSC | $3348.82 MSC |
| Tiered Custom Pricing For use with a subsidized device | $35.49 MSC | $44.14 MSC | $55.51 MSC | $224.77 MSC | $393.12 MSC | $1762.67 MSC | $3368.82 MSC |

- Unlimited Talk & Text on Smartphones & Feature Phones in the U.S. and Its Territories
- Unlimited Talk & Text to and in Canada & Mexico. No roaming charges in U.S. Territories, Canada and Mexico
- Available for use with subsidized and unsubsidized devices
- Optional First Priority™ data prioritization and priority access capabilities.

Pay-per-use rates apply to calls made to all other countries.

Optional First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Customers using an AT&T SIM card on the AT&T commercial core will have the priority capabilities of AT&T Dynamic Traffic Management—Public Safety. Extended Primary Users cannot invoke preemption capability.

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

Available with device purchased at full price, or other customer-owned or customer-provided devices. Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. For smartphones phones only. Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data.

**CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

| | Unlimited Enhanced for Smartphones | Unlimited Standard for Smartphones | Unlimited for Data-only Devices |
|---|---|---|---|
| Monthly Service Charge | $44.99 | $39.99 | $34.99 |
| Tiered Custom Pricing Monthly Service Charge | $42.99 | $37.99 | $32.99 |

- Unlimited Talk & Text on Smartphones & Feature Phones in the U.S. and Its Territories
- Unlimited Talk & Text to and in Canada & Mexico. No roaming charges in U.S. Territories, Canada and Mexico
- Available for use with subsidized and unsubsidized devices
- Optional First Priority™ data prioritization and priority access capabilities.

Pay-per-use rates apply to calls made to all other countries.

Optional First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. First Priority™ usage on any FirstNet Mobile- Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. Customers using an AT&T SIM card on the AT&T commercial core will have the priority capabilities of AT&T Dynamic Traffic Management—Public Safety. Extended Primary Users cannot invoke preemption capability.

Available with device purchased at full price, or other customer-owned or customer-provided devices. Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. For smartphones phones only.

*MSC means Monthly Service Charge

## CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES

| | |
|---|---|
| **Add-a-Line For use with an unsubsidized device** | **$10.99 Monthly Service Charge** |
| **Add-a-Line For use with a subsidized device** | **$22.99 Monthly Service Charge** |
| **Tiered Custom Pricing Add-a-Line For use with an unsubsidized device** | **$8.99 Monthly Service Charge** |
| **Tiered Custom Pricing Add-a-Line For use with a subsidized device** | **$20.99 Monthly Service Charge** |

- Unlimited Talk & Text on Smartphones & Feature Phones in the U.S. and Its Territories
- Unlimited Talk & Text to and in Canada & Mexico. No roaming charges in U.S. Territories, Canada and Mexico
- Available for use with subsidized and unsubsidized devices
- Optional First Priority™ data prioritization and priority access capabilities.

Pay-per-use rates apply to calls made to all other countries.

Optional First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Customers using an AT&T SIM card on the AT&T commercial core will have the priority capabilities of AT&T Dynamic Traffic Management—Public Safety. Extended Primary Users cannot invoke preemption capability.

**Data Overage**: Pay-per-use rate of $0.000009536/KB applies.
Available with device purchased at full price or other customer-owned or customer-provided devices. Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. For basic and quick messaging phones only. Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data.

## CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

| | Add -a- Line | 2GB | 5GB | 50GB | 100GB | 500GB | 1000GB |
|---|---|---|---|---|---|---|---|
| For use with an unsubsidized device | $10.00 MSC | $15.99 MSC | $22.99 MSC | $200.00 MSC | $365.00 MSC | $1735.00 MSC | $3340.00 MSC |
| For use with a subsidized device | $20.00 MSC | $25.99 MSC | $32.99 MSC | $210.00 MSC | $375.00 MSC | $1745.00 MSC | $3350.00 MSC |
| Tiered Custom Pricing For use with an unsubsidized device | $8.00 MSC | $13.99 MSC | $20.99 MSC | $190.00 MSC | $355.00 MSC | $1680.00 MSC | $3230.00 MSC |
| Tiered Custom Pricing For use with a subsidized device | $18.00 MSC | $23.99 MSC | $30.99 MSC | $200.00 MSC | $365.00 MSC | $1690.00 MSC | $3240.00 MSC |

- No roaming charges in U.S. Territories, Canada and Mexico
- Available for use with subsidized and unsubsidized devices
- Optional First Priority™ data prioritization and priority access capabilities.
- Available for use with subsidized and unsubsidized devices
- Optional First Priority™ data prioritization and priority access capabilities

1 Optional First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Customers using an AT&T SIM card on the AT&T commercial core will have the priority capabilities of AT&T Dynamic Traffic Management—Public Safety. Extended Primary Users cannot invoke preemption capability.

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

Available with device purchased at full price or other customer-owned or customer-provided devices. Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. For data only devices. Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices. Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data.

*MSC means Monthly Service Charge

## CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS

| | Unlimited FirstNet Enhanced PTT Only Plan For Feature Phones | Unlimited FirstNet Enhanced PTT Add-On For Smartphones, Feature Phones, and Tablets |
|---|---|---|
| For use with an unsubsidized device | $9.99 MSC | $2.00 MSC |
| For use with a subsidized device | $17.99 MSC | $2.00 MSC |
| Tiered Custom Pricing For use with an unsubsidized device | $8.99 MSC | $2.00 MSC |
| Tiered Custom Pricing For use with a subsidized device | $16.99 MSC | $2.00 MSC |

## CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS

| Version | 1MB | 2MB | 5MB | 10MB | 50MB |
|---|---|---|---|---|---|
| Monthly Service Charge | $3.11 | $3.56 | $4.35 | $5.10 | $9.30 |

**Data Overage:** Pay-per-use rate of $0.000976/KB applies.
Pooling plans offer data pooling for qualified lines in a single Billing Account Number or single Foundation Account Number.
Each qualified device activated with a FirstNet Machine-to-Machine Plan must have a primary place of use ("PPU") within the FirstNet network coverage area within the U.S., Puerto Rico and U.S. Virgin Islands. The FirstNet network coverage area includes the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core.
FirstNet Machine-to-Machine Plans are also available for use on the AT&T commercial core, rather than on the FirstNet Evolved Packet Core, for customers that have a demonstrated need for capabilities that are currently only available on the AT&T commercial core or have non-FirstNet Capable equipment that cannot be immediately replaced. Customers using the AT&T commercial core will have different coverage and network capabilities than customers using the FirstNet Evolved Packet Core; for example, First Priority™ is only available on the FirstNet Evolved Packet Core. Customers using the AT&T commercial core may be required to migrate to the FirstNet Evolved Packet Core at an appropriate time. Requires a qualified FirstNet Machine-to-Machine Plan and a 4G LTE-compatible device for machine-to-machine data traffic originated on and traversing over the AT&T domestic 4G LTE network.

## FIRST PRIORITY – PUBLIC SAFETY

| | |
|---|---|
| AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month | $7.50 (after $7.50 credit) |
| First Priority – Public Safety, per Agency Paid User, per Month | $7.50 (after $7.50 credit) |
| First Priority – Public Safety, per Agency Paid User, per Month for Machine-To-Machine | $2.00 |
| AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month for Machine-To-Machine | $2.00 |

## CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN

| FirstNet Machine-to-Machine Backup Plan 20MB | $24.75 Monthly Service Charge |
|---|---|
| **Data Overage:** Pay-per-use rate of $0.000976/KB applies.<br>Pooling plans offer data pooling for qualified lines in a single Billing Account Number or single Foundation Account Number.<br>Each qualified device activated with a FirstNet Machine-to-Machine Plan must have a primary place of use ("PPU") within the FirstNet network coverage area within the U.S., Puerto Rico and U.S. Virgin Islands. The FirstNet network coverage area includes the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core.<br>FirstNet Machine-to-Machine Plans are also available for use on the AT&T commercial core, rather than on the FirstNet Evolved Packet Core, for customers that have a demonstrated need for capabilities that are currently only available on the AT&T commercial core or have non-FirstNet Capable equipment that cannot be immediately replaced. Customers using the AT&T commercial core will have different coverage and network capabilities than customers using the FirstNet Evolved Packet Core; for example, First Priority™ is only available on the FirstNet Evolved Packet Core. Customers using the AT&T commercial core may be required to migrate to the FirstNet Evolved Packet Core at an appropriate time. Requires a qualified FirstNet Machine-to-Machine Plan and a 4G LTE-compatible device for machine-to-machine data traffic originated on and traversing over the AT&T domestic 4G LTE network. | |

The Custom FirstNet Mobile Subscriber Paid Plans are not available to Customer's Agency Paid Users. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. Subscriber Paid User plan terms and conditions are detailed in the Wireless Consumer Agreement.

**CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

| Version | For use with Smartphone 2GB | For use with Smartphone 5GB | For use with Feature Phone 100MB | For use with Tablet 2GB | For use with Tablet 5GB |
|---|---|---|---|---|---|
| Monthly Service Charge | $25.11 | $36.73 | $10.99 | $15.99 | $22.99 |
| Tiered Custom Pricing Monthly Service Charge | $24.14 | $35.51 | $8.99 | $13.99 | $20.99 |

**CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

| Version | Unlimited Smartphone Plan (without tethering) | Unlimited with Tethering Smartphone Plan | Unlimited with Tethering Tablet Plan |
|---|---|---|---|
| Monthly Service Charge | $39.99 | $44.99 | $34.99 |
| Tiered Custom Pricing Monthly Service Charge | $37.99 | $42.99 | $32.99 |

# AT&T FirstNet Solution Service Guide

AT&T FirstNet Solution for Authorized Public Safety Agencies and Authorized Affiliated Businesses providing Public Safety Services.

The Service Guide consists of the following Parts:

- Service Description (SD)

**Service Description (SD)**

**SD-1. General Description, Network, Coverage and Capabilities**

**SD-1.1 General Description**

AT&T's FirstNet Solution consists of a portfolio of wireless voice, texting and data service plans, along with ancillary equipment, services, features and functionalities developed by AT&T under authority granted to it by the First Responder Network Authority (the "FirstNet Authority") created under the Middle Class Tax Relief and Job Creation Act of 2012 (the "Act") as an independent federal authority within the National Telecommunications & Information Administration ("NTIA") of the United States Department of Commerce. AT&T's FirstNet Solution is designed to maximize the utility and dependability of wireless communications by and between first responders and the personnel and entities that support them. AT&T's FirstNet Solution will be provisioned using AT&T's commercial LTE network along with a phased deployment of the FirstNet Evolved Packet Core.

The AT&T FirstNet Solution is available only to Public Safety Entities and their qualified Agency Paid Users and Subscriber Paid Users. Public Safety Entities are classified as either "Primary Users" or "Extended Primary Users." See the Public Safety Entities section, below.

AT&T will comply with AT&T's established network security, operating procedures, and security controls to deter and help prevent unauthorized access, disclosure, or disruption of FirstNet service, including the Local Control Portal. AT&T's network, security, operating procedures and security controls will meet or exceed similar policies established by the FirstNet Authority in its contract with AT&T.

**SD-1.2. Geographic Coverage; NPSBN Construction and Deployment**

The AT&T FirstNet Solution will be provided using the FirstNet Evolved Packet Core, a wireless broadband network infrastructure dedicated solely to FirstNet Public Safety Entities and their FirstNet Authorized Users. The FirstNet Evolved Packet Core is physically separate from the core network architecture used by AT&T to serve its commercial wireless customers.

Access to the FirstNet Evolved Packet Core is through Radio Access Networks ("RANs") consisting of the:

- currently deployed AT&T commercial 4G LTE network;
- additional areas of coverage provided by domestic rural providers connected to the FirstNet Evolved Packet Core;
- and coverage provided by AT&T's phased deployment of Band Class 14 wireless spectrum over its own 4G LTE network.

In addition, as AT&T expands the network coverage and capabilities of its 4G LTE network independently of its obligations to the FirstNet Authority, such additional coverage and capabilities may be made available to FirstNet Public Safety Entities. Together, the FirstNet Evolved Packet Core and available RANs constitute the NPSBN.

The approximate coverage of the NPSBN network ("Service Area") is set forth at http://FirstNet.com or such other site as AT&T may designate. As the NPSBN evolves, AT&T will provide updated coverage maps from time to time.

In order to use FirstNet services, FirstNet Authorized Users must use a device capable of accessing this communications platform ("FirstNet Capable device") and a FirstNet Subscriber Identification Module ("SIM").

**SD-1.3 FirstNet Evolved Packet Core Capabilities**

Since the FirstNet Evolved Packet Core is physically and logically separate from the AT&T commercial core, the FirstNet Evolved Packet Core's capabilities may not be the same as the capabilities of the AT&T commercial core. For example, First Priority™, a set of prioritization and preemption capabilities, is available exclusively on the FirstNet Evolved Packet Core. On the other hand, there are some capabilities that the AT&T commercial core may currently have, but which the FirstNet Evolved Packet Core may not currently offer, including, but not limited to, Wi-Fi calling, the use of wearable wireless devices, Public Static IP Addressing, Wireless Priority Service (WPS) and Advanced Messaging. In addition, international roaming outside of Canada and Mexico while using the FirstNet Evolved Packet Core may be unavailable or limited.

**SD-1.4 Limited Use of FirstNet Plans on AT&T Commercial Core**

In order to accommodate Public Safety Entities that have a need for capabilities that are currently only available on the AT&T commercial core and/or may need to transition slowly to the FirstNet Evolved Packet Core because of the limitations of embedded equipment and devices, AT&T offers the ability to use a number of FirstNet Plans with the AT&T commercial core. FirstNet Plans are described more fully, below. FirstNet Plans available for use on the AT&T commercial core are identified in the FirstNet Plan descriptions, which also set forth the terms and conditions of their use. First Priority™ is not available on the AT&T commercial core; however, priority and preemption capabilities of AT&T Dynamic Traffic Management - Public Safety are available pursuant to the terms of the rate plans and the applicable Service Guide. Other features of the FirstNet Evolved Packet Core, such as enhanced security, are also not available.

The use of FirstNet wireless service rate plans is an accommodation to a limited number of Public Safety Entities, and AT&T may require such Customers and their FirstNet Authorized Users to migrate onto the FirstNet Evolved Packet Core at an appropriate time as determined by AT&T. As a Customer's FirstNet Authorized Users migrate from the AT&T commercial core to the FirstNet Evolved Packet Core, they may need a new Universal Integrated Circuit Card (UICC), SIM card or device to access the FirstNet Evolved Packet Core.

Customers are solely responsible for any decisions they may make regarding the use of the AT&T commercial core.

Customers using FirstNet Plans on the AT&T commercial core prior to the date of the publication of this Service Guide may also continue to use those plans on the AT&T commercial core, subject to AT&T's right to migration as set forth above. The remainder of this Service Guide assumes that Public Safety Entities are purchasing FirstNet Plans and services for use with the FirstNet Evolved Packet Core

## SD-2. AT&T FirstNet Solution Eligibility

### SD-2.1. Public Safety Entities

The eligibility of State and local Public Safety Entities and any Subscriber Paid Users is contingent upon a State's decision to opt-into the AT&T NPSBN. Eligible Public Safety Entities in States which have opted in shall be determined pursuant to the requirements of the Middle Class Tax Relief and Job Creation Act of 2012, as amended, as interpreted by the FirstNet Authority (the "Act"). All federal Public Safety Entities are eligible for the AT&T FirstNet Solution. Only the FirstNet Authority has the ability to designate, in writing, Public Safety Entities that are eligible to purchase the AT&T FirstNet Solution, either on a permanent or temporary basis.

#### SD-2.1.1. Primary Users and Extended Primary Users

Public Safety Entities are classified as either Primary Users or Extended Primary Users as identified by their North American Industry Classification System (NAICS) code. NAICS codes for eligible users are determined by the FirstNet Authority. In the event that the FirstNet Authority should approve additional NAICS codes for eligible users that do not appear below, eligible users under those NAICS Codes shall be able to purchase FirstNet services.

**Primary Users**

Primary Users are those Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services.

- 621910 (Ambulance Safety Services)
- 922120 (Police Protection)
- 922160 (Fire Protection)
- Public Safety Answering Points (PSAPs)
- 922190 – Emergency Planning and Management Offices, Government Public Safety Answering Points, Emergency (911) Call Dispatching

**Extended Primary Users**

Extended Primary Users are those Public Safety Entities (which may be individuals, agencies, organizations, non-profit companies) that are not Primary Users, but who may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath.

- 624230 (Emergency and Other Relief Services)
- 922110 (Courts)
- 922130 (Legal Counsel and Prosecution)
- 922140 (Correctional Institutions)
- 922150 (Parole Offices and Probation Offices)
- 926130 (Regulation and Administration of Communications, Electric, Gas, and Other Utilities

In addition, entities responsible for the construction, maintenance and repair of critical infrastructure and assigned one of the following NAICS codes (and any additional NAICS Codes as identified/confirmed by the FirstNet Authority) are eligible to purchase the AT&T FirstNet Solution as Extended Primary Users:

Energy:

- 213111 Drilling Oil and Gas Wells
- 213112 Support Activities for Oil and Gas Operations
- 221111 Hydroelectric Power Generation
- 221112 Fossil Fuel Electric Power Generation
- 221113 Nuclear Electric Power Generation
- 221114 Solar Electric Power Generation
- 221115 Wind Electric Power Generation
- 221116 Geothermal Electric Power Generation
- 221117 Biomass Electric Power Generation
- 221118 Other Electric Power Generation
- 221121 Electric Bulk Power Transmission and Control
- 221122 Electric Power Distribution
- 221210 Natural Gas Distribution
- 237120 Oil and Gas Pipeline and Related Structures Construction
- 333611 Wind Turbine
- 486210 Pipeline Transportation of Natural Gas
- 562213 Solid Waste Combustors and Incinerators

Communication:

- 237130 Power & Communications Line & Related Structures Construction
- 517110 Telecommunications, wired
- 517210 Wireless Telecommunications Carriers (except Satellite)
- 517212 Cellular and other Wireless Telecommunications
- 517410 Satellite Telecommunications
- 517911 Telecommunications Resellers
- 517919 All Other Telecommunications

Alarm Systems:

- 238210 Alarm Systems (multiple definitions)
- 334290 Alarm Systems - Other Communications Equipment Manufacturing
- 423610 Alarm Systems - Electrical Apparatus & Equipment, Wiring, Supplies & Related Equipment Merchant Wholesalers
- 561620 Alarm Systems

- 561621 Security Systems Services except Locksmiths

Water:

- 221310 Water Supply and Irrigation Systems
- 221320 Sewage Treatment Facilities
- 541620 Environmental Consulting Services
- 561990 Admin & Support/Waste Management & Remediation Services All Other Support Services
- 562111 Solid Waste Collection
- 562112 Hazardous Waste Collection
- 562119 Other Waste Collection
- 562211 Solid Waste Landfill
- 562212 Hazardous Waste Treatment and Disposal
- 562213 Solid Waste Combustors & Incinerators
- 562219 Other Nonhazardous Waste Treatment and Disposal
- 562910 Remediation Services
- 562920 Materials Recovery Facilities
- 562991 Septic Tank and Related Services
- 562998 All other Miscellaneous Waste Management Services
- 924110 Administration of Air & Water Resource & Sold Waste Management Programs

Transportation:

- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 481211 Nonscheduled Chartered Passenger Air Transportation
- 481212 Nonscheduled Chartered Freight Air Transportation
- 481219 Other Nonscheduled Air Transportation
- 482111 Line Haul Railroads - Railway Transportation
- 482112 Short Line Railroads
- 483111 Deep Sea Freight Transportation
- 483112 Deep Sea Passenger Transportation
- 483113 Coastal and Great Lakes Freight Transportation
- 483114 Coastal and Great Lakes Passenger Transportation
- 483211 Inland Water Freight Transportation

- 483212 Inland Water Passenger Transportation
- 484110 General Freight Trucking, Local
- 484220 Specialized Freight (except Used Goods), Trucking, Local
- 484230 Specialized Freight (except Used Goods), Trucking, Long Distance
- 485111 Mixed Mode Transit Systems
- 485112 Commuter Rail Systems
- 485113 Bus and Other Motor Vehicle Transit Systems
- 485119 Other Urban Transit System
- 485210 Interurban and Rural Bus Transportation
- 485410 School & Employee Bus Transportation
- 485510 Charter Bus Industry
- 488111 Air Traffic Control
- 488119 Other Airport Operations
- 488190 Other Support Activities for Air Transportation
- 488210 Support Activities for Rail Transportation
- 488490 Other Support Activities for Road Transportation
- 491110 Postal Service
- 492110 Couriers & Express Delivery Services
- 492210 Local Messengers & Local Delivery
- 532411 Commercial Air, Rail & Water Transportation Equipment Rental & Leasing
- 561431 Private Mail Centers
- 926120 Transportation Administration
- 926150 Transportation Regulation, Licensing & Inspection of Miscellaneous Commercial Sectors

Healthcare and Public Health:

- 621112 Health Care Practitioners
- 621493 Freestanding Ambulatory Surgical and Emergency Centers
- 622110 General Medical and Surgical Hospitals
- 923120 Public Health Programs

Critical Manufacturing:

- 211130 Extraction
- 236210 Industrial Building Construction

- 236220 Commercial and Institutional Building Construction
- 237310 Highway, Street and Bridge Construction)
- 237990 Other Heavy and Civil Engineering Construction
- 811310 Industry Equipment Repair

Construction:

- 237110 Water and Sewer Line and Related Structures Construction
- 238910 Site Preparation Contractors
- 238990 All Other Specialty Trade Contractors
- 532412 Construction, Mining, & Forestry Machinery and Equipment Rental & Leasing

Chemical:

- 541330 Chemical Engineering Services
- 541350 Chemical Building Inspection Services
- 541620 Chemical Environmental Consulting Services
- 541690 Chemical Other Scientific and Technical Consulting Services
- 561612 Protective Services

Information Technology:

- 541512 Computer Systems Design Services
- 541519 Computer Disaster Recovery

Professional, Scientific and Technical Services:

- 541360 Geophysical Surveying & Mapping Services
- 541370 Survey & Mapping (except Geophysical) Services

**SD-2.1.1.1 Exceptions to NAICS Codes**

Except as set forth above, the list of NAICs set forth in the Primary Users and Extended Primary Users section is intended to be the current, comprehensive list of Primary User and Extended Primary User Public Safety Entities that are eligible for the AT&T FirstNet Solution. Entities that are not included in the list of Public Safety Entities set forth above, but who have individual employees or departments that perform the same functions as the FirstNet Authorized Users of Primary User Public Safety Entities, can request that a limited number of Primary User FirstNet Plans be made available to those employees or departments. Similarly, Extended Primary Users who have employees or departments who perform the same functions as the FirstNet Authorized Users of a Primary User Public Safety Entity can request access to a limited number of Primary User FirstNet Plans. AT&T will consider all such requests on a case-by-case basis and all decisions it makes shall be final, subject only to the review of the FirstNet Authority. If granted, the extension of

Primary User FirstNet Plans to individual employees or departments of an entity shall not be construed as meaning that the entity is a Primary User Public Safety Entity and/or an Extended Primary User Public Safety Entity for all purposes.

**SD-2.2. FirstNet Authorized Users; Agency Paid Users; Subscriber Paid Users**

Each Public Safety Entity, shall be solely responsible for vetting and approving the use of the FirstNet Solution by its respective individuals. Vetted and approved individuals who have access to, and use of, a FirstNet Plan are referred to as FirstNet Authorized Users. FirstNet Authorized Users are either Agency Paid Users or Subscriber Paid Users. "Agency Paid Users" are individual employees and contractors of a Public Safety Entity (both Primary User and Extended Primary User Public Safety Entities) who are granted access to the AT&T FirstNet Solution through a FirstNet plan for which the Public Safety Entity is financially responsible under the Public Safety Entity's contract with AT&T. The Public Safety Entity is responsible for designating a contact who will confirm that the Agency Paid Users, whether individual employees or contractors, are verified and approved to use the FirstNet Solution. Agency Paid Users are not responsible for the monthly service charges under their FirstNet plan, nor any equipment related charges.

"Subscriber Paid Users" are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) authorized, active auxiliary personnel affiliated with a Primary User Public Safety Entity who provide services or perform functions on an occasional, volunteer basis, that support the Public Safety Entity in the areas of law enforcement, fire protection, or emergency medical services. All Subscriber Paid Users must be verified and approved by ~~its~~ their respective Public Safety Entity, which is responsible for designating a contact who will use the FirstNet Local Control Portal to (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain an AT&T FirstNet Solution wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in the AT&T FirstNet Solution as a Subscriber Paid User. AT&T reserves the right to limit a Primary User Public Safety Entity's ability to verify and approve new Subscriber Paid Users until such audit is completed. Once verified and approved, Subscriber Paid Users must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an AT&T FirstNet Solution Subscriber Paid User plan. The State is not a party to the terms of the WCA between AT&T and the Subscriber Paid User. Subscriber Paid Users are financially responsible for payment of services provided under the WCA and any applicable plan. The terms of the Master Service Agreement do not pertain to Subscriber Paid Users, who are subject to the terms of their individual WCA. Each qualified Subscriber Paid User is currently limited to one FirstNet Mobile-Responder Plan or one FirstNet Mobile-Responder Unlimited Plan.

**SD-3. FirstNet Plans, Features and Equipment**

**SD-3.1. FirstNet Plans**

The AT&T FirstNet Solution features a variety of voice, text and data plans at various price points that are available exclusively to Public Safety Entities. In addition, there are machine-to-machine (telemetry), standalone Enhanced Push-To-Talk, and IoT FirstNet Plans available for Agency Paid Users. FirstNet Plans are designed either for use by the FirstNet Authorized Users of Primary Users or Extended Primary Users.

## SD-3.2. AT&T FirstNet Solution: Included and Optional Features and Services [RESERVED]

### SD-3.2.1. AT&T FirstNet Solution Included Services

#### SD-3.2.1.1. First Priority™: Priority and Preemption

First Priority provides Public Safety Entities and their FirstNet Authorized Users using a wireless device that is compatible with the FirstNet Evolved Packet Core four primary features: (a) an enhanced network experience through the use of Quality of Service technology for approved business application traffic over the NPSBN; (b) priority access to available resources on the NPSBN; (c) for Primary Users' FirstNet Authorized Users, preemption capability; and (d) for Primary User Public Safety Entities, First Priority Incident Management, a network capability that allows authorized Primary Users' designated Incident Managers to temporarily increase FirstNet Authorized Users' relative priority levels and extend the preemption capability to more FirstNet Authorized Users through the use of the FirstNet Incident Management portal. In addition, Primary User Public Safety Entities have the ability to assign one of three levels of prioritization to each of their FirstNet Authorized Users using First Priority's capabilities.

Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plans. Use of plans intended for end user applications exclude continuous mobile video transmission applications.

##### SD-3.2.1.1.1 First Priority™: Levels of Priority and Preemption

First Priority™ is a network configuration schema designed to provide FirstNet Authorized Users with enhanced QPP (Quality of Service, Priority and Preemption) capabilities. First Priority configurations are a combination of several variables based on 3GPP LTE standards including:

| Variable | Indicator | Value |
|---|---|---|
| HPA (High Priority Access) | Yes/No | Provides priority to establish a connection to the LTE network core at the cell site. |
| ARP (Allocation and Retention Priority) | Numeric Value 1-15 | Sets priority level to request a LTE "bearer" (resource) to initiate a voice, data or messaging session. |
| QCI (Quality of Service Class Index) | Numeric value 1-x | Sets priority level for a data connection with the network packet scheduler. |
| PCI (Preemption Capability Indicator) | Yes/No | Can the user preempt other users when requesting a resource if none are available? |
| PVI (Preemption Vulnerability Indicator) | Yes/No | Can the user be preempted by other users to request a resource if none are available? |

Primary User Agencies have the ability to dynamically assign one of three levels of priority and preemption to their FirstNet Authorized Users provisioned with First Priority; in addition, Primary Users have the ability to "uplift" or assign a higher level of priority to both their own FirstNet Authorized Users and the FirstNet Authorized Users of Extended Primary Users using Incident Management. First Priority is included the FirstNet rate Plans of Primary Users and is available for purchase by Extended Primary Users.

The following sets forth the relative values of First Priority capabilities in ascending order from Extended Primary Users without First Priority (lowest) to Primary Users using Incident Management (highest). FirstNet Authorized User type and the values each FirstNet Authorized User has for each variable listed above:

| User Type | HPA | ARP | QCI | PCI | PVI |
|---|---|---|---|---|---|
| Extended Primary User (without First Priority) | No | General User | General User | No | Yes |
| Extended Primary User (with First Priority) | Yes | Enhanced | Enhanced | No | Yes |
| Primary User Level 3 (default) | Yes | Enhanced | Enhanced | Yes | No |
| Primary User Level 2 (assigned by Primary User Agency) | Yes | Enhanced; greater than Level 3 | Enhanced | Yes | No |
| Primary User Level 1 (assigned by Primary User Agency) | Yes | Enhanced; greater than Level 2 | Enhanced | Yes | No |
| Incident Management (temporarily assigned by Primary User Agency for duration of Incident; Agency may uplift both Primary and Extended Primary Users) | Yes | Enhanced; greater than Level 1 | Enhanced | Yes | No |

Note: First Priority is an evolving feature under continual development to incorporate new standards and network and device capabilities. As First Priority is more widely deployed and more data about customer needs and network performance are collected, First Priority settings may change over time and enhancements and additional capabilities may be introduced. The foregoing description of reflects the current configurations as of the date of contracting. AT&T will provide Customer notice of any planned changes or enhancements with enough notice (minimum 30 days) so as not to disrupt Customer's operations.

### SD-3.2.1.2. FirstNet Local Control

FirstNet Public Safety Entities have exclusive access to FirstNet Local Control, a portal that allows Customers to manage their FirstNet Authorized Users, services and billing. Local Control allows customers to designate their own authorized administrators, who have the ability to access the portal and to limit the access of FirstNet Authorized Users to areas of the portal. Among other things, FirstNet Local Control gives Public Safety Entities' authorized administrators the ability to:

- add, edit, and remove FirstNet Authorized Users;
- add, edit, and remove FirstNet Plans;
- shop, purchase and assign devices for FirstNet Authorized Users;
- manage additional services, including Enhanced Push-to-Talk;
- pay bills;
- verify individuals eligible to purchase Subscriber Paid User plans;
- access other AT&T curated sites, such as Premier and the FirstNet App Catalog;
- limit the access and ability of FirstNet Authorized Users to make changes to their plans or optional features and services; and
- view wireless reports, including device inventories, upgrade eligibility, rate plan summaries, performance reports and billing information.

Each of the foregoing -functions can be accomplished through means other than the FirstNet Local Control Portal.

FirstNet Local Control also gives Public Safety Entities near-real-time insight into the FirstNet network and local environmental conditions, including network status and alerts, weather and traffic conditions.

Public Safety Entities in American Samoa, Guam and the Northern Mariana Islands may not have access to all capabilities of FirstNet Local Control.

The Terms of Use set forth in Appendix D shall apply in lieu of any other terms of use for the Local Control Portal.

AT&T's objective with regard to FirstNet Local Control Portal is 99.99% uptime, excluding scheduled maintenance.

### SD-3.2.1.3. First Priority™ Incident Management

First Priority™ Incident Management provides Primary User Public Safety Entities' designated and authorized communications managers ("Incident Managers") the ability to modify the relative priority and preemption capabilities of the FirstNet Authorized Users of both Primary User and Extended Primary User Public Safety Entities equipped with First Priority™ through the use of the First Priority™ Incident Management portal. Authorized Incident Managers may access First Priority™ Incident Management portal through FirstNet Local Control.

Using First Priority™ Incident Management, Incident Managers can identify and declare "Incidents" through the portal. Incident Managers can identify relevant cellular telephone numbers (CTNs) of FirstNet Authorized Users needed to respond to Incidents. Incident Managers have the ability to input CTNs individually or imported as a CSV file. Once inputted, Incident Managers can store various CTNs as a group, particularly useful when the same group of FirstNet Authorized Users respond to Incidents on a regular basis.

Incident Managers can initiate a raise (i.e."uplift") to the relative priority and preemption capabilities on the lines associated with the CTN. The Incident Managers' uplift requests are sent to the FirstNet Evolved Packet Core, which sends back a result so that the Incident Manager can monitor the response from the network.

Uplifts may be performed for a minimum duration of 1 hour and a maximum of 24 hours. Uplift only affects an FirstNet Authorized User's experience in times of congestion; if the network is not congested, an uplift will be established, but there will be no discernible difference in the network experience. In order to be uplifted, a line must be provisioned with First Priority. There will be no charge for First Priority on an uplifted line during an incident.

Each of the foregoing functions can be accomplished through means other than the FirstNet Local Control Portal.

**SD-3.2.1.4. FirstNet Federated Identity Credential and Access Management (ICAM)**

The FirstNet Federated ICAM is a front end application through which FirstNet Public Safety Entities can create and manage digital identities and credentials for logging into FirstNet Local Control. With the FirstNet Federated ICAM, Customers' FirstNet Authorized Users and other authorized personnel can log on to FirstNet Local Control directly using Customer-supplied credentials

**SD-3.2.1.4. FirstNet Federated Identity Credential and Access Management (ICAM)**

The FirstNet Federated ICAM is a front end application through which FirstNet Public Safety Entities can create and manage digital identities and credentials for logging into FirstNet Local Control. With the FirstNet Federated ICAM, Customers' FirstNet Authorized Users and other authorized personnel can log on to FirstNet Local Control directly using Customer-supplied credentials through a single sign on process. Customers using the FirstNet Federated ICAM are subject to the following terms:

- Customer must complete the AT&T FirstNet Partner Federation Form that is provided by its AT&T Account Representative.

- Customer must establish a unique username and authenticator (password or similar authenticator) for accessing and using FirstNet Local Control. Customer may modify its username and authenticator at its discretion. Customer is responsible for maintaining the confidentiality of its authenticator, and Customer accepts responsibility for all activity that occurs through FirstNet Local Control in connection with that authenticator. AT&T has the right to rely on the authority of anyone accessing Customer's account, through FirstNet Local Control or otherwise using Customer's authenticator.

- Customer must create and maintain a hyperlink from its intranet to FirstNet Local Control. AT&T reserves the right to approve the hyperlink, and, at AT&T's request, Customer will provide an actual representation of the hyperlink including, without limitation, any text, icons, graphics and design for review. Customer's FirstNet Authorized Users and other authorized personnel may only access FirstNet Local Control through the hyperlink, and may access only such information that is authorized. Customer must take reasonable care to ensure that its FirstNet Authorized Users and other authorized personnel comply with the requirements governing use of the FirstNet ICAM that are provided to the Customer during the onboarding process.

- Customer's right to use the FirstNet Federated ICAM is subject to AT&T's right to revoke access to the ICAM at any time in its sole and absolute discretion.

Use of FirstNet ICAM is optional.

**SD-4. Invoicing**

Public Safety Entities will be invoiced pursuant to the terms of this agreement with AT&T. Subscriber Paid Users will be invoiced pursuant to the terms of the WCA.

**SD-5.AT&T FirstNet Support**

AT&T will provide a dedicated AT&T FirstNet life cycle management team. AT&T will provide help desk support 24X7, 365 days per year for Public Safety Entities and their FirstNet Authorized Users.

**SD-6. Privacy**

When providing FirstNet services, AT&T adheres to the Privacy Policy located at https://www.firstnet.com/privacy-policy. The Privacy Policy has been reviewed and approved for use by the FirstNet Authority.

End of Service Guide

# APPENDIX C
# INELIGIBLE PLANS

**The rate plans listed in the following tables remain active, but are no longer available for new activations:**

| GOV National Pooled Plans | | | | | | | |
|---|---|---|---|---|---|---|---|
| | GOV National Pooled Plan 200 | GOV National Pooled Plan 300 | GOV National Pooled Plan 500 | GOV National Pooled Plan 600 | GOV National Pooled Plan 700 | GOV National Pooled Plan 900 | GOV National Pooled Plan 6000 |
| Monthly Service Charge | $23.40 | $26.52 | $34.32 | $37.44 | $40.56 | $46.80 | $140.40 |
| Anytime Minutes | 200 | 300 | 500 | 600 | 700 | 900 | 6000 |
| Overage Rate | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Included Nights & Weekend Minutes | 5000 | 5000 | UNLIM | UNLIM | UNLIM | UNLIM | UNLIM |
| Included Mobile to Mobile Minutes | UNLIM | UNLIM | UNLIM | UNLIM | UNLIM | UNLIM | UNLIM |
| Domestic Long Distance | Included | Included | Included | Included | Included | Included | Included |
| Domestic Roaming | Included | Included | Included | Included | Included | Included | Included |

| GOV National Integrated Pooled Voice and Unlimited Data Plans (No Tethering) | | |
|---|---|---|
| | GOV Pooled Nation 300 Plan | GOV Pooled Nation 600 Plan |
| Monthly Service Charge | $48.75 | $61.43 |
| Anytime Minutes | 300 | 600 |
| Voice Overage Rate | $0.25 | $0.25 |
| Included Nights & Weekend Minutes | 5000 | Unlimited |
| Included Mobile to Mobile Minutes | Unlimited | Unlimited |
| Domestic Long Distance | Included | Included |
| Domestic Roaming | Included | Included |
| Monthly Service Charge Discount | N/A | N/A |
| Rollover Minutes | N/A | N/A |
| Included Domestic Data Access | Unlimited | Unlimited |
| Additional Domestic Data Usage | N/A | N/A |
| Unlimited Text | Yes | Yes |

| GOV Nation Integrated Pooled Voice and 2GB Data Plans | | | |
|---|---|---|---|
| | GOV Nation Pooled 300 Plan | GOV Nation Pooled 600 Plan | GOV Nation Pooled 1000 Plan |
| Monthly Service Charge | $48.75 | $61.43 | $81.90 |
| Anytime Minutes | 300 | 600 | 1000 |
| Voice Overage Rate | $0.25 | $0.25 | $0.25 |
| Included Nights & Weekend Minutes | 5000 | UNLIM | UNLIM |
| Included Mobile to Mobile Minutes | UNLIM | UNLIM | UNLIM |
| Domestic Long Distance | Included | Included | Included |
| Domestic Roaming | Included | Included | Included |
| Monthly Service Charge Discount | N/A | N/A | N/A |
| Rollover Minutes | N/A | N/A | N/A |
| Included Data Access | 2GB | 2GB | 2GB |
| Additional Domestic Data Usage | $10/GB | $10/GB | $10/GB |
| Unlimited Text | Yes | Yes | Yes |

| GOV Nation Integrated Pooled Voice and 4GB Data Plans (With Tethering) | | |
|---|---|---|
| | **GOV Pooled Nation 300 Plan** | **GOV Pooled Nation 600 Plan** |
| **Monthly Service Charge** | **$57.75** | **$70.43** |
| **Anytime Minutes** | 300 | 600 |
| **Voice Overage Rate** | $0.25 | $0.25 |
| **Included Nights & Weekend Minutes** | 5000 | Unlimited |
| **Included Mobile to Mobile Minutes** | Unlimited | Unlimited |
| **Domestic Long Distance** | Included | Included |
| **Domestic Roaming** | Included | Included |
| **Monthly Service Charge Discount** | N/A | N/A |
| **Rollover Minutes** | N/A | N/A |
| **Included Domestic Data Access** | 4GB | 4GB |
| **Additional Domestic Data Usage** | $10.00/GB | $10.00/GB |
| **Unlimited Text** | Included | Included |
| Only up to 4 of the GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN) | | |

# AT&T Business Pooled Nation Plans

| | 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 |
|---|---|---|---|---|---|---|
| **Monthly Access** | **$36.44** | **$52.64** | **$68.84** | **$85.04** | **$125.54** | **$166.04** |
| **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 | | | | | | |

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&T Pooled Nation Plans include A-List at no additional charge and offers Unlimited Calling to and from (10) domestic numbers (including landline).

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.

| AT&T Nation Plans | | |
|---|---|---|
| | **NATION VOICE PLAN 450 WITH ROLLOVER MINUTES** | **NATION VOICE PLAN 900 WITH ROLLOVER MINUTES** |
| **Monthly Service Charge** | **$32.39** | **$48.59** |
| **Monthly Minute Allowance** | 450 | 900 |
| **Included Nights/Weekend Minutes** | 5000 | Unlimited |
| **Additional minutes** | $.45 per minute | $.40 per minute |
| **Domestic Roaming and Long Distance** | Included | Included |
| **Included Mobile to Mobile Minutes** | Unlimited | Unlimited |
| Free Caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold. | | |

| AT&T DataConnect for LaptopConnect and Stand-alone Mobile Hotspot Devices Plans | |
|---|---|
| | **DataConnect 5GB Plan for:**<br>• **4G and 4G LTE LaptopConnect devices**<br>• **3G, 4G and 4G LTE Stand-alone mobile hotspot devices** |
| **Monthly Service Charge** | **$40.50** |
| Included Domestic Data Access | 5GB |
| Additional Domestic Data Usage | $10/GB |

| AT&T DataPro Enterprise Plans* | | |
|---|---|---|
| | **DataPro 2GB Enterprise** | **DataPro 4GB Enterprise** |
| **Monthly Service Charge** | **$32.40** | **$48.60** |
| Included Domestic Data Access | 2GB | 4GB |
| Additional Domestic Data Usage | $10/GB | $10/GB |

| AT&T Pooled Business Connect Plans | | | | | |
|---|---|---|---|---|---|
| | **Pooled Business Connect Plan 1MB** | **Pooled Business Connect Plan 2MB** | **Pooled Business Connect Plan 3MB** | **Pooled Business Connect Plan 4MB** | **Pooled Business Connect Plan 5MB** |
| **Monthly Access** | **$2.65** | **$8.33** | **$11.33** | **$12.95** | **$14.57** |
| **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 |
| Pooled Plans aggregate or "pool" their data in a single Billing Account Number (a "Pool") | | | | | |

| AT&T International Data Plans* | | | | |
|---|---|---|---|---|
| | **Data Global Add-On Plan 50MB** | **Data Global Add-On Plan 125MB** | **Data Global Add-On Plan 275MB** | **Data Global Add-On Plan 800MB** |
| **Monthly Access** | **$24.99** | **$49.99** | **$99.99** | **$199.99** |
| Monthly MB Allowance | 50MB | 125MB | 275MB | 800MB |
| Overage Rate | $10/10MB | $10/10MB | $10/10MB | $10/10MB |

| AT&T Global Smart Messaging Suite | |
|---|---|
| Monthly Recurring Charges for access to AT&T Global Smart Messaging Suite | $1,100/mo |
| Includes 1 AT&T-provided international long code±± Includes 1 temporary AT&T-only (U.S.-only, non cross-carrier) short code (15 weeks usage included, $200/mo if used beyond first 15 weeks) Includes 10,000 outbound messages per month (U.S. or | |
| Initial Setup Fee: One-time charge includes: | $2,700 |
| AT&T Global Smart Messaging Suite Setup Fee Includes: Approval request and setup per U.S. cross-carrier short code acquired by Customer separately or via Soprano Design in addition to the short code leasing fee Setup of one international long code provided by AT&T Setup of one temporary AT&T-only short code | |
| Setup Fee per additional cross-carrier short code: One-time charge per each additional cross-carrier random or vanity short code (U.S. only) acquired by Customer separately or via Soprano Design in addition to the short code leasing fee | $2,700 |
| Monthly leasing fee for additional AT&T-provided international long codes and additional AT&T-only short codes (U.S.-only), set up included | $200/mo |
| Setup Fee Canadian per Short Code: One-time charge per Canadian random or vanity short code (Canadian only) acquired by Customer separately | $1,600 |
| Domestic outbound message fees (U.S. and Canada) | The following pricing tiers apply for each domestic outbound message: - First 10,000 outbound (mobile-terminated) messages included each month at no additional charge (U.S. and Canada only) |
| | - Per-message charge of $0.0575 applies for each domestic outbound message beyond 10,000 per month if final message count is between 10,000 and 100,000 for the month |
| | - Per-message charge of $0.0520 applies for each domestic outbound message beyond 10,000 per month if final message count is between 100,000 and 250,000 for the month |

| | |
|---|---|
| | - Per-message charge of $0.046 applies for each domestic outbound message beyond 10,000 per month if final message count is above 250,000 for the month |
| **International outbound message fees** | $0.08 per each international outbound (mobile-terminated) message |
| **Inbound message fees (domestic and international)** | $0.02 per each inbound (mobile-originated) message (domestic and international) |
| **Monthly leasing fee for each U.S. cross-carrier random short code (5- or 6-digit number chosen at random) leased from CSCA, either directly or through Soprano Design. ±±±** | $500/mo |
| **Monthly leasing fee for each U.S. cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CSCA, either directly or through Soprano Design.±±±** | $1,000/mo |
| **Monthly leasing fee for each Canada cross-carrier random short code (5- or 6-digit number chosen at random) leased from CWTA** | $350/mo |
| **Monthly leasing fee for each Canada cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CWTA** | $1,000/mo |
| **Professional Services for additional assistance with custom setup and integration (provided by Soprano Design)±±±** | $200/hour for a Soprano Consultant<br>$250/hour for a Soprano Sr. Consultant |

# APPENDIX D
# Local Control Portal Terms of Use

## 1. INTRODUCTION

Welcome to the Internet sites operated by subsidiaries and affiliates of AT&T Inc. ("AT&T", "we", "our" and "us"). These Internet sites offer a wide variety of resources, products and services, which include shopping services, branded and personalized content and entertainment services, communication tools, online directories, administrative services, download areas, advertising, games and information, some or all of which may be accessed through a variety of means (all of which are collectively called our "Site" or "Sites").

**PLEASE READ THESE TERMS OF USE CAREFULLY.** By accessing or using our Site in any way you are agreeing to comply with these Terms of Use (referred to as the "Terms"). Certain services available through our Site, especially services for which you are asked to subscribe or pay money directly to a third party supplier, may have their own terms and conditions that apply to your purchase or use of that particular service. The Terms do not alter in any way the terms or conditions of any of these other written or online terms and conditions or agreements you may have or will have with AT&T, including any other website terms of use with an AT&T affiliate. These Terms only apply to use of the Local Control Portal.

## 2. AUTHORITY

By using our Site, you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our Sites with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, representations, and warranties set forth in the Terms; otherwise, please exit the Site. AT&T suggests that you take advantage of any access controls offered through the Site or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

## 3. CHANGES TO THE TERMS OR SITE

Any modifications, amendments, supplements to or waivers of these terms must be submitted and approved in writing and executed by authorized representatives of both parties.

## 4. REGISTRATION, PASSWORD AND SECURITY

Whenever you provide us information on our Site, you agree to: (a) provide true, accurate, current, and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete.

If any portion of our Site requires you to register or open an account, you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify AT&T of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which AT&T may otherwise have, AT&T reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Sites and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, AT&T may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall AT&T be held liable to

you for any liabilities or damages resulting from or arising out of (i) any action or inaction of AT&T under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the Site is invulnerable to all security breaches, and that AT&T makes no warranty, guarantee, or representation that use of any of our Site is protected from viruses, security threats or other vulnerabilities.

**5. PRIVACY POLICY**

Reserved.

**6. COPYRIGHT AND AUTHORIZATION**

The Sites provide you access to a wide variety of information, shopping, communications, entertainment, games, advertising and other services, products, data and materials ("Content"). Some of the Content is owned by AT&T Intellectual Property II., L.P. d/b/a AT&T Intellectual Property and/or its affiliates. Other portions are owned by non-AT&T companies or third parties such as suppliers, vendors, and licensors (including Content that is generated by users as further described in Section 11).

Some portions of the site may require you to download software ("Software") in order that you may access the Site, the services provided through the Site and/or the Content. The Software may be the property of AT&T or a supplier, vendor, or licensor to AT&T. The Content and Software are protected by a variety of laws governing the use of copyrights, trademarks, patents, or trade secrets. Subject to the rules and limitations set forth in the Terms, you are granted a limited, non-sublicensable right to access the Sites, the Content and the Software for your personal non-commercial use only, except as otherwise permitted. Without limiting the generality of the foregoing, no Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into Cuba, North Korea, Iran, Sudan, Syria or any other country for which the U.S. maintains an embargo on such exports, or (b) to a person or entity identified on lists of the U.S. Treasury Department (e.g., Specially Designated Nationals, Denied Persons or Entities) or the U.S. Commerce Department (e.g., Entity List, Table of Deny Orders), which control such exports. By downloading or using the Software or underlying information or technology, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**7. COPYRIGHT COMPLAINTS**

AT&T respects the intellectual property rights of others. Pursuant to the Digital Millennium Copyright Act of 1998 (the "DMCA"), under 17 U.S.C. §§ 512(b)–(d), a copyright holder may send AT&T a valid notification of claimed copyright infringement under the DMCA if they believe that their work has been copied and has been posted, stored, or transmitted to the Sites in a way that constitutes copyright infringement. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html. AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
E-mail: copyright@att.com

Due to the substantial volume of notifications of claimed infringement that AT&T receives and processes, we are unable to accept notices of alleged copyright infringement via this designated agent or email address other than notifications of claimed infringement sent pursuant to Sections 512(b)–(d). For further information about AT&T's copyright protection practices under the DMCA please refer to https://www.att.com/legal/terms.dmca.html.

**8. TRADEMARKS AND SERVICE MARKS**

Trademarks (including but not limited to AT&T and the Globe Logo) that are used or displayed on the Sites are owned by AT&T Intellectual Property or by third parties other than AT&T that offer and provide products and services on or through the Sites. The trademarks of AT&T Intellectual Property may not be copied or used, in whole, partial or modified form, without the prior written permission of AT&T Intellectual Property or, if applicable, its licensor. In addition, AT&T custom graphics, logos, button icons, scripts, and page headers are covered by trademark, trade dress, copyright, or other proprietary right law, and may not be copied, imitated, or used, in whole, partial, or modified form, without the prior written permission of AT&T Intellectual Property. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by AT&T. You may not use any meta tags or any other "hidden text" utilizing an AT&T name, trademark, or product name without AT&T's express written consent. The BLUETOOTH® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by AT&T is under license. Other trademarks and trade names are those of their respective owners.

**9. THIRD-PARTY PRODUCTS AND SERVICES**

Parties other than AT&T may offer and provide products and services on or through the Sites. Except for AT&T branded information, products or services that are identified as being supplied by AT&T, AT&T does not operate, control, or endorse any information, products, or services on the Sites or accessible through the Sites in any way. AT&T is not responsible for examining or evaluating, and AT&T does not warrant the offerings of, any of these businesses or individuals or the content of their websites. AT&T does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

The Sites may contain links to other websites not operated by AT&T. The links are provided for your convenience. The inclusion of any links to other websites does not imply affiliation, endorsement or adoption by AT&T of those websites or the contents therein. We are not responsible for the contents, links or privacy of any linked website. Access to any other websites linked to the Sites is at your own risk. When leaving the Site, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website.

Notwithstanding the foregoing, AT&T shall provide reasonable assistance in resolving billing and service issues with any third party whose services are purchased through the Local Control Portal and billed by AT&T.

**10. PRODUCT AND SERVICE INFORMATION**

AT&T does not warrant that information, graphic depictions, product and service descriptions or other content of the Sites is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered on the Site may be inaccurate or the product or service description may contain an inaccuracy. AT&T may make improvements or changes to any of its content, information products, services, or programs described on the Sites at any time without notice.

**11. ONLINE ORDERS**

In order to protect AT&T and its customers from fraudulent activity, we may implement reasonable procedures regarding any online orders including but not limited to validating information provided or limiting the amount of equipment (e.g. wireless phones) and/or services that may be ordered online by a single individual or entity. AT&T reserves the right to further limit quantities or to cancel or reject orders it reasonably suspects may be fraudulent. AT&T shall promptly notify the affected Subscribing Entity upon cancellation or rejection of such order and will work with the Subscribing Entity to determine the validity of such order. AT&T will seek to provide such notice via the most expedient method reasonable.

**12. USER SUBMITTED CONTENT**

Our Site may have "publicly accessible areas" such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post Content that will be accessible by the public or the user population generally.

AT&T does not generally pre-screen or control Content posted by users of our Site, and, therefore, does not guarantee the accuracy, integrity or quality of such Content. AT&T shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any Content that is available via our Site for any or no reason, including that any Content violates these Terms or is otherwise objectionable. We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the provider of the Sites, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of AT&T. We do not endorse any Content or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Site is used to disseminate statements that are harmful or inflammatory.

**13. SUBMISSIONS TO AT&T**

You agree not to propose, post or submit to AT&T ideas, concepts, copy, proposals, inventions, methods or techniques for new or proposed services or products (collectively referred to as "Submitted Material ") through the Site. In the event you do so, you hereby grant to AT&T a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use all such Submitted Material in any manner whatsoever without compensation or attribution to you. You agree that AT&T is not under any obligation of confidentiality, express or implied, with respect to the Submitted Material. You agree that you shall have no recourse against AT&T for any alleged or actual infringement or misappropriation of any proprietary right in Submitted Material and that the submission of any Submitted Material to AT&T, including the posting of materials to any forum or interactive area on the Sites, irrevocably waives any and all "moral rights" in such materials. You represent and warrant that you own or otherwise control all of the rights to the Submitted Material that you post, that the Submitted Material is accurate and, that use of the Submitted Material you supply does not violate these Terms and will not cause injury to any person or entity.

**14. ACCEPTABLE USE**

Reserved.

**15. SITE SECURITY**

Violating the security of our Site is prohibited and may result in criminal and civil liability. AT&T may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference

with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

**16. GEOGRAPHICAL RESTRICTIONS**

Unless expressly and specifically stated otherwise on the Site, AT&T provides this Site for use only by persons located within the United States. Certain subsidiaries or affiliates of AT&T only provide certain regulated telecommunications and other services in certain portions of the United States. AT&T makes no representation that all products, services and/or material described on the Site are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access our Site from other locations do so on their own initiative and are responsible for compliance with local laws. Certain companies affiliated with AT&T provide services and operate websites in various other countries throughout the world, some of which websites may be linked to from our Site. Any such International websites will be governed by their own terms of use and privacy policies and not by these Terms.

**17. GENERAL PRACTICE REGARDING USE AND STORAGE**

You acknowledge that AT&T may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on AT&T's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. Your use of this Site constitutes your consent to allow AT&T to store electronic communications on its servers. You agree that AT&T has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Site.

**18. DISCLAIMER OF WARRANTIES**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

EXCEPT MAY BE AS OTHERWISE PROVIDED IN THIS AGREEMENT, ACCESS TO THE LOCAL CONTROL PORTAL IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. THE FOREGOING SHALL NOT APPLY TO PRODUCTS AND OR SERVICES PURCHASED OR OTHERWISE PROCURED THROUGH THE SITE.

**19. ENFORCEMENT**

AT&T reserves the right but does not assume the obligation to strictly enforce these Terms in accordance with Sections 1.19 (Contract compliance and conflict resolution) and 7.5 (Additional termination provisions) of the Master Services Agreement and Section 22 (Termination/suspension) of these Terms.

**20. LIMITATION OF LIABILITY**

Reserved.

## 21. INDEMNIFICATION

Reserved.

## 22. TERMINATION/SUSPENSION

You agree that AT&T may immediately terminate or suspend your account, any associated email address, and access to all or any part of the Sites or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Sites (or any part thereof,) (e) unexpected technical or security issues or problems, and/or (f) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if AT&T elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within the Sites, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the Sites. You agree that all terminations and suspensions for cause shall be made in AT&T's sole discretion.

## 23. MISCELLANEOUS

Reserved.