

AMENDMENT No. 6
Enterprise Agreement for Equipment and Services
GTA 000187-002

This Amendment No. 6 is made effective the 30 day of September, 2009 by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **AT&T MOBILITY NATIONAL ACCOUNTS LLC**, successor in interest to New Cingular Wireless National Accounts, LLC ("Contractor")

WHEREAS, heretofore GTA entered that certain Enterprise Agreement for Equipment and Services on February 17, 2005 with respect to certain products and services to be provided to GTA by Contractor, as more particularly described therein: as amended by the following amendments:

Amendment No. 1, effective July 1, 2005, and
Amendment No. 2, effective July 1, 2006, and
Amendment No. 3, effective July 1, 2007 and
Amendment No. 4, effective Dec. 16, 2008 and
Amendment No. 5, effective Feb. 25, 2009

(the Enterprise Agreement for Equipment and Services and all the Amendments hereinafter referred to collectively as the "Agreement").

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term.** The Agreement is hereby amended by extending the Term from July 1, 2009 until June 30, 2010.

2. **Fees for Administrative Services.** The Agreement is hereby amended by deleting the Fee for Administrative Services described in Amendment No. 4, and replacing it with the following:

A. Contractor shall pay to GTA an administrative services fee equal to one and one half percent (1.5%) of the aggregate Monthly Service Charges realized by Contractor from Agencies under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds) (the "Fee"). For purposes of the Agreement, including, without limitation, the charges against which the Service Discount is applied, "Monthly Service Charge" means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan). Contractor will not apply any Fee to: (a) any charges except the Monthly Service Charge; (b) other monthly service charges such as monthly recurring charges for features; and/or (c) any other charges under the Agreement.

B. Payment of the Fee for each Payment Period must be received on or before the last day of the second month immediately following the end of the Payment Period. For purposes of the Agreement, "Payment Period" means calendar quarters. By way of example only, Contractor must pay the Fee for the first calendar quarter (e.g., January-March) on or before May 31 of the corresponding year. Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334
Attention: Accounts Receivable

C. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet the Fee obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

D. Fee payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

E. Contractor shall submit a usage report for each Payment Period that reflects, at a minimum, the information set forth in (a)-(e) herein for the corresponding Payment Period (each a "Usage Report"), even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the second month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jan- March, 2009 is due on or before May 31, 2009).

- (a) Contractor's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Contractor's check to GTA.

F. GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

G. All amounts that become payable by the Contractor to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

H. Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Contractor's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

3. **Custom Integrated Plans.**

A. Availability. Subject to the terms and conditions herein, GTA and its end users may also select from the Plans described in this §3 and Table 3 (the "Custom Integrated Plans").

B. Discount. The Custom Integrated Plans are only available at the prices set forth herein and are not eligible for any discount provided under this Agreement, nor any other discounts or promotions otherwise available to Contractor's customers.

C. Eligibility. The Custom Integrated Plans are only available to GTA's end users activating new Service.

D. Sales Information. Except as otherwise provided herein; (a) the wireless data service rates, terms and conditions set forth in the Data Rate Plan brochure applicable to the BlackBerry Enterprise Plan (without tethering), attached hereto and incorporated herein as part of Exhibit A, and (b) the Voice Service rates, terms and conditions of the AT&T Business Pooled Nation brochure, attached hereto and incorporated herein as part of Exhibit A, apply to the Custom Integrated Plans. To the extent of any material conflict between the terms and conditions of this §3 and the Plan brochures referenced herein, the terms of this §3 will control.

Table 3
Custom Integrated Plans

| | GOV Nation Pooled 300 Plan | GOV Nation Pooled 600 Plan | GOV Nation Pooled 1000 Plan |
|---|---------------------------------------|---|--|
| Monthly Service Charge | \$50.00 | \$63.00 | \$75.00 |
| Anytime Minutes | 300 | 600 | 1000 |
| Voice Overage Rate | \$0.25 | \$0.25 | \$0.25 |
| Included Nights & Weekend Minutes | 5,000 | UNLIM | UNLIM |
| Included Mobile to Mobile Minutes | UNLIM | UNLIM | UNLIM |
| Domestic Long Distance | Included | Included | Included |
| Domestic Roaming | Included | Included | Included |
| Monthly Service Charge Discount | N/A | N/A | N/A |
| Rollover Minutes | N/A | N/A | N/A |
| Included Data Access | Internet Browsing and Email | Internet Browsing and Email | Internet Browsing and Email |
| Text Messaging | Unlimited | Unlimited | Unlimited |
| The ability to add a line available with other AT&T Business Pooled Nation Plans is NOT available with Custom Integrated Plans. Accordingly, end users on Custom Integrated Plans cannot participate in any pool that utilizes the add-a-line functionality or with any lines that pool with such an additional line. | | | |
| Only up to four (4) Custom Integrated Plans may be used on a single Foundation Account Number (FAN) | | | |

4. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

5. Successors and Assigns. This Amendment No. 6 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. Entire Agreement. Except as expressly modified by this Amendment No. 6, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 6 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 6 to be duly executed by their authorized representatives as of the date set forth above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

GEORGIA TECHNOLOGY AUTHORITY

By: Cathleen M. Pryor

By: Charles Brookston

Name: Cathleen M. Pryor

Name: CHARLES BROOKSTON

Title: V.P., Contracts

Title: PROCUREMENT DIRECTOR

Date: 9/17/09

Date: 9/22/09

EXHIBIT A

[IMMEDIATELY FOLLOWS THIS PAGE]

MAKING BUSINESS RUN BETTER

Network | Expertise | Applications | Service

Business Pooled Nation

Nationwide reach plus the flexibility of pooled minutes.

AT&T Business Pooled Nation plans give your business the flexibility to use all your wireless minutes in whatever way works best each month, for each wireless user. Anytime Minutes are added to a common pool each month, and plan members using the same GSM™ network simply share from that pool. Light users and heavy users will balance each other out. It is a smart way to control costs. And the normal service discount on your company's business agreement will apply to the pooled plans as well.*

| MONTHLY SERVICE CHARGE | TOTAL INCLUDED MINUTES | ADDITIONAL MINUTES | NIGHT AND WEEKEND MINUTES | MOBILE TO MOBILE MINUTES | NATIONWIDE LONG DISTANCE | ROAMING |
|------------------------|------------------------|--------------------|---------------------------|--------------------------|--------------------------|----------|
| \$44.99 | 450 | \$0.25 | UNLIMITED | UNLIMITED | INCLUDED | INCLUDED |
| \$64.99 | 900 | \$0.25 | | | | |
| \$84.99 | 1350 | \$0.25 | | | | |
| \$104.99 | 2000 | \$0.25 | | | | |
| \$154.99 | 4000 | \$0.25 | | | | |

When your entire pool of minutes has been retired, additional minutes inside the AT&T Business Pooled Nation plan National Service Area are \$0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Night and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. See Explanation of Rates and Charges in this brochure for further details.

AT&T imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by State and Federal telecom regulations, a gross receipts surcharge, and State and Federal Universal Service Charges. These fees are not taxes or government-required charges. Taxes and other fees also apply.

Business Pooled Nation (GSM) plans include the following features:

- Nationwide Long Distance
- Voicemail
- Call Forwarding
- Call Waiting
- 3-Way Calling
- MEdia Net™ (\$0.01 per KB)
- Caller ID
- Detailed Billing
- 411 INFO/AT&T 411 (\$1.79 per call)
- Text/Instant Messaging (\$0.20 per message)
- Multimedia Messaging and MEdia Net (\$0.30 per message)

AT&T Nation®



- AT&T Coverage Area**
 - Anytime, Mobile to Mobile and Night & Weekend Minutes apply
- No Service Area**

Map depicts an approximation of coverage. Map may include areas served by unaffiliated carriers, and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. AT&T does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage based on current planning assumptions, but is subject to change and may not be relied upon.

MAKING BUSINESS RUN BETTER

EXPLANATION OF RATES & CHARGES:

Service is subject to the applicable agreement, coverage maps, corresponding plan, features and promotional brochures, and as applicable, the individual service agreement provided with service. See your AT&T account representative for complete details on the offers described in this brochure.

Available only to customers with a qualified wireless business or government agreement ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs").

Customer's CRUs may activate service on the Business Pooled Nation Plans described in this brochure ("Pooled Plans"). Customer's CRUs on a Pooled Plan aggregate or "pool" their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU uses more than his or her Anytime Minutes it creates an overage with respect to Anytime Minutes ("Over Minutes"). The Pool's Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Over Minutes, resulting in a monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000 Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation.

Customer may have more than one Pool; however an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T's wireless pooled plans, including but not limited to Business National Pooled Plans and Business Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile -to- Mobile Minutes, Night & Weekend Minutes, and/or any other promotional minutes are not included in a Pool. Consolidated invoicing required.

Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes and Anytime Minutes. **Minute Increment Billing and Usage:** Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered calls of 30 seconds or longer incur airtime. **Pricing/Taxes/No Proration:** Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. **Activation Fees:** \$36 Activation Fee for each new line. AT&T does not guarantee availability of the network. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Mon.-Fri.; weekends are 9:00 p.m. Fri. to 6:00 a.m. Mon. (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands (if you go to Guam and Northern Mariana Islands, you are roaming). International long distance rates vary. Additional charges apply to services used outside the U.S. and its territories. AT&T reserves the right to terminate your service if less than 50% of your usage over three consecutive billing cycles is on AT&T-owned systems. Customer must (1) use an AT&T GSM dual-band handset programmed with AT&T's preferred roaming database; (2) have a mailing address and live in the immediate geographic area in which subscription is made. **Caller ID Blocking:** Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. In the event that the conditions of the Plan as described above are violated, AT&T may move subscriber to another calling plan or terminate customer's service. Additional Terms and Conditions apply. See Wireless Service Agreement for additional conditions and restrictions. **Mobile to Mobile Minutes:** Mobile to Mobile Minutes may be used when directly dialing or receiving calls to and from any other wireless phone number from AT&T within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks.

Terms Applicable to Features: Certain features will not be available in all areas at all times. See applicable brochure or visit att.com/wireless for terms applicable to features including Voicemail, Text/Instant Messaging, Directory Assistance, Mobile to Mobile Calling and MEdia Net. Regular per-minute airtime rates and other charges apply for calls when included features are used.

As a customer with a qualified business agreement, you can activate service today. Contact a sales representative or authorized dealer for details.



MAKING BUSINESS RUN BETTER

Network | Expertise | Applications | Service

Data plans that work as hard as you.

Pick the plan that fits your specific needs.

We bring your office to you.

Stay in sync on the go. Security, productivity, the ability to respond quickly while away from the office—AT&T offers a variety of wireless solutions to help you achieve your business goals.

Access your corporate email while you're away. Business customers can take advantage of the following enterprise-class wireless email solutions to stay in touch:

- BlackBerry® Enterprise Solution
- Good™ Mobile Messaging
- Microsoft® Direct Push

Sync your corporate email, calendar and contacts to your smartphone so you can stay ahead of your competition—in and out of the office.

Ask your IT organization which solutions your company supports. Then have a sales representative show you the compatible smartphones and select the PDA/BlackBerry Enterprise plan.

Add a messaging bundle to any data rate plan.

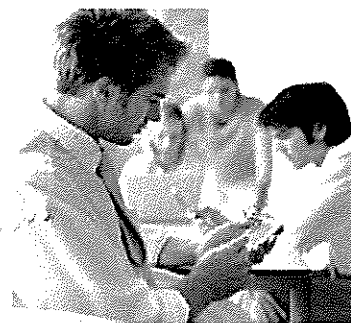
Choose any data rate plan and add 200, 1500, or unlimited text, picture, video and instant messages and get more messaging for less.

Our data plans just got personal.

Stay informed and in touch with PDA and BlackBerry Personal Plans. Our range of personal data plans are sure to keep you up to date, entertained and connected to friends and colleagues—on the go. Send an email, browse the Web for the latest score or download a favorite song—the new PDA Personal Plan is a great way to make the most of your down time. And with Xpress Mail you can download and manage your Internet email with ease.

Enjoy a richer mobile experience with CV-video.

With CV, you can turn a few spare minutes, from a lunch break to a doctor's office wait, into a quick escape. Get streaming news, sports, stock quotes and much more—all on your compatible 3G smartphone.



| MESSAGING BUNDLES ¹ | INCLUDED MESSAGES | MONTHLY SERVICE CHARGE | ADDITIONAL MESSAGES per message |
|--------------------------------|-------------------|------------------------|---------------------------------|
| Messaging 200 | 200 | \$5 | \$0.10 |
| Messaging 1500 | 1500 | \$15 | \$0.05 |
| Messaging Unlimited | UNLIMITED | \$20 | INCLUDED |

¹Includes text, picture, video and instant messaging. International messages and premium content not included.

MAKING BUSINESS RUN BETTER

Choose a plan that meets your needs.

| DATA RATE PLAN | MONTHLY SERVICE CHARGE ¹ | INCLUDED DOMESTIC DATA ACCESS | ADDITIONAL DOMESTIC DATA USAGE ² | MESSAGING CHARGES | CV MONTHLY SERVICE CHARGE ⁴ |
|---|-------------------------------------|---|---|--|--|
| SMARTPHONES (PDA/BLACKBERRY) | | | | | |
| PDA/BlackBerry Personal ³ | \$30 ¹ | <ul style="list-style-type: none"> Internet browsing Personal email | | Pay-per-message or Messaging bundle | INCLUDED |
| PDA/BlackBerry Personal with Tethering | \$60 ¹ | <ul style="list-style-type: none"> Internet browsing Personal email (up to 5GB total) | \$0.49/MB | Pay-per-message or Messaging bundle | INCLUDED |
| PDA/BlackBerry Enterprise ² | \$45 ¹ | <ul style="list-style-type: none"> Internet browsing Email Intranet access | | Pay-per-message or Messaging bundle | \$10 |
| PDA/BlackBerry Enterprise with Tethering ² | \$60 ¹ | <ul style="list-style-type: none"> Internet browsing Email Intranet access (up to 5GB total) | \$0.49/MB | Pay-per-message or Messaging bundle | \$10 |
| SMARTPHONES (PDA/BLACKBERRY) | | | | | |
| BlackBerry Enterprise | \$34.99 ¹ | 4MB | \$0.005/KB | Pay-per-use or Messaging bundle | |
| LAPTOPCONNECT DEVICES | | | | | |
| DataConnect | \$60 ⁷ | 5GB | \$0.49/MB | Pay-per-use or Messaging bundle ⁶ | INCLUDED |
| | \$40 | 50MB | \$0.00097/KB | | |
| | \$20 | 10MB | \$0.0019/KB | | |
| Pooled DataConnect ⁸ | \$44 ⁷ | 50MB | \$0.00097/KB | | |
| | \$23 | 10MB | \$0.0019/KB | | |

¹ Prices reflect a \$5/month discount for voice and require eligible wireless voice plan be activated and maintained on the same device. Stand-alone versions of these data plans are also available for an additional \$5/month.

² Plans must be activated on one of the following email solutions: BlackBerry Enterprise, BlackBerry Connect, Good Mobile Messaging or Microsoft Direct Push. Compatible smartphone and email solution required.

³ PDA plans include Xpress Mail. BlackBerry plans include BlackBerry Internet Service™ (BIS). Xpress Mail and BIS provide access to personal email, such as Yahoo!® and AOL®. Xpress Mail also provides individual access to corporate email, such as Microsoft Exchange or Lotus® Domino.

⁴ Where available; see att.com/CV for availability. Additional charges for premium content apply. Compatible 3G smartphone required. Not available with LaptopConnect devices.

⁵ See Terms inside for further details on prohibited/permissible uses and usage limits.

⁶ Eligible messaging-capable COAM device required. Messaging not available with LaptopConnect devices.

⁷ DataConnect customers with \$60 or higher rate plans can get access to AT&T Wi-Fi Basic service at no additional charge. (Requires a LaptopConnect card or USB device, AT&T Communication Manager version 6.8 or higher, 802.11 b/g-enabled device, and Windows® operating system.) Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See att.com/laptopconnect for further details.

⁸ Only available to qualified Corporate Responsibility Users ("CRUs") under an eligible AT&T business/government agreement.

⁹ \$0.49 per MB is charged at \$0.00048 per KB; \$0.99 per MB is charged at \$0.00097 per KB.

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

For coverage information and maps, please see a sales representative or visit att.com/wirelesscoveragemap or att.com/wirelessbroadbandconnect.

AT&T also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.

CANADA AND INTERNATIONAL ROAMING: Additional data for Canada roaming per KB is \$0.015; International roaming per KB is \$0.0195. **VOICE CALLING:** If you have a voice-capable device (unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan), the default rate for voice calls on AT&T's wireless network is \$0.40 per minute and \$0.69 per minute for domestic roaming voice calls off AT&T's wireless network. See AT&T Nation map for default voice coverage area.

MESSAGING: Unless otherwise specified in your wireless plan, the default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.25/message for Text Messages and \$0.50/message for Picture/Video Messages. Charges for messages sent while roaming internationally are \$0.50/message for Text Messages and \$1.30/message for Picture/Video Messages. Additional charges for premium content apply.

MISCELLANEOUS: Separate MEdia data plan not required for MEdia Net™ usage. Additional eligibility, billing, usage and other restrictions and terms apply. See General Terms and Conditions and applicable Additional Terms.

WIRELESS DATA SERVICE TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH WIRELESS DATA SERVICES AND WIRELESS CONTENT.

AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content and applications ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for prescribed purposes and pricing for Data Services is device dependent and based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. An activation fee of up to \$36 may apply to each new data line. Compatible data-enabled wireless device required. **Usage/Billing:** Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KIBOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its affiliated partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems. **Voice:** If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on the AT&T wireless network are 40¢ per minute and 69¢ per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan. **Roaming:** Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. If your usage of the Services on other carriers' wireless networks ("offnet usage") during any two consecutive months exceeds your offnet usage allowance, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 6 megabytes or 20% of the kilobytes included with your plan and for messaging plans the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands. **International Roaming:** See att.com/wirelessinternational or dial 1-866-246-4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States. **Cancellations/Early Termination Fee:** An Early Termination Fee of \$175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement.

Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GPRS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. **Information/Content/Applications:** Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

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

penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies. Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Changes to the terms and conditions: These terms and conditions may be changed from time to time. AT&T will post the most current version of these terms and conditions at att.com/MediaTerms or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions. Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible. Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information. Intellectual Property: All trademarks, service marks and trade names used on or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited—used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited.

II. ADDITIONAL TERMS FOR SPECIFIC WIRELESS DATA SERVICES TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or email. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

CV: Not available in all areas and not available when off the AT&T-owned network. 3G phone and eligible wireless data plan required. Depending on selected data plan, eligible wireless voice plan may also be required. Unlimited Media Net package or eligible unlimited data plan required for CV. CV is charged at stated monthly subscription rates or at stated pay per view rates. CV provided by a monthly subscription rotates as appropriate for the service and is subject to withdrawal in the provider's sole discretion. CV provided on a pay-per-use basis can be viewed an unlimited number of times for 24 hours. CV is for individual use only and not for resale. No content may be captured or forwarded. Some CV content may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. All screen images are simulated.

DataConnect Plans: DataConnect plans may ONLY be used with AT&T-certified LaptopConnect (PC Data) Cards and eligible AT&T-certified customer owned and maintained (COAM) devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, the parties agree that AT&T has the right to impose additional charges if you use more than 5GB in a month; provided that, prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service.

Pooled DataConnect Plans: Available only to customers with a qualified AT&T business or government agreement ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). Consolidated billing is required. WIN Advantage® may also be required. Customer's CRUs may activate service on the Pooled DataConnect Plans described in this brochure ("Pooled Plans"). Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included data usage ("Included Usage"), creating a "Pool." To pool together, each CRU in the Pool must subscribe to a Pooled DataConnect Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceeds the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Over Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled DataConnect plan pool created prior to

February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on pooled plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a pool.

PDA/BlackBerry Enterprise Plans: PDA/BlackBerry Enterprise plans may ONLY be used with AT&T-certified RIM BlackBerry devices and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). Data Services sold for use with AT&T RIM BlackBerry devices, and PDAs may not be used with other devices including but not limited to Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

PDA Personal Plans: PDA Personal plans may ONLY be used with AT&T-certified PDAs for the following purposes: (i) Internet browsing and (ii) personal email. Access to corporate email or other applications and services on a corporate intranet, except through individual use of the Xpress Mail desktop client, is prohibited. Data Services sold for use with PDAs may not be used with other devices, including but not limited to RIM BlackBerry devices, Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

BlackBerry Personal Plans: BlackBerry Personal plans may ONLY be used with AT&T-certified RIM BlackBerry devices for the following purposes: (i) Internet browsing and (ii) personal email. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Access to corporate email or other applications and services on a corporate intranet (including without limitation, Mail Connector and BlackBerry Enterprise Server) is prohibited. Data Services sold for use with RIM BlackBerry devices may not be used with other devices including but not limited to PDAs, Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

PDA/BlackBerry Tethering Plans: PDA/BlackBerry Tethering plans may also be used to tether AT&T-certified PDA and BlackBerry devices to a Personal Computer. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, the parties agree that AT&T has the right to impose additional charges if you use more than 5GB in a month; provided that, prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service.

Xpress Mail Service: Eligible data plan required. Not available with DataConnect plan activation on LaptopConnect card. You may cancel Xpress Mail at any time. You will be billed for all usage up to cancellation of Xpress Mail. Measured usage will be charged as specified in your plan. Xpress Mail leverages point-to-point secure encryption, using the following technologies: AES and SSL. AT&T provides devices that support both AES and SSL. AT&T encrypts and stores your email address and password to enable delivery of your email to your device.

Enterprise Email: Eligible data plan and device required. Terms may vary depending on selected Enterprise Email solution.

BlackBerry Connect: May be used with BlackBerry Enterprise Server for corporate access (behind the firewall) to Microsoft® Exchange and Lotus Domino® email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Mail Connector is not supported.

BlackBerry Enterprise: May be used with BlackBerry Enterprise Server for corporate access (behind the firewall) to Microsoft Exchange, Lotus Domino and Novell® GroupWise email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Individual access to Microsoft Exchange and Lotus Domino requires Mail Connector software, which can be downloaded from att.com/blackberrystart (BIS setup site). Tethered plan requires AT&T Communication Manager 5.2 or higher and BlackBerry Handheld software 4.1 or higher.

Good Mobile Messaging: Requires compatible Good Server and, with respect to each end user, a compatible Good Client Access License (CAL) for use with an eligible AT&T Good plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services. In the event you cease to be an employee of your company, or if your company ceases to support your Good Client Access License, you may migrate to another AT&T data plan for which you qualify.

Microsoft Direct Push: Requires Microsoft Exchange 2003 Server with Service Pack 2 and, with respect to each end user, a compatible device operating on a Windows Mobile® 5 platform (with Message Security Feature Pack) and an email account enabled with Direct Push. Plans include end user and IT help desk customer support from AT&T for Windows Mobile 5 and device side ActiveSync issues. AT&T does not sell, supply, install or otherwise support Microsoft software, products or services (including without limitation, Exchange and Direct Push). In the event you cease to be an employee of your company, or if your company ceases to support a compatible Exchange Server, you may migrate to another AT&T data plan for which you qualify.

To find out how to get started,
talk to a sales representative today.
Call 866-9ATT-B2B (866-928-8222)
or visit att.com/wirelessbusinesscenter.

