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1. THE APPLICATION. The Application is client software that provides Users a number of calling, conferencing and collaboration features, including but limited to: domestic and international voice calling, audio conferencing, auto attendant, advanced call handling, voicemail, dial-by-name directory, on-hold music, paging, toll-free numbers, SMS texting, HD video conferencing, online meetings and collaboration, and line sharing. The Application may be used on a variety of devices, including fixed, portable and wireless devices.

1.1 AVAILABILITY: Voice calling via the Application is not available in all areas and is subject to transmission, terrain, system, capacity and other limitations. If the Application is used to place a call from a location outside the United States to a telephone number in the United States, that call may be blocked or be subject to international data roaming usage charges under Your applicable wireless service plan.

A. IMPORTANT ADVISORIES REGARDING EMERGENCY CALLING:

The Application may be used with a digital technology called Voice Over IP (VoIP) to initiate voice calls. The following list includes, but is not limited to, examples of the types

of circumstances under which VoIP 911 service may not be available to you or is limited in comparison with traditional 911 telephone service:

1. 911 is dialed from a location other than the Registered Location you provided;
2. Your broadband connection (wired, wireless and/or WI-FI) is unavailable or has been disrupted or impaired;
3. Your underlying data service plan has lapsed or has been disrupted or impaired;
4. Loss of electrical or battery power;
5. Delays have occurred in processing your newly updated Registered Location;
6. Use of a non-native telephone number; and
7. The device is not located in the United States of America.

Accordingly, You should always have an alternate means of accessing traditional 911 services, or other applicable emergency calling services, and such alternative means should include the ability to access 911 services, or other applicable emergency services, through the Public Switched Telephone Network where available.

B. IMPORTANT INFORMATION ABOUT EMERGENCY CALLS AND REGISTERED LOCATION

911 CALLS USING APPLICATION CAN ONLY BE MADE USING IP DESK PHONES AND SOFTPHONES ON DESKTOP COMPUTERS. The most recent Registered Location You submitted to AT&T will be delivered to the public safety entity. **BECAUSE NEITHER AT&T NOR THE PUBLIC SAFETY ENTITY CAN DETERMINE YOUR LOCATION, YOU MUST ENSURE THAT YOU UPDATE YOUR LOCATION EACH TIME YOU CHANGE LOCATIONS. YOU CAN UPDATE YOUR LOCATION IN THE END USER PORTAL OR BY CONTACTING YOUR SYSTEM ADMINISTRATOR**

APPLICATION DOES NOT PROVIDE 911 SERVICE ON MOBILE DEVICES. If You make a 911 call from Your mobile device using the Application, the call will be automatically routed to the native dialer on your device and Your wireless voice service provider will handle the routing of the call to the public safety entity. If Your wireless voice service is unavailable, and You have enabled the WiFi calling feature on your mobile device, the 911 call will be routed over WiFi to the public safety entity. If Your wireless voice service is unavailable, and Your mobile device does not have the WiFi calling feature or that feature is not enabled, the 911 call cannot be placed. Because AT&T Office@Hand does not provide 911 service on mobile devices, You agree to use AT&T Office@Hand only on mobile devices that have the WiFi calling feature.

1.2 Rates and Usage: Voice, data and messaging rates may apply once you go above the allocated minutes when You use this Application. Use of the Application may significantly increase voice, data and messaging usage under Your applicable wireless service plan. Your Device may contain a usage feature that tracks estimated data usage. The amount of data shown

on the usage meter is an estimate only. The actual data usage for which You are billed may be higher than the estimated data usage shown on Your usage meter for various reasons including, but not limited to, if You use Your Device or the Application while roaming, if You use Your SIM card with another device, or if You use the Application while outside the United States.

1.3 Consent to Access, Use and Disclose Personal and Other Information:

AT&T and its suppliers may collect personal information to establish Your account, including, but not limited to, name, address, email and phone number. In addition, AT&T and its suppliers may collect the following Customer information to resolve customer-initiated service issues: Customer profile data, support case data, customer transport type, CPNI data, customer messages/faxes/voicemails, call recordings, CDRs, IP addresses, endpoint data, VoIP registration data, clickstream data, application authentication, and usage and session data. You agree that AT&T and its suppliers may access, use or disclose your personal or other information for the purposes described in this Section.

You may store User name, password, and User settings in the Application. AT&T and its suppliers will not access, use or disclose such information without Your consent.

AT&T suppliers' collection and use of your personal information are limited to the purpose of supporting the provision of your service as described above, and will be in compliance with the requirements of AT&T's privacy policy. AT&T suppliers will not share your personal information with other parties.

1.4 SMS Texting History: The Application may store SMS texting history, both sent and received messages, up to 30 days. You may permanently delete texting history at any time. Neither AT&T nor its suppliers will have access to such history.

1.5 International Limitations: The Application may only be downloaded in the United States of America. Users may not initiate calls from any countries that the United States has an embargo against as well as the following countries: Algeria, Bahrain, Egypt, Kenya, Kuwait, Morocco, Pakistan, Qatar, Saudi Arabia, and Turkey. You agree to indemnify AT&T for and against any claim or liability that arises out of or relates to Your downloading of Application outside of the United States or use of the Application to initiate calls in any of the above countries. AT&T may suspend or terminate service immediately if directed to do so by a regulatory authority.

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2.3 Content. AT&T is not responsible for any content that You transmit, store, record or play using the Application. Your content shall not violate the AUP.

2.4 Recordings and Privacy. The Application includes a recording feature which will allow User to record voice communications including point-to-point and conferencing for storage and future playback. Recordings may be saved for up to 90 days. AT&T or its suppliers will delete recordings after 90 days. The laws of some jurisdictions require notice and consent of one or more, and in some cases all, participants prior to recording, monitoring, storing or intercepting communications. You are responsible for complying with such laws, including providing necessary notices and obtaining required consent, prior to enabling or using the record features. Additionally, the Application may

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