

**1. AT&T Global Smart Messaging Suite.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide the AT&T Global Smart Messaging Suite solution ("GSMS") to Customer and its qualified Corporate Responsibility Users ("CRUs"). GSMS is a software solution which includes a (i) Messaging Portal, (ii) GSMS application plug-ins, (iii) GSMS application protocols, (iii) application programming interfaces, (iv) Billing Portal, (v) cross-carrier SMS aggregation capability and (vi) Short Codes and/or Long Codes loaded into the Messaging Portal and aggregation platform.

**2. Software License.** GSMS software, interfaces, documentation, data, and content provided for Customer's eligible equipment, as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or provided subsequently by AT&T, is licensed, not sold, to Customer by AT&T and/or its licensors/suppliers for use only on Customer's eligible equipment. Customer's use of GSMS software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy).

Customer is not permitted to use GSMS software in any manner not authorized by this Agreement. Customer may not (and Customer agrees not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of GSMS Software or any portion thereof. Customer may not rent, lease, lend, sell, redistribute, transfer or sublicense GSMS software or any portion thereof. Customer agrees GSMS software contains proprietary content and information owned by AT&T and/or its licensors/suppliers. AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, GSMS software at any time without notice and will have no liability for doing so. Customer acknowledges AT&T's GSMS software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

**3. GSMS Activation and GSMS Deactivation.** Customer may order GSMS Activations and/or GSMS Deactivations by submitting a request form to its AT&T sales representative. Each such GSMS Activation or GSMS Deactivation request must include the proposed GSMS Activation or GSMS Deactivation date, GSMS Feature, the Place of Primary Use, and such other information as may be required by AT&T. GSMS Activation and GSMS Deactivation will typically take approximately 1-2 weeks to complete.

**3.1 GSMS Activations.** Normal activation charges apply to GSMS Activations. AT&T reserves the right to deny a GSMS Activation if the Customer or corresponding Short Code or Long Code appears on AT&T's "service-deny" lists for one of a variety of reasons, including but not limited to, cases where the Customer's Short Code or Long Code has been used for fraudulent purposes. AT&T will notify Customer in such cases with the denial reason. AT&T is not liable to Customer if GSMS Activation, modification or other GSMS request is so denied. AT&T will process GSMS Activation and GSMS Deactivation orders as soon as practicable following receipt of orders properly submitted through Customer's AT&T sales representative.

**3.2 Short Code Activation.** For U.S. and/or Canada messaging to non-AT&T subscribers, the approval of Customer's CSC by other carriers is required. Customer must lease a registered CSC separately (or Customer can obtain CSC's through Soprano Design with AT&T billing Customer on behalf of Soprano Design) ) and then submit an application for carrier approval of the registered CSC. Requesting approval does not guarantee that a participating carrier will accept or implement the CSC or that Customer will be able to use the CSC at all. CSC approvals can take 12 weeks or longer, and will vary according to the time required to secure Customer's Short Code approval from each desired carrier.

**3.3 GSMS Deactivations.** GSMS Deactivations occurring mid-month will be charged the full month's Monthly Service Charge. AT&T has the right to unilaterally establish policies regarding the length of time between deactivating and reactivating the same Customer account and Short Code or Long Code.

**3.4 GSMS Features; Additional Terms.** Activation of a qualified GSMS feature is required. GSMS and GSMS features are also subject to the rates, terms and conditions of the GSMS Sales Information, including without limitation GSMS pricing brochure, as may be modified by AT&T from time to time.

#### **4. Billing & Invoicing**

**4.1 Billing Portal.** AT&T will provide Customer with access to a Billing Portal. AT&T will provide initial limited telephonic training in the use of the Billing Portal and initial Billing Portal access to Customer-designated technical representatives for purposes of (i) review of online billing, and (ii) reporting capabilities. Customer may only use the Billing Portal in accordance with and subject to the terms and conditions of this Attachment and the Agreement. Customer must supply all its own computer equipment, peripherals, Internet service, software and related means at its sole cost and expense. AT&T may reasonably rely on the authority and capacity of any person who executes an order on Customer's behalf and, accordingly, AT&T may rely on the information provided through the Billing Portal. AT&T has no liability to Customer for Customer's inability to access the Billing Portal for reasons beyond AT&T's control.

**4.2 Simplified Invoicing.** AT&T will provide Customer with a separate GSMS Invoice each month. Additional billing detail will be available to Customer via the Billing Portal. On each monthly GSMS Invoice, the final monthly amount billed will be rounded to the nearest cent. Messaging logs in the Messaging Web Portal may differ from the messaging logs in the Billing Portal.

**4.3 Alliance Billing Service.** If Customer selects the billing on behalf option from AT&T for CSCs and/or professional services provided by Soprano Design, Customer will be subject to the terms of the Alliance Billing Service Attachment.

#### **5. Training and Technical Support.**

**5.1 Training.** AT&T will provide limited telephonic training in the use of the Billing Portal and initial Billing Portal access for purposes of (i) online GSMS Activation and GSMS Deactivation, (ii) review of online billing, and (iii) reporting, to Customer-designated technical representatives.

**5.2 GSMS Tier-One Technical Support.** Customer cannot instruct its recipients receiving messages from Customer via GSMS ("Recipients") to call AT&T's Customer Care by dialing 611 or any other carrier's customer care center. Rather, in connection with GSMS, Customer must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage GSMS Tier-One support for its CRUs and Recipients. Customer agrees to advise each Recipient receiving messages via GSMS that he or she is not to call carrier customer care centers regarding the GSMS Service.

**5.3 GSMS Tier-Two Technical Support.** AT&T will provide GSMS Tier-Two support to Customer in connection with GSMS. Customer will cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of GSMS. AT&T will not provide GSMS Tier-Two support directly to Customer's Recipients. Customer may escalate GSMS Tier-Two issues to AT&T only after clear identification and isolation of the issue with a reasonable determination that the error lies within AT&T's control.

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

**7. Default.** If Customer breaches any terms or conditions of this Attachment or the Agreement, then Customer will be in default and, in addition to any other remedies set forth in the Agreement, AT&T may (a) refuse Activation requests, and/or (b) modify or terminate GSMS.

## **8. Definitions.**

**8.1 Billing Portal** means a Portal used to access GSMS billing information.

**8.2 GSMS Activation** means the activation of a Billing Portal account, a Messaging Portal account, and activation of applicable Short Codes and Long Codes associated with and in connection with GSMS.

**8.3 GSMS Deactivation** means modification or deactivation of a Billing Portal and Messaging Portal account and related Short Codes and Long Codes associated with and in accordance with GSMS. A&T Global Smart Messaging Suite Attachment 07122010

**8.4 GSMS Invoice** means a consolidated, electronic monthly invoice for all GSMS Application charges, together with a simplified electronic bill aggregating usage across all Customer's GSMS CRUs, including, without limitation, a statement of the total amount due and owing.

**8.5 Long Code** means a string of numeric characters (usually a 10-digit phone number) that are interoperable across communication service providers in other countries that are participating in the corresponding messaging services.

**8.6 Messaging Portal** means a Portal used for GSMS messaging.

**8.7 Portal** means a custom World Wide Web portal, provided via a specialized URL, through which Customer's authorized representatives may conduct GSMS management.

**8.8 Short Code (or Common Short Code or CSC)** means a string of numeric characters that are interoperable across communication service providers in the United States or Canada that are participating in the corresponding CSC services.

**8.9 Short Messaging Service (SMS)** means a mobile communication service allowing a means of sending short text messages of up to 160 characters to and from SMS-enabled mobile handsets.

**8.10 GSMS Tier One** means internal support of first-line technical issues that may arise in connection with GSMS including, but not limited to software or application utilization, and any other such issues not specifically described as a GSMS Tier-Two issue.

**8.11 GSMS Tier Two** means technical support limited to: (i) GSMS errors, and (ii) GSMS environment engineering.