



# Product Brief

## AT&T Global Smart Messaging Suite (GSMS)

Let the AT&T Global Smart Messaging Suite enable and enhance mobile communications

Designed to deliver simple, streamlined business communications, AT&T's cloud-based Global Smart Messaging Suite has proven itself in many organizations with global reach. With powerful administrative controls, you can easily integrate our suite of applications with existing systems or use it as a standalone platform.

Start using domestic short codes for cross-carrier SMS messaging and benefit from e-mail messaging capabilities, enterprise-wide permission control (hierarchical and multi-workgroup), 24x7 AT&T technical support, as well as tools that allow you to integrate GSMS with existing messaging systems and applications. GSMS can also be extended for international messaging to employees and consumers in most countries worldwide.

### Help Customers, Employees and Partners Get The Message

- Workforce Management and Communication
- Mobile Marketing Campaigns
- Two Factor Authentication using SMS Tokens
- HR Functions, Job Placements, Shift Confirmations and Scheduling
- Field Force Safety, Back to Base Communication and Escalation Management
- Voting, Polling, Surveys and Sweepstakes
- Appointment and Scheduling Reminders

### Features

- 2-way cross-carrier SMS, including mobile-originated text messaging
- Global SMS reach to subscribers in the U.S., Canada and select international countries
- Software as a Service (web-based service)
- Two way highly secure messaging
- Enterprise-wide permissions control (hierarchical and multi-workgroup)
- Archival of all messaging activity\*
- Reporting and analysis tools
- Tools to integrate with existing messaging systems and applications
- 24x7 technical support provided by AT&T

### Connectors

APIs AND PROTOCOLS:  
HTTP, WSDL, SMPP,  
SMTP, FTP/S, WCTP, MMS

PLUG-INS:  
RSA® Authentication Manager,  
Outlook®, Lotus Domino®†

INFORMATION:  
Opt-in List  
Contacts



### Enablers

SMS:  
Cross-carrier  
Outbound & Inbound  
Domestic & International

E-mail

Archival

MMS Voice Messaging

### Administration

MANAGEMENT:  
Powerful Administrative Controls  
Messaging Portal  
User Permissions Management

Define Multi-workgroup Hierarchy  
Recipient Opt-in Controls  
Schedule & Automate Messaging  
Cost Management

REPORTING:  
Performance Tracking Analytics  
Message reports based on date,  
time, and destination.

\*Lotus Domino® plug-in is available for purchase only and requires installation of a server. Contact AT&T for details.

To learn more about AT&T Global Smart Messaging Suite, visit [www.att.com/global-smart-messaging-suite](http://www.att.com/global-smart-messaging-suite) or [have us contact you.](#)

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## Pricing<sup>††</sup>

### Set up Charges

\$3,300 one-time setup fee Includes:

- Setup of the AT&T Global Smart Messaging Suite online accounts
- Setup and up to 15 weeks usage for one AT&T-provided short code (for SMS to AT&T subscribers only, \$200/mo leasing charge after first 15 weeks)\*\*
- 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

### Application Suite Access Charges

\$1,200/month Includes 24x7 technical support\*\*\* and access to the AT&T Global Smart Messaging Suite with the following application licenses:

- WebSMS user licenses
- Outlook plug-in user licenses

- 1 Administrator and 1 Reporter user license
- 1 eMailer user license with unlimited GSMS e-mail
- Access to Voice Messaging (additional charge on a per minute basis)
- 1 API (choose from HTTP, SMPP, SMTP or WSDL)

SMS: Domestic includes U.S. and Canada only. Domestic MT/MO price for all messages during a billing cycle is determined by the total number of domestic MT/MO messages used during the billing cycle.

MMS: U.S. only. Not all carriers are supported. Additional terms and conditions may apply.

Voice Messaging: U.S. Outbound destination only. Specifications vary for certain features and file types. Additional terms and conditions may apply.

### 3 Options for Acquiring U.S. Short Codes

1. AT&T only short codes for messaging the AT&T network only may be leased directly from AT&T pursuant to the applicable terms and conditions

## Pricing

Total Volume	U.S. MT/MO <sup>†</sup>
<b>SMS</b>	
0-10k	Included
10-20k	\$0.04/msg
20,001-up	\$0.035/msg
<b>MMS</b>	
1+	\$0.13/msg
<b>Voice Messaging</b>	
1+	\$0.04/msg

2. Cross-carrier short codes may be leased directly from the Common Short Code Administration (CSCA) [www.usshortcodes.com](http://www.usshortcodes.com)
3. Cross-carrier short codes may be leased from the CSCA through AT&T partner Soprano Designs\*\*\*\*

### Canadian SMS Short Codes

1. Canada short codes must be leased from the Canadian Wireless Telecommunications Association (CWTA) [www.txt.ca](http://www.txt.ca). Set up fee is \$3,825.

## Short Codes & Professional Services Fees

Monthly leasing fee for each U.S. Standalone SMS cross-carrier random short code (5- or 6-digit number chosen at random) leased from CSCA, either directly or through Soprano Design†††	\$585/mo
Monthly leasing fee for each U.S. Standalone SMS cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CSCA, either directly or through Soprano Design†††	\$1,165/mo
Monthly leasing fee for each U.S. MMS with SMS cross-carrier random short code (5- or 6-digit number chosen at random) leased from CSCA, either directly or through Soprano Design††† (Inclusive of MMS service charge of \$555)	\$1,150/mo
Monthly leasing fee for each U.S. MMS with SMS cross-carrier vanity short code (5- or 6-digit number chosen by the customer) leased from CSCA, either directly or through Soprano Design††† (Inclusive of MMS service charge of \$555)	\$1,725/mo
Monthly leasing fee for each Canada SMS cross-carrier random short code (5- or 6-digit number chosen at random) leased from CWTA	\$350/mo
Monthly leasing fee for each Canada SMS 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†††)	\$240/hour for a Soprano Consultant \$300/hour for a Soprano Sr. Consultant

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## Advanced Application Features

Advanced Application Features	Description	Monthly Cost
Outlook	Send cross-carrier SMS within Outlook	Included
WebSMS	Provides essential outbound messaging capabilities	Included
WebSMS+	WebSMS plus permission/reply management, scheduling & prioritization	\$200/mo/user
API	HTTP/S, SMTP, WSDL, NET, SMPP, JAVA, WCTP, MMS, FTP/S & Contact/Group APIs	\$250/mo/API (1 API included)
eMailer	Enables email in GSMS	\$50/mo/user (1 user license included)
eMailer+	Mailer plus attachments. Unsubscribe, open counter templates, destination filtering & delivery rate controls	\$200/mo/user
Campaign Manager	Broadcasts, WebSMS+, emailer plus, and inbound license; manages opt-in and opt-out permissions for SMS and e-mail	\$1,000/mo/user
Inbound	Receives SMS messages and automatically sorts and parses incoming SMS messages and responds	\$500/mo/user
Inbound+	Inbound plus multi-question campaigns, voting, polls, surveys and drawings	\$1,250/mo/user
Cipher	Encrypted two-way SMS communications via a downloaded app	\$3,000/mo
Staff Match	Automatically fill shifts by messaging the pool of staff that meet user defined criteria	\$225/mo/user
Staff Safe	Create and schedule staff checks via SMS; providing real-time reporting of employee status	\$1,000/mo/user
Reminder	Automated SMS that enables appointment reminders/confirmations	\$1,000/mo/user
Mobile Authenticator	2-factor mobile authentication system delivering a one-time password via SMS	\$500/mo/user
Reporter	Detailed real-time tracking and reports regarding campaign effectiveness	\$100/mo/user
Reporter+	Group by summary reports and schedule reports over FTP/HTTP/Email and export reports to CSV file and download	\$500/mo/user
Lotus Domino® Notes***	Send cross-carrier SMS within Domino	\$500/mo/user
WebVoice	Outbound domestic broadcast to one or many recipients using custom audio or text-to-speech with English or Spanish voices. Up to 10K recipients.	Included <sup>1</sup> Additional charges on a per minute basis.
WebVoice+	GSMS WebVoice and up to 1M recipients/contacts for each outbound domestic voice broadcast. Ability to export contacts with permission management and batch rate control/throttling	\$200/mo/user
WebMMS	Schedule for later/recurring delivery. Use reply-management tools and MMS/SMIL templates. Includes permission management. Up to 10K recipients	Included <sup>1</sup>
WebMMS+	WebMMS and campaign controls such as pausing, resuming and cancelling. Opt-out control. Prioritize messages and mail-merge. Up to 1M recipients	\$200/mo/user <sup>1</sup>

<sup>1</sup> Specifications vary for certain features and file types. Additional terms and conditions may apply.

### Notes

††Setup charges are required for initial activation and for each additional cross-carrier short code approval request. These charges are set forth above under the headings "Set up charges," "Short Codes & Professional Services Fees." Account activation is required to gain access to the AT&T Global Smart Messaging Suite software, user guides and to use the APIs. Account activation and associated monthly recurring charges will occur automatically and immediately when AT&T receives final carrier approval of the

customer's cross-carrier short code, or after 15 weeks from the time the initial cross-carrier short code request is submitted to AT&T, or upon customer's request to gain access to the AT&T Global Smart Messaging Suite software or APIs, whichever occurs first. Setup fees and monthly recurring charges will continue to incur according to the terms outlined in this document regardless of whether and when the customer's cross-carrier short code is approved for use by other carriers. At the customer's request, AT&T will provide an AT&T-only short code at

the time of account activation for interim use by customer for testing and setup purposes (this AT&T-only code will be available for up to 15 weeks at no charge). Customer may continue to use the AT&T-only short code beyond 15 weeks subject to the monthly recurring charges set forth in the table above under the heading "Short Codes & Professional Services Fees". Per message charges and message deductions incur when the message is sent from or received by the AT&T Global Smart Messaging Suite platform; sent messages incur charges regardless

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of whether they have been delivered to the recipients. When a group message is sent, AT&T will charge or deduct a message for each individual message sent to each recipient within that group. Any unused portion of included messages in any given month will not carry over to the next month. Changes to Customer's pricing plan will not take effect until the beginning of the next billing cycle. All prices herein exclude taxes and fees, are effective June 17, 2014 for new customers only and are valid until revised by AT&T.

AT&T Global Smart Messaging Suite comes pre-configured with one or more application licenses, including the WebSMS application with features to enable outbound SMS, eMailer+ with features to enable advanced e-mail management, Reporter to enable historical and performance reports, as well as the administration and API licenses for setup and integration with existing company systems. See product brochure for details. Additional charges and restrictions may apply.

\*Customers have the option to archive messages within the web application for up to 90 days, after which time the messages will be deleted. Customer can export messages for customer retention offline if exported prior to 90-day expiration.

\*\*Additional AT&T-provided short codes and long codes can be leased by Customers for \$200/month/code.

\*\*\*For non-AT&T devices, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

+++CSCA price is current as of June 17, 2014. See [www.usshortcodes.com](http://www.usshortcodes.com) for latest prices and terms. Customer may choose for AT&T to bill on behalf of Soprano Design for any short codes acquired on behalf of customer through Soprano Design and for related professional services provided by Soprano Design. Any such short code acquisition or professional services are subject to applicable Soprano Design terms and conditions of service.

+Domestic includes U.S. and Canada. Domestic MT/MO price for all messages during a billing cycle is determined by the total number of domestic MT/MO messages used during the billing cycle.

\*\*\*\*Short Codes: Approval of a Customer's Common Short Code ("CSC") from the relevant carriers is required for both U.S. cross-carrier messaging from GSMS. Customer must provide its own registered cross-carrier CSCs, either directly from the relevant association or through Soprano Design, which allows AT&T billing on behalf of Soprano Design for the CSC lease fees.

+++Lotus Domino® plug in is available for purchase only and requires installation of a server. Contact AT&T for details.

**For more information contact an AT&T Representative or visit [www.att.com/global-smart-messaging-suite](http://www.att.com/global-smart-messaging-suite).**

#### Important Information

Eligibility and Activation: AT&T Global Smart Messaging Suite application ("GSMS") is a software solution which includes an (i) internet website used for messaging ("Messaging Portal"), (ii) application plug-ins ("Plug-ins"), (iii) application protocols ("Protocols"), (iii) application programming interfaces ("APIs"), (iv) an internet website used to access billing information ("Billing Portal"), (v) cross-carrier aggregation capability ("Aggregation") and (vi) short codes and long codes loaded into the Messaging Portal and Aggregation Platform ("Codes"). GSMS is available to AT&T business or government customers ("Customer(s)") that have a valid, eligible AT&T business/government agreement ("Business Agreement") and AT&T Foundation Account Number ("FAN") and Corporate Responsibility Users ("CRUs"). Individual Responsibility Users ("IRUs") are not eligible. Customer must have a physical address within AT&T's licensed service area. Individual wireless service agreements for Customer's end users may also be required. GSMS cannot be self-provisioned (e.g. through Premier) and must be provisioned and de-provisioned by an AT&T enterprise sales representative. AT&T will designate a Customer FAN to which AT&T will bill all GSMS charges. If such FAN is suspended or cancelled, all GSMS provisioned through such FAN will be disabled. Additional hardware, software, subscription, Internet access from your compatible PC or smartphone and/or special network connection may be required. May not be available for purchase in all sales channels or in all areas.

Short Codes: Approval of a Customer's Common Short Code ("CSC") from the relevant carriers is required for both U.S. and Canada cross-carrier SMS messaging from GSMS. Customer must provide its own registered cross-carrier CSCs, either directly from the relevant association or through Soprano Design, which allows AT&T billing on behalf of Soprano Design for the CSC lease fees. Submitting a request for carrier approval of a CSC 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. Carrier CSC approvals can take 12 weeks or longer, and will vary according to the time required to secure Customer's CSC approval from each desired carrier. AT&T makes no guarantees as to the timing of receipt of any carrier's CSC approval.

Non-AT&T Devices/Service: With respect to each text message ("SMS") that Customer sends to an end user with a non-AT&T device/service, Customer is responsible for ensuring that Customer, its applicable end users and use of GSMS complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

24x7 technical support provided by AT&T. For non-AT&T devices, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

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**Sending and/or Receiving Messages:** GSMS requires internet access to access the Messaging Portal or the Plug-ins, Protocols or APIs used by any Customer application that connects to GSMS. AT&T has no liability to Customer for Customer's inability to access the Messaging Portal or GSMS for reasons beyond AT&T's control. GSMS may only be used to send messages to end users that have been given permission from Customer to send messages. If any messages are attempted to be sent from GSMS to any non-supported, restricted, blocked or unavailable wireless phone numbers or devices at AT&T or any wireless carrier, such messages will not be delivered. AT&T may delete any SMS or other message that is (a) sent by Customer by means of GSMS from three months after the date on which it was sent; or (b) received by Customer by means of GSMS from twelve months after the date on which it was received. Customer is responsible for managing, maintaining and securing information about individual recipients and group distribution lists used in GSMS. AT&T's privacy policy may be viewed at <http://www.att.com/gen/privacy-policy?pid=2506>. It is the end user's responsibility to ensure his/her use complies with Customer's internal IT and security procedures. Customer is responsible for ensuring accurate phone numbers are entered into GSMS address book and group distribution lists, and customer is responsible for removing any unwanted phone numbers from GSMS address book and group distribution lists. Sender is solely responsible for all content sender transmits through GSMS, and Customer is responsible for safeguarding its access to GSMS. For example, such safeguarding includes, but is not limited to, protecting its account information/number and using firewall, anti-virus, anti-spam, or similar protective measures, all at Customer's sole cost and expense. Customer must take all reasonable steps to ensure that the password and username of all users authorized by Customer are not disclosed to a third party or compromised in any way. Use of GSMS is subject to the AT&T Acceptable Use Policy, which can be found at [www.att.com/auip](http://www.att.com/auip). Sender cannot use GSMS to transmit any communication that would violate any federal, state or local law, court order or regulation. Customer and its end users must cooperate with AT&T and/or governmental authorities in investigations alleging a violation or prohibited use of GSMS.

**MMS:** This pricing plan applies only to messages sent and received in the United States. System maximum capacity is 5 messages per second. Excess messages are queued and sent when system capacity permits. Not all carriers are supported. Availability, quality of coverage and Services are not guaranteed.

**AT&T Encrypted Messaging:** AT&T GSMS Encrypted Messaging may not be used internationally. The end user will be required to have a data plan enabled on his or her device and to consent to license terms presented with the client application to be able to download the client application and access encrypted message content.

**Supported OS for Secure Messaging:** iPhone iOS4, Android 2.2, Blackberry OS6, Windows Phone 7, J2ME

**Customer Personal Data:** Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with this offer. As used in this Product Brief, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users. Customer is responsible for providing end users with clear notice of AT&T's and Customer's collection and use of Customer Personal Data obtained via this offer and for obtaining end user consent to that collection and use. Customer may satisfy its notification requirements as to AT&T by advising end users in writing that AT&T and its suppliers may collect and use Customer Personal Data by providing for end user review the relevant links to the Sales Information that describes the availability of optional goods, content or services and AT&T's Privacy Policy at <http://www.att.com/gen/privacy-policy?pid=2506>.

**Emergency Notification:** GSMS must not be used as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property. First responders should not rely on GSMS for such situations, in such situations GSMS may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery.

**HIPAA:** If Customer chooses to use GSMS from AT&T to transmit Protected Health Information ("PHI"), Customer must encrypt the data in a manner consistent with the guidelines established by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent that Customer's use of GSMS from AT&T requires AT&T to use or disclose PHI, Customer consents to the terms of AT&T's Business Associate Agreement, located at [att.com/businessassociateagreement](http://att.com/businessassociateagreement).

**International Messages:** A complete list of supported destination countries and carriers can be provided by AT&T, contact your AT&T sales representative to request a copy. A compatible device is required to receive text messages. Certain countries and/or carriers within a country may be unavailable. Availability, quality of coverage and Services are not guaranteed. Certain tenure, billing and credit restrictions and additional charges may apply.

**Marketing Messages:** Customer agrees it will not use GSMS to send messages that contain advertising or a commercial solicitation to any person or entity without their written consent. Customer will have the burden of proving written consent with clear and convincing evidence if a person or entity complains customer did not obtain their written consent. Written consent cannot be evidenced by third party lists customer purchased or obtained. Customer further agrees it will not use GSMS to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's or another carrier's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of AT&T's or another supplier's services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your GSMS, including any associated accounts using your GSMS, without notice, as to anyone using GSMS in any manner that is prohibited. AT&T's failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

**Voice Messaging:** GSMS Voice Messaging call duration is measured from the time the call is picked up to the time the call is terminated, and will include the duration of the voice mail prompt of the recipient's voice mailbox. Some voicemail systems' capacity or settings may prohibit the voice message from being delivered or may restrict the length of the voice message. The displayed call number must be one that is provisioned to the enterprise. GSMS Voice Messaging does not interpret a recipient's spoken words or interpret the spoken words of the recipient's voicemail prompt. Message delivery will be handled according to the parameters that are set by the sender in the GSMS Voice Messaging web portal or API. Message delivery will be triggered when a recipient or the recipient's voicemail service answers the call. Any voice prompt will trigger GSMS Voice Messaging to deliver the voice message, even if the recipient's voice mailbox is full. Certain voicemail features of the recipient that use automated prompts, such as voice-prompted call screening, will trigger the message to be delivered. Messages will be marked delivered if the GSMS Voice Messaging system starts playing the message. Customers are recommended to test text-to-speech transcription output for accuracy validation prior to sending. Certain file-type, file-size, language, character and parameter limitations exist and some features are not available in the HTTP and FTP APIs, refer to GSMS Voice Messaging online documentation for specific details. US destination only.

**Limitations:** The maximum number of characters of one standard SMS message is 160. Messages will be sent in two or more parts if the characters exceed 160. Cellular coverage is not available in all areas. Due to cellular coverage and system limitations, GSMS may not be accessible at all times. AT&T wireless coverage maps are available at [wireless.att.com/covageviewer](http://wireless.att.com/covageviewer). Non-AT&T devices/services are not covered by the AT&T networks and additional terms and conditions may apply (refer to your wireless carrier). Coverage is subject to transmission limitations and terrain, system, capacity and other limitations. AT&T does not guarantee the availability, security, reliability, speed of message delivery, or timeliness of message



delivery of GSMS, and AT&T makes no Service Level Agreements (SLAs), guarantees or warranties with respect to the performance of GSMS. Delivery time is dependent upon the conditions prevailing at the time of submission and actual delivery and/or delivery within a specific period of time are not guaranteed. When outside coverage, access will be limited to information and applications previously downloaded to or resident on your device. Messages may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including messages sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked a message from GSMS. Other messages sent for conversion into text messages (SMS) for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or e-mail gateway, a problem with the AT&T network, or the end user not having sufficient credit to send a message or not having the correct permissions to send a message.

**Third-Party Products and/or Services:** Customers 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 applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. Should Customer select the billing on behalf option from AT&T for CSC leasing and/or professional services provided by Soprano Design, Customer will be subject to the terms of the Alliance Billing Service Attachment. 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.

**Additional Terms:** Additional GSMS and other terms and conditions apply. GSMS is also subject to customer's Business Agreement (including without limitation the Global Smart Messaging Suite Attachment), the applicable voice, data and/or text messaging plan brochures (including without limitation the "Enterprise Customers: Additional Service and Equipment Related Terms" found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)) and coverage maps. All non-AT&T devices and service used with GSMS will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions. Offer subject to change without notice.

#### Arbitration

Customer agrees, and will ensure its users, employees and message recipients agree, to the following:

The parties agree to exercise their best efforts to settle any dispute arising out of or related to the provision of Services through good faith negotiation. Any dispute arising out of or related to the provision of Services that cannot be resolved by negotiation shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by any applicable agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in New York, New York. The parties shall, within (twenty) 20 days of the issuance of a written notice of intent to arbitrate, as provided by the Rules, jointly select one (1) independent arbitrator licensed to practice law and familiar with the wireless telecommunications industry. If the parties cannot agree on an arbitrator within the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above. The provision of Services evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq, governs the interpretation and enforcement of this provision. In the event of a conflict between the FAA and the Rules, the FAA shall govern. In no event shall the arbitrator have the authority to make any award that is in excess of or contrary to what the applicable agreement provides. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. If Customer is a Puerto Rico customer and AT&T cannot resolve the issue, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of the grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941-; Phone: 1-787-756-0804 or 1-866-578-5500; Online: [jrtpr.gobierno.pr](mailto:jrtpr.gobierno.pr), in addition to having available arbitration, as provided above. All claims between AT&T and Customer related to this Agreement will be litigated individually, and Customer will not consolidate or seek class treatment for any claim unless previously agreed to in writing by AT&T.

#### Indemnification

Customer agrees to indemnify, defend and hold harmless AT&T and its collaborators, suppliers and licensors, and their officers, directors, agents and employees from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) Customer's or its users' access to or use of the Services; (ii) Customer's breach of this Attachment or the Agreement; (iii) Customer's violation of law; (iv) Customer's negligence or willful misconduct; or (v) Customer's violation of the rights of a third party. Customer will promptly notify AT&T in writing of any third-party claim arising out of or in connection with Customer's or its users' access to or use of the Services.

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To learn more about AT&T Global Smart Messaging Suite,  
visit [www.att.com/global-smart-messaging-suite](http://www.att.com/global-smart-messaging-suite) or [have us contact you](#).

