

Modems On-Demand Attachment

Last Revised 5/30/07

1. Modems On-Demand; Eligibility. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T provides Customer the ability to conduct MOD Management through the Portal, and receive the MOD Invoice. Customer must be in compliance with the Agreement to be eligible for MOD. MOD is only available to Customer and its Corporate Responsibility Users ("CRUs"). MOD is not available to Individual Responsibility Users ("IRUs"). Except as otherwise provided in the Agreement, Customer must generate fifteen thousand dollars (\$15,000) in MOD Service Revenue per month to be eligible for MOD. For each month Customer fails to achieve this MOD Service Revenue requirement, Customer must pay AT&T the difference between \$15,000 and the MOD Service Revenue amount that Customer actually paid in such month. Notwithstanding the foregoing, this MOD Service Revenue requirement commences the seventh (7th) month after the month Customer makes its first MOD order through the Portal.

2. MOD Management.

2.1 Ordering Devices and SIMs. Customer may purchase Devices with inactive SIMs from AT&T through the Portal, at the corresponding prices set forth on the Portal, which AT&T may change from time to time.

2.2 Initial Number Assignment and Subsequent Orders. Subject to (i) the availability of SIMs, Numbers and/or Devices, (ii) the imposition of additional processes on AT&T by third parties in order to obtain the SIMs and/or Numbers, and (iii) the capacity of AT&T's facilities, AT&T will supply SIMs and Numbers to Customer under normal circumstances within eight (8) weeks after AT&T's receipt of the completed Portal order.

2.3 Activation and Deactivation.

2.3.1 Orders. Customer may order Activations and/or Deactivations by submitting an activation request through the Portal. Each Activation request must include the ICCID number, the proposed activation date, the qualified Plan, and such other information as may be required by AT&T. Each Deactivation request must include the ICCID number and such other information as may be required by AT&T. Normal activation charges apply to Activations.

2.3.2 AT&T Response. AT&T will process Activations and Deactivations as soon as practicable following receipt of orders properly submitted through the Portal. Orders typically will be processed within four (4) business hours. 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 ICCID.

2.3.3 Plans. Customer may only activate Numbers on Devices on the qualified Plans posted on the Portal, and any other Plan that AT&T makes available for MOD activation from time to time. AT&T may modify the list of qualified Plans posted on the Portal at any time.

2.3.4 Limitations.

2.3.4.1 Applications. Customer may only order Activations designated for use with AT&T-certified applications. Prior to ordering an Activation, any applications used by Customer in connection with MOD must pass all certification testing standards established by AT&T.

2.3.4.2 Number of Devices. A Number may not be associated with more than one Device at the same time, unless otherwise approved by AT&T.

2.3.4.3 Activation Denials. AT&T reserves the right to deny an Activation if the corresponding Number or Device appears on AT&T's "service-deny" lists for one of a variety of reasons, including cases where the Device is stolen, has been used for fraudulent purposes, or is defective. AT&T will notify Customer in such cases with the denial reason. AT&T is not liable to Customer or any CRU if an Activation, modification, or other Service request is so denied.

3. Devices and SIMs.

3.1 Generally. Customer must purchase all Devices and SIMs for use with MOD from AT&T through the Portal. Customer may not purchase Devices or SIMs from any third party with respect to MOD.

3.2 Duty to Protect. Customer is responsible for safeguarding its Devices and such Devices' access to Service. For example, but without limitation, such safeguarding includes protecting its account information/Number, and by using firewall, anti-virus, anti-spam, or similar protective measures, all at Customer's sole cost and expense.

3.3 Order Limitations. Customer may only purchase Devices and SIMs in increments of fifty (50), or in other quantities as determined by AT&T in its sole discretion. Customer is only authorized to purchase a quantity of Devices and SIMs that may reasonably be used for Activations. AT&T may limit or cancel sales of Devices and SIMs to Customer if, in AT&T's discretion, an unreasonably high percentage of SIMs remain inactive. In addition to any other audit rights under the Agreement, AT&T may perform an audit of Customer's records and physical inventory relating to SIMs upon reasonable advance notice.

3.4 Prohibitions. Customer must not (a) program, re-program, or tamper with a SIM in any manner; (b) sell or convey a SIM in any manner other than to its CRUs as contemplated by this Agreement.

3.5 No Third-Party SIMs and/or Devices. Customer may not purchase SIMs and/or Devices for use with MOD from any source not approved by AT&T, even if the SIMs or Devices originally came from AT&T. Customer may not use SIMs purchased from any party not authorized by AT&T in any Device to be activated on the AT&T Network. Customer must inform AT&T of any other individuals or entities that it learns are offering SIMs alleged to be compatible with AT&T's Network and must cooperate with AT&T in any investigation regarding such SIM distribution.

4. Portal. AT&T will provide Customer with the Portal, and Customer may use the Portal in accordance with and subject to the terms and conditions of the Agreement and this Attachment. 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 Portal. AT&T has no liability to Customer for Customer's inability to access the Portal for reasons beyond AT&T's control.

5. Simplified Billing. AT&T will provide Customer with a separate MOD Invoice each month. Additional billing detail will be available to Customer via: (i) a CD-ROM, which will be mailed to Customer monthly, and; (ii) the Portal. MOD information is not available through WIN Advantage®.

6. Discounts.

6.1 Service Discounts. Subject to the limitations set forth herein, and except as otherwise provided in the Agreement, the Service Discount will be applied to MOD Service.

6.1.1 MAC-Based Service Discounts. Customers on MAC-based Service Discount programs will receive the Service Discount on MOD Service; provided, however, that because the Service Discount percentage applied to MOD Service is only modified once a calendar quarter, and because such modification will not necessarily coincide with MAC modification(s) made by Customer, there may be periods where the Service Discount applied to MOD Service is different than the Service Discount applied to non-MOD Service.

6.1.2 Attainment-Based Service Discounts. Customers on Attainment or AVR-based Service programs will receive the Service Discount on MOD Service; provided, however, that because the Service Discount percentage applied to MOD Service is only modified once a calendar quarter, and because such modification will not coincide with the monthly Service Discount fluctuations available under these Service Discount programs, there will be periods where the Service Discount applied to MOD Service is different than the Service Discount applied to non-MOD Service.

6.1.2.1. Initial Attainment-Based Service Discount Percentage, The initial Service Discount percentage for Customers on the Attainment or AVR-based Service Discount programs will be based on the volume of Qualified Charges attained during the most recent full month prior to the corresponding Customer's first Activation on MOD Service.

6.2 MOD Service Usage. MOD Service usage contributes towards Customer's MAC or its monthly volume of Service charges for purposes of Service Discount calculation.

6.3 Equipment Discount. The Equipment Discount is not available with respect to Devices and/or SIMs purchased in connection with MOD.

7. Training and Technical Support.

7.1 Training. AT&T will provide limited telephonic training in the use of the Portal and initial Portal access for purposes of (i) online Activation and Deactivation, (ii) SIM ordering and inventory management, (iii) review of online billing, and (iv) reporting, to Customer-designated technical representatives.

7.2 Tier-One Technical Support. Customer must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage Tier-One support for its CRUs in connection with MOD.

7.3 Tier-Two Technical Support. AT&T will provide Tier-Two support to Customer in connection with MOD. Customer will cooperate with AT&T in any trouble-shooting that may be required to maintain the efficient operation of the Service and the Network. Cingular will not provide Tier-Two support directly to Customer's CRUs. Customer may escalate 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.

8. 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 Service with respect to one or more Numbers.

9. Miscellaneous.

9.1 Number Conservation. AT&T and Customer will follow reasonable Number conservation policies generally accepted by the telecommunications industry and AT&T may, from time to time upon reasonable notice, change Number assignments in conformity with such policies, including changes requested or ordered by federal or state regulatory authorities or by number administrators recognized by such authorities as having responsibility for the assignment of telephone numbers. If Numbers are unavailable, AT&T may follow generally accepted industry standards and/or regulatory requirements, if any, in responding to the shortage of Numbers. AT&T shall incur no liability to Customer for Number shortages.

9.2 Ownership of Numbers. Customer acknowledges that, subject to FCC number portability rules, neither it nor any CRU has or can acquire any proprietary right in any specific Number or Number block provided by AT&T.

10. Definitions.

10.1 Activation means the activation of a Number associated with a Device on a qualified Plan in connection with MOD.

10.2 Deactivation means modification or deactivation of a Number associated with a Device on a qualified Plan (as applicable) in accordance with MOD.

10.3 Device means the EDGE, GPRS, GSM™/GPRS or UMTS device (i) used by Customer and/or a CRU to originate or receive wireless data transmissions on the Network and (ii) that has been certified and approved by AT&T for the insertion of Customer SIMs and activation on AT&T's Network and intelligent roaming database.

10.4 ICCID means an Integrated Circuit Card Identifier, the number that uniquely identifies a SIM, found just under the logo on a SIM, and the last digit is preceded by a dash.

10.5 IMSI means International Mobile System Identity, the information that is stored on the SIM relevant to network selection in Global System for Mobile Communications ("GSM™") systems, that contains the user identity module – mobile country code ("UIM-MCC") and the user identity module – mobile network code ("UIM-MNC").

10.6 Modems On-Demand means an expedited means for Customer to order and purchase Devices and SIMs and self-initiate Activation and Deactivation of Wireless Data Service for itself and/or its CRUs, all as described in this Attachment. Modems On-Demand is not available with respect to Voice Service.

10.7 MOD means Modems On-Demand.

10.8 MOD Invoice means a consolidated, electronic monthly invoice for (a) Devices purchased through the Portal; (b) all MOD Service usage; and (c) a simplified printed bill aggregating MOD Service usage across all Devices including, without limitation, a statement of the total amount due and owing.

10.9 MOD Management means Customer's ability to (a) order Devices and SIMs; and (b) Activate and Deactivate Numbers on Devices on qualified Plans in connection with MOD Service.

10.10 MOD Service means AT&T's EDGE, GPRS, UMTS Wireless Data Service activated in connection with MOD.

10.11 MOD Service Revenue means Service Revenue related to Customer's MOD Service.

10.12 Network means those integrated mobile switching facilities, servers, cell-sites, connections, billing systems and other related facilities used to provide the EDGE, GPRS, GPRS or UMTS Service in an area.

10.13 Number means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

10.14 Plan means an AT&T Calling Plan, Service Plan or Rate Plan.

10.15 Portal means a custom World Wide Web portal, provided via a specialized URL, through which Customer's authorized representatives may conduct MOD Management.

10.16 SIM means Subscriber Identity Module, the specially programmed microchip inserted into an EDGE, GPRS, GPRS or UMTS-compatible Device that (a) encrypts transmissions and identifies the user to the mobile network, and (b) provides network tracking, registration, and authentication services.

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

10.18 Tier Two means technical support limited to: (i) Network errors, and (ii) Network environment engineering.

11. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement, including, without limitation, this Attachment, apply throughout all such documents.