AT&T Control Center Attachment Last Revised 10/30/2014

1. AT&T Control Center

1.1 Eligibility. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T provides Customer the ability to conduct ACC Management through the Portal, and receive the ACC Invoice. Customer must be in compliance with the Agreement to be eligible for ACC. ACC is only available to Customer and its CRUs. ACC is not available to IRUs.

2. Portal. AT&T will provide Customer with the Portal to, among other things, order ACC Plans and SIMs, and conduct Activations and Deactivations. 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.

3. Connection/Start-Up Fees. Customer will pay AT&T a one-time fee for (a) initial ACC account set up; (b) custom APN set up; and (c) one (1) hour of online training as described in §8.1. Customer will pay AT&T additional charges for any additional connectivity options it selects. Pricing for this one-time fee and for the additional connectivity options are set forth in ACC Sales Information and/or the Portal.

4. ACC Plans. ACC Plans set forth on the Portal are available to Customer in connection with ACC.

4.1 Monthly Service Charge Discount. The Monthly Service Charge Discount is <u>not</u> available on ACC Plans.

4.2 ACC Wireless Data Service Plans. Except for pricing, ACC Wireless Data Service Plans are subject to the AT&T Data Rate Plans Sales Information. Pricing for ACC Wireless Data Service Plans including, without limitation, activation fees, SIM fees, and Monthly Service Charges, is set forth at the Portal and in corresponding Sales Information.

4.2.1 Limitations. ACC Wireless Data Service Plans and the associated Number cannot be suspended and resumed. ACC Wireless Data Service Plans do not support certain features (including, but not limited to, tethering, Enterprise Paging and AT&T Wi-Fi service). Optional Wireless Data Service features are subject to (i) Equipment compatibility limitations, (ii) ACC availability limitations, and (iii) applicable feature charges. Activations on Equipment commonly known as "tablets" require an ACC Wireless Data Service Plan with at least 2GB, and Activations on Equipment commonly known as "laptops" require an ACC Wireless Data Service Plan with at least 5GB.

4.3 ACC Voice Service Plans. Except for pricing, ACC Voice Service Plans are subject to the AT&T Nation Sales Information. Pricing for ACC Voice Service Plans including, without limitation, activation fees, SIM fees, and Monthly Service Charges, is set forth at the Portal and in corresponding Sales Information.

4.3.1 Limitations. An ACC Voice Service Plan may only be activated (i) as an add-on to an ACC Wireless Data Service Plan and (ii) on Equipment that supports both Wireless Data Service and Voice Service. An ACC Voice Service Plan <u>cannot</u> be activated alone on

Equipment. If an ACC Wireless Data Service Plan is deactivated, then any corresponding ACC Voice Service Plan on the Equipment is also automatically deactivated and the associated Number is released. ACC Voice Service Plans and the associated Number cannot be suspended and resumed. ACC Voice Service Plans do not support certain features (including, but not limited to, Push To Talk, OfficeReach™, Enterprise Paging, AT&T® World Traveler, and Rollover® Minutes). Optional Voice Service features are subject to (i) Equipment compatibility limitations, (ii) ACC availability limitations, and (iii) applicable feature charges.

5. ACC Management.

5.1 Ordering SIMs. Customer may purchase SIMs from AT&T through the Portal at the prices set forth at the Portal and/or the Sales Information.

5.2 Plan Choice and Activations. Using the Portal, Customer will select an ACC Wireless Data Service Plan and, if applicable, an ACC Voice Service Plan for each SIM it orders. Each SIM is shipped in a "test ready" state that allows SIMs to establish data connections. Each such SIM includes 20KB of free test data. Once this initial 20KB of data is used, the SIM automatically moves to Customer's pre-selected Plan.

5.3 Initial Number Assignment and Subsequent Orders. 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; provided, however, that such action is subject to (i) the availability of SIMs and Numbers, (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.

5.4 Activation and Deactivation Requests.

5.4.1 Requests. Customer may request 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 ACC Plan, the place of primary use, 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.

5.4.2 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. Activations and 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.

5.4.3 Plans. Customer may only activate SIMs on the ACC Plans posted on the Portal.

5.4.4 Limitations.

5.4.4.1 Applications. Any and all applications used by Customer with ACC must first pass all certification testing standards established by AT&T, as they may be modified from time to time.

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

5.4.4.3 Activation Denials. AT&T reserves the right to deny an Activation if the corresponding Number or Equipment appears on AT&T's "service-deny" lists for one of a variety of reasons, including cases where the Equipment 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.

5.5 Equipment and SIMs.

5.5.1 Generally. Customer must purchase all SIMs for use with ACC from AT&T through the Portal. Customer may not purchase SIMs from any third party with respect to ACC. All Equipment for use with ACC must be certified for use on AT&T's Network.

5.5.2 Duty to Protect. Customer is responsible for safeguarding its Equipment and such Equipment's 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.

5.5.3 Order Limitations. Customer may only purchase 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 SIMs that may reasonably be used for Activations. AT&T may limit or cancel sales of 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.

5.5.4 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.

5.5.5 No Third-Party SIMs and/or Equipment. Customer may not purchase SIMs and/or Equipment for use with ACC from any source not approved by AT&T, even if the SIMs or Equipment originally came from AT&T. Customer may not use SIMs purchased from any party not authorized by AT&T in any Equipment 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.

5.5.6 Return of SIMs. Upon the expiration or termination of the Agreement, Customer may promptly return all un-activated, undamaged, new SIMs in their original packaging in increments of 500 at Customer's expense that it has in inventory as of the date of such expiration or termination. AT&T will refund to Customer amounts paid for SIMs returned in such manner.

6. Simplified Billing. AT&T will provide Customer with a separate ACC Invoice each month. Additional billing detail will be available to Customer via the Portal.

7. Additional Connectivity Options. Additional connectivity options are available to Customer at an additional charge. The charges for these connectivity options are set forth in the applicable Sales Information and/or the Portal. Additional terms apply for two of these connectivity options, as set forth below in §§7.1 and 7.2.

7.1 CPE (Customer Premises Equipment) VPN Set-Up – Rack Mount Routers ("CPE/VPN Set-Up"). As a condition to using the CPE/VPN Set-Up, two AT&T-owned VPN

routers will be provided and pre-configured by AT&T (or its third party vendor) to work with the third-party data centers which support ACC, and Customer will limit all use of the services using these routers for ACC. While the CPE/VPN Set-Up is being provided, these AT&T routers (a) will only be used to facilitate use of ACC; (b) will be managed remotely; (c) will permit only AT&T or its vendor to have access to the root administration of these routers; and (d) may be supported through the corresponding manufacturer at AT&T's discretion. The routers and the services offered in connection with the CPE/VPN Set-Up are provided "as is" without any express or implied warranty, and AT&T disclaims all liability associated with their use. Customer is responsible for any liability, loss or theft of, to or relating to the routers. Upon termination or expiration of the Agreement or the corresponding PA, Customer will either return the AT&T routers in good condition and repair at its expense, or promptly reimburse AT&T for their cost as determined by AT&T.

7.2 COAM (Customer Owned and Maintained) VPN Set-Up ("COAM Set-Up"). As a condition to using the COAM Set-Up, Customer will supply two VPN routers to work with AT&T's data centers, in either supported model:

- Cisco 891 (rack mountable)

Routers will be configured according to AT&T specification for connection to ACC Service. Routers may need to be shipped to AT&T location for configuration. If shipping is required, Customer will pay reasonable shipping and handling costs.

Customer will limit all use, and access of these routers to facilitate the use of ACC Service by Customer. Unless Customer incorporates these routers into its system facilities (that is, provides appropriate space, power and connectivity, assigns address space and points to a new route) solely for use with ACC Service within 60 days of Effective date, then AT&T reserves the right to withdraw support for the COAM Set-Up.

During the term of the Agreement or PA, Customer will manage these routers; will have sole access to the root administration of these routers consistent with AT&T specification and will provide support for these routers. Customer is responsible for maintaining software updates, configuration, and availability of the routers and associated Network, including Network monitoring on the router. AT&T disclaims all liability associated with the router use. Customer is responsible for any loss or theft of routers or information from routers.

If SMPP traffic is desired, Customer must implement a VPN for SMPP encrypted traffic.

8. Training and Technical Support.

8.1 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.

8.2 Tier-One Technical Support. AT&T will not provide Tier-One technical support to Customer or its End Users with respect to ACC. Customer must maintain and staff a centralized information technology help-desk or a dedicated internal care group to manage Tier-One technical support for ACC. Customer's CRUs on ACC Service will not be able to access AT&T's Customer Care by dialing 611. Customer agrees to advise each CRU on ACC Service that he or she is not to call AT&T's Customer Care at 611 regarding ACC Service and/or the Equipment.

8.3 Tier-Two Technical Support. AT&T will provide Tier-Two technical support to Customer in connection with ACC. 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. AT&T will work with Customer's designated, single point of contact for such support, and will not provide Tier-Two technical support directly to individual 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.

9. 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.

10. Miscellaneous.

10.1 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 will incur no liability to Customer for Number shortages.

10.2 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.

10.3 Service Technology Disclosures. Customer may not initially activate new 2G Equipment on Service. All Equipment activated must contain a radio module that is activated on AT&T's 3G, LTE or later technology Networks. AT&T's 2G Network will no longer be available after December 31, 2016 or by such other national 2G Network retirement date that AT&T provides to Customer by written notice, and that any 2G Equipment still in use as of such retirement date will no longer be able to communicate using AT&T's Network. AT&T is not obligated to maintain any particular technology, and AT&T may reduce or terminate Network technologies at any time in its sole discretion. AT&T will provide Customer twelve (12) months prior written notice of its intention to (i) terminate a significant wireless technology on a nationwide basis, or (ii) prohibit future activations or reactivations of SIMs using a particular wireless technology on a nationwide basis. Services provided by roaming carrier Networks may be reduced or terminated on a different schedule with or without prior notice. Customer may terminate ACC Service for a particular piece of Equipment without penalty and any minimum purchase requirements will be equitably adjusted, to the extent that AT&T or its roaming carriers no longer provide the technology on which affected the Equipment operates. For purposes of this Section, (i) "2G" means wireless Services which use any of GPRS (General Packet Radio Services), GSM (Global Services Mobile) or EDGE (Enhanced Data GPRS Evolution) technologies, (ii) "3G" means UMTS/HSPA (Universal Mobile Telecommunications System/High Speed Packet Access) technologies, and (iii) "LTE" means wireless services which use Long Term Evolution technology, also known as 4G LTE.

10.4 International Roaming. ACC Service is not permitted to be used for international roaming, except on a rare and incidental basis. If AT&T determines, in its sole discretion, that Customer is utilizing international roaming more frequently than on a rare and incidental basis, then AT&T may terminate such international roaming with or without notice. With respect to any international roaming that may occur, Customer: (a) will not characterize the services or Equipment it provides to third parties as involving the sale, resale or provision of wireless services, advertise that it is selling or providing wireless service, or charge its customers separately for wireless service;

(b) will obtain and hold any necessary licenses or authorizations to operate its business using the Service, and will comply with any laws and regulations relating thereto; and (c) will provide AT&T with all assistance reasonably required to enable AT&T to comply with requests or requirements of a roaming carrier, regulator, or other governmental body relating to Customer's use of international roaming.

10.5 Withdrawal of ACC. AT&T may withdraw availability of ACC on six (6) months advance written notice. If AT&T withdraws ACC then AT&T may at its option continue to provide AT&T Service to deployed Equipment and SIMs using alternative service delivery platforms, at the same prices, terms and conditions specified herein.

10.6 Definitions. Capitalized terms in this Attachment have the meanings ascribed to them elsewhere in the Agreement and as set forth in this section.

10.6.1 ACC and AT&T Control Center mean an expedited means for Customer to order and purchase SIMs and self-initiate Activation and Deactivation of ACC Service for itself and/or its CRUs, all as described in this Attachment.

10.6.2 ACC Invoice means a consolidated, electronic monthly invoice for all ACC Service usage, together with a simplified printed bill aggregating usage across all Equipment including, without limitation, a statement of the total amount due and owing.

10.6.3 ACC Management means Customer's ability to order, Activate, and Deactivate Numbers on Equipment on ACC Service.

10.6.4 ACC Plans means ACC Voice Service Plans and ACC Wireless Data Service Plans, collectively.

10.6.5 ACC Service means either (i) Wireless Data Service provided in connection with ACC Wireless Data Service Plans; or (ii) Wireless Data Service provided in connection with an ACC Wireless Data Service Plan and an ACC Voice Service Plan.

10.6.6 ACC Voice Service Plan means a Voice Service Plan available in connection with ACC as set forth on the Portal.

10.6.7 ACC Wireless Data Service Plan means a Wireless Data Service Plan available in connection with ACC as set forth on the Portal.

10.6.8 Activation means the activation of a Number associated with a piece of Equipment on an ACC Plan in connection with ACC.

10.6.9 Deactivation means modification or deactivation of a Number associated with a piece of Equipment on an ACC Plan in connection with ACC.

10.6.10 Equipment means a UMTS, HSPA and/or LTE compatible Equipment used by Customer and/or a CRU to originate or receive wireless 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.

10.6.11 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.

10.6.12 **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").

10.6.13 **Network** means those integrated mobile switching facilities, servers, cell-sites, connections, billing systems and other related facilities used to provide ACC Service in an area.

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

10.6.15 **SIM** means Subscriber Identity Module, the specially programmed microchip inserted into a piece of Equipment that (a) encrypts transmissions and identifies the user to the mobile Network, and (b) provides Network tracking, registration, and authentication services.

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

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