

(v5/25/08)

Wireless Data Service Terms and Conditions

I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH WIRELESS DATA SERVICES AND WIRELESS CONTENT.

AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. An activation fee of up to \$36 may apply to each new data line. Compatible data-enabled wireless device required.

Usage/Billing: Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and

are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on the AT&T's wireless network are 40¢ per minute and 69¢ per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan.

Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. If your usage of the Services on other carriers' wireless networks ("offnet usage") during any two consecutive months exceeds your offnet usage allowance, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 6 megabytes or 20% of the kilobytes included with your plan and for messaging plans the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands.

International Roaming: See att.com/wirelessinternational or dial 1-866-246-4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including

iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States.

Cancellations/Early Termination Fee: An Early Termination Fee of \$175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. **For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete.** You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement.

Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or

voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever.

Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally**

acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies.

Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

Changes to the terms and conditions: These terms and conditions may be changed from time-to-time. AT&T will post the most current version of these terms and conditions at att.com/MediaTerms or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.

Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information.

Intellectual Property: All trademarks, service marks and trade names used on or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners.

II. ADDITIONAL TERMS FOR SPECIFIC WIRELESS DATA SERVICES

TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

UNLIMITED MOBILE TO MOBILE MESSAGING

Includes unlimited text, picture, and video messages between AT&T's wireless customers sent or received while on the AT&T owned wireless network. Instant Messages and any other usage not expressly included herein will be debited from your package's messaging allowance. A subscription to one of the current Message Packages, MEdia Bundles or Max Bundles is required.

DIRECTBILL SERVICE

DirectBill enables you to bill third party content or services on your wireless bill. Use of the DirectBill service constitutes consent to these terms and conditions. There is no charge for creating a AT&T DirectBill account and DirectBill is available to you automatically as a subscriber. **Charges and Payment:** You will be charged monthly on your AT&T wireless bill for all transactions entered into during the previous billing period using the DirectBill service. If you authorize others to use your payment information, you are liable for charges they incur. You have full-time access to your transaction history by logging into att.com/db and selecting "Review My Account." You may contest charges and seek refunds for purchases with which you are not satisfied. AT&T reserves the right to restrict the use of the Direct Bill service or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses the DirectBill service. Prepaid/GoPhone customers: Transactions will be debited from your account balance at the time of the transaction. If there are

insufficient funds in your account at the time of the transaction, you will not be able to complete your purchase or receive the requested services.

RINGTONES/GRAPHICS/GAMES/COOL TOOLS/ALERTS

Actual ringtone, graphics, game or Cool Tools may vary based on the handset capabilities.

Ringtones, graphics, games, Cool Tools, and alerts may be delivered in multiple messages.

Ringtone, graphic, game, and Cool Tool charges are incurred at the stated one-time download rate or subscription rate, plus a kilobyte charge for the content transport when delivered. You will be charged each time you download ringtones, graphics, games, and Cool Tools. Usage charges apply to play multi-user games against other wireless users or the server.

AT&T SOUNDS TONE CLUB

Your enrollment gives you the option to receive text messages each week on music trivia, news and more. Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones and graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones & graphics are 1 credit. Unused credits expire at the end of each 30 day period. The 30 day period is not necessarily equivalent to a calendar month end or the billing cycle. You may terminate your subscription at any time by texting the word "STOP" to 7225. Any remaining credits will be available for the remainder of your subscription billing cycle. Savings claim based on price of Music Tones. Ringtone and graphics provided by independent providers.

MOBILE EMAIL

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received (in kilobytes) in accordance with your MEdia Net service. E-mail attachments can not be sent, downloaded, read, or forwarded on the mobile device. Only a paper clip icon appears indicating an attachment. You must view attachments from your PC. Upgrades to the application may be required in order to continue to use the service. Wireless data usage charges will apply for downloading the application and any upgrades.

CV

Not available in all areas and not available when off the AT&T-owned network. 3G phone and eligible wireless data plan required. Depending on selected data plan, eligible wireless voice plan may also be required. Monthly subscription to a package that includes high data allowance highly recommended. Customers not subscribed to a package that includes high data allowance will incur significant charges to view CV clips. Video clips are not available for download. CV is charged at

stated monthly subscription rates or at stated pay per view rates. CV provided by a monthly subscription rotates as appropriate for the service and is subject to withdrawal in the provider's sole discretion. CV provided on a pay per use basis can be viewed an unlimited number of times for 24 hours. CV is for individual use only and not for resale. No content may be captured or forwarded. Some CV content may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. All screen images are simulated.

DATACONNECT PLANS

DataConnect plans may ONLY be used with AT&T-certified LaptopConnect (PC Data) Cards and eligible AT&T-certified customer owned and maintained (COAM) devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **The parties agree that AT&T has the right to impose additional charges if you use more than 5 gigabytes in a month. Prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your service.**

PDA/BLACKBERRY PLANS

PDA/BlackBerry plans may ONLY be used with AT&T-certified RIM BlackBerry devices, and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). Data Services sold for use with AT&T RIM BlackBerry devices, and PDAs may not be used with other devices, including but not limited to, Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

PDA/BLACKBERRY PLANS WITH TETHERING

PDA/BlackBerry plans with Tethering may ONLY be used with AT&T-certified RIM BlackBerry devices and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). PDA/BlackBerry plans with Tethering may be used to tether such PDA and BlackBerry devices to a Personal Computer. **The parties agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month. Prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your service.**

BLACKBERRY PERSONAL

Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. May not be used to access corporate email; use with Mail Connector and/or BlackBerry Enterprise Server prohibited.

XPRESS MAIL SERVICE

Eligible data plan required. Not available with DataConnect plan activation on LaptopConnect card. You may cancel Xpress Mail at any time. You will be billed for all usage up to cancellation of Xpress Mail. Measured usage will be charged as specified in your plan. Xpress Mail leverages point-to-point secure encryption, using the following technologies: AES and SSL. AT&T provides devices that support both AES and SSL. AT&T encrypts and stores your email address and password to enable delivery of your email to your device.

ENTERPRISE EMAIL

Eligible data plan and device required. Terms may vary depending on selected Enterprise Email solution.

BLACKBERRY CONNECT

May be used with BlackBerry Enterprise Server™ for corporate access (behind the firewall) to Microsoft® Exchange and Lotus Domino email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service™ (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Mail Connector is not supported.

BLACKBERRY ENTERPRISE AND BLACKBERRY INTERNATIONAL

May be used with BlackBerry Enterprise Server™ for corporate access (behind the firewall) to Microsoft Exchange, Lotus Domino and Novell® GroupWise email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Individual access to Microsoft Exchange and Lotus Domino requires Mail Connector software, which can be downloaded from att.com/blackberrystart (BIS setup site). Tethered plan requires AT&T Communication Manager 5.2 or higher and BlackBerry Handheld software 4.1 or higher. BlackBerry International requires a minimum one-year agreement and you must remain on eligible BlackBerry International plan for a minimum one-year term.

GOOD

Requires compatible Good Server and, with respect to each end user, a compatible Good Client Access License (CAL) for use with an eligible AT&T Good plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services. In the event you cease to be an employee of your company, or if your company ceases to support your Good Client Access License, you may migrate to another AT&T data plan for which you qualify.

MICROSOFT DIRECT PUSH

Requires Microsoft Exchange 2003 Server with Service Pack 2 and, with respect to each end user, a compatible device operating on a Windows Mobile 5 platform (with Message Security Feature Pack) and an email account enabled with Direct Push. Plans include end user and IT help desk customer support from AT&T for Windows Mobile 5 and device side ActiveSync issues. AT&T does not sell, supply, install or otherwise support Microsoft software, products or services (including without limitation, Exchange and Direct Push). In the event you cease to be an employee of your company, or if your company ceases to support a compatible Exchange Server, you may migrate to another AT&T data plan for which you qualify.

DATA GLOBAL ADD-ON

May only be used with eligible AT&T-certified devices. Domestic data usage not included. Qualified domestic wireless data plan required. Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Eligible wireless voice plan is required. If combined with a wireless voice plan that includes international voice roaming, your international wireless voice roaming in countries included in the Global Data Add-On's Select International Roam Zone will be limited to the participating Canada/international wireless carriers and you will be restricted from voice roaming through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international voice roam zones. Requires minimum one-year agreement and you must remain on an eligible Data Global Add-On, for a minimum one-year term.

DATACONNECT GLOBAL PLANS

Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any nonparticipating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on an eligible DataConnect Global plan for a minimum one-year term. Voice access is restricted and prohibited.

DATACONNECT NORTH AMERICA PLAN

Available countries, coverage and participating international wireless carriers included in the "Select Canada/Mexico Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico. See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. Under this plan, you will be restricted from accessing Service through any non-participating Canada/Mexico wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on eligible DataConnect North America plan for a minimum one-year term. Voice access is restricted and prohibited.

POOLED DATA CONNECT PLANS

Pooled Data Connect Plans ("Pooled Plans") available only to customers with a qualified AT&T business or government agreement for wireless services ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). Consolidated billing is required. WIN Advantage® may also be required. Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool". To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed

the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceeds the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Over Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage®. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled Data Connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a Pool.