PRIVATE MOBILE CONNECTION (formerly COMMERCIAL CONNECTIVITY SERVICES (CCS)) -- MPLS INTERCONNECT ATTACHMENT

Last Revised 12/20/17

1.   Private Mobile Connection – MPLS Interconnect. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide PRIVATE MOBILE CONNECTION – MPLS Interconnect to Customer. PRIVATE MOBILE CONNECTION – MPLS Interconnect is intended for use with AT&T VPN Service.

2.   Definitions. In addition to the defined terms found elsewhere in the Agreement, the following definitions apply to PRIVATE MOBILE CONNECTION – MPLS Interconnect.

2.1   "Activation Date" means that date on which data is capable of traversing the PRIVATE MOBILE CONNECTION – MPLS Interconnect.

2.2   "APN" means Access Point Name.

2.3   "AT&T Virtual Private Network" and "AT&T VPN" mean the MPLS-based virtual private network service described in the AT&T Business Services Guide for AT&T VPN Service found at http://new.serviceguide.att.com.

2.4   "AT&T VPN Components" means the facilities and service components between Customer's FES and the AT&T wireless network including, without limitation, the AT&T VPN port, the AT&T VPN MPLS VPN, and the MPLS Interconnect necessary to provide PRIVATE MOBILE CONNECTION – MPLS Interconnect.

2.5   "PRIVATE MOBILE CONNECTION – MPLS Interconnect" means the logical connection between Customer's AT&T VPN and AT&T's wireless network using AT&T VPN in accordance with the terms and conditions of this Attachment.

2.6   "Connection Right" means the right to connect to AT&T's wireless network through a PRIVATE MOBILE CONNECTION – MPLS Interconnect.

2.7   "FES" means Customer's fixed end system that includes, but is not limited to, Customer's host, server or gateway system that hosts the Customer's enterprise applications and specialized databases.

2.8   "Host Application" means a software or other enterprise application Customer intends to use in connection with PRIVATE MOBILE CONNECTION – MPLS Interconnect.

2.9   "Internet" means a network connecting many computer networks based on a common addressing system and communication protocol.

2.10   "IP" means Internet Protocol.

2.11   "IP Charge" or "IP Charges" means the monthly charges payable by Customer in connection with public static IP addresses or public dynamic IP addresses more fully described in §6.3 of this Attachment.

2.12   "kbps" means kilobits per second.

2.13   "Mbps" means megabits per second

2.14   "MPLS" means multi-protocol label switching.

2.15 **"MPLS Interconnect"** means an MPLS based virtual connection between the AT&T Mobility network and the customer's AT&T VPN instance.

2.16 **"MPLS Interconnect Monthly Service Charge" or "MPLS Interconnect Monthly Service Charges"** means the monthly charges payable by Customer in connection with PRIVATE MOBILE CONNECTION – MPLS Interconnect more fully described in §6.2 of this Attachment.

2.17 **"Order Due Date"** means a date approximately thirty (30) calendar days after AT&T formally places the order to establish the MPLS Interconnect.

2.18 **"Proxy Mobile IP" or "PMIP" means the service provided to wireless router devices utilizing the proxy mobile IP protocol as defined by RFC5213 and RFC5844 Internet standards.**

2.19 **"Premises"** means Customer's facility where the FES is located.

2.20 **"Set-Up Charge" or "Set-Up Charges"** means the set-up and connection charges payable by Customer and related to PRIVATE MOBILE CONNECTION – MPLS Interconnect, SMPP Connection, IP addresses, and/or custom APN, all as more fully described in §6.1 of this Attachment.

3. **Connection Right and Limitations.**

3.1 **Connection Right.** Subject to the limitations set forth in §3.2, AT&T hereby grants Customer a Connection Right for use with one or more Host Applications.

3.2 **Limitations.**

3.2.1 The Connection Right is for a single PRIVATE MOBILE CONNECTION – MPLS Interconnect; provided, however, Customer will receive, at no additional Set-Up Charge, a backup Connection Right for a second PRIVATE MOBILE CONNECTION – MPLS Interconnect if Customer orders the backup PRIVATE MOBILE CONNECTION – MPLS Interconnect together with the primary PRIVATE MOBILE CONNECTION – MPLS Interconnect. (Additional IP Charges may still apply to the backup PRIVATE MOBILE CONNECTION – MPLS Interconnect.) If Customer (a) declines to order a backup PRIVATE MOBILE CONNECTION – MPLS Interconnect when ordering the primary PRIVATE MOBILE CONNECTION – MPLS Interconnect or (b) orders one or more PRIVATE MOBILE CONNECTION – MPLS Interconnects to supplement its primary and backup PRIVATE MOBILE CONNECTION – MPLS Interconnects, then Customer must pay an additional Set-Up Charge and, as applicable, additional IP Charges for each additional PRIVATE MOBILE CONNECTION – MPLS Interconnect. Customer acknowledges that, if there is a failure of the primary PRIVATE MOBILE CONNECTION – MPLS Interconnect and Customer does not have a backup PRIVATE MOBILE CONNECTION – MPLS Interconnect, Customer's End Users will not be able to connect to Customer's network or send data to, or receive data from, the Host Application.

3.2.2 The Host Application must be used solely in connection with the transmission of Customer's data to and from Customer's End Users using Service.

3.2.3 Customer must not offer, resell or otherwise make the Connection Right available to third parties.

3.2.4 The Connection Right is not exclusive.

3.2.5 Traffic originating from Customer's network may only be addressed to specified IP address ranges of its Equipment, or to Customer configured network addresses connected behind its equipment if Customer has ordered the optional Proxy Mobile IP (PMIP) feature. Traffic addressed to any other destinations will be silently discarded by AT&T's wireless network.

3.2.6 The Connection Right must not be used to send SMS messages, and no data or other content may be passed via an SMS message, either from a Host Application to an End User's Equipment or from an End User's Equipment to a Host Application; provided, however, that Customer may use the Connection Right to send SMS messages solely as a signal to activate an End User's Equipment.

3.2.7 Customer must only use equipment that meets quality standards set by the Federal Communications Commission and is certified by AT&T in advance of use. Customer agrees that AT&T has the absolute right to approve or disapprove any equipment used.

3.2.8 Not all AT&T VPN service capabilities, service level agreements, or features are available or interoperate with PRIVATE MOBILE CONNECTION-MPLS Interconnect.

4. Customer's Responsibilities.

4.1 Obtain AT&T VPN from AT&T. Prior to the Order Due Date, Customer must have ordered and installed AT&T VPN at its Premises. Customer understands that the product described in this Attachment – PRIVATE MOBILE CONNECTION–MPLS Interconnect – only provides the MPLS connectivity linking AT&T's wireless data center to such AT&T VPN.

4.2 Host Applications.

4.2.1 Host Application Responsibility. Customer must, at its own expense, develop, procure, implement and/or operate any and all Host Applications.

4.2.2 Host Application Approval. Customer acknowledges and agrees that deployment of PRIVATE MOBILE CONNECTION – MPLS Interconnect is subject to AT&T's review and approval of Customer's Host Applications. Customer must submit a written request for approval by AT&T prior to any modification of the network traffic profile or the addition of a new Host Application. In the event Customer modifies a Host Application without AT&T's prior written approval, or adds additional Host Applications or features to existing Host Applications without an AT&T approved customer order form for such modifications or additions, AT&T may immediately suspend or terminate the Connection Right.

4.2.3 Host Application Testing. AT&T reserves the right, but not the obligation, to test any Host Application prior to the initial connection or any time during the term of the Attachment to confirm that such Host Application is in compliance with the terms and conditions of the Agreement and this Attachment.

4.3 Custom APN and IP Addresses. Customer acknowledges and agrees that it must have a custom APN and either public static IP addresses, private static IP addresses, public dynamic IP addresses or private dynamic IP addresses in connection with PRIVATE MOBILE CONNECTION – MPLS Interconnect.

4.4 Technical Information. When requested to do so by AT&T, Customer will submit in writing to AT&T technical information concerning Host Applications, including if applicable (i) any name of the middleware product to be used in connection with the applicable software and/or service, (ii) the middleware options that the application software and/or service is using (where multiple communications options are supported in such middleware), (iii) the actual or projected average message size (uplink and downlink) submitted to the middleware by the application software and/or

service, (iv) on a per user basis, the actual or projected average number of messages, uplink and downlink, submitted to the middleware by the application software and/or service per peak user hour, and (v) the application software's retry algorithm for addressing situations where transmission of messages has been aborted by the middleware or for which an application software level response time, uplink or downlink, has been exceeded. Customer agrees AT&T has the right at any time, but not the obligation, to audit Customer's Host Applications with regard to its interactions on the AT&T wireless network. If AT&T determines that use of a Host Application is or may be detrimental to the AT&T wireless network or may have a detrimental effect upon service levels experienced by other users of the AT&T wireless network, Customer will modify the same as required by AT&T at Customer's expense and AT&T has the right, but not the obligation, to suspend the applicable Connection Right granted herein, until such time as the modifications requested by AT&T have been accepted by AT&T and implemented by the Customer.

4.5   Connectivity Guides. If Host Applications do not comply with the PRIVATE MOBILE CONNECTION Reference Guide, or in the case of SMS push via SMPP protocol, the PRIVATE MOBILE CONNECTION SMS Push ESME Guide, both of which are incorporated herein by reference, then AT&T may terminate the applicable Connection Right and/or terminate Service to any End Users. Customer should contact its AT&T sales representative for copies of both Guides.

4.6   Security. Customer is solely responsible for maintaining security for connectivity between Customer's network and AT&T's wireless network. Customer must comply with all reasonable security requirements and procedures established by AT&T and provided to Customer, and must use an industry standard virus protection program on all networks that Customer maintains that may be accessed by PRIVATE MOBILE CONNECTION– MPLS Interconnect. All corresponding interconnections are subject to and will go through the appropriate AT&T firewall. If AT&T believes that a connection is insecure, a logical or physical audit may occur. AT&T will gather information relating to Customer's access to AT&T's wireless network, systems or applications. This information may be collected, retained, and analyzed to identify potential security risks. Customer understands and agrees that AT&T may suspend or terminate PRIVATE MOBILE CONNECTION – MPLS Interconnect in its sole discretion without notice. In the event of termination or suspension of PRIVATE MOBILE CONNECTION – MPLS Interconnect, Customer will not be responsible for the performance of any obligations pursuant to this Attachment that cannot reasonably be performed without PRIVATE MOBILE CONNECTION – MPLS Interconnect.

4.7   Customer Contact; Test and Turn-Up. Customer must designate a Customer representative ("Customer Contact") with responsibility for assisting AT&T, during a mutually agreeable time and upon reasonable prior notice from AT&T, in the testing and deployment of PRIVATE MOBILE CONNECTION – MPLS Interconnect (the "Test and Turn-Up"). The Customer Contact's responsibilities with regard to Test and Turn-Up include, among other things: (a) validating failover functionality (if an optional backup PRIVATE MOBILE CONNECTION – MPLS Interconnect has been ordered), (b) validating that the PRIVATE MOBILE CONNECTION – MPLS Interconnect works properly and permits access to Customer's network and the Host Application, and (c) authorizing the final deployment of the PRIVATE MOBILE CONNECTION – MPLS Interconnect. The PRIVATE MOBILE CONNECTION – MPLS Interconnect will not be operational until the Customer Contact has participated in and approved all aspects of the Test and Turn-Up.

4.8   Liability. Notwithstanding anything in the Agreement (including this Attachment) to the contrary and without limitation as to the nature or amount of damages, Customer will be liable for all loss, costs and damages caused to AT&T's wireless network or other AT&T facilities through PRIVATE MOBILE CONNECTION – MPLS Interconnect.

5.   AT&T's Responsibilities. AT&T will establish and facilitate PRIVATE MOBILE CONNECTION – MPLS Interconnect that will connect Customer's AT&T VPN to AT&T's wireless network in accordance with the terms and conditions of this Attachment. Once Customer places a formal order with AT&T for PRIVATE MOBILE CONNECTION – MPLS Interconnect, AT&T will formally place an order to establish the corresponding Interconnect. AT&T will notify Customer in writing of the corresponding Activation Date.

6.   Charges. Customer must pay AT&T the applicable Set-Up Charges, MPLS Interconnect Monthly Service Charges, IP Charges and other charges set forth in this §6.

6.1   Set-Up Charges. PRIVATE MOBILE CONNECTION – MPLS Interconnect Set-Up Charge

PRIVATE MOBILE CONNECTION – MPLS Interconnect Set-	$1,995.00
SMPP Set-Up Charge (GPRS Wake-Up Only)	$1,995.00
Static IP Address Set-Up Charge (Per Pool Set-Up Instance)	$500.00
Custom APN Set-Up Charge	$500.00

6.2   MPLS Interconnect Monthly Service Charges.

Speed (Mbps)	MPLS Monthly Service	Speed (Mbps)	MPLS Monthly Service
0.512	$166	70	$2,124
1	$193	80	$2,287
1.5	$195	90	$2,494
2	$250	100	$2,683
3	$310	150	$3,983
4	$351	200	$5,140
5	$437	250	$6,047
6	$463	300	$6,660
7	$499	400	$7,886
8	$540	450	$8,499
9	$580	500	$9,112
10	$610	600	$10,336
20	$839	700	$13,029
30	$1,114	800	$14,224
40	$1,344	900	$15,497
50	$1,605	1000	$16,723
60	$1,873		

6.3   IP Charges.

6.3.1   Static IP Addresses. Customer must pay AT&T a monthly IP Charge of $3.00 per public static IP address provided by AT&T. Public Static IP addresses are only available pursuant to written agreement with AT&T.

6.3.2   Dynamic IP Addresses. Customer must pay AT&T a monthly IP Charge of $3.00 per public dynamic IP address provided by AT&T for each such public dynamic IP address in excess of 5,000.

6.4   Other Charges.

6.4.1   Termination Charge. If Customer terminates PRIVATE MOBILE CONNECTION – MPLS Interconnect or otherwise disconnects its PRIVATE MOBILE CONNECTION – MPLS Interconnect connection within six (6) months of the Activation Date for any reason other than a breach by AT&T, in addition to any other charges payable under the Agreement, Customer must pay

AT&T a PRIVATE MOBILE CONNECTION – MPLS Interconnect early termination charge equal to $25 per PVC.

   6.4.2 Order Cancellation Charge. If Customer cancels its order for PRIVATE MOBILE CONNECTION – MPLS Interconnect before the Order Due Date, it must pay AT&T a fee of $550 for each PRIVATE MOBILE CONNECTION – MPLS Interconnect cancelled.

   6.4.3 Order Due Date Delay Charge. Customer must pay $550 per each PRIVATE MOBILE CONNECTION – MPLS Interconnect if any of the following occurs: (a) Customer requests a delay in the Order Due Date; and/or (b) Customer has not met any and all of its obligations under §4 of this Attachment.

   6.4.4 Expedited Order Due Date Charge. Customer must pay $800 for each PRIVATE MOBILE CONNECTION – MPLS Interconnect if Customer requests and receives an expedited Order Due Date. Not all Order Due Dates can be expedited.

   6.4.5 Order Change Charge. Customer must pay $125 for each PRIVATE MOBILE CONNECTION – MPLS Interconnect if Customer initiates either of the following actions between the time the PRIVATE MOBILE CONNECTION – MPLS Interconnect order is placed by Customer and the Activation Date: (a) upgrades the speed of connection; or (b) downgrades the speed of connection.

7. Support. AT&T will provide Customer PRIVATE MOBILE CONNECTION – MPLS Interconnect support through a toll free number to the applicable Customer Care representative twenty-four (24) hours per day, seven (7) days a week.

8. Warranty Disclaimer. FOR PURPOSES OF WARRANTIES AND CORRESPONDING DISCLAIMERS UNDER THE AGREEMENT, "SERVICE" INCLUDES THE CONNECTION RIGHT AND ALL SERVICES PROVIDED IN CONNECTION WITH PRIVATE MOBILE CONNECTION – MPLS Interconnect.

9. 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. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement with respect to the subject matter of this Attachment, the terms and conditions of this Attachment control but only with respect to PRIVATE MOBILE CONNECTION – MPLS Interconnect.