1. AT&T Messaging Toolkit. AT&T Messaging Toolkit is an internet website solution used for messaging and related SMS, MMS, e-mail, voice, and instant messaging capabilities.

2. Restrictions. Customer is not permitted to use AT&T Messaging Toolkit in any manner not authorized by this Agreement. Customer may not (and Customer agrees not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of AT&T Messaging Toolkit or any portion thereof. Customer may not rent, lease, lend, sell, redistribute, transfer or sublicense AT&T Messaging Toolkit or any portion thereof. Customer agrees AT&T Messaging Toolkit contains proprietary content and information owned by AT&T and/or its licensors/suppliers. AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, AT&T Messaging Toolkit software at any time without notice and will have no liability for doing so. Customer acknowledges AT&T’s AT&T Messaging Toolkit licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

3. AT&T Messaging Toolkit Activation and Deactivation. Customer may order AT&T Messaging Toolkit activations and/or AT&T Messaging Toolkit deactivations by submitting a request form to its AT&T sales representative or AT&T customer care or utilizing appropriate AT&T ordering portals, if qualified. AT&T Messaging Toolkit activations and deactivations occurring mid-month will be charged the full month’s Monthly Service Charge. If customer changes AT&T Messaging Toolkit service plans mid-bill cycle, the change will be recognized as a deactivation of the original plan and an activation of the new plan. AT&T has the right to unilaterally establish policies regarding the length of time between deactivating and reactivating the same Customer account.

3.1 AT&T Messaging Toolkit Features; Additional Terms. AT&T Messaging Toolkit and AT&T Messaging Toolkit features are also subject to the rates, terms and conditions of the AT&T Messaging Toolkit Sales Information, including without limitation AT&T Messaging Toolkit pricing brochure, as may be modified by AT&T from time to time.

4. Service Discounts. AT&T Messaging Toolkit is not eligible for the Service Discount described in the Agreement, nor do AT&T Messaging Toolkit charges contribute to Customer’s MAC or Monthly Volume, as applicable.

5. AT&T Messaging Toolkit Technical Support. AT&T or its suppliers will provide technical support to Customer in connection with AT&T Messaging Toolkit. AT&T will not provide AT&T Messaging Toolkit technical support directly to recipients receiving messages from Customer via AT&T Messaging Toolkit (“Recipients”). Customer cannot instruct its Recipients to call AT&T’s Customer Care by dialing 611 or any other carrier’s customer care center.

6. 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 AT&T Messaging Toolkit.

7. Indemnification. Customer agrees to indemnify, defend and hold harmless AT&T and its collaborators, suppliers and licensors, and their officers, directors, agents and employees (the “Indemnified Parties”) 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 access to or use of
AT&T Messaging Toolkit, including the content or effects of any messages Customer distributes using AT&T Messaging Toolkit; (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 access to or use of AT&T Messaging Toolkit.