

FORM 10-Q

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SYNCHRONOSS TECHNOLOGIES INC - SNCR

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DESCRIPTION

Quarterly report which provides a continuing view of a company's financial position

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2009

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 000-52049

SYNCHRONOSS TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

06-1594540

(I.R.S. Employer
Identification No.)

**750 Route 202 South, Suite 600
Bridgewater, New Jersey**

(Address of principal executive offices)

08807

(Zip Code)

(866) 620-3940

(Registrant's telephone number, including area code)

(Former name, former address, and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Shares outstanding of the Registrant's common stock:

Class
Common stock, \$0.0001 par value

Outstanding at April 30, 2009
30,884,019 shares

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SYNCHRONOSS TECHNOLOGIES, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In thousands, except per share data)

	<u>March 31,</u> <u>2009</u>	<u>December 31,</u> <u>2008</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 68,042	\$ 72,203
Marketable securities	2,186	2,277
Accounts receivable, net of allowance for doubtful accounts of \$218 and \$193 at March 31, 2009 and December 31, 2008, respectively	28,240	25,296
Prepaid expenses and other assets	3,469	3,337
Deferred tax assets	<u>1,061</u>	<u>1,065</u>
Total current assets	102,998	104,178
Marketable securities	4,151	4,283
Property and equipment, net	23,280	17,280
Goodwill	6,652	6,862
Intangible assets, net	3,487	3,580
Deferred tax assets	8,468	8,505
Other assets	<u>629</u>	<u>631</u>
Total assets	<u>\$ 149,665</u>	<u>\$ 145,319</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,621	\$ 2,838
Accrued expenses	7,121	8,640
Lease financing obligations	268	—
Deferred revenues	<u>2,343</u>	<u>1,452</u>
Total current liabilities	11,353	12,930
Long term lease financing obligations	8,540	6,685
Other liabilities	1,379	1,366
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 10,000 shares authorized, 0 shares issued and outstanding at March 31, 2009 and December 31, 2008	—	—
Common stock, \$0.0001 par value; 100,000 shares authorized, 32,882 and 32,878 shares issued; 30,882 and 30,878 outstanding at March 31, 2009 and December 31, 2008, respectively	3	3
Treasury stock, at cost (2,000 at March 31, 2009 and December 31, 2008)	(23,713)	(23,713)
Additional paid-in capital	109,864	107,895
Accumulated other comprehensive income	47	66
Retained earnings	<u>42,192</u>	<u>40,087</u>
Total stockholders' equity	<u>128,393</u>	<u>124,338</u>
Total liabilities and stockholders' equity	<u>\$ 149,665</u>	<u>\$ 145,319</u>

See accompanying consolidated notes.

SYNCHRONOSS TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands, except per share data)

	Three Months Ended March 31,	
	2009	2008
Net revenues	\$ 29,553	\$ 29,110
Costs and expenses:		
Cost of services*	15,199	13,407
Research and development	3,116	2,422
Selling, general and administrative	6,069	5,267
Depreciation and amortization	1,840	1,465
Total costs and expenses	<u>26,224</u>	<u>22,561</u>
Income from operations	3,329	6,549
Interest income	199	857
Interest expense	(51)	(10)
Income before income tax expense	3,477	7,396
Income tax expense	(1,372)	(3,090)
Net income	<u>\$ 2,105</u>	<u>\$ 4,306</u>
Net income per common share:		
Basic	<u>\$ 0.07</u>	<u>\$ 0.13</u>
Diluted	<u>\$ 0.07</u>	<u>\$ 0.13</u>
Weighted-average common shares outstanding:		
Basic	<u>30,696</u>	<u>32,528</u>
Diluted	<u>31,088</u>	<u>33,407</u>

* Cost of services excludes depreciation and amortization which is shown separately.

See accompanying consolidated notes.

SYNCHRONOSS TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2009	2008
Operating activities:		
Net income	\$ 2,105	\$ 4,306
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	1,840	1,465
Deferred income taxes	40	(406)
Stock-based compensation	1,955	1,671
Changes in operating assets and liabilities:		
Accounts receivable, net of allowance for doubtful accounts	(2,944)	1,479
Prepaid expenses and other current assets	(131)	2
Other assets	305	(34)
Accounts payable	(1,217)	(1,079)
Accrued expenses	(1,518)	(2,385)
Tax benefit from stock option exercise	—	(698)
Other liabilities	60	10
Deferred revenues	891	888
Net cash provided by operating activities	<u>1,386</u>	<u>5,219</u>
Investing activities:		
Purchases of fixed assets	(5,638)	(308)
Purchases of marketable securities available-for-sale	(288)	(490)
Maturities and sales of marketable securities available-for-sale	<u>365</u>	<u>1,780</u>
Net cash (used in) provided by investing activities	(5,561)	982
Financing activities:		
Proceeds from the exercise of stock options	14	536
Excess tax benefits from stock option exercises	—	698
Net cash provided by financing activities	<u>14</u>	<u>1,234</u>
Net (decrease) increase in cash and cash equivalents	(4,161)	7,435
Cash and cash equivalents at beginning of year	<u>72,203</u>	<u>92,756</u>
Cash and cash equivalents at end of period	<u>\$ 68,042</u>	<u>\$ 100,191</u>
Supplemental disclosures of cash flow information:		
Cash paid for income taxes	<u>\$ 320</u>	<u>\$ 1,512</u>
Supplemental disclosures of non-cash investing activities:		
Non-cash increase in construction-in-progress and related lease liability	<u>\$ 2,123</u>	<u>\$ —</u>

See accompanying consolidated notes.

SYNCHRONOSS TECHNOLOGIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED (in thousands, except per share data unless otherwise noted)

The consolidated financial statements at March 31, 2009 and for the three months ended March 31, 2009 and 2008 are unaudited, but in the opinion of management include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the results for the interim periods. They do not include all of the information and footnotes required by U.S. generally accepted accounting principles (“GAAP”) for complete financial statements and should be read in conjunction with the consolidated financial statements and notes in the Annual Report of Synchronoss Technologies, Inc. (the “Company” or “Synchronoss”) included in the Company’s annual report on Form 10-K for the year ended December 31, 2008. The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, Synchronoss Technologies UK Ltd., Wisor Telecom Corporation (“Wisor”) and Wisor Telecom India Private Ltd. All significant intercompany balances and transactions are eliminated in consolidation. The Company has no unconsolidated subsidiaries or investments accounted for under the equity method. The results reported in these consolidated financial statements should not necessarily be taken as indicative of results that may be expected for the entire year. The balance sheet at December 31, 2008 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by GAAP for complete financial statements.

1. Description of Business

Synchronoss Technologies, Inc. (the “Company” or “Synchronoss”) is a leading provider of on-demand transaction management platforms that enable communications service providers (CSPs), equipment manufacturers with embedded connectivity (e.g., handsets, mobile internet devices, laptops, cameras, etc.) (EMECs) and other customers to automate subscriber activation, order management and service provisioning from any channel (e.g., e-commerce, telesales, customer stores and other retail outlets, etc.) to any communication service (e.g., wireless, high speed access, local access, Internet Protocol TV, cable satellite TV, etc.) across any device type. The Company’s business model enables delivery of its proprietary solutions over the Web as a service. The Company conducts its business operations primarily in the United States of America, with some aspects of its operations being outsourced to entities located in India and Canada. The Company’s ConvergenceNow® platforms (including ConvergenceNow® Plus+ and InterconnectNow™) provide end-to-end seamless integration between customer-facing channels/applications, communication services, devices and “back-office” infrastructure-related systems and processes. The Company’s customers rely on the Company’s Web-based solutions and technology to automate the process of activating customers while delivering additional communication services, including new service offerings and ongoing customer care. Synchronoss has designed its ConvergenceNow® platforms to be flexible and scalable to enable multiple converged communication services to be managed across multiple distribution channels, including e-commerce, telesales, customer stores and other retail outlets, etc., allowing the Company to meet the rapidly changing and converging services offered by its customers. By simplifying the processes associated with managing the Company’s customers’ subscribers’ experience for ordering and activating services through the use of the Company’s ConvergenceNow® platforms to automate and integrate their disparate systems, Synchronoss enables its customers to acquire, retain, and service subscribers quickly, reliably and cost-effectively.

2. Basis of Presentation

For further information about the Company’s basis of presentation or its significant accounting policies, refer to the financial statements and footnotes thereto included in the Company’s annual report on Form 10-K for the year ended December 31, 2008.

3. Recent Accounting Pronouncements

Impact of Recently Issued Accounting Standards

Staff Position No. 115-2, Financial Accounting Standards (FAS) 124-2 and Emerging Issues Task Force (EITF) 99-20-2, Recognition and Presentation of Other-Than-Temporary Impairments (FASB Staff Position (FSP) 115-2). FSP 115-2 provides new guidance on the recognition of an Other Than Temporary Impairment and provides new disclosure requirements. The recognition and presentation provisions apply only to debt securities classified as available-for-sale and held to maturity.

Proposed Staff Position No. FAS 107-1 and Accounting Principles Board (APB) 28-1, Interim Disclosures about Fair Value of Financial Instruments; an amendment of Financial Accounting Standards Board (FASB) Statement No 107 (FSP 107-1). FSP 107-1 extends the disclosure requirements to FASB Statement No. 107, Disclosures about Fair Value of Financial Instruments (Statement

SYNCHRONOSS TECHNOLOGIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED (Continued)
(in thousands, except per share data unless otherwise noted)

No. 107), to interim financial statements of publicly traded companies. Statement No. 107 requires disclosures of the fair value of all financial instruments (recognized or unrecognized), when practicable to do so. These fair value disclosures must be presented together with the carrying amount of the financial instruments in a manner that clearly distinguishes between assets and liabilities and indicates how the carrying amounts relate to amounts reported on the balance sheet. An entity must also disclose the methods and significant assumptions used to estimate the fair value of the financial instruments.

FASB Staff Position No. FAS 157-4, Determining Fair Value When the Volume and Level of Activity for the Asset or Liability has Significantly Decreased and Identifying Transactions that are Not Orderly (FSP 157-4). FSP 157-4 amends FASB Statement No. 157, Fair Value Measurement, to provide additional guidance on estimating fair value when the volume and level of activity for an asset or liability has significantly decreased in relation to normal market activity for the asset or liability.

Each of the accounting pronouncements listed above is effective after June 15, 2009. The Company is in the process of reviewing the impact of each of the accounting pronouncements listed above but does not expect the adoption of these accounting pronouncements to have a material impact on its consolidated financial statements.

4. Earnings per Common Share

The Company calculates net income per share in accordance with Statement of Financial Accounting Standards (SFAS) No. 128, *Earnings Per Share*. The following table provides a reconciliation of the numerator and denominator used in computing basic and diluted net income attributable to common stockholders per common share. Stock options that are anti-dilutive and excluded from the following table totaled 1,090 and 897 for the three months ended March 31, 2009 and 2008, respectively.

	Three Months Ended March 31,	
	2009	2008
Numerator:		
Net income	\$ 2,105	\$ 4,306
Denominator:		
Weighted average common shares outstanding — basic	30,696	32,528
Dilutive effect of:		
Options and unvested restricted shares	392	879
Weighted average common shares outstanding — diluted	31,088	33,407

5. Comprehensive Income

The components of comprehensive income are as follows:

	Three Months Ended March 31,	
	2009	2008
Net Income	\$ 2,105	\$ 4,306
Foreign currency translation adjustment	(28)	—
Unrealized gain (loss) on securities, net of tax \$5	9	(1)
Net total comprehensive income	\$ 2,086	\$ 4,305

6. Fair Value Measurements of Cash, Cash Equivalents and Marketable Securities

The following is a summary of cash, cash equivalents and marketable securities held by the Company and their related classifications under FAS 157. The Company classifies marketable securities as available-for-sale in accordance with SFAS 115, *Accounting for Certain Investments in Debt and Equity Securities*.

SYNCHRONOSS TECHNOLOGIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED (Continued)
(in thousands, except per share data unless otherwise noted)

	March 31, 2009	December 31, 2008
Level 1 (A)	\$ 68,042	\$ 72,203
Level 2 (B)	6,337	6,560
Total	<u>\$ 74,379</u>	<u>\$ 78,763</u>

(A) Level 1 assets include money market funds which are classified as cash equivalents.

(B) Level 2 assets include certificates of deposit which are classified as marketable securities.

7. Stockholders' Equity

Stock Options

The Company uses the Black-Scholes option pricing model for determining the estimated fair value for stock-based awards. The weighted-average assumptions used in the Black-Scholes option pricing model are as follows:

	Three Months Ended 31, 2009	2008
Expected stock price volatility	62.96%	72.40%
Risk-free interest rate	1.69%	3.47%
Expected life of options (in years)	4.07	4.04
Expected dividend yield	0%	0%

The weighted-average fair value (as of the date of grant) of the options granted was \$4.94 and \$15.91 per share for the three months ended March 31, 2009 and 2008, respectively. During the three months ended March 31, 2009, the Company recorded total pre-tax stock-based compensation expense of \$2.0 million (\$1.4 million after tax or \$0.04 per diluted share), which includes both intrinsic value for equity awards issued prior to 2006 and fair value for equity awards issued after January 1, 2006. The total stock-based compensation cost related to non-vested equity awards not yet recognized as an expense as of March 31, 2009 was approximately \$12.8 million. That cost is expected to be recognized over a weighted-average period of approximately 2.6 years.

The following table summarizes information about stock options outstanding.

	Options Outstanding			
	Shares Available for Grant	Number of Shares	Option Exercise Price per Share Range	Weighted- Average Exercise Price
Balance at December 31, 2008	1,654	3,683	\$ 0.29 - 38.62	\$ 13.60
Options granted	(110)	110	\$ 8.67 - 10.81	\$ 9.86
Options exercised	—	(4)	\$ 0.29 - 6.95	\$ 3.51
Options forfeited	51	(51)	\$ 6.95 - 38.62	\$ 17.25
Balance at March 31, 2009	<u>1,595</u>	<u>3,738</u>	\$ 0.29 - 38.62	\$ 13.47

A summary of the Company's non-vested restricted stock at March 31, 2009, and changes during the three months ended March 31, 2009, is presented below:

Non-Vested Restricted Stock	Number of Awards
Non-vested at January 1, 2009	193
Vested	<u>(17)</u>
Non-vested at March 31, 2009.	<u>176</u>

SYNCHRONOSS TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS — UNAUDITED (Continued) (in thousands, except per share data unless otherwise noted)

Treasury Stock

In 2008, the Company's board of directors authorized a stock repurchase program to purchase up to \$25.0 million of the Company's outstanding common stock. The duration of the repurchase program was up to twelve months. Under the program, the Company was entitled to purchase shares of its common stock in the open market, through block trades or otherwise at prices deemed appropriate by the Company. The timing and amount of repurchase transactions under the program were dependent on market conditions and corporate and regulatory considerations. A total of 2.0 million shares were repurchased under the program for an aggregate purchase price of approximately \$23.7 million. The purchases were funded from available working capital. The Company classifies common stock repurchased as treasury stock on its balance sheet.

8. Lease Accounting

In May 2008, the Company entered into an agreement to lease space for its Pennsylvania offices and data center in a newly constructed facility. The lease has a term of 10 years and 5 months with an option to extend the term of the lease for two consecutive five year periods. In August 2008, the Company amended its lease whereby the Company agreed to reimburse the landlord for certain leasehold improvements the Company had requested. These improvements were under construction at March 31, 2009. Since the tenant improvements, under the lease amendment, are considered structural in nature and the Company is primarily responsible for reimbursement to the landlord for the cost of these improvements, for accounting purposes, under EITF Issue No. 97-10 "The Effect of Lessee Involvement in Asset Construction" ("EITF 97-10"), the Company is considered to be the owner of the construction project. In accordance with EITF 97-10, the Company recorded assets on its balance sheet for all of the costs paid by the lessor to construct the Pennsylvania facility through March 31, 2009, along with corresponding financing liabilities for amounts equal to these lessor-paid construction costs through March 31, 2009. The Company is currently evaluating the lease accounting post the construction period. The amount of construction costs funded by the landlord and capitalized on the Company's balance sheet, with an offsetting amount recorded as financing liabilities, did not impact the Company's cash flows.

9. Legal Matters

On September 5, 2008, September 18, 2008, and September 23, 2008, three complaints were filed against the Company and certain of its officers and directors in the United States District Court for the District of New Jersey purportedly on behalf of a class of shareholders who purchased the Company's common stock between February 4, 2008 and June 9, 2008 (the "Securities Law Actions"). The complaints were consolidated and an amended complaint was filed by the plaintiffs on March 13, 2009. The Company filed a Motion to Dismiss all of the claims under the complaint on April 24, 2009. The plaintiffs in each complaint assert claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. They allege that certain of the Company's public disclosures regarding its financial prospects during the proposed class period were false and/or misleading. The principal allegation set forth in each complaint is that the Company issued misleading statements concerning its business prospects relating to the activation of Apple Inc.'s iPhone product. The plaintiffs seek compensatory damages, costs, fees, and other relief within the Court's discretion. The Company believes that the claims described above are without merit, and it intends to defend against all of the claims vigorously. Due to the inherent uncertainties of litigation, the Company cannot predict the outcome of the actions at this time, and it can give no assurance that these claims will not have a material adverse effect on the Company's financial position or results of operations.

On October 23, 2008 and November 3, 2008, complaints were filed in the state court of New Jersey and the United States District Court for the District of New Jersey against certain of our officers and directors, purportedly derivatively on behalf of the Company (the "Derivative Suits"). The Complaints in the Derivative Suits assert that the named officers and directors breached their fiduciary duties and other obligations in connection with the disclosures that also are the subject of the Securities Law Actions described above. The Company is also named as a nominal defendant in the Derivative Suits, although the lawsuits are derivative in nature and purportedly asserted on the Company's behalf. The plaintiffs seek compensatory damages, costs, fees, and other relief within the Court's discretion. The plaintiffs in the Derivative Suits have agreed to stay their claims pending the court's decision in the Defendant's Motion to Dismiss in the Securities Laws Actions. Due to the inherent uncertainties of litigation, the Company cannot predict the outcome of the Derivative Suits at this time, and we can give no assurance that the claims in these complaints will not have a material adverse effect on its financial position or results of operations.

SYNCHRONOSS TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS — UNAUDITED (Continued)
(in thousands, except per share data unless otherwise noted)

Except for the above claims, the Company is not currently subject to any legal proceedings that could have a material adverse effect on its operations; however, it may from time to time become a party to various legal proceedings arising in the ordinary course of its business.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis in conjunction with the information set forth in our consolidated financial statements and related accompanying consolidated notes included elsewhere in this quarterly report on Form 10-Q and in our annual report on Form 10-K for the year ended December 31, 2008. This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management as of the date hereof based on information currently available to our management. Use of words such as "believes," "expects," "anticipates," "intends," "plans," "should," "continues," "likely" or similar expressions, indicate a forward-looking statement. Forward-looking statements are not guarantees of future performance and involve risks, uncertainties and assumptions. Actual results may differ materially from the forward-looking statements we make. We caution investors not to place substantial reliance on the forward-looking statements included in this report. These statements speak only as of the date of this report (unless another date is indicated), and we undertake no obligation to update or revise the statements in light of future developments. All numbers are expressed in thousands unless otherwise stated.

Overview

We are a leading provider of on-demand transaction management platforms that enable communications service providers (CSPs) and equipment manufacturers with embedded connectivity (i.e., handsets, mobile internet devices, laptops, cameras, etc.) (EMECs) and other customers to automate subscriber activation, order management and service provisioning from any channel (e.g., e-commerce, telesales, customer stores and other retail outlets, etc.) to any communication service (e.g., wireless, high speed access, local access, Internet Protocol TV, cable, satellite TV, etc.) across any device type. Our business model enables delivery of our proprietary solutions over the Web as a service. Our ConvergenceNow[®] platforms (including ConvergenceNow[®] Plus + and InterconnectNow[™]) provide seamless integration between customer-facing channels/applications, communication services, devices and "back-office" infrastructure-related systems and processes. Our customers rely on our Web-based solutions and technology to automate the process of activating customers while delivering additional communications services including new service offerings and ongoing customer care. Our ConvergenceNow[®] platforms are designed to be flexible to enable multiple converged communication services to be managed across multiple distribution channels including e-commerce, telesales, customer stores and other retail outlets, allowing us to meet the rapidly changing and converging services offered by our customers. By simplifying the processes associated with managing our customers' subscribers' experience for ordering and activating services through the automation and integration of their disparate systems, we enable our customers to acquire, retain and service subscribers quickly, reliably and cost-effectively.

Our industry-leading customers include AT&T Inc., British Telecom, Cablevision, Charter Communications, Clearwire, Comcast, Cox Communications, Embarq, Fairpoint, Frontier, Global Crossing, Level 3 Communications, RaySat Broadcasting Corporation, Sprint Nextel, Time Warner Cable, Time Warner Telecom, Verizon Business Solutions, Verizon Wireless, Vodafone, Vonage Network, and XO Communications. These customers utilize a combination of our platforms, technology and services enabling them to provide services to both their consumer and business customers, including over 300 of the Fortune 500 companies.

Revenues

We generate a substantial portion of our revenues on a per-transaction basis, most of which is derived from contracts that extend up to 48 months from execution. For the three months ended March 31, 2009, we derived approximately 85% of our revenues from transactions processed. Most of the remainder of our revenues were generated by professional services.

Historically, our revenues are directly impacted by the number of transactions processed. In recent years, the fourth quarter has had the highest volume of transactions processed due to increased consumer activation activity during the holiday season. The future success of our business depends on the continued growth of consumer and business transactions and, as such, the volume of transactions that we process could fluctuate on a quarterly basis. See "Current Trends Affecting Our Results of Operations" for certain matters regarding future results of operations.

We currently derive a significant portion of our revenues from one customer, AT&T. For the three months ended March 31, 2009, AT&T accounted for approximately 63% of our revenues, compared to 72% for the three months ended March 31, 2008. Our five largest customers, AT&T, Cablevision, Level 3 Communications, Time Warner Cable and Vonage, accounted for approximately 84%

of our revenues for the three months ended March 31, 2009, compared to 93% of our revenues for the three months ended March 31, 2008. See “Risk Factors” for certain matters bearing risks on our future results of operations.

Costs and Expenses

Our costs and expenses consist of cost of services, research and development, selling, general and administrative and depreciation and amortization.

Cost of services includes all direct materials, direct labor, cost of facilities and those indirect costs related to revenues such as indirect labor, materials and supplies. Our primary cost of services is related to our information technology and systems department, including network costs, data center maintenance, database management and data processing costs, as well as personnel costs associated with service implementation, customer deployment and customer care. Also included in cost of services are costs associated with our exception handling centers and the maintenance of those centers. Currently, we utilize a combination of employees and third-party providers to process transactions through these centers.

Research and development costs have been expensed as incurred. Software development costs incurred prior to the establishment of technological feasibility are expensed as incurred. Research and development expense consists primarily of costs related to personnel, including salaries and other personnel-related expenses, consulting fees and the cost of facilities, computer and support services used in service technology development. We also expense costs relating to developing modifications and minor enhancements of our existing technology and services.

Selling expense consists of personnel costs including salaries, sales commissions, sales operations and other personnel-related expense, travel and related expense, trade shows, costs of communications equipment and support services, facilities costs, consulting fees and costs of marketing programs, such as Internet and print. General and administrative expense consists primarily of salaries and other personnel-related expense for our executive, administrative, legal, finance and human resources functions, facilities, professional services fees, certain audit, tax and bad debt expense.

Depreciation and amortization relates to our property and equipment and includes our network infrastructure and facilities. Amortization relates to the customer lists and technology acquired from Wisor in 2008.

Current Trends Affecting Our Results of Operations

Our on-demand business model enables delivery of our proprietary solutions over the Web as a service and has been driven by market trends such as various forms of order provisioning, local number portability, the implementation of new technologies, subscriber growth, competitive churn, network changes, growth of the emerging device market (i.e., smartphone devices, netbooks, etc.) and consolidations in the industry. In particular, the emergence of order provisioning of e-commerce transactions for smartphone devices, wireless, VoIP, LNP, and other communication services surrounding the convergence of bundled services has increased the need for our services and we believe will continue to be a source of growth for us.

In the second quarter of 2008, we were informed by AT&T that they would be changing their process of activating the iPhone product from a process that utilized our ConvergenceNow[®] platform to an activation process that occurs at retail stores. This change in process requires customers to activate the iPhone at AT&T or Apple stores to discourage the practice of “unlocking” the device for use on other networks. This activation process is a service that is currently not supported by Synchronoss for AT&T at retail stores. As a result of this development, our revenues for the year ended December 31, 2008 and the first quarter of 2009 were lower, compared to the year ended December 31, 2007 and the first quarter of 2008, respectively. Nevertheless, we exited 2008 with an iPhone revenue contribution rate in excess of \$10 million annually. We have taken the iPhone activation process and have further enhanced the process to support embedded communication devices such as smartphones, mobile internet devices, laptops, and wirelessly enabled consumer electronics such as digital cameras and global positioning systems.

To support the growth driven by the industry trends mentioned above, we continue to look for opportunities to improve our operating efficiencies, such as the utilization of offshore technical and non-technical resources for our exception handling center management. We believe that these opportunities will continue to provide future benefits and position us to support revenue growth.

In addition, we anticipate further automation of the transactions generated by our more mature customers and additional transaction types. These development efforts are expected to reduce exception handling costs.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The preparation of these consolidated financial statements in accordance with GAAP requires us to utilize accounting policies and make certain estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies as of the date of the financial statements and the reported amounts of revenues and expenses during a fiscal period. The Securities and Exchange Commission (“SEC”) considers an accounting policy to be critical if it is important to a company’s financial condition and results of operations, and if it requires significant judgment and estimates on the part of management in its application. We have discussed the selection and development of the critical accounting policies with the audit committee of our board of directors, and the audit committee has reviewed our related disclosures in this Form 10-Q. Although we believe that our judgments and estimates are appropriate, correct and reasonable under the circumstances, actual results may differ from those estimates.

We believe the following to be our critical accounting policies and estimates because they are important to the portrayal of our financial condition and results of operations and they require critical management judgments and estimates about matters that are uncertain. If actual results or events differ materially from those contemplated by us in making these estimates, our reported financial condition and results of operations for future periods could be materially affected. See “Risk Factors” for certain matters bearing risks on our future results of operations.

- Revenue Recognition and Deferred Revenue
- Income Taxes
- Stock-Based Compensation
- Goodwill and Impairment of Long-Lived Assets
- Allowance for Doubtful Accounts

There were no significant changes in our critical accounting policies and estimates for the three months ended March 31, 2009. Please refer to Management’s Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of our Annual Report on Form 10-K for our fiscal year ended December 31, 2008 for a more complete discussion of our critical accounting policies and estimates.

Results of Operations

Three months ended March 31, 2009 compared to the three months ended March 31, 2008

The following table presents an overview of our results of operations for the three months ended March 31, 2009 and 2008.

	Three Months Ended March 31,				Three Months Ended March 31, 2009 vs. 2008	
	2009		2008		\$ Change	% Change
	\$	% of Revenue	\$	% of Revenue		
	(in thousands)					
Net revenue	\$29,553	100.0%	\$29,110	100.0%	\$ 443	1.5%
Cost of services*	15,199	51.4%	13,407	46.1%	1,792	13.4%
Research and development	3,116	10.5%	2,422	8.3%	694	28.7%
Selling, general and administrative	6,069	20.6%	5,267	18.1%	802	15.2%
Depreciation and amortization	1,840	6.2%	1,465	5.0%	375	25.6%
	<u>26,224</u>	<u>88.7%</u>	<u>22,561</u>	<u>77.5%</u>	<u>3,663</u>	<u>16.2%</u>
Income from operations	\$ 3,329	11.3%	\$ 6,549	22.5%	\$ (3,220)	(49.2)%

* Cost of services excludes depreciation and amortization which are shown separately.

Net Revenue. Net revenues increased \$443 to \$29.6 million for the three months ended March 31, 2009, compared to the three months ended March 31, 2008. This increase was due primarily to increased revenues from customers outside our AT&T relationship offset by decreased revenues from AT&T. Net revenues related to AT&T decreased \$2.5 million to \$18.6 million for the three months ended March 31, 2009 compared to the same period in 2008. This decline was primarily due to decreased revenues associated with the activation of iPhones on AT&T's network. AT&T represented 63% and 72% of our revenues for the three months ended March 31, 2009 and 2008, respectively. Net revenues outside of AT&T generated \$11.0 million of our revenues during the three months ended March 31, 2009 as compared to \$8.0 million during the three months ended March 31, 2008. Net revenues outside of AT&T represented 37% and 28% of our revenues during the three months ended March 31, 2009 and 2008, respectively. Transaction revenues recognized for the three months ended March 31, 2009 and 2008 represented 85% for both periods or \$25.0 million and \$24.8 million of net revenues, respectively. Professional service revenues remained the same as a percentage of sales at 14% for both periods or \$4.3 million for the three months ended March 31, 2009, compared to \$4.0 million for the three months ended March 31, 2008.

Expense

Cost of Services. Cost of services increased \$1.8 million to \$15.2 million for the three months ended March 31, 2009, compared to the three months ended March 31, 2008, due primarily to an increase of \$1.6 million in personnel and related costs and third party consulting service costs. The increase in personnel and related costs was due primarily to an increase in headcount. In addition, stock-based compensation cost increased \$130. Cost of services as a percentage of revenues increased to 51.4% for the three months ended March 31, 2009, compared to 46.1% for the three months ended March 31, 2008.

Research and Development. Research and development expense increased \$694 to \$3.1 million for the three months ended March 31, 2009, compared to the three months ended March 31, 2008, due to the addition of our Indian subsidiary and its employees offset by reduced use of outside consultants. Research and development expense as a percentage of revenues increased to 10.5% for the three months ended March 31, 2009, compared to 8.3% for the three months ended March 31, 2008.

Selling, General and Administrative. Selling, general and administrative expense increased \$802 to \$6.1 million for the three months ended March 31, 2009, compared to the three months ended March 31, 2008. Selling, general and administrative expense as a percentage of revenues increased to 20.6% for the three months ended March 31, 2009, compared to 18.1% for the three months ended March 31, 2008 due to an increase in personnel and related costs, stock-based compensation expense of \$447 and increased external tax advisory and legal fees of \$322. The increase in personnel and related costs was primarily due to an increase in headcount.

Depreciation and amortization. Depreciation and amortization expense increased \$375 to \$1.8 million for the three months ended March 31, 2009, compared to the same period in 2008, due to continued growth in the invested value of our infrastructure and amortization of intangibles related to the Wisor acquisition of \$93. Depreciation and amortization expense as a percentage of revenues increased to 6.2% for the three months ended March 31, 2009, compared to 5.0% for the same period in 2008.

Income from Operations. Income from operations decreased \$3.2 million to \$3.3 million for the three months ended March 31, 2009, compared to the same period in 2008. Income from operations decreased as a percentage of revenues to 11.3% for the three months ended March 31, 2009, compared to 22.5% for the three months ended March 31, 2008. This decrease was primarily due to increased overall headcount and related employee expenses.

Interest Income. Interest income decreased \$658 for the three months ended March 31, 2009, compared to the same period in 2008. The decrease in interest income was due to lower cash balances and lower interest rates as of March 31, 2009, compared to the same period in 2008.

Income Tax. Our effective tax rate was approximately 39.4% and approximately 41.8% during the three months ended March 31, 2009 and 2008, respectively. Our effective tax rate was lower this quarter due to the utilization of research and development tax credits associated with the Emergency Economic Stabilization Act of 2008 which was enacted in October 2008. The decrease also related to the extension of the Indian tax holiday through March 31, 2010. We acquired our Indian subsidiary in September 2008. During the three months ended March 31, 2009 and 2008, we recognized approximately \$1.4 million and \$3.1 million in related tax expense, respectively.

Liquidity and Capital Resources

Our principal source of liquidity has been cash provided by operations. Our cash, cash equivalents and marketable securities balance was \$74.4 million at March 31, 2009, a decrease of \$4.4 million as compared to the end of 2008. This decrease was due to purchases of fixed assets associated with our new facility in Pennsylvania and decreased cash provided by operations. We anticipate that our principal uses of cash in the future will be to fund the expansion of our business through both organic growth as well as possible acquisition activities and to expand our customer base internationally. Uses of cash will also include facility expansion, capital expenditures and working capital.

In May 2008, we entered into an agreement to lease space for our Pennsylvania offices and data center in a newly constructed facility. The lease has a term of 10 years and 5 months with an option to extend the term of the lease for two consecutive five year periods. In August 2008, we amended the lease whereby we agreed to reimburse the landlord for certain leasehold improvements we had requested. These improvements were under construction at March 31, 2009. Since the tenant improvements, under the lease amendment, are considered structural in nature and we are primarily responsible for reimbursement to the landlord for the cost of these improvements, for accounting purposes, under EITF Issue No. 97-10 "The Effect of Lessee Involvement in Asset Construction" ("EITF 97-10"), we are considered to be the owner of the construction project. In accordance with EITF 97-10, we recorded assets on our balance sheet for all of the costs paid by the lessor to construct the Pennsylvania facility through March 31, 2009, along with corresponding financing liabilities for amounts equal to these lessor-paid construction costs through March 31, 2009. We are currently evaluating the lease accounting post the construction period. The amount of construction costs funded by the landlord and capitalized on our balance sheet, with an offsetting amount recorded as financing liabilities, did not impact our cash flows.

Discussion of Cash Flows

Cash flows from operations. Net cash provided by operating activities for the three months ended March 31, 2009 was \$1.4 million compared to \$5.2 million for the three months ended March 31, 2008. The decrease of \$3.8 million is primarily due to a

decrease in income from lower margins and an increase in accounts receivable of \$3.0 million offset by an increase in accounts payable and accrued expenses of \$1.0 million and \$709, respectively.

Cash flows from investing. Net cash used in investing activities for the three months ended March 31, 2009 was \$5.6 million compared to cash provided of \$982 for the three months ended March 31, 2008. The increase was primarily due to fixed asset purchases associated with the move to our new facility in Pennsylvania.

Cash flows from financing. Net cash provided in financing activities for the three months ended March 31, 2009 was \$14 compared to cash provided by financing activities of \$1.2 million for the three months ended March 31, 2008. The difference of \$1.2 million was due to decreased net proceeds received from the issuance of common stock as a result of the exercise of stock options.

We believe that our existing cash and cash equivalents, and cash generated from our operations will be sufficient to fund our operations for the next twelve months.

Effect of Inflation

Although inflation generally affects us by increasing our cost of labor and equipment, we do not believe that inflation has had any material effect on our results of operations for the three months ended March 31, 2009 and 2008.

Impact of Recently Issued Accounting Standards

Staff Position No. 115-2, FAS 124-2 and EITF 99-20-2, Recognition and Presentation of Other-Than-Temporary Impairments (FSP 115-2). FSP 115-2 provides new guidance on the recognition of an Other Than Temporary Impairment and provides new disclosure requirements. The recognition and presentation provisions apply only to debt securities classified as available-for-sale and held to maturity.

Proposed Staff Position No. FAS 107-1 and APB 28-1, Interim Disclosures about Fair Value of Financial Instruments; an amendment of FASB Statement No 107 (FSP 107-1). FSP 107-1 extends the disclosure requirements to FASB Statement No. 107, Disclosures about Fair Value of Financial Instruments (Statement No. 107), to interim financial statements of publicly traded companies. Statement No. 107 requires disclosures of the fair value of all financial instruments (recognized or unrecognized), when practicable to do so. These fair value disclosures must be presented together with the carrying amount of the financial instruments in a manner that clearly distinguishes between assets and liabilities and indicates how the carrying amounts relate to amounts reported on the balance sheet. An entity must also disclose the methods and significant assumptions used to estimate the fair value of the financial instruments.

FASB Staff Position No. FAS 157-4, Determining Fair Value When the Volume and Level of Activity for the Asset or Liability has Significantly Decreased and Identifying Transactions that are Not Orderly (FSP 157-4). FSP 157-4 amends FASB Statement No. 157, Fair Value Measurement, to provide additional guidance on estimating fair value when the volume and level of activity for an asset or liability has significantly decreased in relation to normal market activity for the asset or liability.

Each of the accounting pronouncements listed above is effective after June 15, 2009. We are in the process of reviewing the impact of each of the accounting pronouncements listed above and do not expect the adoption of these accounting pronouncements to have a material impact on our consolidated financial statements.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of March 31, 2009 and December 31, 2008.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

The following discussion about market risk disclosures involves forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. We deposit our excess cash in high-quality financial instruments, primarily money market funds and, we may be exposed to market risks related to changes in interest rates. We do not actively manage the risk of interest rate fluctuations on our marketable securities; however, such risk is mitigated by the relatively short-term nature of these investments. These investments are denominated in United States dollars.

The primary objective of our investment activities is to preserve our capital for the purpose of funding operations, while at the same time maximizing the income we receive from our investments without significantly increasing risk. To achieve these objectives, our investment policy allows us to maintain a portfolio of cash equivalents and short and long-term investments in a variety of securities, which could include commercial paper, money market funds and corporate debt securities. Our cash and cash equivalents at March 31, 2009 and December 31, 2008 were invested in liquid money market accounts. All market-risk sensitive instruments were entered into for non-trading purposes. We do not expect the current rate of inflation to have a material impact on our business.

The recent severe tightening of the credit markets, disruptions in the financial markets and challenging economic conditions have adversely affected the United States and world economies. Investors in many industry sectors have experienced substantial decreases in asset valuations and uncertain market liquidity. Furthermore, credit rating authorities have, in many cases, been slow to respond to the rapid changes in the underlying value of certain securities and pervasive market illiquidity, regarding these securities.

As a result, this “credit crisis” may have a potential impact on the determination of the fair value of financial instruments or possibly require impairments in the future should the value of certain investments suffer a decline in value which is determined to be other than temporary. We currently do not believe any change in the market value of our money market funds or other investments to be material or warrant a change in valuation.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures.

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of March 31, 2009. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective as of March 31, 2009, the end of the period covered by this quarterly report, to ensure that the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, are recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

Changes in internal controls over financial reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rule 13a-15 that was conducted during the last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, do not expect that our disclosure controls or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our operations have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override

of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On September 5, 2008, September 18, 2008, and September 23, 2008, three complaints were filed against the Company and certain of its officers and directors in the United States District Court for the District of New Jersey purportedly on behalf of a class of shareholders who purchased the Company's common stock between February 4, 2008 and June 9, 2008 (the "Securities Law Actions"). The complaints were consolidated and an amended complaint was filed by the plaintiffs on March 13, 2009. The Company filed a Motion to Dismiss all of the claims under the complaint on April 24, 2009. The plaintiffs in each complaint assert claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. They allege that certain of the Company's public disclosures regarding its financial prospects during the proposed class period were false and/or misleading. The principal allegation set forth in each complaint is that the Company issued misleading statements concerning its business prospects relating to the activation of Apple Inc.'s iPhone product. The plaintiffs seek compensatory damages, costs, fees, and other relief within the Court's discretion. The Company believes that the claims described above are without merit, and it intends to defend against all of the claims vigorously. Due to the inherent uncertainties of litigation, the Company cannot predict the outcome of the actions at this time, and it can give no assurance that these claims will not have a material adverse effect on the Company's financial position or results of operations.

On October 23, 2008 and November 3, 2008, complaints were filed in the state court of New Jersey and the United States District Court for the District of New Jersey against certain of our officers and directors, purportedly derivatively on behalf of the Company (the "Derivative Suits"). The Complaints in the Derivative Suits assert that the named officers and directors breached their fiduciary duties and other obligations in connection with the disclosures that also are the subject of the Securities Law Actions described above. The Company is also named as a nominal defendant in the Derivative Suits, although the lawsuits are derivative in nature and purportedly asserted on the Company's behalf. The plaintiffs seek compensatory damages, costs, fees, and other relief within the Court's discretion. We are in the process of evaluating the claims in the Derivative Suits. The plaintiffs in the Derivative Suits have agreed to stay their claims pending the court's decision in the Defendant's Motion to Dismiss in the Securities Laws Actions. Due to the inherent uncertainties of litigation, we cannot predict the outcome of the Derivative Suits at this time, and we can give no assurance that the claims in these complaints will not have a material adverse effect on our financial position or results of operations.

Except for the above claims, the Company is not currently subject to any legal proceedings that could have a material adverse effect on its operations; however, the Company may from time to time become a party to various legal proceedings arising in the ordinary course of its business.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2008, which could materially affect our business, financial condition or future results. The risks described in our Form 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results. If any of the risks actually occur, our business, financial condition or results of operations could be negatively affected. In that case, the trading price of our stock could decline, and our stockholders may lose part or all of their investment.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

None.

Use of Proceeds

On June 14, 2006, our Registration Statement on Form S-1 (File No. 333-132080) relating to the IPO was declared effective by the SEC. The managing underwriters of our IPO were Goldman, Sachs & Co., Deutsche Bank Securities Inc. and Thomas Weisel Partners LLC. On June 20, 2006, we closed the sale of 6,532,107 shares of common stock in our IPO for net proceeds to us of \$45.7 million. In July 2006, we sold an additional 959,908 shares of common stock upon the exercise of an over-allotment option granted to the underwriters for net proceeds to us of \$7.1 million. No offering expenses were paid directly or indirectly to any of our directors or officers or persons owning ten percent or more of any class of our equity securities or to any other affiliates. We have invested our net proceeds of the offering in money market funds and certificates of deposit pending their use to fund our expansion. Part of our current growth strategy is to further penetrate the North American markets and expand our customer base internationally. We anticipate that a portion of the proceeds of the offering will enable us to finance this expansion. In addition, we could use a portion of the proceeds of our IPO to make strategic investments in, or pursue acquisitions of, other businesses, products or technologies.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. SUBMISSIONS OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description
3.2*	Restated Certificate of Incorporation of the Company
3.4*	Amended and Restated Bylaws of the Company
4.2*	Form of Company's Common Stock certificate
10.11(a)‡	Amendment dated as of January 1, 2009 to the Cingular Master Services Agreement
10.11(b)‡	AT&T Order Management Center Contract dated as of January 1, 2009 between AT&T Services, Inc. and the Company
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

* Incorporated herein by reference to the exhibit of the same number in the Company's Registration Statement on Form S-1 (Commission File No. 333-132080).

‡ Confidential treatment has been requested for portions of this document. The omitted portions of this document have been filed with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Synchronoss Technologies, Inc.

/s/ Stephen G. Waldis

Stephen G. Waldis
Chairman of the Board of Directors, President and
Chief Executive Officer

/s/ Lawrence R. Irving

Lawrence R. Irving
Executive Vice President, Chief Financial Officer
and Treasurer

May 7, 2009

Amendment
SG021306.A.001
Between
Synchronoss Technologies, Inc.
And
AT&T Services, Inc.

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting Parties.

Confidential Treatment Requested

CONFIDENTIAL TREATMENT REQUESTED. CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION.

AMENDMENT NO. 1
AGREEMENT NO. SG021306

This Amendment, effective on the date when signed by the last Party (“Effective Date”), and amending Agreement No. SG021306, is by and between Synchronoss Technologies, Inc., a Delaware corporation (“Synchronoss”, “Supplier”), and AT&T Services, Inc., a Delaware corporation (“AT&T”), each of which may be referred to in the singular as a “Party” or in the plural as the “Parties.”

WITNESSETH

WHEREAS, Supplier and AT&T entered into Agreement No. SG021306 with an Effective Date of September 1, 2005 (the “Agreement”); and

WHEREAS, Supplier and AT&T desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

The terms and conditions of Agreement No. SG021306 in all other respects remain unmodified and in full force and effect.

1. ASSIGNMENT OF THE AGREEMENT

Cingular Wireless LLC hereby grants and assigns the Agreement to AT&T Services, Inc (Assignee). Assignee hereby accepts the foregoing assignment and agrees to be bound by and subject to all terms and conditions contained in the Agreement to the same extent as if it had been an original signatory thereto. For the avoidance of doubt, any reference to Cingular in the Agreement shall refer to AT&T Services, Inc. Supplier hereby consents to the foregoing assignment.

This Assignment merely assigns the Agreement to Assignee in order to create, and hereby does create, a new Agreement between Supplier and Assignee. This Assignment does not affect any rights or obligations of AT&T or Supplier under any existing order, which shall continue to be governed by the terms of the Agreement.

2. Delete Section 3.20, Limitation of Liability in its entirety and replace with new Section 3.20 Limitation of Liability as follows;

Limitation of Liability

Except with respect to claims based on the confidentiality obligations set forth in this Agreement, in no event is either Party liable to the other Party for any consequential, incidental, special or punitive

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting Parties.

Confidential Treatment Requested

damages or for loss of revenue or profit in connection with the performance or failure to perform this Agreement, regardless of whether such Liability arises from breach of contract, tort or any theory of liability. *** in no event shall either party's direct damages hereunder exceed ***.

3. Delete Section 4.1 Access in its entirety and replace with the following new clause 4.1 Access;

Access

- a. When appropriate, Supplier shall have reasonable access to AT&T's premises during normal business hours, and at such other times as may be agreed upon by the Parties to enable Supplier to perform its obligations under this Agreement. Supplier shall coordinate such access with AT&T's designated representative prior to visiting such premises. Supplier will ensure that only persons employed by Supplier or subcontracted by Supplier will be allowed to enter AT&T's premises. If AT&T requests Supplier or its subcontractor to discontinue furnishing any person provided by Supplier or its subcontractor from performing Work on AT&T's premises, Supplier shall immediately comply with such request. Such person shall leave AT&T's premises immediately and Supplier shall not furnish such person again to perform Work on AT&T's premises without AT&T's written consent. The Parties agree that, where required by governmental regulations, Supplier will submit satisfactory clearance from the U.S. Department of Defense and/or other federal, state or local authorities.
- b. AT&T may require Supplier or its representatives, including employees and subcontractors, to exhibit identification credentials, which AT&T may issue to gain access to AT&T's premises for the performance of Services. If, for any reason, any Supplier representative is no longer performing such Services, Supplier shall immediately inform AT&T. Notification shall be followed by the prompt delivery to AT&T of the identification credentials, if issued by AT&T, or a written statement of the reasons why the identification credentials cannot be returned. Supplier agrees to comply with AT&T's corporate policy requiring Supplier or its representatives, including employees and subcontractors, to exhibit their company photo identification in addition to the AT&T issued photo identification when on AT&T's premises.
- c. Supplier shall ensure that its representatives, including employees and subcontractors, while on or off AT&T's premises, will perform Work which (i) conform to the Specifications, (ii) protect AT&T's Material, buildings and structures, (iii) does not interfere with AT&T's business operations, and (iv) perform such Services with care and due regard for the safety, convenience and protection of AT&T, its employees, and property and in full conformance with the policies specified in the AT&T Code of Business Conduct, which prohibits the possession of a weapon or an implement which can be used as a weapon (a copy of the AT&T Code of Business Conduct is available upon request).

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting Parties.

Confidential Treatment Requested

CONFIDENTIAL PORTIONS OF THIS DOCUMENT REDACTED AND SEPARATELY FILED WITH THE COMMISSION.

d. Supplier shall ensure that all persons furnished by Supplier work harmoniously with all others when on AT&T's premises.

4. Delete Section 4.5 Cingular Corporate Information Security Policy, Compliance by Business Partners, Vendors, Contractors in its entirety and replace with the following new Section 4.5 AT&T Supplier Information Security Requirements (SISR);

AT&T Supplier Information Security Requirements (SISR)

Supplier shall comply with the requirements of Appendix "O" entitled "AT&T Supplier Information Security Requirements (SISR)." In addition, STI shall not use a third party outside the United States to perform data center operations and/or software development without AT&T's prior written approval.

5. Delete Section 4.2 Background Check and replace with the following new Section 4.2 Background Checks;

Background Checks

- a. Supplier, with respect to the following requirements in this Section (collectively, "Background Checks") and subject to any laws, rules or regulations which may limit any Supplier action otherwise required by this section, (1) shall make all reasonable efforts, including checking the background, verifying the personal information and conducting a Drug Screen (only to those individuals who will have physical access to AT&T's or its customer's premises) to determine and verify all information necessary to represent and warrant to AT&T that no Supplier employee, contractor or subcontractor and no employee or agent of any Supplier contractor or subcontractor ("Supplier Person") who Supplier proposes to perform any Service that permits physical, virtual or other access to AT&T 's or its customer's premises, systems, networks, or Information ("Access") at any time during the Term, (a) has presented a positive Drug Screen to those individuals who will have physical access to AT&T's or its customer's premises, (b) has been convicted of (i) any felony, (ii) any misdemeanor involving violence, sexually related criminal conduct, theft or computer crimes, fraud or financial crimes, or crimes involving unlawful possession or use of a dangerous weapon, or (c) is identified on any government registry as a sex offender; and (2) Supplier shall not permit any such Person presenting a positive Drug Screen, so convicted, or so identified to perform any Service that permits such Access during the Term.
- b. Supplier represents and warrants to AT&T that no Supplier Person has (i) falsified any of his or her Identification Credentials, or (ii) failed to disclose any material information in the hiring process relevant to the performance of any Service. Supplier shall not permit any Supplier Person who has falsified such Identification Credentials or failed to disclose such information to perform any Service that permits Access.

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- c. The following definitions apply:
1. “Identification Credentials” includes, with respect to each Supplier Person, his or her Social Security number, driver’s license, educational credentials, employment history, home address, and citizenship indicia.
 2. “Drug Screen” means the testing for the use of illicit drugs (including opiates, cocaine, cannabinoids, amphetamines, and phencyclidine (PCP)) of any Supplier Person who (i) has unsupervised (or badged) physical access to AT&T’s or its customer’s premises, or (ii) has regular or recurring supervised physical access to AT&T’s or its customer’s premises for more than thirty (30) days in the aggregate annually.
- d. The failure of Supplier to comply with the requirements of this Section, and/or if any Person who fails such Background Check or who has falsified Identification Credentials does perform any Service that permits such Access, shall each be considered a material breach of this Agreement; provided, however, such breach shall not entitle AT&T to terminate this Agreement unless Supplier does not take action to remedy such failure within *** of written notice to Supplier of such failure. Notwithstanding any of the foregoing, exceptions for individual Supplier Persons may be granted by AT&T on a case-by-case basis.

6. Added new clause, Customer — Information as follows;

Customer — Information

- a. For the purposes of this Section, “Customer Information” includes, but is not limited to, customer name, address, e-mail address, and/or phone number (listed or unlisted); personal information concerning a customer, including birth date, social security number, drivers license, credit card information, bank account, account number or personal identification numbers; information concerning a customer’s calling patterns, call details, records of incoming or outgoing calls, or minutes of use or other use of AT&T’s services; information related to payments, credit status, and transactions with AT&T; demographic information; or aggregate customer data — including aggregate data with individual identifying information deleted; and customer proprietary network information (“CPNI”) (as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended (“Section 222”), which includes information available to AT&T by virtue of AT&T’s relationship with its customers as a provider of telecommunications service and may include: the quantity, technical configuration, location, type, destination, amount of use of telecommunications service subscribed to, and information contained on the telephone bills of AT&T’s customers pertaining to telephone exchange service or telephone toll service received by a customer of AT&T. Except as provided herein, as between Supplier and AT&T, title to all Customer Information shall be in AT&T. Except as otherwise provided herein, no license or rights to any Customer Information are granted to Supplier hereunder.

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- b. Supplier acknowledges that Customer Information received may be subject to certain privacy laws and regulations and requirements, including requirements of AT&T. Supplier shall consider Customer Information to be private, sensitive and confidential. Accordingly, with respect to Customer Information, Supplier shall comply with all applicable privacy laws and regulations and requirements, including, but not limited to, the CPNI restrictions contained in Section 222. Accordingly, Supplier shall:
- a. not use any CPNI to market or otherwise sell products to AT&T's customers, except to the extent necessary for the performance of Services for AT&T or as otherwise approved or authorized by AT&T in this Agreement or in writing;
 - b. make no disclosure of Customer Information to any party other than AT&T, except to the extent necessary for the performance of Services for AT&T or except such disclosure required under force of law; provided that Supplier shall provide AT&T with notice immediately upon receipt of any legal request or demand by a judicial, regulatory or other authority or third party to disclose or produce Customer Information; Supplier shall furnish only that portion of the Customer Information that is legally required to furnish and shall provide reasonable cooperation to AT&T (at AT&T's cost) should AT&T exercise efforts to obtain a protective order or other confidential treatment with respect to such Customer Information;
 - c. not incorporate any Customer Information into any database other than in a database maintained exclusively for the storage of AT&T's Customer Information;
 - d. not incorporate any data from any of Supplier's other customers, including Affiliates of AT&T, into AT&T's customer database;
 - e. make no use whatsoever of any Customer Information for any purpose except to comply with the terms of this Agreement;
 - f. make no sale, license or lease of Customer Information to any other party;
 - g. restrict access to Customer Information to only those employees of Supplier that require access in order to perform Services under this Agreement;
 - h. prohibit and restrict access or use of Customer Information by any of Supplier's other customers, Supplier's Affiliates, or third parties except as may be agreed otherwise by AT&T;
 - i. promptly return all Customer Information to AT&T upon expiration, Termination or Cancellation of this Agreement or applicable schedule or Order, unless expressly agreed or instructed otherwise by AT&T; and
 - j. immediately notify AT&T upon Supplier's awareness of (i) any breach of the above-referenced provisions, (ii) any disclosure (inadvertent or otherwise) of Customer Information to any third party not expressly permitted herein to receive or have access to such Customer Information, or (iii) a breach of, or other security incident involving, Supplier's systems or network that could cause or permit access to Customer

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Information inconsistent with the above-referenced provisions, and such notice shall include the details of the breach, disclosure or security incident. Supplier shall fully cooperate with AT&T in determining, as may be necessary or appropriate, actions that need to be taken including, but not limited to, the full scope of the breach, disclosure or security incident, corrective steps to be taken by Supplier, the nature and content of any customer notifications, law enforcement involvement, or news/press/media contact etc., and Supplier shall not communicate directly with any AT&T customer relating to such breach without AT&T's consent, which such consent shall not be unreasonably withheld.

7. Add new clause, Quality Assurance as follows;

Quality Assurance:

a. In addition to its obligations under the Section entitled "Warranty," Supplier represents and warrants that:

1. all processes utilized to produce Material and provide Services are controlled and adequate to Deliver consistent with Specifications and this Agreement;
2. Supplier has evaluated the process controls of its subcontractors and vendors and has determined that they are adequate to Deliver Materials and Services consistent with Specifications and this Agreement; and
3. all Material and Services are subjected to the above-mentioned process controls.

For information purposes only, excellent Quality Management System guidance can be found in TL 9000 and ISO 9001:2000. Copies of ISO 9001:2000 may be ordered through the American Society for Quality at 800.248.1946. Copies of TL 9000 Handbooks may be ordered through the QuEST Forum web site at www.tl9000.org. Select the Handbook' link from the TL 9000 home page, which will direct you to the TL 9000 Handbooks purchase page.

- b. Throughout the term of this Agreement, Supplier shall periodically evaluate process controls to verify whether each is still adequate to Deliver Material and Services consistent with Specifications and this Agreement. AT&T reserves the right to request a review of such process controls throughout the term of this Agreement.
- c. If Supplier or AT&T, at any time during the term of this Agreement, determines that the process controls are insufficient to meet the obligations herein, then at no additional charge to AT&T, Supplier shall
 1. provide to AT&T a quality plan to remedy such insufficient Quality Process. Such quality plan shall include the following information, in detail:
 - i. a schedule for achieving an adequate Quality Process; and

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- ii. the actions that will achieve and remedy such insufficiencies.
- d. If requested by AT&T Supplier shall:
 1. provide performance measurements periodically that demonstrate compliance with the Specifications and this Agreement.
 2. The Parties shall mutually agree upon appropriate performance measurements.
 3. Should remedy efforts described above fail to address insufficiencies within ***, whichever is earlier, or within a time period as mutually agreed, Supplier shall engage a third party consultant to perform quality control or quality assurance activities. Supplier shall provide AT&T or AT&T's agent with notice of such engagement, including the name of the third party consultant, and shall provide AT&T or AT&T's agent with cooperative assistance to such consultant.
- e. Nothing contained in this Clause, "Quality Assurance," will diminish Supplier's obligation to Deliver Material and perform Services in conformance to Supplier's obligations in this Agreement.

8. Add new clause, Third Party Administrative Services as follows;

Third Party Administrative Services

Supplier acknowledges that a third party administrator will perform certain administrative functions for AT&T in relation to this Agreement. Such administrative functions may include:

- a. Collecting and verifying certificates of insurance;
- b. Providing financial analysis;
- c. Verifying certifications under the Section entitled "Utilization of Minority, Women, and Disabled Veteran Owned Business Enterprises"; and
- d. Collecting and verifying Supplier profile information.

Supplier shall cooperate with such third party administrator in its performance of such administrative functions and shall provide such data as from time to time the third party administrator may reasonably request. Further, notwithstanding any other provision of this Agreement, Supplier agrees that AT&T may provide confidential Information regarding Supplier to such third party administrator to the extent required for such third party administrator to perform such functions. Supplier agrees to pay the third party administrator an annual fee for the performance of these administrative functions, which annual fee shall not exceed *** and a one time set-up fee of ***.

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9. Add new clause, Electronic Data Interchange (EDI) as follows;**Electronic Data Interchange (EDI)**

- a. At the request of AT&T, the Parties shall exchange Orders, payments, acknowledgements, invoices, remittance notices, and other records (“Data”) electronically, in place of tangible documents. In such case, the parties will mutually agree how they shall exchange Data whether by direct electronic or computer systems communication between AT&T and Supplier, or indirectly through third party service providers with which either Party may contract or a single AT&T-designated third party service provider with which each Party shall contract independently (“Provider”), to translate, forward and/or store such Data. If the Parties exchange Data directly, they agree to exchange it in accordance with the Telecommunications Industry Forum EDI Guidelines for use of American National Standards Institute (ANSI) Accredited Standards Committee X12 transaction sets or a mutually agreeable proprietary format or another standard such as Extensible Markup Language (XML).
- b. The following additional conditions apply to any such exchanges:
 1. Garbled Transmissions: If any Data is received in an unintelligible, electronically unreadable, or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received Data) in a reasonable manner. In the absence of such notice, the originating Party’s record of the contents of such Data shall control.
 2. Signatures: If EDI is used, each Party will incorporate into each EDI transmission an electronic identification consisting of symbol(s) or code(s) (“Signature”). Each Party agrees that any predetermined Signature of such Party included in or affixed to any EDI transmission shall be sufficient to verify such Party originated, “signed” and “executed” such transmission. No Party shall disclose to any unauthorized person the Signatures of the Parties hereto.
 3. Statute of Frauds: The Parties expressly agree that all Data transmitted pursuant to this Section shall be deemed to be a “writing” or “in writing” for purposes of Section 2-201 of the Uniform Commercial Code (“UCC”) or any other applicable law requiring that certain agreements be in writing and signed by the party to be bound thereby. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes: (i) to have been “signed” and “executed”; and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
 4. Method of Exchange: Each Party shall be responsible for its own cost(s) to provide and maintain the equipment, software and services necessary to effectively and reliably transmit and receive Data, and the associated charge(s) of any Provider with which it contracts. Supplier shall be solely responsible for the cost of storing its information or Data on a Provider’s computer network, which may be retrieved by AT&T at no additional charge to AT&T by Supplier. Either Party may change a Provider upon thirty (30) days’ prior written notice to the other Party, except that if a single Provider for both Parties has been designated

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by AT&T, then AT&T may change the Provider upon thirty (30) days' prior written notice to Supplier.

5. **Warranty of Data Integrity:** Supplier represents and warrants that any of Data and/or information created by Supplier which is either transmitted to AT&T by Supplier or stored by Supplier on a Provider's network for access by AT&T a) do not contain any Harmful Code ("Harmful Code" means computer viruses, worms, trap doors, time bombs, undocumented passwords, disabling code (which renders Material unusable until a patch or new password is provided), or any similar mechanism or device. Notwithstanding the above, enabling keys which are provided by Supplier to ensure conformance to product licensing restrictions shall be permitted, however, these enabling keys may not interfere with the proper use of the Material at any time after initial installation.) or vulnerability, and b) do not infringe or violate any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; provided, however, AT&T uses such Data and/or information for its internal use and does not distribute such Data and/or information. Supplier further represents and warrants that all product and pricing information provided in its catalogues either stored on a Provider's network or transmitted to AT&T by Supplier is current, accurate and complete. In the event more favorable prices or terms appear in Data transmitted to AT&T by Supplier than appear in Supplier's current catalogue and such price or terms is for the identical product or service, AT&T will be entitled to the more favorable prices or terms contained in the Data.

10. Add new clause, Entry on AT&T Property as follows;

Entry on AT&T Property

- a. If the performance of the Services provided hereunder requires Supplier's entry upon property owned or controlled by AT&T, Supplier is hereby notified that AT&T-owned buildings constructed prior to 1981 may contain asbestos containing materials ("ACM") and/or presumed asbestos containing materials ("PACM") and may also contain both natural and artificial conditions and activities involving risk of harm. AT&T has not inspected such property for the purposes of this Agreement and has not taken any efforts to discover or make safe dangerous conditions or activities for the purpose of Supplier's performance of Services.
- b. Supplier shall be responsible for inspecting the Services site for unsafe conditions and taking the necessary safety precautions for protection of Supplier, its employees, and agents and ensuring a safe place for performance of the Services. As a material condition of this Agreement, Supplier, for itself and its employees and agents, assumes all risk of dangers associated with access to the property by its employees, including any potential asbestos exposure, and responsibility for OSHA notice requirements including:

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1. contacting the appropriate AT&T Project manager responsible for the property to determine the presence, location and quantity of ACM/PACM that Supplier's employees may reasonably be expected to work in or be adjacent to;
 2. informing Supplier's employees of the presence, location and quantity of ACM/PACM present in the property that Supplier's employees may reasonably be expected to work in or be adjacent to and the precautions to be taken to ensure that airborne ACM/PACM is confined to the identified ACM/PACM area; and
 3. informing the appropriate AT&T Project manager and other employers of employees at the property, of the presence, location and quantity of any newly discovered ACM/PACM identified by Supplier promptly and shall use commercial reasonable efforts to inform such manager within twenty-four (24) hours of discovery.
- c. Supplier hereby releases AT&T from any and all claims or causes of action in connection with the responsibilities hereby assumed by Supplier, and agrees to indemnify, hold harmless and defend, AT&T, its Affiliates and their agents and employees against any Loss arising from any claim by Supplier or its employees therefrom in accordance with the Section entitled "Indemnity."

11. Add new clause, Reimbursable Expenses as follows;

Reimbursable Expenses

AT&T is not responsible for any travel, meal or other business related expense incurred by Supplier whether or not incurred in its performance of its obligations under this Agreement, unless reimbursement of expenses is expressly authorized in this Agreement or an Order pursuant to this Agreement. If reimbursement of expenses is so authorized, in order to be reimbursable, each and every such expense must comply with the requirements of AT&T's Vendor Expense Policy attached hereto and incorporated herein as Appendix Z. Supplier must provide in a timely manner receipts and other documentation as required by the Vendor Expense Policy and such additional documentation or information requested by AT&T to substantiate expenses submitted by Supplier for reimbursement.

12. Add new Section, Confidentiality & Invention Agreement as follows;

Confidentiality & Invention Agreement

Supplier shall ensure that all individuals who provide Services under this Agreement sign the attached Confidentiality and Invention Agreement, Appendix I, and shall deliver an executed copy to AT&T no later than the commencement of performance of such Services.

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13. Add new Section, * as follows;**

a. ***

b. ***

c. ***

14. Add a new Section, Change Control as follows:

Change Control

The Parties agree that all changes to this Agreement and to an Order/SOW must be in writing and signed by the Party against whom enforcement is sought. Any change to an Order/SOW shall take the form of a Change Order. The Parties agree to follow a process substantially similar to that specified in Appendix M.

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15. To delete Section 3.30 Term of Agreement in its entirety and replace with a new Section 3.30 Term of Agreement as follows:

3.30 Term of Agreement

- a. This Agreement will continue in effect for a term from the Effective Date until December 31, 2013, unless it is Cancelled or Terminated before that date. The Parties may extend the term of this Agreement beyond that date by mutual written agreement.
- b. Any Order in effect on the date when this Agreement expires or is Terminated or Cancelled will continue in effect until such Order either (i) expires by its own terms or (ii) is separately Terminated or Cancelled, prior to its own expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to Agreement No. SG021306 to be executed, which may be in duplicate counterparts, each of which will be deemed to be an original but all of which together will constitute only one instrument, as of the date the last Party signs.

Synchronoss Technologies, Inc.

AT&T Services, Inc.

By:

By:

Printed Name:

Printed Name: Oliver Turman

Title:

Title: Director, Contract/Sourcing Operations

Date:

Date:

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Appendix I — Confidentiality and Invention Agreement
CONFIDENTIALITY AND INVENTION AGREEMENT

This Agreement (“Agreement”) dated _____ is made by the individual named below (“I” or “me”), who is engaged to perform work at ____ [Insert name of AT&T company that worker will be doing work for.] _____ (“AT&T Company”), as a worker of _____ (“Supplier”) under the terms and conditions of the agreement named below, between Supplier and _____ AT&T _____ .

I. Background

I have been engaged by Supplier to provide services to AT&T Company. I may be hired by Supplier as a full or part-time employee, a temporary worker, or as an independent contractor

- II. Information.** I agree and understand that the term “Information” means any technical, customer or business information in written, graphical, oral or other tangible or intangible forms, including but not limited to, specifications, records, data, computer programs, tax returns, tax workpapers, drawings, models and secrets which AT&T Company may have in its possession or be legally obligated to keep confidential. I understand that during the course of my work at AT&T Company, I may have access to Information that belongs to AT&T Company, its customers or other parties, or may be subject to privacy laws and laws regarding secrecy of communications, and that unauthorized disclosure of such Information may be harmful or prejudicial to the interests of AT&T Company. I agree not to disclose, copy, publish, or any way use, directly or indirectly, such Information for my purposes or the purposes of others, unless such disclosure or use is expressly authorized in writing by AT&T Company. I agree to keep such Information in a secure environment to prevent the inadvertent disclosure of such Information to others. I acknowledge and agree that all such Information remains the exclusive property of AT&T Company and I agree not to remove such Information from AT&T Company’s possession or premises by physical removal or electronic transmission unless I have written authorization from AT&T Company to do so.

III. Innovations

1. I understand that during and incident to my work at AT&T Company, I may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship (“Innovations”), whether or not patentable, copyrightable, or subject to other forms of legal protection. To the extent that AT&T Company owns such Innovations under its agreement(s) with Supplier, I assign to AT&T Company all of my rights, title and interest (including rights in copyright) in and to all Innovations I make, create or develop, either solely or jointly with others, during my work at AT&T Company. I agree that the above assignment is binding upon my estate, administrators, or other legal representatives or assigns.
2. I agree to promptly notify AT&T Company of all such Innovations. Whenever requested by AT&T Company, I shall promptly execute, without additional compensation, any and all instruments which AT&T Company may deem reasonably necessary to assign and convey to AT&T Company all of my rights, title and interest in and to all such Innovations to the extent that AT&T Company owns such Innovations under its agreement(s) with Supplier. In addition, I agree to assist AT&T Company in preparing copyright or patent applications and to execute such applications and all documents reasonably required to obtain copyrights or patents for such Innovation, all at AT&T Company’s expense including compensation to me at the rates specified in the agreement named below. I agree that my obligation to execute such instruments shall continue after the expiration of my work with AT&T Company.
3. THIS AGREEMENT DOES NOT APPLY TO ANY INNOVATION MADE IN THE STATE OF KANSAS FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION OF AT&T COMPANY WAS USED AND WHICH WAS DEVELOPED ENTIRELEY ON MY OWN TIME, UNLESS THE INNOVATION IS OWNED BY AT&T UNDER ITS AGREEMENT(S) WITH SUPPLIER AND (1) THE INNOVATION RELATES TO THE BUSINESS OF THE AT&T COMPANY OR THE AT&T COMPANY’S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OR (2) THE INVENTION RESULTS FROM ANY WORK PERFORMED BY ME FOR AT&T COMPANY. THIS AGREEMENT DOES NOT APPLY TO AN INVENTION MADE IN CALIFORNIA WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870. Section III, Paragraphs 1 and 2 do not apply to any Innovation which, under the provisions in the Agreement named below, is to be other than the sole and exclusive property of AT&T Company; the title provisions of said agreement apply to any such above Innovation.

IV. Administrative Terms

1. This Agreement shall be effective as of the date executed below, and shall remain in effect notwithstanding my termination of employment with Supplier or termination of my work at AT&T Company.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

I have read, understand and agree to abide by this Agreement.

By: _____

Date: _____

Print Name: _____

Social Security Number: _____

Address: _____

Agreement No. between Supplier and AT&T: _____ Effective Date: _____

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This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting Parties.

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Appendix N — ***

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Appendix M — Change Control Process and Forms**Change Control Process**

If either Party identifies the need for any change to the Specifications (“Change Control”) under this Agreement, including any Order, the Parties shall proceed in accordance with the Change Control Process set forth herein.

- A. If AT&T is the Party submitting the request, AT&T shall complete Form A and describe in reasonable detail the change it is proposing, and any effects on other Specifications or on the delivery schedule of which it is aware. Supplier shall strive to respond to such request as soon as reasonably practical, but no later than ***. Supplier’s response shall be provided by using Form B. Subsequent communication shall use Form A and Form B, as the case may be, until the Parties either agree upon the terms pursuant to which the proposed change will be made, or agree that the proposed change will not be made and agree to close the proposed Change Order. An agreement to proceed with the proposed change must be documented by using Form E.
- B. If Supplier is the Party submitting the request, Supplier shall complete Form C and describe in reasonable detail the change it is proposing, and the effects, if any, on other Specifications, schedule, and cost. AT&T shall strive to respond to such request as soon as reasonably practical, but no later than ***. AT&T’s response shall be provided by using Form D. Subsequent communication shall use Form C and Form D, as the case may be, until the Parties either agree upon the terms pursuant to which the proposed change will be made, or agree that the proposed change will not be made and agree to close the proposed Change Order. An agreement to proceed with the proposed change must be documented by using Form E.
- C. The rights and obligations of both Parties in connection with this Agreement, including any Order, shall not be changed, until a proposed Change Order is agreed to by executing Form E. Until both Parties have executed Form E, each Party shall continue to perform its obligations in accordance with the Agreement and the Order(s) placed under this Agreement.
- D. In the event Form E contains terms that are different than those set forth in this Agreement or the Order(s), the terms contained in Form E shall apply.
- E. The Change Control Log, included as Form F, shall be used by the Parties to track and monitor all proposed changes.

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FORM A
AT&T PROPOSED CHANGE ORDER

Change Order #: _____

Date: _____ Affected Order(s): _____

1. **Proposed Specification Changes** — [Identify the Specification(s), including where the Specification(s) is described in the Order, and summarize in reasonable detail the proposed changes to such Specification(s).]
2. **Effective Date For Proposed Change:**
Date: _____
3. **Summarize Expected Or Possible Impact On Other Specifications Or Schedule**
4. **Specify Any Key Assumptions, Acceptance Criteria, Additional Terms, Or Other Important Information**

Direct all Inquiries to AT&T's Project Manager:

Submitted by: _____

Telephone #: _____ Fax #: _____

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FORM B
Supplier REPLY TO AT&T PROPOSED CHANGE ORDER

Change Order #: _____

Date: _____ Affected Order(s): _____

1. **Proposed Specification Changes** [Reiterate and summarize Supplier's understanding of the proposed changes to the Specification(s)]
2. **Effective Date For Proposed Change** [Indicate the date the change can be implemented.]
Date: _____
3. **Summarize Expected Or Possible Impact On Other Specifications Or Schedule** [Indicate the impact on other Specifications, schedule of delivery, and cost/budget, if any.]
4. **Specify Any Key Assumptions, Acceptance Criteria, Additional Terms, Or Other Important Information**

Direct all Inquiries to Supplier's Project Manager:

Submitted by: _____

Telephone #: _____ Fax #: _____

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FORM C
Supplier PROPOSED CHANGE ORDER

Change Order #: _____

Date: _____ Affected Order(s): _____

1. **Proposed Specification Changes** — [Identify the proposed Specification(s) and describe in reasonable detail the proposed changes.]
2. **Effective Date For Proposed Change:**
Date: _____
3. **Summarize Expected Or Possible Impact On Other Specifications Or Schedule** [Indicate the impact on other Specifications, schedule of delivery, and cost/budget, if any.]
4. **Specify Any Key Assumptions, Acceptance Criteria, Additional Terms, Or Other Important Information**

Direct all Inquiries to Supplier’s Project Manager:

Submitted by: _____
Telephone #: _____ Fax #: _____

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FORM D
AT&T'S REPLY TO Supplier's PROPOSED CHANGE ORDER

Change Order #: _____

Date: _____ Affected Order(s): _____

1. **Proposed Specification Changes** [Reiterate and summarize AT&T's understanding of the proposed changes to the Specification(s)]
2. **Effective Date For Proposed Change** [Indicate the proposed effective date of the change.]
Date: _____
3. **Summarize Expected Or Possible Impact On Other Specifications Or Schedule** [Indicate the impact on other Specifications, schedule of delivery, and cost/budget, if any AT&T expects may occur as a result of Supplier's proposed change.]
4. **Specify Any Key Assumptions, Acceptance Criteria, Additional Terms, Or Other Important Information** [Indicate on what basis AT&T would be willing to agree to Supplier's proposed change order.]

Direct all Inquiries to AT&T's Project Manager:

Submitted by: _____

Telephone #: _____ Fax #: _____

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FORM E
CHANGE CONTROL APPROVAL

Change Order #: _____

Date: _____ Affected Order(s): _____

1. **Agreed Upon Change To Specification(s):** [Identify Specification that will be changed.]
2. **Date Scope Change Effective:**[State the date the change will be effective.]
Date: _____
3. **Describe Scope Change, including any Specifications:** [Describe the agreed upon change in full detail.]
4. **Revised price, payment schedule, delivery schedule, acceptance terms, if any, of the proposed change:** [State any changes to the original delivery schedule, original price, and payment schedule.]
5. **Additional Terms and Conditions:** [State any terms and conditions that apply to the proposed change.]

IN WITNESS WHEREOF, the Parties approve this Change Order No. ____ and incorporate it into Order No. _____. If the terms of this Change Order are inconsistent with the terms of Order No. ____ or the Agreement, the terms of this Change Order shall control.

[Insert Supplier's Name]

ATT SERVICES, INC.

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

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FORM F
CHANGE CONTROL LOG

<u>Change Order Number</u>	<u>Change Component</u>	<u>Priority (High, Med., Low)</u>	<u>Description of Change</u>	<u>Level of Effort</u>	<u>Comments</u>	<u>Status</u>	<u>Status Date</u>
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Appendix O — Security Attachment (SISR)**AT&T Supplier Information Security Requirements V3.6 (July 2008)**

The following AT&T Supplier Information Security Requirements (“Security Requirements”) apply to Supplier, its subcontractors, and each of their employees and/or temporary workers, contractors, vendors and/or agents who perform Services for, on behalf of, and/or through AT&T (for the purpose of this Appendix, each or all “Supplier”) that include **any** of the following:

1. Supplier’s performance of Services that involve the collection, storage, handling, or disposal of AT&T confidential Information;
2. Supplier-offered or -supported AT&T branded services using non-AT&T network and computing resources;
3. Connectivity to AT&T non-public networks and computing resources;
4. Custom software development or software implementation; or
5. Website hosting and development for AT&T and/or AT&T’s customers.

Supplier shall be fully compliant with these Security Requirements prior to the performance of any such Services.

Supplier represents and warrants that during the term of this Agreement and thereafter (as applicable with respect to Supplier’s obligations under the Survival of Obligations clause) Supplier is, and shall continue to be, in compliance with its obligations as set forth herein. In addition to all other remedies specified in the Agreement, Supplier agrees that AT&T shall be entitled to seek an injunction, specific performance or other equitable relief and be reimbursed the costs (including reasonable attorney’s fees) by Supplier to enforce the obligations in these Security Requirements, including those that survive Termination, Cancellation or expiration of this Agreement. The provisions of this Appendix shall not be deemed to, and shall not, limit any more stringent security or other obligations of the Agreement.

Definitions:

Unless otherwise set forth or expanded herein, defined terms shall have the same meaning as set forth in the main body of the Agreement.

“Information Resources” means any systems, applications, and network elements, and the information stored, transmitted, or processed with these resources in conjunction with supporting AT&T and/or used by Supplier in fulfillment of its obligations under this Agreement.

“Sensitive Personal Information” or “SPI” means any information that could be used to uniquely identify, locate, or contact a single person (or potentially be exploited to steal the identity of an individual, commit fraud or perpetuate other crimes). Examples of SPI include, but are not

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limited to, social security numbers, national-, state- or province-issued identification number, drivers license numbers, dates of birth, bank account numbers, credit card numbers, and other credit related information, PINs, passwords, passcodes, password hint answers, Protected Health Information as defined by the Health Insurance Portability and Accountability Act (HIPAA), biometric data, digitized signatures, and background check details.

In accordance with the foregoing, Supplier shall:

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Connectivity Requirements

In the event Supplier has, or will be provided, connectivity (*e.g.*, access to AT&T's or its customers' networks) in conjunction with this Agreement, then in addition to the foregoing, the following Security Requirements shall apply to Supplier:

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1. ***
2. ***
3. ***

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Appendix Z — Vendor Expense Policy

1.0 General

The AT&T Vendor Expense Policy (VEP) provides guidelines to be followed by all vendors of AT&T in requesting reimbursement for business travel, meals and other business related expense. Expenses outside this policy are not reimbursable.

The following principles apply to requests for expense reimbursement:

When spending money that is to be reimbursed, vendors must ensure that an AT&T Company (“Company”) receives proper value in return.

The concept that a vendor and their employees are ‘entitled’ to certain types or amounts of expenditures while conducting business with the Company is erroneous. Personal expenditures reported for reimbursement should be billed exactly as they were incurred. The use of averages for any type expenditure or combination of expenditures is not permitted except as specifically provided or documented in a contract.

Every vendor and AT&T employee who certifies or approves the correctness of any voucher or bill should have reasonable knowledge the expense and amounts are proper and reasonable. In the absence of the adoption of such policy, or existing contractual agreements, these guidelines are considered the minimum requirements for requesting reimbursement of Company funds.

Receipts will be requested and reviewed for any unusual or out of the ordinary expenses or where the approver cannot make a reasonable determination of the propriety of the invoice without a receipt.

The origination of a given expenditure for business purposes is the responsibility of the vendor incurring the expense and the authorization of that expense is the responsibility of the appropriate level of AT&T management in accordance with the Schedule of Authorizations for Affiliates of AT&T Inc.

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1.1 Non-Reimbursable Expenses

The following is a list, although not all inclusive, of expenses considered not reimbursable:

- Airline club membership fees, dues, or upgrade coupon
- Meals not consistent with AT&T employee policy
- Annual credit card fees
- Barber/Hairstylist/Beautician Expenses
- Car rental additional fees associated with high speed toll access programs
- Car Washes
- Entertainment expenses
- Health Club and Fitness facilities
- Hotel safe rental
- Upgrades on airline, hotel, or car rental fees
- Excessive tips, *i.e.*, in excess of 15% to 18% of cost of meal or services, excluding tax
- PC, cell phone, and other vendor support expenses (unless specifically authorized in the agreement)
- Meals not directly required to do business on the AT&T account (e.g. vendors cannot voucher lunch with each other simply to talk about AT&T)
- In-flight drinks or meals
- Magazines & newspapers
- Personal entertainment
- Expenses associated with spouses or other travel companions
- Office expenses of vendors
- Surcharges for providing fast service (not related to delivery charges such as Fedex, UPS, etc.). AT&T expects all vendors to complete the terms of contracts in the shortest period practicable. Charges for shortening the timeframe in which contracts are fulfilled are not permissible.
- Expenses to cover meals or expenses for an AT&T employee, whether in a home location or on official travel
- Travel purchased with prepaid air passes.
- Birthday cakes, lunches, balloons, and other personal celebration/recognition costs
- Break-room supplies for the vendor, such as coffee, creamer, paper products, soft drinks, snack food
- Water (bottled or dispensed by a vendor), (unless authorized for specific countries where it is recommended that bottled water is used)
- Clothing, personal care, and toiletries
- Laundry (except when overnight travel is required for 7 or more consecutive nights)
- Flight or rental car insurance
- Flowers, cards and gifts
- Hotel pay-per-view movies, Video Games and/or mini bar items

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- High speed internet access in hotels (added to 3.5)
- Lost luggage
- Traffic or Parking Fines
- Tobacco Products
- Medical supplies
- Membership fees to exercise facilities or social/country clubs
- Movies purchased while on an airplane
- Phone usage on airline unless AT&T business emergency

The failure to comply with the above mentioned restrictions will result in the Company refusing payment of charges or pursuing restitution from the vendor.

2.0 Responsibilities

2.1 Vendor's Responsibility

AT&T's sponsoring managers will ensure that vendors have been covered on this policy prior to incurring any expenditure. Vendors and their sponsoring AT&T managers are responsible for clarifying any questions or uncertainties they may have relative to reimbursable business expenses.

It is mandatory that financial transactions are recorded in a timely manner. **Out-of-pocket business expense(s) for vendors that are not submitted for reimbursement within 90 calendar days from the date incurred are considered non-reimbursable.** Company managers who are responsible for approving reimbursable expenses of vendors should ensure they are submitted and approved in a timely manner.

3.0 Travel Policy

Vendors must first consider the feasibility of using videoconferencing or teleconferencing as an alternative to travel. Travel that is to be reimbursed by AT&T should be incurred only as necessary and pre-approved by AT&T (unless otherwise authorized in the agreement).

AT&T reserves the right to dispute any expense submittal and if not verifiable as valid may reject reimbursement. Reimbursements will be made to vendor only after expenses are verified as valid.

3.1 Travel Authorization

Travel requiring overnight stays must be pre-approved by the sponsoring AT&T Senior Manager (5th Level or above) and should be approved only if it is necessary for the vendor to travel to perform required work.

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3.2 Travel Reservations

Vendors are expected to procure the most cost efficient travel arrangements, preferably equivalent to the AT&T discount rate. AT&T does not reimburse for travel purchased with prepaid air passes.

3.3 Travel Expense Reimbursement

Vendor travel expenses incurred for company business are reimbursable only as specified in these guidelines. Travel expenses may include the following:

- Transportation (airfare or other commercial transportation, car rental, personal auto mileage, taxi and shuttle service)
- Meals and lodging
- Parking and tolls
- Tips/porter service (if necessary and reasonable)
- Vendors who stay with friends or relatives or other vendor employees while on a Company business trip will **NOT** be reimbursed for lodging, nor will they be reimbursed for expenditures made to reciprocate their hospitality by buying groceries, being host at a restaurant, etc.

The expense must be ordinary and necessary, not lavish or extravagant, in the judgment of the AT&T sponsoring management. Any reimbursement request must be for actual expenditures only.

3.4 Air Travel Arrangements

Vendors must select lowest logical airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain lowest possible airfare). Vendors shall book coach class fares for all travel at all times. First class bookings are not reimbursable. Vendors can request business class when a single segment of flight time ("in air time" excluding stops, layovers and ground time) is greater than 8 hours providing the relevant manager pre-approves.

3.5 Hotel Arrangements

AT&T has established Market-Based Room Rate Guidelines for vendors to reference when making hotel reservations in the United States (see Addendum A). U.S. vendors traveling outside the U.S. should reference the GSA, Government Per Diem as a guide: http://aoprals.state.gov/web920/per_diem.asp. Non-US vendors may use these dollar per diems as a guide, but any locally specified per diems will take precedence. Vendors are expected to abide by these guidelines when making hotel arrangements or use specified AT&T preferred hotels/maximum location rates or reasonably priced hotels outside of the U.S... The AT&T supplier manager can advise which hotel/max rate to use if there is a hotel in the location concerned. AT&T will only reimburse vendors up to the established room rate guideline/AT&T preferred hotel rate in each market, or for actual hotel lodging charges incurred, whichever is less.

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There must be a strong business justification for incurring any cost for internet access, and a request for reimbursement must be accompanied by a detailed explanation regarding reason for charge.

Note: Vendors must indicate the number of room nights on the transaction line when invoicing for reimbursement of hotel expenses. Copies of all hotel bills must be made available for any invoice containing lodging charges.

3.6 Ground Transportation

While away from their home location overnight, vendors are expected to utilize rapid transit or local shuttle service. If the hotel provides a complimentary shuttle, vendors are to use this service before paying for transportation. If complimentary service is not provided a taxi or other local transportation is reimbursable as a business expense. Tips provided to taxi drivers cannot exceed 15% of the value of the total fare

A rental car is appropriate when the anticipated business cost is less than that of other available public transportation. Except to the extent necessary to accommodate several travelers and/or luggage requirements, vendors will not be reimbursed for automobile rentals other than economy or mid-sized/intermediate models.

“Loss Damage Waiver” and “Extended Liability Coverage” are not considered reimbursable in the US. Prepaid fuel or refueling charges at the time of return are not reimbursable.

Rental cars should be refueled before returning to the rental company, since gas purchased through the rental company carries an expensive refueling service charge.

3.7 Use of Personal Vehicle

When use of personal vehicle is required, the current locally approved mileage rate for miles driven for the business portion of the trip should be the maximum used to determine the amount to be reimbursed.

3.8 Parking

If airport parking is necessary, vendors must use long term parking facilities. Additional costs for short term, valet or covered parking are not reimbursable.

3.9 Entertainment

Entertainment expense is not reimbursable to vendors. Entertainment includes meal expense involving AT&T personnel, golf fees, tickets to events and related incidental expenses. Hotel charges for a pay-per-view movie, individual sightseeing tours, or other individual activities (i.e., golf, sporting event, movie, etc.) are not reimbursable.

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3.10 Laundry and Cleaning

Reasonable laundry charges during business trips of seven or more **consecutive** nights are reimbursable based on actual expenses incurred.

3.11 Communications

- The actual cost of landline telephone calls for AT&T business is reimbursable. The use of AT&T products is required when available.
- AT&T will not reimburse vendors for cell phone bills unless approved under the contract. With prior consent of the sponsoring AT&T Senior Manager, only individual calls that **exceed** a vendor's rate plan that are necessary to conduct business for AT&T may be reimbursed.
- Charges for high speed internet access are not reimbursable unless specifically approved in the contract.

3.12 Business Meals (Travel and Non-Travel)

Vendors are expected to find reasonably priced dining alternatives. As a general rule, vendors are expected to spend USD **\$42.00 or less per day** (or local currency equivalent) inclusive of tax and gratuity or to abide by the legally specified per diem applicable in the Vendor's country. This includes all meals, beverages and refreshments purchased during the day. Requests for reimbursement should break out the amount for meals and list the related number of travel days. If breakfast is offered as part of the hotel accommodation rate, no additional reimbursement will be permitted for breakfast. Vendors may not submit expenses to cover meals or expenses for an AT&T employee, whether in a home location or on official travel.

AT&T managers authorizing invoices will be held accountable for ensuring that vendors are following this policy and are spending Company funds economically.

3.13 Flowers, Greeting Cards, Gifts and Incentive Awards

The cost of gifts, flowers, birthday lunches, or greeting cards is considered a personal expense and is not reimbursable. For example, vendors making a donation or providing a gift for a fund-raiser for AT&T may not submit such an expense to AT&T for reimbursement.

3.14 Loss or Damage to Personal Property

The Company assumes no responsibility for loss or damage to a vendor's personal property during business functions or hours.

3.15 Publications

Subscriptions to or purchases of magazines, newspapers and other publications are not reimbursable.

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Addendum A — AT&T U.S. 2008 Hotel Room Rate Only Guidelines

This Chart applies to the U.S. locations. For Travel outside of the U.S., travelers should exercise prudent judgment and select reasonably priced hotels, based on local market conditions. Employees traveling out-side the U.S. should reference the GSA, Government Per Diems as a guide http://aoprals.state.gov/web920/per_diem.asp U.S. Cities not listed on this Hotel Room Rate Only Guideline Matrix, default to \$110.00 nightly rate. On occasion an AT&T Preferred Property may exceed the rate guideline for a particular city, but has been added due to tight supply within the market. However, an alternate Preferred Property within the guideline will be offered and should be accepted when available.

City	St	2008 Guideline	City	St	2008 Guideline	City	St	2008 Guideline	City	St	2008 Guideline
Anchorage	AK	***	Rocky Hill	CT	***	Shawnee	KS	\$120	Short Hills	NJ	***
Fairbanks	AK	***	Stamford	CT	***	Wichita	KS	\$ 90	Somerset	NJ	***
Glennallen	AK	***	Wallingford	CT	***	Elizabeth	KY	\$ 90	Teaneck	NJ	***
Ketchikan	AK	***	Washington	DC	***	Hopkinsville	KY	\$ 90	Tinton Falls	NJ	***
Kodiak	AK	***	Wilmington	DE	***	Louisville	KY	\$135	Warren	NJ	***
Birmingham	AL	***	Boynton Beach	FL	***	Covington	LA	\$ 90	Whippany	NJ	***
Huntsville	AL	***	Fort Lauderdale	FL	***	Metairie	LA	\$140	Woodcliff Lake	NJ	***
Montgomery	AL	***	Gainsville	FL	***	New Orleans	LA	\$140	Las Vegas	NV	***
Fayetteville	AR	***	Jacksonville	FL	***	Shreveport	LA	\$ 95	Reno	NV	***
Little Rock	AR	***	Lake City	FL	***	Boston	MA	\$300	Albany	NY	***
VanBuren	AR	***	Lake Mary	FL	***	Cambridge	MA	\$279	Fishkill	NY	***
Chandler	AZ	***	Lakeland	FL	***	Dedham	MA	\$155	Jamaica	NY	***
Mesa	AZ	***	Maitland	FL	***	Lowell	MA	\$120	New York	NY	***
Phoenix	AZ	***	Miami	FL	***	Marlborough	MA	\$175	Plainview	NY	***
Scottsdale	AZ	***	Miami Beach	FL	***	Stoughton	MA	\$160	Rochester	NY	***
Tempe	AZ	***	Orlando	FL	***	Annapolis	MD	\$155	Rockville Center	NY	***
Tucson	AZ	***	Orange Pk	FL	***	Greenbelt	MD	\$176	Vestal	NY	***
Anaheim	CA	***	Palm Beach	FL	***	Clinton	MI	\$ 90	White Plains	NY	***
Buena Park	CA	***	Plantation	FL	***	ComstockPark	MI	\$ 90	Woodbury	NY	***
Burbank	CA	***	Saint Augustine	FL	***	Detroit	MI	\$120	Tarrytown	NY	***
Burlingame	CA	***	Spring Hill	FL	***	Lansing	MI	\$120	Centerville	OH	***
Cerritos	CA	***	Sunrise	FL	***	Livonia	MI	\$ 90	Chillicothe	OH	***
Chico	CA	***	Tallahassee	FL	***	Marquette	MI	\$ 90	Cleveland	OH	***
City of Industry	CA	***	Tamarac	FL	***	Saginaw	MI	\$ 90	Columbus	OH	***
Coronado	CA	***	Tampa	FL	***	Southfield	MI	\$140	Dayton	OH	***
Costa Mesa	CA	***	West Palm Beach	FL	***	Bloomington	MN	\$135	Dublin	OH	***
Cupertino	CA	***	Albany	GA	***	Deluth	MN	\$ 90	Grove City	OH	***
Dublin	CA	***	Alpharetta	GA	***	Minneapolis	MN	\$135	Miamisburg	OH	***

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City	St	2008 Guideline	City	St	2008 Guideline	City	St	2008 Guideline	City	St	2008 Guideline
Emeryville	CA	***	Atlanta	GA	***	Branson	MO	***	North Olmsted	OH	***
Eureka	CA	***	Brunswick	GA	***	Bridgeton	MO	***	Reynoldsburg	OH	***
Fresno	CA	***	Buckhead	GA	***	Creve Coeur	MO	***	Richfield	OH	***
Glendale	CA	***	Carrollton	GA	***	Jefferson City	MO	***	Youngstown	OH	***
Hayward	CA	***	Columbus	GA	***	Joplin	MO	***	Oklahoma City	OK	***
Hollywood	CA	***	Conyers	GA	***	Kansas City	MO	***	Tulsa	OK	***
Irvine	CA	***	Griffin	GA	***	Lees Summit	MO	***	Portland	OR	***
La Jolla	CA	***	Newnan	GA	***	Saint Louis	MO	***	Tigard	OR	***
La Mirada	CA	***	Savannah	GA	***	Springfield	MO	***	Audubon	PA	***
Long Beach	CA	***	Valdosta	GA	***	Clinton	MS	***	Essington	PA	***
Los Angeles	CA	***	Waycross	GA	***	Jackson	MS	***	Harrisburg	PA	***
Milpitas	CA	***	Woodstock	GA	***	Tupelo	MS	***	King of Prussia	PA	***
Modesto	CA	***	Honolulu	HI	***	Asheville	NC	***	Philadelphia	PA	***
Montebello	CA	***	Kailua Kona	HI	***	Burlington	NC	***	Pittsburgh	PA	***
Ontario	CA	***	Clive	IA	***	Carolina Beach	NC	***	Wayne	PA	***
Orange	CA	***	Des Moines	IA	***	Charlotte	NC	***	Charleston	SC	***
Pasadena	CA	***	Johnston	IA	***	Durham	NC	***	Florence	SC	***
Pleasanton	CA	***	Urbandale	IA	***	Fayetteville	NC	***	Dakota Dunes	SD	***
Rancho Cordova	CA	***	Alsip	IL	***	Gastonia	NC	***	Knoxville	TN	***
Red Bluff	CA	***	Arlington Heights	IL	***	Goldsboro	NC	***	Memphis	TN	***
Riverside	CA	***	Bourbonnais	IL	***	Jacksonville	NC	***	Nashville	TN	***
Rocklin	CA	***	Champaign	IL	***	Laurinburg	NC	***	Arlington	TX	***
Sacramento	CA	***	Chicago	IL	***	Triangle Park	NC	***	Austin	TX	***
San Diego	CA	***	Collinsville	IL	***	Omaha	NE	***	Corpus Christi	TX	***
San Francisco	CA	***	Crystal Lake	IL	***	Basking Ridge	NJ	***	Dallas	TX	***
San Gabriel	CA	***	Gurnee	IL	***	Bernardsville	NJ	***	El Paso	TX	***
San Jose	CA	***	Hoffman Estates	IL	***	Bridgewater	NJ	***	Frisco	TX	***
San Leandro	CA	***	Joliet	IL	***	Cranbury	NJ	***	Houston	TX	***
San Luis Obispo	CA	***	Libertyville/Vernon H	IL	***	Eatontown	NJ	***	Lubbock	TX	***
San Mateo	CA	***	Lisle/Naperville	IL	***	Edison	NJ	***	Mcallen	TX	***
San Ramon	CA	***	Matteson	IL	***	Elizabeth	NJ	***	Plano	TX	***
Santa Ana	CA	***	Oakbrook/ Downers G	IL	***	Fair Lawn	NJ	***	Richardson	TX	***
Santa Monica	CA	***	Ofallon	IL	***	Florham Park	NJ	***	San Antonio	TX	***
Temecula	CA	***	Orland Park	IL	***	Iselin	NJ	***	The Woodlands	TX	***

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<u>City</u>	<u>St</u>	<u>2008 Guideline</u>	<u>City</u>	<u>St</u>	<u>2008 Guideline</u>	<u>City</u>	<u>St</u>	<u>2008 Guideline</u>	<u>City</u>	<u>St</u>	<u>2008 Guideline</u>
Torrance	CA	***	Peoria	IL	***	Mahwah	NJ	\$200	Salt Lake City	UT	***
Universal City	CA	***	Schaumburg	IL	***	Morristown	NJ	\$176	Arlington	VA	***
Walnut Creek	CA	***	Willowbrook	IL	***	Mt. Laurel	NJ	\$135	Chantilly	VA	***
West Sacramento	CA	***	Carmel	IN	***	Paramus	NJ	\$165	Chester	VA	***
Colorado Springs	CO	***	Columbus	IN	***	Parsippany	NJ	\$200	Fairfax	VA	***
Denver	CO	***	Elkhart	IN	***	Piscataway	NJ	\$155	Falls Church	VA	***
Englewood	CO	***	Evansville	IN	***	Princeton	NJ	\$135	Glen Allen	VA	***
Greenwood Village	CO	***	Indianapolis	IN	***	Red Bank	NJ	\$140	Herndon	VA	***
Pueblo	CO	***	South Bend	IN	***	Saddle Brook	NJ	\$165	Norfolk	VA	***
New Haven	CT	***			***	Saddle River	NJ	\$200	Richmond	VA	***
Sandston	VA	***	Bothell	WA	***	Tacoma	WA	\$250	Oak Creek	WI	***
Sterling	VA	***	Kirkland	WA	***	Tukwila	WA	\$210	Racine	WI	***
Tyson's Corner	VA	***	Lynnwood	WA	***	Woodinville	WA	\$180	Charleston	WV	***
Vienna	VA	***	Redmond	WA	***	Appleton	WI	\$ 90	Seattle	WA	***
Bellevue	WA	***	Madison	WI	***	Brookfield	WI	\$120	Spokane	WA	***

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AT&T Services, Inc.
AT&T Order Management Center (OMC)
Contract
January 1, 2009

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1.0 Introduction

1.1 General Agreements

1.1.1 This Contract between AT&T Services, Inc. (“AT&T”) and Synchronoss Technologies, Inc. (“STI”) (“Contract”) is governed by the Master Services Agreement No. SG021306 (“MSA”) dated September 1, 2005. The parties agree that the AT&T Online Order Management Center (OMC) Contract, dated September 1, 2005 is terminated as of the Effective Date, provided, any rights that accrued thereunder or under the Cingular eCommerce Statement of Work dated July 16, 2003 and the “Appendix A: AWX Order Management Center (OMC) Contract”, dated July, 2003 as amended prior to the Effective Date shall survive termination. In the event of a conflict between this Contract and the MSA, the terms of the Contract will govern. Contract modifications need to be in writing, as well as mutually agreed upon by both parties in accordance with the Change Control process documented in the MSA. This Contract shall be effective as of January 1, 2009 (the “Effective Date”).

1.2 Definitions

“**Channel**” means a unique point of sale or containing unique services and/or transactions and in either case requires an incremental dedicated infrastructure or environment. The need for such incremental dedicated infrastructure or environment must be approved by AT&T. ***. For example, the addition of a new Transaction type, which may require software development, within an existing Channel does not constitute a new channel.

“**Transaction**” means a unique request received through the Order Gateway.

“**ASP Solution**” means the STI managed application services provider solution, which consists, among other things, of the Order Gateway, Workflow Manager, Reporting Platform and IVR. The ASP Solution is hosted by STI.

“**Manual Processing**” means processing of a Transaction that requires human intervention by STI including; taking inbound calls and/or placing outbound calls, and using individuals to manage and pursue to resolution issues related to Transactions.

1.3 Overview Program Scope

The scope of this Contract is to define the work activities, transaction pricing, forecasting process, service level agreements and remedies associated with the Services (defined below) performed by STI for AT&T’s eCommerce organizations (“AT&T eCommerce”).

STI’s shall provide its ASP Solution to streamline the back office management process relating to the sale of wireless and wireline telecommunications services by AT&T eCommerce, improve cycle times for such sales, reduce the transaction cost per subscriber and create an exceptional customer experience. STI’s ASP Solution will enable STI to manage AT&T eCommerce’s business objectives. STI shall provide the following services (“Services”) under this Contract:

- The process, tools and organizations that support AT&T eCommerce transaction management. Transaction management includes, but is not limited to:
 - automated Transactions through the Order Gateway
 - Manual Processing
- Operational metrics and executive reporting.

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- The configuration management, hosting and Tier 1-3 support of the Order Gateway (defined and described in Section 4.1 below), Workflow Manager (defined and described in Section 4.2 below), Reporting Platform (defined and described in Section 4.3 below), Integrated IVR Solution (defined and described in Section 4.4 below), and Email Manager (STI's system for tracking and responding to emails).
- IT Professional Services (defined and described in Section 9.3 below).

2.0 Service Term

The term of this Contract is three (3) years from the Effective Date (the "Initial Term"). AT&T shall have the right to renew this Contract for *** additional one (1) year terms by providing written notice to STI at least *** prior to the end of such Initial Term or such renewal term.

3.0 OMC — ASP Program

STI shall establish and manage scalable, reliable and flexible Order Management Center ("OMC") for operations. STI shall focus on meeting service level agreements ("SLAs") for sales transaction processing, inbound call handling and customer contacts for AT&T eCommerce. STI shall adhere to all of AT&T eCommerce's business processes and security standards in performing its OMC Services to ensure a seamless AT&T branded customer experience. STI shall support business from AT&T eCommerce consumer and business customers.

3.1 Transaction Processing

The primary source of Transaction volumes will be generated from AT&T eCommerce front-end clients (e.g., eCommerce (wireless and wireline) and eCommerce Premier). STI shall utilize the STI OMC to strive to consistently deliver at or above the SLA commitments. The STI OMC operating hours will be flexible to support the overall AT&T eCommerce objectives. The OMC will operate seven days a week and will support the hours of operation required by AT&T eCommerce, including 7x24 OMC support.

3.2 Order Management Center Work Flow

STI shall strive to consistently meet a *** cycle time from "click (order) to call" for the Transactions types identified herein, in accordance with AT&T's requirements. In order to accomplish this, STI will strive to streamline the process by reducing the number of manual handoffs in the current process. In addition, STI's OMC agents will manage all inbound and outbound customer contacts associated with AT&T eCommerce Transactions. The OMC will leverage STI's integrated suite of the products described in Section 4.0 of this Contract to meet and exceed SLA objectives.

4.0 STI OMC

4.1 Order Gateway

STI shall provide AT&T with an order gateway ("Order Gateway"). The Order Gateway is the transaction hub-and-spoke operation supporting all AT&T transactions. The Order Gateway interfaces with front-end web clients, validation services, as well as back-end systems of record for flow through automated processing. The Order Gateway provides a single platform for fulfilling multiple transactions across all technologies.

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4.2 Workflow Manager

The “Workflow Manager” is a web-based workflow tool for both business and consumer AT&T eCommerce Transactions. This Workflow Manager is used to track fully automated transactions and manage transaction fallout. STI utilizes the Workflow Manager to provide one unified platform for managing all AT&T eCommerce Transactions. The key benefits are:

- A unified workflow and platform across all transactions
- Provide visibility to online transactions in a single platform bringing together multiple back office systems into a common workflow management tool

4.3 Reporting Platform

STI shall provide AT&T eCommerce with operational metrics and visibility to all transactions flowing through the Order Gateway and Workflow Manager. STI will use the Reporting Platform to provide data and metrics on a historical, daily and in real-time basis. The Reporting Platform provides complete visibility for each step of the AT&T eCommerce transaction management process. The following reporting tools are components of the Reporting Platform and will be enhanced and managed by STI throughout the term of this OMC Contract:

- Real-Time Reporting (RTR) portal will provide visibility and fallout statistics as transactions flow through the gateway and change status throughout the transaction lifecycle process.
- Mobile reports that allow AT&T key business users to receive critical data on their online transactions right to their Blackberry or data device.
- Daily Operational Reports will provide analysis and trends for all data and voice transactions

STI shall provide the following KPIs to AT&T on a daily, weekly, monthly and quarterly basis:

- a) Total orders processed via the OMC
- b) Total orders processed through Order Gateway, fallout error queue, etc
- c) Total order received and total orders entered by the order center cut off time
- d) Total orders entered and not fulfilled by the OMC
- e) Total orders activated, shipped and cancelled
- f) Total orders in queue to be processed at the OMC (real-time)
- g) Real-time order status tracking throughout the life cycle of an order. Identify order process flow constraints
- h) Number of Transactions Received by Order Gateway
 - This report shows the total number of orders received by the Order Gateway trended over time intervals.
- i) Number of Transactions Processed by Order Type, Order Center, and Service Representative
 - As the Order Gateway receives orders, they will be directed to various Order Centers. This report shows the total number of Orders processed by Order Center, Order Type, and Service Representative trended over time intervals.
- j) Number of Failed Transactions

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- This report will show the total number of failed Transactions along with the corresponding reason code at any given time.
- k) Number of Orders by Queue
 - As the Order Gateway receives orders, they will be put in queues for processing. This report shows the total number of orders, in the Queue, at any given time.
- l) Time Spent by Orders in Queue
 - This report shows the shortest time, longest time, and the average time spent by orders in queues trended over time intervals.

Additional reports will be deployed during the term of this Contract after formal requirements are developed and mutually agreed to by both parties.

4.4 Integrated IVR Solution

STI will provide AT&T with a voice and/or DTMF enabled IVR that meets or exceeds AT&T's requirements. The IVR will provide AT&T with call queuing capabilities, inbound call load balancing, customer self service and reporting capabilities. The IVR is a key product in managing customer contacts and managing the call to order ratio for the OMC. The IVR will be developed and managed by STI.

5.0 Order Gateway and Order Manager Hosting

STI shall use the Order Gateway and Workflow Manager to provide AT&T with a standard environment for the two initial AT&T eCommerce Channels interfacing with the Order Gateway. In addition to hosting the application, STI will provide Tier 1 —3 support for this environment including;

Tier 1 — NOC

Synchronoss' Network Operations Center (NOC) provides first level support for all system related issues. The NOC monitors all Synchronoss systems 24x7 utilizing an array of network an application management tools. The NOC also provides first line support for all end user questions and application account management requests.

Tier 2 — MDF

The Synchronoss Managed Data Center Facility (MDF) team consists of DBA's, UNIX Sys Admins and Network engineers that provide second level support for all system-related issues. The MDF team works directly with the NOC to respond to any system generated alerts or end user reports of system issues or anomalies. The MDF team will address any issues related to system performance, hardware failures, OS and DBMS tuning and system configuration.

The MDF team will also work with our customers to define and configure system integration points like VPN, shared security keys etc.

Tier 3 — Application Support / R&D

The Synchronoss Application Support and R&D team works directly with the NOC and MDF teams to address any issues related to application performance or functionality that require development support. This team will participate in troubleshooting efforts that may point to code related or system integration issues and will develop any software patches/fixes required to address systems issues.

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5.1 Hosting Requirements

STI will provide and maintain all facilities, including: physical premises, server(s), database server(s), firewall(s), Internet connectivity and any other facilities required to support the Order Gateway and Order Manager.

STI will provide to AT&T a list of all hardware, software and equipment located at STI's premise as of the Effective Date and annually thereafter that will be used to perform the Services required under this Contract. STI shall provide sufficient hardware, software and equipment to ensure ***% availability of the Services.

5.2.A Secure Environment

The premises, hardware, and application will be accessible only to authorized personnel. ***

5.2 Access Security

STI shall adhere to all AT&T access control requirements as defined in Section 4.1 Access of the MSA. STI utilizes a combination of access control ***.

5.3 Security and Privacy

In the event STI receives AT&T Data, including AT&T Customer Information, (as defined in the MSA), STI shall not use such AT&T Data for any purpose other than the fulfillment of STI's obligations of this Contract. STI shall not provide such AT&T Data to any third-party (other than STI's contractors who have a need to know such information in connection with performing Services on STI's behalf hereunder and have agreed in writing to keep such AT&T Data confidential and abide by the other obligations applicable to STI hereunder, in which case STI represents and warrants that it assumes all OMC Contract obligations on behalf of its contractors) for any reason, unless specifically authorized in writing by AT&T; provided, however, if STI is required to produce such AT&T Data to comply with any legal, regulatory or law enforcement requirement or law enforcement investigations, STI may do so after providing AT&T i) prior written notice of its intent to produce the AT&T Data and ii) an opportunity to seek a protective order or similar mechanism to prevent disclosure as AT&T deems necessary. STI shall comply with the AT&T security or privacy requirements in effect at any time during the term of this Contract; provided such requirements are provided to STI. The current AT&T security or privacy requirements are set forth in Section 4.5 of the MSA, "AT&T Supplier Information Security Requirements (SISR)" and Appendix O — Security Attachment (SISR) of the MSA. In the event such requirements are modified, AT&T shall provide such modifications to STI in writing. Such requirements include, but are not limited to, compliance with AT&T's privacy policy, including the restrictions on the use of cookies and web beacons, requirements to encrypt customer information in a certain manner and requirements to store customer and other AT&T information in a certain manner. At a minimum, STI will undertake the following measures to ensure the security of all AT&T Data and other AT&T information:

- ***
- ***
- ***
- ***

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- ***
- ***
- ***
- ***

5.4 Environmental Standards

STI represents and warrants that any hardware required to perform the Services under this Contract will be protected from damage by:

- ***
- ***

In the event of a loss of commercial power, the facility is connected to *** capable of supporting the STI Managed Data Facility located in *** (“MDF”) for no less than ***.

5.5 Monitoring

The following monitoring tools and practices will be provided by STI.

- a) ***
- b) ***
- c) ***
- d) ***

The production system will reside in the STI MDF. The MDF is equipped with ***.

5.6 Backups

STI shall automatically backup Data and applications ***. STI shall provide a real-time mechanism to ensure the safety and integrity of Order Gateway data. On the ***. The backup is an automated process. Additionally, the backup from *** is stored ***.***.

6.0 Disaster Recovery (DR)

STI shall provide a disaster recovery solution for the all Services required under this Contract that enables rapid restoration of all functions of the system in event of a long-term service disruption to the STI MDF. This section provides an overview of the infrastructure required to support the disaster recovery solution as well as the service levels associated with the solution.

6.1 DR Solution Overview

STI shall leverage its *** to provide a highly available system that will restore STI’s ASP Solution to full service within *** of a total service outage

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in its *** facility. STI will place the current *** in the *** facility as the core component of this solution. This environment will be augmented to provide sufficient server hardware and software to be a functional equivalent to the current production environment in terms of handling order volume and user load. The *** will contain a full compliment of network infrastructure including firewalls, load balancers and high-speed switches to ensure all network connectivity is equivalent to production as well.

A *** will be implemented to ensure that a full copy of the production database is maintained in the *** at all times. In the event of a total service disruption in the *** facility, the *** will be reconfigured to access the production database and provide the production instance of the STI ASP Solution.

6.2 DR Service Levels

STI shall meet or exceed the following DR solution service levels:

- Service restoration time: ***
- System performance level: equal to production in terms of user and order volume
- System SLA's: same as for production (Attachment B). System will conform to the requirements of Section 5.0 of this document

NOTE: This solution will rely on the existing dedicated, private circuit (e.g. friends net connection) between STI's Bridgewater, NJ office and AT&T's designated facilities.

- DR test will be performed *** times *** at a mutually agreed to time by both parties.

7.0 Manual Processing

7.1 For each of the *** Channels initially governed under this Contract *** and ***, AT&T or its designated third party, at its sole discretion, may elect to perform Manual Processing for up to ***% (the "Initial Manual Processing Percentage") of the Manual Processing for Transactions processed through the Order Gateway for such Channel during a ***. In the event AT&T wants to make such election prior to the Effective Date, AT&T shall notify STI in writing on or before the date this Contract is executed, by the later of AT&T and STI, the actual percentage of Manual Processing it intends to assume. In the event AT&T wants to make such election after the Effective Date, AT&T shall notify STI via the forecasting process identified in Attachments A-1 and A-2 the actual percentage of Manual Processing it intends to assume. In the event AT&T elects for AT&T or such third party to provide such Manual Processing for such Channel, STI will provide AT&T, or third party employees and contractors who will be performing such Manual Processing access to the ASP Solution and related STI system(s) access solely to perform such Manual Processing for such Channel *** after AT&T notifies STI; provided, however, if AT&T makes such election on or before the date this Contract is executed by the later of AT&T or STI, STI will provide such access on *** after the date this Contract is executed by the later of AT&T and STI. In addition, each employee or contractor of AT&T or such third party who will access the ASP Solution or related STI system(s) shall agree in writing to comply with STI's information security requirements. In the event AT&T makes such

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election, STI will work with AT&T to ensure that the agreed upon allocations for such Channel(s) are implemented per this Contract.

In the event AT&T makes such election and exceeds the percentage of Manual Processing set forth above in any ***, STI will not penalize AT&T for any such overage and, in such case, the parties will promptly upon determining such overage, meet and negotiate in good faith a process to move toward the then applicable percentage of Manual Processing AT&T should be handling pursuant to the terms of this OMC Contract.

- 7.2 In the event that STI fails to achieve (i) the same Manual Processing SLA (as defined below) for any Channel in any *** or ***, or (ii) two (2) or more Manual Processing SLA's for a Channel in any *** or ***, AT&T may elect to have AT&T or its designated third party perform Manual Processing for such Channel for more than the Initial Manual Processing Percentage (up to ***) of the Transactions processed through the ASP Solution. For purposes of this Agreement, Manual Processing SLA for each Channel shall have the meaning ascribed to such term in the SLA Attachment B specific to such Channel.
- 7.3 In the event that AT&T elects to perform the Manual Processing itself or through a third party for a Channel in excess of the Initial Manual Processing Percentage and STI does not have the appropriate skill sets or such bid is at a lower cost than STI, STI shall have the opportunity to review the bid (subject to any non-disclosure issues) and determine if STI meets the same cost and/or skill set requirements as such bid. Promptly after receiving such bid, AT&T shall provide STI with the necessary information relating to such bid (including pricing and resources) for STI to make such determination; provided, however, AT&T shall not be required to provide any information which would cause it to violate its confidentiality obligations to a third party. STI shall take information provided by AT&T at face value in connection with such determination. In connection with such mutual evaluation, the parties shall determine whether such bid and STI's current resources for such Channel:
- (a) Are for substantially similar Manual Processing services (E.g. ***) as provided hereunder
 - (b) Have substantially similar productivity or occupancy (e.g., ***) as provided hereunder
 - (c) Have substantially similar training costs (E.g., ***)
 - (d) Include substantially similar scope of services and including associated cost components (e.g. ***)

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(e) Have substantially similar material contractual terms and conditions (E.g. ***) provided hereunder

Within *** ("Evaluation Period") of receiving the necessary information from AT&T, STI shall provide written notice to AT&T whether it will (i) perform Manual Processing for such Channel on the same terms as set forth in such bid immediately upon completion of such evaluation within Evaluation Period, (ii) allow AT&T or such third party to assume such Manual Processing for such Channel as provided in such bid, or (iii) escalate to its respective executives in accordance with the provision below. In the event that STI does not provide written notice to AT&T within such ***, STI will be required to immediately perform such Manual Processing for such Channel on the same terms as set forth in such bid.

In the event that STI and AT&T do not agree on the results of such evaluation, the President of STI and an Officer of the respective division of AT&T shall meet to resolve such dispute within *** of the conclusion of the Evaluation Period. In the event that such executives cannot resolve such dispute, STI shall provide the third party which provided such bid or AT&T internal resources the same access to perform such Manual Processing for such Channel as provided in Section 7.1 above.

7.4 In the event that AT&T is entitled to increase the amount of its Manual Processing in accordance with Section 7.2 or 7.3 above, the parties shall meet promptly to agree on a plan to initiate the performance of such services by AT&T or its designated third party provider to complete such transition within *** of the Evaluation Period unless mutually agree to a longer or shorter period. AT&T will be responsible for formally communicating to STI the percentage allocation they are ultimately targeting to achieve in connection with the transition of such Manual Processing. STI will then work with AT&T to implement the identified allocation percentage in ***. (e.g., ***). STI shall provide reasonable assistance to AT&T in connection with such transfer provided at no incremental fee except that if any professional services for AT&T or such designated provider are required, STI shall provide such reasonable professional services at STI's rates provided herein. Any transition to AT&T or third party of Manual Processing in accordance with Section 7.2 or 7.3 above shall have no effect on the Technology Fees or Hosting Fee provided below.

8. Hosting

In the event that STI fails to achieve (i) the same Hosting SLA (as defined below) for any Channel in any (a) *** or (b) *** or (ii) *** Hosting SLA's for any Channel in any (a) *** or (b) ***, AT&T may elect to provide the hosting services (at its sole cost) required to be provided by STI in accordance with Section 5.1 above for such Channel, and in the event AT&T provides such hosting services for such Channel, AT&T shall no longer be required to pay any Hosting Fee (as provided in Section 9.2 below) for such Channel thereafter. For purposes of this

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Agreement, Hosting SLA for each Channel shall have the meaning ascribed to such term in the SLA Attachment B specific to such Channel.

9. Pricing

9.1 Technology Fee

On or about the ***, STI shall provide AT&T with its calculation of the number of Transactions processed by STI through the Order Gateway during the *** immediately preceding such *** (the “*** Actual Transactions”), and the Technology Fee due for such *** in accordance with Table 9.1 below. For avoidance of doubt the Technology Fee covers the ***, ***. For each such ***, the *** Technology Fee shall be equal to the product of ***. The Technology Fee covers all costs related to the maintenance and support of STI’s systems to support the ASP Solution.

Table 9.1 Technology Fee

Band	Annual Transactions	Technology Fee ***
1	***	***
2	***	***
3	***	***
4	***	***
5	***	***
6	***	***
7	***	***
8	***	***
9	***	***
10	***	***
11	***	***
12	***	***
13	***	***
14	***	***
15	***	***
16	***	***
17	***	***
18	***	***
19	***	***

* Note: Band 19 Technology Fee is calculated by ***. This resulting sum ***. For example ***.

Initially, the calculation of the ***Actual Transactions shall be based on the initial *** Channels ***). In the event that additional Channels are added by the Parties, for the first year of such

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Channel, the number of Transactions with respect to such Channel shall be *** in calculating the *** Actual Transactions. For example, ***. For example, ***. Commencing in the second year, Transactions for such Channel shall be calculated in the same manner as other Channels, ***.

9.2 Hosting Fee

For each Channel, AT&T shall pay STI an annual hosting fee of ***.

In the event that AT&T requests that STI increase its capacity by greater than *** its forecasted capacity for STI to process Transactions over the next ***, then the Parties will work together through the Change Control process documented in the MSA with respect to the increased equipment or infrastructure required for STI to acquire to increase such capacity and to mutually determine if any additional fees are applicable. Any such increase in transaction estimates provided by AT&T will follow the existing Technology Fees set forth in Table 9.1 above without incremental cost to AT&T.

9.3 IT Professional Services Fee

In each year of the Initial Term, AT&T shall pay to STI *** for *** of IT professional services annually to be performed by STI at AT&T's sole discretion and direction, payable in equal monthly installments. STI agrees that projects will be scoped in a manner consistent with professional industry practices, and that projects with equivalent scope will be priced comparably. STI shall provide detailed documentation of proposed and actual utilization of hours as agreed by the parties. In the event, AT&T requests that STI provide more than *** of IT professional services in any year, STI shall charge AT&T a fee of *** for such IT professional services; provided, however, in the event that in any prior year, STI did not provide at least *** of IT professional services, AT&T shall be able to utilize such unused hours in later years for any IT professional services during the Initial Term prior to STI charging AT&T for any hours in excess of *** of IT professional services for such year; provided in no event shall AT&T be entitled to use any such hours ***. In the event that AT&T exercises its right to renew the Contract for additional one (1) year terms, AT&T shall notify STI at least *** prior to the end of the Initial Term or such renewal term whether it wishes to renew its commitment of IT professional services of ***. In the event that AT&T does not exercise such option, the parties shall work together to negotiate in good faith new rates for such IT professional services, which rate shall not exceed ***. In no event shall STI use any third party located outside the United States for any IT professional services without AT&T's prior written consent.

Travel and living expenses (e.g.: airfare, hotel, car, meal, phone) associated with IT professional services will be pre-approved per AT&T travel policy as documented in the MSA and billed back to AT&T at cost. These amounts will be in addition to the annual IT professional services commitment set forth above.

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Notwithstanding anything to the contrary, AT&T shall provide STI with the opportunity to provide at least one (1) release annually dedicated to performance refactoring and scalability enhancements. Such release(s) shall be at no cost to AT&T and shall not be part of the annual IT professional services commitment referenced above or constitute a remedy for STI's failure to miss an SLA.

10.0 Related Documents

1. Attachment A-1 — AT&T *** Pricing
2. Attachment A-2 — AT&T *** Pricing
3. Attachment B-1 — AT&T *** SLA and Remedies
4. Attachment B-2 — *** SLA and Remedies

11.0 Additional Channels

AT&T may add additional Channels (which may be outside of AT&T eCommerce) to this Contract at the same terms and conditions, except that AT&T may perform up to ***% of the Manual Processing for additional Channels and in the event a new Channel requires material changes to the STI systems architecture and costs significantly less than or greater than the systems architecture that exists on the Effective Date for an individual Channel, STI shall inform AT&T of the cost variance and the parties shall work together to determine whether or not to increase or decrease the Hosting Fee set forth in Section 9.2 for such new Channel.

For example ***.

12.0 Signoff Sheet

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the Parties.

Synchronoss Technologies, Inc.

AT&T Services, Inc.

Signature: _____
 Name: _____
 Title: _____

 Date: _____

Signature: _____
 Name: Tim Harden
 Title: President — Supply Chain & Fleet Operations

 Date: _____

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**Attachment A-1
AT&T *** Pricing**

1.0 Manual Processing Pricing Schedule

This Attachment A-1 shall be an Attachment to the OMC Contract. This Attachment provides the Manual Processing fees associated with the OMC Contract for the ***. The Manual Processing fees in this Attachment go into effect on the Effective Date of the OMC Contract. Modifications to any of the prices herein need to be in writing, and mutually agreed upon by both parties. Unless otherwise provided, capitalized terms shall have the same meaning ascribed to them in the OMC Contract.

1.1 Table 1 provides the fees associated with Manually Processing services in connection with order processing for Transactions for the ***.

Table 1: OMC AT&T Manual Processing Fees — * Processing:**

Service Fee Type	AT&T System	Service Fee ID	Service Charge	Consumer		Cancelled Each Line of Service (LOS)
				1st Line	Each Addtl	
New Activation	***	*O1	Postpaid - Workflow Mgr	***	***	***
	***	O2	Prepaid - Workflow Mgr	***	***	***
New Activation	***	O3	Postpaid - Workflow Mgr	***	***	***
	***	O4	Prepaid - Workflow Mgr	***	***	***
Care Local Number Portability (LNP)	***	O5	Post Paid - Workflow Mgr	***	***	***
Telegence Local Number Portability (LNP)	***	O6	Prepaid - Workflow Mgr	***	***	***
Migration	***	O7	Post Paid - Workflow Mgr	***	***	***
	***	O8	Prepaid - Workflow Mgr	***	***	***
Upgrade Postpaid	***	O9	Service Fee - Workflow Mgr	***	***	***
	***	O10	Service Fee - Workflow Mgr	***	***	***
Accessory Only Feature Request	***	O11	Service Fee - Workflow Mgr	***	***	***
	***	O12	Service Fee - Workflow Mgr	***	***	***
Agent FTE/ Hourly Rate	***	O13	Service Fee - Workflow Mgr	***	***	***
	***	O14	Service Fee - Workflow Mgr	***	***	***
	***	O15	Service Fee - Workflow Mgr	***	***	***
		O16	Hourly FTE Rate for Data Entry and Special Projects	***	***	***

* O = Manual Processing Fees in AT&T Back Office Systems

** Orders that are cancelled by any automated system and have no human STI touch would not incur a Manual Processing fee.

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Table 2 provides the fees associated with Manual Processing services in connection with processing automated/manual inbound and outbound calls for Transactions for the ***.

Table 2: OMC AT&T Manual Processing Fees — * Processing:**

Service Fee Type	Service Fee ID	Service Charge	Consumer		Customer Svc	
			1st Line	Each Addtl.	1st Line	Each Addtl.
Inbound Call **	T1	Inbound calls Handled = Total calls answered by a live agent.	***	N/A	***	N/A
Outbound Call	T3	Telephony cost associated with outbound calls	***	N/A	***	N/A
Inbound Call Agent Call Handling Fee	T4	Hourly FTE rate for Inbound / Outbound Calls Processed	***	N/A	***	N/A

* T = *** Processing Fees

** Any manual work done with a Transaction billed as an Inbound Call shall not incur an Inbound Call Agent Call Handling Fee. All IVR answered calls are included in the Technology Fee at no incremental charge. Call Routing fees are included in the Technology Fee at no incremental charge.

2.0 Forecasting

2.1 Forecast

AT&T will provide STI with a *** on or about the *** of each month setting forth AT&T’s automated and Manual Processing volume requirements for the following *** detailed by ***. If the forecast is not received *** after the *** of each *** STI will invoke the prior *** forecast.

In the event the actual volume for Manual Processing transactions for a given *** does not achieve ***% of the *** forecast or ***% of the *** forecast, whichever is greater then STI will invoice AT&T for the lower of a minimum *** fees equal to ***% of the *** or ***% of the *** forecasted Manual Processing transactions at the price per Transaction equal to *** for such Manual Processing transactions under Table 1 ***.

For example, ***.

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3.0 Pricing Assumptions

1. STI and AT&T will meet once every *** to review and adjust the Manual Processing prices where appropriate.
2. In the event that the time studies reveal a material change in Manual Processing costs, greater than ***, both parties agree to review in detail the core reason for the change. In the event that a change is attributed to performance, then both parties will mutually agree if a change is warranted.
3. STI anticipates Manually Processing additional Transaction types. The Manual Processing fees for these Transactions could be priced at a different rate. The fee for Manually Processing new Transactions would be determined by the complexity and processing rates associated with the Transaction. Fees for Manually Processing Transactions will be determined after a large enough sample size is processed by the ASP Solution and will be mutually agreed to in writing by both parties. During this period the parties must mutually agree on a price until an amendment to the Contract is completed with mutually agreed upon pricing and associated SLA and remedies.
4. New Manual Processing not identified in Section 1.0 of this Attachment would be handled through a written change request. New Transactions will require an initial trial period that will produce a large enough sample size to price the fees for Manually Processing these Transactions. Service levels and remedies will not apply during the initial trial period, of a length to be mutually determined by the parties.
5. STI anticipates the cancelled rate for Manually Processing Transactions not to exceed ***% of total Manual Processing Transaction volume. If the actual number of Manual Processing Transactions that are cancelled exceeds ***, STI will charge AT&T the cancelled rate for the initial Manual Processing Transactions that are cancelled and the shipped/successful Manual Processing fee for those Transactions over such ***% threshold.
6. Any modifications requested by AT&T that impact the configuration or processing methodology by STI may require adjustments to the Manual Processing fees herein. Upon receipt and review of AT&T's modification request, STI shall inform AT&T of any proposed increase to the fees. AT&T will have the sole option of whether or not to move forward with its requested modification.

4.0 Operations Management Team

As part of the OMC Contract, STI will provide AT&T with Operations Management support. The dedicated team will provide AT&T with the following services:

Program Management:

Responsibilities include project management, business analysis, and functional analysis to support new development, features and functionality. Additional Program Management responsibilities include bringing new clients onto the ASP Solution.

Operations Management:

Responsibilities include credit, activation, and order fulfillment, transaction queue management, service level monitoring and reporting, staffing, IVR management, training, and interacting with B2C and B2B and Care teams to ensure seamless, high quality customer service for eCommerce customers.

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AT&T may adjust the number of FTEs on a *** basis. Adjustments to the resources must be communicated in writing *** before the start of the next ***. Table 3 reflects the schedule and fee for the Operations Management Team.

Table 3: Operations Management Team Schedule and Cost

<u>Months/Qtr</u> ***	<u>FTEs</u> ***	<u>Price Per FTE</u> ***	<u>Total</u> ***
--------------------------	--------------------	-----------------------------	---------------------

5.0 Travel and Living Expenses

Travel and living expenses (e.g.: airfare, hotel, car, meal, phone) associated with the ASP Solution Services will be pre-approved and billed back to AT&T at cost, in accordance with the Reimbursable Expenses section of the MSA.

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**Attachment A-2
AT&T *** Pricing**

1.0 Processing Pricing Schedule

This Attachment A-2 shall be an Attachment to the OMC Contract. This Attachment provides the Manual Processing fees associated with the OMC Contract for the ***. The Manual Processing fees in this Attachment go into effect on the Effective Date of the OMC Contract. Modifications to any of the prices herein need to be in writing, and mutually agreed upon by both parties. Unless otherwise provided, capitalized terms shall have the same meaning ascribed to them in the OMC Contract.

1.1 Table 1 provides the fees associated with Manually Processing services in connection with order processing for Transactions for the ***.

Table 1: OMC AT&T Manual Processing Fees — Order Processing:**

Service Fee Type	Cingular System	Service Fee ID	Service Charge	Business		Cancelled Each Line of Service (LOS)
				1st Line	Each Addtl.	
New Activation	***	*O1	Postpaid - Workflow Mgr	***	***	***
	***	O2	Prepaid - Workflow Mgr	***	***	***
New Activation	***	O3	Postpaid - Workflow Mgr	***	***	***
	***	O4	Prepaid - Workflow Mgr	***	***	***
Care Local Number Portability (LNP)	***	O5	Post Paid - Workflow Mgr	***	***	***
	***	O6	Prepaid - Workflow Mgr	***	***	***
Telegence Local Number Portability (LNP) Migration	***	O7	Post Paid - Workflow Mgr	***	***	***
	***	O8	Prepaid - Workflow Mgr	***	***	***
Upgrade Postpaid	***	O9	Service Fee - Workflow Mgr	***	***	***
	***	O10	Service Fee - Workflow Mgr	***	***	***
Accessory Only	***	O11	Service Fee - Workflow Mgr	***	***	***
	***	O12	Service Fee - Workflow Mgr	***	***	***
Feature Request	***	O13	Service Fee	***	***	***
	***	O14	Workflow Mgr	***	***	***
Agent FTE/ Hourly Rate	***	O15	Service Fee	***	***	***
	***	O16	Workflow Mgr	***	***	***
			Hourly FTE Rate for Data Entry and Special Projects	***	***	***

* O = Processing Fees in AT&T Back Office Systems

** Orders that are cancelled by any automated system and have no human STI touch would not incur a manual cancelled processing fee.

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Table 2 provides the fees associated with Manual Processing services in connection with processing automated/manual inbound and outbound calls for Transactions for the ***

Table 2: OMC AT&T Manual Processing Fees — * Processing:****

Service Fee Type	Service Fee ID*	Service Charge	Business	
			1st Line	Each Addtl.
Inbound Call**	T1	Inbound calls Handled = Total calls answered by a live agent.	***	N/A
Outbound Call	T3	Telephony cost associated with outbound calls	***	N/A
Inbound Call Agent Call Handling Fee	T4	Hourly FTE rate for Inbound / Outbound Calls Processed	***	N/A

* T = *** Processing Fees

** Any manual work done with a Transaction billed as an Inbound Call shall not incur an Inbound Call Agent Call Handling Fee. All IVR answered calls are included in the Technology Fee at no incremental charge. Call Routing fees are included in the Technology Fee at no incremental charge.

2.0 Forecasting

2.1 Forecast

AT&T will provide STI with a *** forecast on or about the *** of each *** setting forth AT&T’s automated and Manual Processing volume requirements for the following *** detailed by ***. If the forecast is not received *** after the *** of each *** STI will invoke the prior *** forecast.

In the event the actual volume for Manual Processing Transactions for a given *** does not achieve ***% of the *** forecast or ***% of the *** forecast, whichever is greater, then STI will invoice AT&T for the lower of a minimum *** fees equal to ***% of the *** or ***% of the *** forecasted Manual Processing Transactions at the price per Transaction equal to *** for such Manual Processing Transactions under Table 1 ***.

For example, ***.

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2. In the event that the time studies reveal a material change in Manual Processing costs, greater than **%, both parties agree to review in detail the core reason for the change. In the event that a change is attributed to performance, then both parties will mutually agree if a change is warranted.
3. STI anticipates Manually Processing additional Transaction types. The Manual Processing fees for these Transactions could be priced at a different rate. The fee for Manually Processing new Transactions would be determined by the complexity and processing rates associated with the Transaction. Fees for Manually Processing Transaction will be determined after a large enough sample size is processed by the ASP Solution and will be mutually agreed to in writing by both parties. During this period the parties must mutually agree on a price until an amendment to the Contract is completed with mutually agreed upon pricing and associated SLA and remedies.
4. New Manual Processing not identified in Section 1.0 of this Attachment would be handled through a written change request. New Transactions will require an initial trial period that will produce a large enough sample size to price the fees for Manually Processing these Transactions. Service levels and remedies will not apply during the initial trial period of a length to be mutually determined by the parties.
5. STI anticipates the cancelled rate for Manually Processing Transactions not to exceed **% of total Manual Processing Transaction volume. If the actual number of Manual Processing Transactions that are cancelled exceeds **%, STI will charge AT&T the cancelled rate for the initial Manual Processing Transactions that are cancelled and the shipped /successful Manual Processing fee for those Transactions over such **% threshold
6. Any modifications requested by AT&T that impact the configuration or processing methodology by STI may require adjustments to the Manual Processing fees herein. Upon receipt and review of AT&T's modification request, STI shall inform AT&T of any proposed increase to the fees. AT&T will have the sole option of whether or not to move forward with its requested modification.

4.0 Operations Management Team

As part of this OMC Contract, STI will provide AT&T with Operations Management support. The dedicated team will provide AT&T with the following services:

Program Management:

Responsibilities include project management, business analysis, and functional analysis to support new development, features and functionality. Additional Program Management responsibilities include bringing new clients onto the ASP Solution.

Operations Management:

Responsibilities include credit, activation, and order fulfillment, transaction queue management, service level monitoring and reporting, staffing, IVR management, training, and interacting with B2C and B2B and Care teams to ensure seamless, high quality customer service for eCommerce customers.

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AT&T may adjust the number of FTEs on a *** basis. Adjustments to the resources must be communicated in writing *** before the start of the next ***. Table 3 reflects the schedule and fee for the Operations Management Team.

Table 3: Operations Management Team Schedule and Cost

<u>Months/Qtr</u> ***	<u>FTEs</u> ***	<u>Price Per FTE</u> ***	<u>Total</u> ***
--------------------------	--------------------	-----------------------------	---------------------

5.0 Travel and Living Expenses

Travel and living expenses (e.g.: airfare, hotel, car, meal, phone) associated with the ASP Solution Services will be pre-approved and billed back to AT&T at cost, in accordance with the Reimbursable Expenses section of the MSA.

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Attachment B-1
AT&T *** SLA and Remedies

1.0 Service Level Requirements and Remedies

This Attachment B-1 is an Attachment to the OMC Contract. This Attachment provides the Service Level Requirements and Remedies associated with the Agreement for the ***.

1.1 Order/Transaction Cycle Time Service Level Requirements:

1. ***% of all Lines of Service (LOS) received by STI in a *** period will be entered into the AT&T defined system of record within the shipping cut off window.
2. STI will not be responsible for failures to meet the Service Level Requirement for those lines of service that exceed the forecast by more than ***%.
3. If any individual *** or *** is greater than ***% of the *** or *** forecasted average, then STI will apply best efforts in processing the Transactions that exceed the forecast by greater than ***%.
4. Special events will be reviewed on an individual basis. AT&T and STI agree to meet and review special event requirements on as needed basis. STI will apply best efforts to fulfill special event request.

In the event the Service Level Requirement is not met in a given ***, STI will provide to AT&T the discount set forth on Table 1 each ***.

If the Service Level Requirement is exceeded in a given ***, STI will invoice AT&T the premium set forth in Table 1 each ***.

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Table 1: Transaction Cycle Time Service Levels and Remedies for Manually Processed Orders Only

<u>SLA ID**</u>	<u>Fulfillment Monthly SLA Index</u>	<u>*\$-Discount (Credit) per Order</u>
OC 1	***% — ***% of transactions submitted within shipping cut off ***	***% of Data Processing Expense
OC 2	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 3	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 4	***% transactions submitted within shipping cut off	No Penalties Apply
OC 5	*** % — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 6	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 7	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 8	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 9	Less than ***% of transactions submitted within shipping cut off	***% of Data Processing Expense, First ***
OC 10	Less than ***% of transactions submitted within shipping cut off	***% of Data Processing Expense, Second consecutive ***

* Remedies will be applied *** and apply to the total *** invoiced amount from tables 1 and 2 of Attachment A-1.

** Order Cycle Time SLA

*** Shipping cut-off is defined as *** for orders received before *** that same day.

In calculating the above Order Cycle Time SLA, only those Orders that require ***% Manual Processing shall be included in such calculation.

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1.2 Order/Transaction Quality Processing Service Level Requirements for Manually Processed Orders Only:

1. ***% of LOS received by STI in a *** period will be entered by STI correctly into the order entry and billing systems of record as it was received by STI’s Order Gateway . Orders that deviate from AT&T eCommerce Shipped As Ordered (SAO) policy will be excluded from the SLA and remedies in this document.
2. STI will not be responsible for failure to enter data for reasons outside of STI’s control; including and without limitation due to inaccurate data provided by AT&T client applications or AT&T IT systems.
3. STI will audit a statistical valid sample size on a *** basis to assess the quality levels. This information will be provided to AT&T leadership on an agreed to schedule
4. The manual QA process will be augmented by a systematic “Shipped as Ordered” assessment approach, when available, that will target an audit of ***% LOS/day.
5. Transactions that are not received through the ASP Solution will not be eligible for SLA’s and Remedies.

In the event the Service Level Requirement is not met in a given ***, STI will provide to AT&T the discount set forth below in Table 2 on a *** basis.

If the Service Level Requirement is exceeded by STI in a given ***, STI will invoice AT&T the premium set forth below in Table 2 on a *** basis.

Table 2: Order/Transaction Quality Processing Service Levels and Remedies for Manually Processed Orders Only.

<u>SLA ID**</u>	<u>*Monthly SLA Index</u>	<u>*\$Discount (Credit) per Order</u>
OQ 1	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 2	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 3	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 4	***% of LOS will be submitted accurately	No Penalties Apply
OQ 5	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 65	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 7	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 8	***% of LOS will be submitted accurately	***% of Data Processing Expense, First ***
OQ 9	***% of LOS will be submitted accurately	***% of Data Processing Expense, Second consecutive ***

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- * Remedies will be applied *** and apply to the total *** invoiced amount from tables 1 and 2 of Attachment A-1.
- ** Order Quality Service Level

In calculating the above Order Quality Service Level SLA, only those Orders that require ***% Manual Processing shall be included in such calculation.

1.3 Inbound Call Handling Service Levels Requirements

1. STI will not be responsible for failures to meet the Service Level Requirement for any specific day when calls exceed the *** forecast by more than ***%. In this event, these specific *** will be excluded from the *** assessment.
2. ASA — Average Speed of Answer by a live agent (excludes IVR time)
3. Abandon Calls — Percent of OMC offered calls abandoned

Table 3: Inbound Call Handling Service Levels

SLA ID*	Service Level Category	Service Level
IC 1	Abandon Rate	Less Than ***% of all calls offered in a given *** will be abandoned
IC 2	*** Average Speed of Answer (ASA)	***% of calls offered to an agent will be answered in less than *** by a live agent, during the normal inbound call operating hours per ***.
IC 3	*** ASA (as measured by normal daily operating business hours)	***% of the hours within the normal daily business operating hours for inbound calls, will have an ASA of less than ***

- * IC = Inbound Call Service Level
- STI and AT&T will meet no less than once every *** to review and modify the call types, SLA and remedies where appropriate.

2.0 ASP Platform Service Levels and Remedies

2.1 STI Order Gateway and Workflow Manager Availability

System Availability:

The Order Gateway and Workflow Manager is available and functioning in accordance with the OG SLA (as defined in Section 3.0 below) 24 hours a day, 7 days per week excluding 1) regularly scheduled downtimes to perform system upgrades, application administration, and any other planned events as agreed in advance in writing by the parties and 2) STI written requests to customer for any unscheduled maintenance outage periods, if needed.

ASP Platform Service Levels:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time

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3. Workflow Manager — ***% system up time
4. Scheduled system processes e.g., Fedx Tracker job — ***% system uptime
5. Reporting Platform — ***% system up time

Service Level Measurement Process:

1. Statistics used to determine downtime are collected using a suite of network and application monitoring tools as well as data collected by the application itself.
2. ASP Platform Service level attainment is reviewed on a *** basis. All statistics from STI’s monitoring suite are reviewed and downtime recorded for that *** is summarized for each functional area of the ASP platform (e.g. gateway, email, workflow etc.)
3. Anytime the Order Gateway under a Normal Transaction Flow (as defined in Section 3.0 below) responds to no Transactions within *** of its receipt by the Order Gateway outside the network and server downtimes and scheduled outages will also be included in the downtime calculation. For example, ***.
4. STI assumes that the *** and *** transaction volume will not exceed the forecast by more than ***%. Volume in excess of this amount will exempt STI from these SLA and remedies for the affected period. Requirements for special events, e.g. bulk orders will be addressed on an individual basis.
5. Functional area outages are determined using the guidelines in the tables below:

Table 4: STI System Outage Guidelines

<u>Platform</u>	<u>Outage Criteria</u>
Order Gateway	<ul style="list-style-type: none"> • All gateway application servers are down • Gateway cannot process client transactions and “nacks” all messages to the gateway
Email Service	<ul style="list-style-type: none"> • All email bridgehead/relay servers are down • No messages are forwarded from STI email service
Workflow Manager	<ul style="list-style-type: none"> • All workflow manager servers are down • Greater than ***% of end-users/agents cannot access workflow mgr
Reporting Platform	<p>An outage will be recorded if any one of the following occurs:</p> <ul style="list-style-type: none"> • Real time reporting application is unavailable or is not updating on a scheduled basis • Hourly reports are not generated and delivered (for reasons other than an STI or AT&T email issue). Availability will be measured as a percentage of the overall number of reports generated on a monthly basis

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ASP Platform Eligible for Remedies:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time

STI will calculate all downtime associated with both items listed above and provide one summary figure on a *** basis for overall availability. Failure to meet service levels will result in the remedies as defined in Table 5 below.

Table 5: STI System Availability Service Levels and Remedies

<u>Service Level System Availability</u>	<u>%-Discount (Credit) off Total Quarterly Gateway Fee*</u>
***% — ***%	***% Discount
***% — ***%	***% Discount
***% — ***%	***% Discount
Less Than ***%	***% Discount

- * Discounts will be applied in the *** the penalty/remedy is realized
- * SLA's and remedies do not apply when STI, at the request of AT&T, bypasses the full testing cycle on a new release.

Table 6: Illustrative STI System Outage Calculation

<u>Availability</u>	<u>Minutes of Unscheduled Downtime/Per Month</u>
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***

Table 7: AT&T System Availability Service Levels and Remedies

<u>Service Level — System Availability</u>	<u>Remedy</u>
AT&T System Outage for greater than *** in a *** period. This excludes scheduled maintenance	Synchronoss will apply the YTD historical shipped and cancelled ratio to ***% of the *** forecast.
AT&T Systems will be available for the published AT&T operating SLA's	AT&T System outages that do not meet the published AT&T operating SLA's will exclude STI from all Processing Remedies in ***

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-
- * Credits accrued by STI as a result of AT&T System outages can be applied to remedies/penalties incurred by STI.
1. Scheduled System Maintenance is excluded from all SLA System Availability calculations.
 2. Scheduled System Maintenance requires a written notice up to ***, but not less than *** notice to AT&T and STI Decision Makers, and their subsequent consent.

2.2 Description for e-Mail Manager

STI will host an email infrastructure that reliably forwards all system generated emails to AT&T Online customers. This infrastructure will operate within the following service levels:

1. Dual mail relay servers to deliver ***% uptime
2. Support *** email messages per day
3. *** retention of all sent email messages
4. Message sizes may not exceed *** or contain attachments

3.0 Order Gateway Performance Service Level Requirements (“OG SLA”)

Order Gateway under a Normal Transaction Flow (as described below) will respond to ***% of the Transactions for a Channel within *** of its receipt by the Order Gateway in any given *** provided such Transaction is in the documented format and has been submitted by AT&T per the published process documentation, and successfully pass STI’s Order Gateway Validations (as described below). AT&T will have the responsibility to produce reports from the Order Gateway, or request such reports from STI, to measure the results and determine if this SLA is met. AT&T and STI shall mutually agree on the format of such reports. Measurement will be based on **. STI will comply with AT&T’s requests for data in accordance with the measurement. For purposes of the OMC Contract and the MSA **.

Normal Transaction Flow means:

- a. The sending system emits a valid message for the activity desired per the agreed upon schema.
- b. The AT&T client is also sending messages at the rate both parties have determined acceptable for the Channel and via the agreed upon protocol.
- c. The customer’s systems are accepting and correctly processing responses from the STI platform.

During the Normal Transaction Flow, it is assumed that the client is sending the correct number of messages per Transaction.

Order Gateway Validations: Upon receipt of a message, the Order Gateway will validate the message against the specified schema for correctness. Additional security, database and business logic analysis will be performed to ensure the message can and should be processed by the STI system. If both of these activates are successful the Order is submitted for processing.

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4.0 Hosting SLA

The following shall be the Hosting SLA's for purposes of Section 8, Hosting of the OMC Contract. In determining whether the any of these Service Level Agreements have been met the same assumptions and processes set forth in Section 2 above and Section 6 below should be applied.

4.1 STI Order Gateway and Workflow Manager Availability:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time
3. Workflow Manager — ***% system up time
4. Housekeeping and other scheduled system processes e.g., Fedx Tracker job — ***% system uptime
5. Reporting Platform — ***% system up time

5.0 Manual Processing SLA

The following shall be the Manual Processing SLA's for purposes of Section 7.2 of the OMC Contract. In determining whether the any of these Service Level Agreements have been met the same assumptions and processes set forth in Section 1 above and Section 6 below should be applied

1. ***% of all Lines of Service (LOS) received by STI in a *** period will be entered into the AT&T defined system of record within the shipping cut off window.
2. ***% of LOS received by STI in a *** period will be entered by STI correctly into the order entry and billing systems of record as it was received by STI's ASP Solution. Orders that deviate from AT&T eCommerce Shipped As Ordered (SAO) policy will be excluded from the SLA and remedies in this document.
3. Inbound Call Handling Service Levels
 - a. Less than ***% of all calls offered in a given month will be abandoned
 - b. ***% of calls offered to an agent will be answered in less than *** by a live agent, during the normal inbound call operating hours per business day.
 - c. ***% of the hours within the normal daily business operating hours for inbound calls, will have an ASA of less than ***

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6. Assumptions

6.1 Methods and Procedures (M&P)

STI's Order Management Center will adhere to AT&T's approved Methods and Procedures (M&P). STI must submit a change request and receive prior written approval from AT&T to deviate from the approved M&P.

6.2 Security

In addition to any other obligations under the OMC Contract, STI in its ordinary course of business, from time to time but no less than every ***, will have an independent security audit evaluating its controls and procedures as it relates to all of its clients. Any material weaknesses which arise will be immediately corrected or otherwise disclosed to AT&T.

6.3 Remedies

1. Service levels apply only to transactions that are received and processed through the Order Gateway and OMC.
2. SLA and remedies do not apply when latency or system issues are experienced with AT&T or Third Party Vendor systems, e.g.: Care, Telegence, Siebel, NBO, Oracle, other Back Office Systems.
3. Remedies not identified in this document may require further negotiation on the service price per transaction.
4. AT&T must maintain Account Payable terms better than *** or all remedies are forfeited for that period.
5. STI is not eligible for any bonus if any other of the Service Levels is missed for ***. Once Synchronoss is back within service levels the premium charge for exceeding SLA would apply.

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Attachment B-2
AT&T *** SLA and Remedies

1.0 Service Level Requirements and Remedies

This Attachment B-2 is an Attachment to the OMC Contract. This Attachment provides the Service Level Requirements and Remedies associated with the Agreement for the ***1.

1.1 Order/Transaction Cycle Time Service Level Requirements:

1. ***% of all Lines of Service (LOS) received by STI in *** period will be entered into the AT&T defined system of record within the shipping cut off window.
2. STI will not be responsible for failures to meet the Service Level Requirement for those lines of service that exceed the forecast by more than ***%.
3. If any individual *** or *** is greater than ***% of the *** or *** forecasted average, then STI will apply best efforts in processing the Transactions that exceed the forecast by greater than ***%.
4. Special events will be reviewed on an individual basis. AT&T and STI agree to meet and review special event requirements on as needed basis. STI will apply best efforts to fulfill special event request.

In the event the Service Level Requirement is not met in a given ***, STI will provide to AT&T the discount set forth on Table 1 each ***.

If the Service Level Requirement is exceeded in a given ***, STI will invoice AT&T the premium set forth in Table 1 each ***.

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Table 1: Transaction Cycle Time Service Levels and Remedies for Manually Processed Orders

SLA ID**	Fulfillment Monthly SLA Index	*S-Discount (Credit) per Order
OC 1	***% — ***% of transactions submitted within shipping cut off ***	***% of Data Processing Expense
OC 2	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 3	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 4	***% transactions submitted within shipping cut off	No Penalties Apply
OC 5	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 6	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 7	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 8	***% — ***% of transactions submitted within shipping cut off	***% of Data Processing Expense
OC 9	Less than ***% of transactions submitted within shipping cut off	***% of Data Processing Expense, First Month
OC 10	Less than ***% of transactions submitted within shipping cut off	***% of Data Processing Expense, Second consecutive Month

* Remedies will be applied *** and apply to the total *** invoiced amount from tables 1 and 2 of Attachment A-1.

** Order Cycle Time SLA

*** Shipping cut-off is defined as *** for orders received before *** that same day.

In calculating the above Order Cycle Time SLA, only those Orders that require ***% Manual Processing shall be included in such calculation.

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1.2 Order/Transaction Quality Processing Service Level Requirements for Manually Processed Orders Only:

1. ***% of LOS received by STI in a *** period will be entered by STI correctly into the order entry and billing systems of record as it was received by STI’s Order Gateway. Orders that deviate from AT&T eCommerce Shipped As Ordered (SAO) policy will be excluded from the SLA and remedies in this document.
2. STI will not be responsible for failure to enter data for reasons outside of STI’s control; including and without limitation due to inaccurate data provided by AT&T client applications or AT&T IT systems.
3. STI will audit a statistical valid sample size on a *** basis to assess the quality levels. This information will be provided to AT&T leadership on an agreed to schedule
4. The manual QA process will be augmented by a systematic “Shipped as Ordered” assessment approach, when available, that will target an audit of ***% LOS/day.
5. Transactions that are not received through the ASP Solution will not be eligible for SLA’s and Remedies.

In the event the Service Level Requirement is not met in a given ***, STI will provide to AT&T the discount set forth below in Table 2 on a *** basis.

If the Service Level Requirement is exceeded by STI in a given ***, STI will invoice AT&T the premium set forth below in Table 2 on a *** basis.

Table 2: Order/Transaction Quality Processing Service Levels and Remedies for Manually Processed Orders Only

SLA ID**	*Monthly SLA Index	*SDiscount (Credit) per Order
OQ 1	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 2	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 2	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 3	***% of LOS will be submitted accurately	No Penalties Apply
OQ 4	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 5	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 6	***% — ***% of LOS will be submitted accurately	***% of Data Processing Expense
OQ 7	*** % of LOS will be submitted accurately	***% of Data Processing Expense, First Month
OQ 8	*** % of LOS will be submitted accurately	***% of Data Processing Expense, Second consecutive Month

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* Remedies will be applied monthly and apply to the total *** invoiced amount from tables 1 and 2 of Attachment A-1.

** Order Quality Service Level

In calculating the above Order Quality Service Level SLA, only those Orders that require ***% Manual Processing shall be included in such calculation.

1.3 Inbound Call Handling Service Levels Requirements

1. STI will not be responsible for failures to meet the Service Level Requirement for any specific day when calls exceed the *** forecast by more than ***%. In this event, these specific days will be excluded from the monthly assessment.
2. ASA — Average Speed of Answer by a live agent (excludes IVR time)
3. Abandon Calls — Percent of OMC offered calls abandoned

Table 3: Inbound Call Handling Service Levels

SLA ID*	Service Level Category	Service Level
IC 1	Abandon Rate	Less Than ***% of all calls offered in a given *** will be abandoned
IC 2	*** Average Speed of Answer (ASA)	***% of calls offered to an agent will be answered in less than *** by a live agent, during the normal inbound call operating hours per business day.
IC 3	*** ASA (as measured by normal daily operating business hours)	***% of the hours within the normal daily business operating hours for inbound calls, will have an ASA of less than ***

* IC = Inbound Call Service Level

STI and AT&T will meet no less than once every *** to review and modify the call types, SLA and remedies where appropriate.

2.0 ASP Platform Service Levels and Remedies

2.1 STI Order Gateway and Workflow Manager Availability

System Availability:

The Order Gateway and Workflow Manager is available and functioning in accordance with the OG SLA (as defined in Section 3.0 below) 24 hours a day, 7 days per week excluding 1) regularly scheduled downtimes to perform system upgrades, application administration, and any other planned events as agreed in advance in writing by the parties and 2) STI written requests to customer for any unscheduled maintenance outage periods, if needed.

ASP Platform Service Levels:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time

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3. Workflow Manager — ***% system up time
4. Scheduled system processes e.g., Fedx Tracker job — ***% system uptime
5. Reporting Platform — ***% system up time

Service Level Measurement Process:

1. Statistics used to determine downtime are collected using a suite of network and application monitoring tools as well as data collected by the application itself.
2. ASP Platform Service level attainment is reviewed on a *** basis. All statistics from STI’s monitoring suite are reviewed and downtime recorded for that *** is summarized for each functional area of the ASP platform (e.g. gateway, email, workflow etc.)
3. Anytime the Order Gateway under a Normal Transaction Flow (as defined in Section 3.0 below) responds to no Transactions within *** of its receipt by the Order Gateway outside the network and server downtimes and scheduled outages will also be included in the downtime calculation. For example, for *** the Order Gateway responds to no Transactions within ***, such *** shall be included in the calculation of downtime.
4. STI assumes that the *** and *** transaction volume will not exceed the forecast by more than ***. Volume in excess of this amount will exempt STI from these SLA and remedies for the affected period. Requirements for special events, e.g. bulk orders will be addressed on an individual basis.
5. Functional area outages are determined using the guidelines in the tables below:

Table 4: STI System Outage Guidelines

<u>Platform</u>	<u>Outage Criteria</u>
Order Gateway	<ul style="list-style-type: none"> • All gateway application servers are down • Gateway cannot process client transactions and “nacks” all messages to the gateway
Email Service	<ul style="list-style-type: none"> • All email bridgehead/relay servers are down • No messages are forwarded from STI email service
Workflow Manager	<ul style="list-style-type: none"> • All workflow manager servers are down • Greater than ***% of end-users/agents cannot access workflow mgr
Reporting Platform	<p>An outage will be recorded if any one of the following occurs:</p> <ul style="list-style-type: none"> • Real time reporting application is unavailable or is not updating on a scheduled basis • Hourly reports are not generated and delivered (for reasons other than an STI or AT&T email issue). Availability will be measured as a percentage of the overall number of reports generated on a monthly basis

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ASP Platform Eligible for Remedies:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time

STI will calculate all downtime associated with both items listed above and provide one summary figure on a *** basis for overall availability. Failure to meet service levels will result in the remedies as defined in Table 5 below.

Table 5: STI System Availability Service Levels and Remedies

<u>Service Level — System Availability</u>	<u>%-Discount (Credit) off Total Quarterly Gateway Fee*</u>
***% — ***%	***% Discount
***% — ***%	***% Discount
***% — ***%	***% Discount
Less Than ***%	***% Discount

- * Discounts will be applied in the *** the penalty/remedy is realized
- * SLA's and remedies do not apply when STI, at the request of AT&T, bypasses the full testing cycle on a new release.

Table 6: Illustrative STI System Outage Calculation

<u>Availability</u>	<u>Minutes of Unscheduled Downtime/Per Month</u>
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***
***%	***

Table 7: AT&T System Availability Service Levels and Remedies

<u>Service Level — System Availability</u>	<u>Remedy</u>
AT&T System Outage for greater than *** in a *** period. This excludes scheduled maintenance	Synchronoss will apply the YTD historical shipped and cancelled ratio to ***% of the *** forecast.

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AT&T Systems will be available for the published AT&T operating SLA's

AT&T System outages that do not meet the published AT&T operating SLA's will exclude STI from all Processing Remedies in ***

-
- * Credits accrued by STI as a result of AT&T System outages can be applied to remedies/penalties incurred by STI.
1. Scheduled System Maintenance is excluded from all SLA System Availability calculations.
 2. Scheduled System Maintenance requires a written notice up to ***, but not less than *** notice to AT&T and STI Decision Makers and their subsequent consent.

2.2 Description for e-Mail Manager

STI will host an email infrastructure that reliably forwards all system generated emails to AT&T Online customers. This infrastructure will operate within the following service levels:

1. Dual mail relay servers to deliver ***% uptime
2. Support *** email messages per day
3. *** retention of all sent email messages
4. Message sizes may not exceed *** or contain attachments

3.0 Order Gateway Performance Service Level Requirements ("OG SLA")

Order Gateway under a Normal Transaction Flow (as described below) will respond to ***% of the Transactions for a Channel within *** of its receipt by the Order Gateway in any given month provided such Transaction is in the documented format and has been submitted by AT&T per the published process documentation and successfully pass STI's Order Gateway Validations (as described below). AT&T will have the responsibility to produce reports from the Order Gateway, or request such reports from STI, to measure the results and determine if this SLA is met. AT&T and STI shall mutually agree on the format of such reports. Measurement will be based on ***. STI will comply with AT&T's requests for data in accordance with the measurement. For purposes of the OMC Contract and the MSA, ***.

Normal Transaction Flow means:

- a. The sending system emits a valid message for the activity desired per the agreed upon schema.
- b. The AT&T client is also sending messages at the rate both parties have determined acceptable for the Channel and via the agreed upon protocol.
- c. The customer's systems are accepting and correctly processing responses from the STI platform.

During the Normal Transaction Flow, it is assumed that the client is sending the correct number of messages per Transaction.

Order Gateway Validations: Upon receipt of a message, the Order Gateway will validate the message against the specified schema for correctness. Additional security, database and business

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logic analysis will be performed to ensure the message can and should be processed by the STI system. If both of these activates are successful the Order is submitted for processing.

4.0 Hosting SLA

The following shall be the Hosting SLA's for purposes of Section 8, Hosting of the OMC Contract. In determining whether the any of these Service Level Agreements have been met the same assumptions and processes set forth in Section 2 above and Section 6 below should be applied.

4.1 STI Order Gateway and Workflow Manager Availability:

1. Order Gateway and associated workflow processes — ***% system up time
2. Email Service — ***% system up time
3. Workflow Manager — ***% system up time
4. Housekeeping and other scheduled system processes e.g., Fedx Tracker job — ***% system uptime
5. Reporting Platform — ***% system up time

5.0 Manual Processing SLA

The following shall be the Manual Processing SLA's for purposes of Section 7.2 of the OMC Contract. In determining whether the any of these Service Level Agreements have been met the same assumptions and processes set forth in Section 1 above and Section 6 below should be applied.

1. ***% of all Lines of Service (LOS) received by STI in a one-month period will be entered into the AT&T defined system of record within the shipping cut off window.
2. ***% of LOS received by STI in a one-month period will be entered by STI correctly into the order entry and billing systems of record as it was received by STI's ASP Solution. Orders that deviate from AT&T eCommerce Shipped As Ordered (SAO) policy will be excluded from the SLA and remedies in this document.
3. Inbound Call Handling Service Levels
 - a. Less than ***% of all calls offered in a given month will be abandoned
 - b. ***% of calls offered to an agent will be answered in less than *** by a live agent, during the normal inbound call operating hours per business day.
 - c. ***% of the hours within the normal daily business operating hours for inbound calls, will have an ASA of less than ***

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6.0 Assumptions

6.1 Methods and Procedures (M&P)

STI's Order Management Center will adhere to AT&T's approved Methods and Procedures (M&P). STI must submit a change request and receive prior written approval from AT&T to deviate from the approved M&P.

6.2 Security

In addition to any other obligations under the OMC Contract, STI in its ordinary course of business, from time to time but no less than every ***, will have an independent security audit evaluating its controls and procedures as it relates to all of its clients. Any material weaknesses which arise will be immediately corrected or otherwise disclosed to AT&T.

6.3 Remedies

1. Service levels apply only to transactions that are received and processed through the Order Gateway and OMC.
2. SLA and remedies do not apply when latency or system issues are experienced with AT&T or Third Party Vendor systems, e.g.: Care, Telegence, Siebel, NBO, Oracle, other Back Office Systems.
3. Remedies not identified in this document may require further negotiation on the service price per transaction.
4. AT&T must maintain Account Payable terms better than *** or all remedies are forfeited for that period.
5. STI is not eligible for any bonus if any other of the Service Levels is missed for ***. Once Synchronoss is back within service levels the premium charge for exceeding SLA would apply.

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**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)**

I, Stephen G. Waldis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Synchronoss Technologies, Inc. for the quarter ended March 31, 2009;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2009

/s/ Stephen G. Waldis

Stephen G. Waldis
Chairman of the Board of Directors,
President and Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)**

I, Lawrence R. Irving, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Synchronoss Technologies, Inc. for the quarter ended March 31, 2009;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2009

/s/ Lawrence R. Irving

Lawrence R. Irving
Executive Vice President,
Chief Financial Officer and Treasurer

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Synchronoss Technologies, Inc. (the "Company") for the quarter ended March 31, 2009, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen G. Waldis, the Chairman of the Board of Directors, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification is being provided pursuant to 18 U.S.C. 1350 and is not to be deemed a part of the Report, nor is it to be deemed to be "filed" for any purpose whatsoever.

Date: May 7, 2009

/s/ Stephen G. Waldis

Stephen G. Waldis
Chairman of the Board of Directors,
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Synchronoss Technologies, Inc. (the "Company") for the quarter ended March 31, 2009, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lawrence R. Irving, the Executive Vice President, Chief Financial Officer & Treasurer of the Company, hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification is being provided pursuant to 18 U.S.C. 1350 and is not to be deemed a part of the Report, nor is it to be deemed to be "filed" for any purpose whatsoever.

Date: May 7, 2009

/s/ Lawrence R. Irving

Lawrence R. Irving
Executive Vice President,
Chief Financial Officer and Treasurer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.