Introduction
Welcome to the AT&T Corporate Co-Pay Program ("Program"). Your employer has made the Program available to you, and the information contained in this End User Handout ("Handout") will help you understand how the Program operates and how your wireless account will be impacted. Please read the Handout carefully in its entirety before enrolling in the Program and discuss any questions or concerns about the Program with your employer.

Program Overview
In general, the Program allows participating business customers to make a fixed monthly payment (the "Co-Pay Allowance") toward the wireless charges incurred by their respective authorized employees. More specifically, a participating business customer (the "Company") is billed for and pays the Co-Pay Allowance associated with each employee’s enrolled wireless phone number ("Number"), while each of its authorized employees is billed for and pays all other amounts due under the employee’s wireless account.

Here is a simplified example: If an authorized employee has $100 in monthly wireless service, taxes, and fees associated with his Number, and the Company has authorized a $10 Co-Pay Allowance for such employee, the employee will be billed for $90, while the Company will be billed for the $10 Co-Pay Allowance.

This Handout will go on to provide greater detail into how the Program works, so please read on!

Eligibility Requirements and Acknowledgements
There are several requirements for you to participate in the Program:

• Your Company must authorize you to participate in the Program.

• You must have qualified wireless voice and/or data service as an Individual Responsibility User ("IRU") with a personal account and you must have agreed to AT&T’s Wireless Customer Service Agreement for consumers. In most cases, you must be a current employee of your Company in order to subscribe to service as an IRU. Even if you are already an AT&T subscriber (consumer or IRU), you may still need to change your plan and/or establish a new IRU account to be eligible for the Program, as explained in more detail in the “Enrollment” section of this Handout.

In order to be eligible to enroll in the program:

• You must be the IRU account holder;

• The number you wish to enroll must be the primary line of service on your account; and

• You must not be enrolled in any other flexible or combined billing program offered by AT&T (e.g. combined wireline/wireless billing or Split Liability Billing).
By agreeing to participate in the Program, you understand and acknowledge that your Company will have access to your name, Number, and billing cycle, but not to any detailed information about your wireless service usage associated with your Number (or any other number on your account).

You also understand and acknowledge that the program impacts your wireless account in terms of how you are billed for wireless service, and what will happen if you or your Company fail(s) to pay or decide(s) to terminate participation in the Program (all as explained in this Handout).

Charges and Financial Responsibility

Under the program, your Company will pay for the Co-Pay Allowance (or applicable portion thereof) that it has authorized you to receive for your Number, and you will pay for all amounts you incur under your IRU account, less the applicable Co-Pay Allowance amount.

Note: The Co-Pay Allowance is a benefit provided to you solely as a result of your Company’s business agreement with AT&T and may be modified or discontinued at any time.

Invoices and Other Billing Matters

Each month you will receive an invoice for your wireless account. You are responsible for paying the amount listed under “Total Charges” for the current billing cycle. This amount will reflect the Co-Pay Allowance (or applicable portion thereof) invoiced to your Company for your Number.

If you enroll in the Program, or cease to participate in the Program for any reason, at any time other than the first day of a billing cycle, any available Co-Pay Allowance amount for that billing cycle will be prorated.

Depending on the timing of your enrollment in the Program and whether you had previous AT&T wireless service in place, it may take up to two (2) billing cycles for the Co-Pay Allowance (or applicable portion thereof) to appear on your invoice. During this time, you are still responsible to pay for all charges you incur. Your first invoice following enrollment may be larger than expected, as it:

- May include prorated charges for the current billing cycle as well as certain charges for the next billing cycle that are billed in advance, and
- May reflect only a portion of the full Co-Pay Allowance for the current billing cycle (as a result of proration described above or reduction described below).

Note: The Co-Pay Allowance is only for your Number and is not available for any other wireless phone number on your account. In the event that the Co-Pay Allowance is greater than the actual monthly amount due with respect to your Number after application of any available corporate discounts and service credits, the Co-Pay Allowance will be reduced so that it is equal to such monthly amount. Excess or unused Co-Pay Allowances do not carry over to subsequent monthly invoices or to other wireless numbers on your account. You will not receive a credit or payment for any excess or unused Co-Pay Allowance.

For purposes of clarification only, consider an example in which an employee has two lines of service under her account. The employee enrolled in the Program using line #1, and now line #1 is eligible for a $75 Co-Pay Allowance. The employee’s monthly charges for line #1 consist of:

- A monthly service charge (MSC) of $39.99,
- Additional usage charges of $9.50, and
- Taxes, surcharges and fees totaling $5.00 (collectively $54.49)

If the employee is eligible for a 10% corporate discount on the MSC, and a service credit of $5.00 for the employee’s selected rate plan, then the total monthly amount due for line #1 will be $45.49 (i.e. $54.49 - $4.00 - $5.00). In such case, the employee’s Co-Pay Allowance will be reduced from $75 to $45.49 for that month. The excess Co-Pay Allowance in the amount of $29.51 will not be applied to line #2 for that month, will not carry over to the next monthly invoice, and will be lost.

Enrollment

Once you decide to participate in the Program, the following steps are required to enroll in the Program:

1. You must have an eligible IRU account with AT&T. If you are already the account holder with respect to a consumer or IRU account, you will need to establish a new IRU account and/or change your plan if you (a) are currently billed in arrears, or (b) your current rate plan is not available in AT&T’s National Billing Instance billing system (“NBI”). In such cases, (a) you will have to migrate to a plan available to IRUs in NBI, and (b) your existing account will be closed out and you will receive a final invoice for any remaining balance on that account so that a new IRU account with a new account number can be created for you in NBI. Any additional lines associated with your old account will also be moved to your newly established IRU account.

Note: Any unused Rollover® Minutes associated with your old account cannot be transferred to your new IRU account and may be lost. In addition, your equipment upgrade eligibility status may not carry over to your new IRU account. If you are not already a consumer/IRU customer, you will need to provide standard information required of AT&T consumer customers to obtain credit approval.

2. Once you have an eligible account established, you must have your Company’s authorization to participate and enroll in the Program. There are three ways you can obtain your Company’s authorization and enroll in the Program:

- The first way begins with your Company’s representative asking you to participate in the Program. If you wish to participate in the Program, you should inform your Company’s representative and provide some basic information (your name, Number and company email address) to your
Company’s authorized representative who will then provide your information to AT&T. Upon receipt of your information from your Company’s representative, AT&T will contact you by phone to confirm that you understand and agree to the terms of this Handout and, if you agree, enroll you in the Program. Please note that you are consenting to AT&T’s contacting you if you express interest to your Company’s representative that wish to participate in the Program.

2. You fail to pay your bill
If you fail to timely pay for amounts due under your account, then AT&T will follow its standard processes and procedures and (a) will terminate your participation in the Program (b) may suspend or terminate all wireless service under your account.

3. Your Company fails to pay for your qualified data charges
If your Company fails to timely pay for your Co-Pay Allowance, then AT&T may immediately terminate your participation in the Program. Upon such termination, the Co-Pay Allowance will no longer be applied to your bill except as otherwise described under “Invoices” above.

   Note: You will retain your wireless service, subject to the terms of your Wireless Customer Agreement, and you will remain liable for all amounts you incur under your account.

4. You want to terminate Program participation
You may terminate your Program participation at any time by contacting your Company’s designated representative and requesting de-enrollment. Your Company’s designated representative will need to submit a de-enrollment request on your behalf, and within two (2) billing cycles after AT&T’s receipt of the request, AT&T will terminate your participation. Upon such termination, the Co-Pay Allowance will no longer be applied to your bill except as otherwise described under “Invoices” above.

5. AT&T cancels the Program
AT&T may discontinue the Program upon thirty (30) days prior notice. Upon any such termination, the Co-Pay Allowance will no longer be applied to your bill except as otherwise described under “Invoices” above.

   Note: You will retain your wireless service, subject to the terms of your Wireless Customer Agreement, and you will remain liable for all amounts you incur under your account.

Program Termination
Participating in the Program will change how you are billed for wireless service. Please read and understand this section carefully before agreeing to participate.

1. Your Company terminates program participation
Your ability to participate in the program is entirely dependent on your Company’s willingness to participate in the Program and pay the Co-Pay Allowance for your Number. If your Company notifies AT&T that it intends to terminate its participation in the Program, or remove you from the Program (either because you are no longer an eligible IRU or because the Company no longer wants to provide a Co-Pay Allowance to you), within two (2) billing cycles after AT&T’s receipt of the request, AT&T will terminate your participation in the Program. Upon such termination, the Co-Pay Allowance will no longer be applied to your bill except as otherwise described under “invoices” above.

   NOTE: You will retain your wireless service, subject to the terms of your service agreement, and you will remain liable for all amounts you incur under your account.