Introduction

Welcome to the AT&T Split Liability Billing 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 service experience 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, this Program allows participating business customers to pay for certain wireless service incurred by their respective authorized employees. More specifically, charges associated with the participating employees’ enrolled wireless phone numbers (each, a “Number” and collectively, the “Numbers”) will be split between the participating business customer (the “Company”) and its employees, with:

(a) The Company receiving a consolidated invoice for the Qualified Data Charges associated with all of the enrolled Numbers; and

(b) Each participating employee receiving an invoice for all other amounts he or she incurred under his or her individual account.

Here is a simplified example:

If an authorized employee requested to enroll with (and was approved by the Company for a qualified data plan, the Company would be responsible for paying all of the Qualified Data Charges incurred with respect to the enrolled Number. This means that if the employee incurred (with respect to his or her enrolled Number) $25 in Qualified Data Charges, and $40 in wireless voice service and other charges in a particular billing cycle, the Company would be responsible for paying the $25 in Qualified Data Charges, and the employee would be responsible for paying the remaining $40 in charges for the enrolled Number as well as any other amounts due under his or her individual account (e.g., charges related to any other numbers under his or her account).

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 sign up for qualified wireless voice and data service as an Individual Responsibility User ("IRU") which means you must agree to AT&T’s Wireless Customer Agreement for consumers. In most cases, you must be a current employee of your Company in order to subscribe to service as IRU.
• If you’re already an AT&T customer (consumer or IRU), you may still need to change your plan and/ or establish a new IRU account as explained in more detail in the “Enrollment” section of this Handout. In order to enroll in the Program, you must be the account holder, and the Number you wish to enroll must be the primary line of service on the account.

• You must not be enrolled in any other flexible or combined billing Program offered by AT&T (e.g., combined wireline and wireless billing or Corporate Co-Pay).

By agreeing to participate in the Program, you understand and acknowledge that your Company will have access to your name, enrolled Number, billing cycle, and data service usage detail for the enrolled Number.

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 “Qualified Data Charges” associated to your enrolled Number. You will pay for all other amounts due under your account, including without limitation, (a) all other service and equipment charges, taxes and fees with respect to your enrolled Number; and (b) all service and equipment charges, taxes and fees with respect to any other Number on your account. “Qualified Data Charges” consist of:

(a) Monthly Service Charges, usage charges, and roaming charges for all qualified wireless data services except those charges listed as non-qualified;

(b) Charges for purchases from approved Merchants under Alliance Billing Service

(c) Any promotional credit(s) offered by AT&T for having qualified wireless voice and data service activated on the same number

(d) Taxes related to Qualified Data Charges.

Note: Wireless data services provided under (a) a pooled, shared or group plan or (b) a Wi-Fi Service plan other than the Wi-Fi Connect Plan are not qualified data services. More specifically, the following charges are NOT Qualified Data Charges:

(a) Charges related to pooled, shared or group plans;

(b) Charges related to Wi-Fi plans other than the Wi-Fi Connect Plan;

(c) Service activation charges;

(d) SMS charges;

(e) Application downloads such as ring tones and graphics; and

(f) Anything else that is not specifically listed as a Qualified Data Charge.

Again, during your participation in the Program, your Company will pay only for “Qualified Data Charges” associated with your enrolled Number. You will be responsible to pay for all other amounts due under your account, including without limitation (a) any other service and equipment charges, taxes and fees with respect to your enrolled Number (e.g., voice service charges, non-qualified wireless data service charges, and taxes, fees, surcharges and assessments); and (b) all service and equipment charges, taxes and fees of whatever kind with respect to any other Number on your account.

Note: Your Company’s payment of the Qualified Data Charges incurred with respect to your enrolled Number 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 service. You are responsible to pay the amount listed under Total Charges for the current billing cycle. This will include, among other amounts, the voice service charges (and non-qualified data charges) for your enrolled number.

Note: 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, the Qualified Data Charges to be billed to your Company will be prorated (such that you may be responsible for a portion of the Qualified Data Charges for the portion of that billing cycle before you enrolled, or after you ceased to participate in the Program).

Depending on the timing of your activation in the Program and whether you had previous wireless service in place, it may take several billing cycles for the wireless charges to be fully split under the Program. 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.

Note: The split billing functionality is only for your enrolled Number and is not available for any other Number on your account. Your Company will not be able to view any of the usage or charges related to voice service or non-qualified data service associated with your enrolled Number, but your Company will be able to view, on its invoice, all usage and charges related to your wireless data service for your enrolled Number. Your monthly invoice will not include any Qualified Data Charges. If you wish to monitor your wireless data service usage for the enrolled Number, you may do so online at att.com/myatt.
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. Enrollment will begin 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 authorized representative who wish to participate in the Program.

Program Termination

Participating in the Program will change how you are billed for wireless service and how your wireless service may be terminated or suspended. 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 for the Qualified Data Charges associated with your enrolled Number. If your Company notifies AT&T that it intends to terminate its participation in the Program or remove you from the Program (whether because you are no longer an eligible IRU, you migrated to a different

wireless data service plan after your Company approved your enrollment request and initial wireless data service selection, or the Company no longer wants to pay for your Qualified Data Charges for any reason), then within two billing cycles after AT&T’s receipt of the request, AT&T will terminate:

(a) The Qualified Data Service associated with your enrolled number and

(b) Your participation in the Program.

Upon such termination, your Company will no longer pay for your Qualified Data Charges (except as otherwise described in the “Invoices” section above with respect to proration of charges). Under such circumstances, your de-enrolled number will remain active with voice service only, subject to the terms of your service agreement, and you will remain financially responsible for all amounts incurred under your account.

Note: Because your de-enrolled Number has only voice service associated with it, you must follow AT&T’s standard processes and procedures to either reactivate wireless data service, for which you will be financially responsible, on the de-enrolled Number, or switch to a device that does not require wireless data service. If you fail to take one of these actions, AT&T reserves the right to add a wireless data service plan to the de-enrolled Number and bill you the appropriate monthly fees. See your Wireless Customer Agreement and device terms for more details.

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 and

(b) May suspend or terminate ALL wireless service — both voice and data — under your account.

3. Your Company fails to pay for your Qualified Data Charges

If your Company fails to timely pay for the Qualified Data Charges associated with your Number, then AT&T may immediately terminate with:

(a) The Qualified Data Service associated with your enrolled Number and

(b) Your participation in the Program.

Upon such termination, your Company will no longer pay for your Qualified Data Charges (except as otherwise described in the “Invoices” section above with respect to proration of charges). Under such circumstances, your de-enrolled number will remain active with voice service only, subject to the terms of your service agreement, and you will remain financially responsible for all amounts incurred under your account.
4. You want to terminate your 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 billing cycles after AT&T’s receipt of the request, AT&T will terminate:

(a) The Qualified Data Service associated with your enrolled Number and
(b) Your participation in the Program.

Upon such termination, your Company will no longer pay for your Qualified Data Charges (except as described in the “Invoices” section with respect to proration of charges). Under such circumstances, your de-enrolled Number will remain active with voice service only, subject to the terms of your service agreement, and you’ll remain financially responsible for all amounts incurred under your account.

Note: Because your de-enrolled Number will have only voice service associated with it, you must follow AT&T’s standard processes and procedures to either reactivate wireless data service, for which you will be financially responsible, on the de-enrolled Number, or switch to a device that does not require wireless data service. If you fail to take one of these actions, AT&T reserves the right to add a wireless data service plan to the de-enrolled Number and bill you the appropriate monthly fees. See your Wireless Customer Agreement and device terms for more details.

5. AT&T cancels the Program

AT&T may discontinue the Program upon 30 days prior notice.

Upon such termination, your Program participation will end and wireless data service will be removed from your de-enrolled Number. Your de-enrolled Number will remain active with voice service only, subject to the terms of your Wireless Customer Agreement, and you will remain financially responsible for all amounts incurred under your account.

Note: Because your de-enrolled Number will have only voice service associated with it, you must follow AT&T’s standard processes and procedures to either reactivate wireless data service, for which you will be financially responsible, on the de-enrolled Number, or switch to a device that does not require wireless data service. If you fail to take one of these actions, AT&T reserves the right to add a wireless data service plan to the de-enrolled Number and bill you the appropriate monthly fees. See your Wireless Customer Agreement and device terms for more details.

For more Information

If you have any general questions regarding the Program, please contact your Company’s designated representative.