## SERVICE DISCOUNT AND AT&T SIGNATURE PROGRAM ATTACHMENT

## THIS ATTACHMENT APPLIES ONLY TO CUSTOMERS WITH AN AT&T MOBILE BUSINESS AGREEMENT (AMB) VERSION 14-A OR HIGHER.

- 1. **General.** Provided that Customer remains in full compliance with the Agreement, AT&T will make available to Customer the Service Discount and AT&T Signature Program, as described more fully in this Attachment.
- 2. **SERVICE DISCOUNT** Subject to the following, AT&T will provide End Users an 8% discount on Qualifying Plan(s) (the "Service Discount"). The Service Discount is available only if Customer has and maintains a minimum of five separate End Users, of which at least one is a CRU (the "Discounting Minimum"). AT&T will monitor the number of End Users associated with the Agreement once each month. If Customer meets the Discounting Minimum, AT&T will apply the Service Discount with respect to Customer's qualified End Users, as described below, within thirty days from the date of AT&T's monthly monitoring; provided, however, that (a) it may take up to two billing cycles from the date of AT&T's monthly monitoring for the Service Discount to appear on qualified End Users' invoices, and (b) the Service Discount will not be applied retroactively. If Customer does not meet the Discounting Minimum, AT&T may immediately discontinue providing the Service Discount with respect to Customer's qualified End Users.

To qualify for application of the Service Discount, Customer's End Users must be active on Qualifying Plans. A Qualifying Plan requires a set fee charged monthly for use of the Service available with the particular Plan (i.e., the monthly "plan charge", not the monthly per device "access charge", if any) ("MSC") of \$30 or higher (each, Qualifying Plan"). AT&T will apply the Service Discount only to the MSC of each eligible End User's Qualifying Plan(s) and not to any other charges of any kind (including, without limitation, charges for any other Plans or features). AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount and will advise End Users if such restrictions apply.

- 3. AT&T Signature Program. Customer's Employees may participate in the AT&T Signature Program as IRUs. Customer acknowledges and agrees that Employees must be validated in order to participate in the AT&T Signature Program, and that any Employees not so validated will not receive corresponding program benefits. IRUs participating in the AT&T Signature Program will be included for purposes of determining whether Customer meets the AMB Program and Service Discount eligibility requirements.
- 3.1 **Activation Processes and Procedures.** Each IRU participating in the AT&T Signature Program must:
  - (a) enter into, and be individually responsible for complying with, a separate, Customer Service Agreement between the IRU and AT&T; and
  - (b) follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time, including without limitation paying any applicable enrollment fees.
  - 3.2 **AT&T Signature Program Features**. Under the AT&T Signature Program:

- (a) IRUs may choose from select Plans available to AT&T consumer customers (provided they qualify for the chosen Plan); and
- (b) if Customer meets the Service Discount eligibility requirements set forth below, IRUs may receive the Service Discount on the Monthly Service Charge of such Qualifying Plan(s) identified as discount-eligible at <a href="https://www.att.com/signaturedataplans">www.att.com/signaturedataplans</a>.
- 4. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment) apply throughout all such documents. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement, the terms and conditions of this Attachment control but only with respect to the subject matter of this Attachment.