- **1. General.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide the iPhone Solution and the iPad Solution, as described more fully below.
- **1.1 iPhone Solution.** AT&T will provide iPhones and post-paid Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified End Users.
- **1.2 iPad Solution.** AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified End Users.
- **2. Plans.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements for iPhone depend on whether the End User has an iPhone that is compatible with (a) the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"); (b) the AT&T HSPA+ network ("HSPA+ iPhone"); or (c) the AT&T 4G LTE network ("4G LTE iPhone"). Certain legacy Plans are not available for use with iPhones and iPads. Subscription to Wireless Data Service is optional for the iPad Solution and depends on whether the End User has an iPad that is compatible with (a) the AT&T 3G network ("3G iPad") or (b) the AT&T 4G LTE network ("4G LTE iPad"). iPads do not support Voice Service (including voicemail) or Messaging Services.

## 2.1 Plan Requirements for the iPhone Solution.

- **2.1.1 Plan Requirements for 3G iPhone.** End Users must have either: (a) separate 3G-iPhone-compatible Plans for (i) eligible Voice Service and (ii) eligible Wireless Data Service; or (b) an eligible 3G-iPhone-compatible Plan offering both Voice Service and shared Wireless Data Service, and add the 3G iPhone to such Plan for an additional device access charge.
- 2.1.2 Plan Requirements for HSPA+ iPhone. End Users must have either: (a) separate HSPA+-iPhone-compatible Plans for (i) eligible Voice Service; and (ii) eligible Wireless Data Service; or (b) an eligible HSPA+ iPhone-compatible Plan offering both Voice Service and shared Wireless Data Service and add the HSPA+ iPhone to such Plan for an additional device access charge.
- **2.1.3** Plan Requirements for 4G LTE iPhone. End Users must have either: (a) separate 4G LTE iPhone-compatible Plans for (i) eligible Voice Service; and (ii) eligible Wireless Data Service; or (b) an eligible 4G LTE iPhone-compatible Plan offering both Voice Service and shared Wireless Data Service and add the 4G LTE iPhone to such Plan for an additional device access charge.

## 2.2 Plan Requirements for the iPad Solution.

- **2.2.1** Plan Requirements for 3G iPad. To receive Wireless Data Service as part of the iPad Solution for a 3G iPad, End Users must have (a) a separate 3G iPad-compatible Plan offering Wireless Data Service; or (b) an eligible 3G iPad-compatible Plan offering shared Wireless Data Service and add the 3G iPad to such Plan for an additional device access charge.
- **2.2.2 Plan Requirements for 4G LTE iPad.** To receive Wireless Data Service as part of the iPad Solution for a 4G LTE iPad, End Users must have (a) a separate 4G LTE iPad-compatible Plan offering Wireless Data Service; or (b) an eligible 4G LTE iPad-compatible Plan offering shared Wireless Data Service and add the 4G LTE iPad to such Plan for an additional device access charge.

- 3. Additional iPhone and iPad Terms and Conditions. Both the iPhone Solution and the iPad Solution utilize third party software and, accordingly, are subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs, Customer acknowledges and agrees to the Terms and Conditions found in the device box and at <a href="http://www.apple.com/legal/sla/">http://www.apple.com/legal/sla/</a>, as may be modified from time to time.
- **4. Service Discount.** Except as otherwise provided in the Agreement (*e.g.*, restrictions regarding Plans that do not qualify for the Service Discount and/or other credits or fee waivers (including, without limitation, all additional device charges under Mobile Share and other Plans)), AT&T will provide the Service Discount, applicable credit(s) and/or applicable waived fee(s) described in the Agreement (if any) with respect to qualified End Users activated on the Plans referenced in §2.1 and §2.2 above.
- **5. Restrictions.** The iPhone Solution and the iPad Solution may not be compatible with certain additional features and applications (e.g., OfficeReach™ and Unified Messaging), which may be disabled or removed at time of activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages may be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.
- 6. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and iPads and to activate, migrate, terminate or otherwise modify the iPhone Solution and/or the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones and iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPhone and iPad returns are subject to a restocking fee, except where prohibited, and except that iPad returns are not subject to a restocking fee if the iPad is returned unopened within AT&T's tablet return period. For complete details, Customer should refer to <a href="http://att.com/returnpolicy">http://att.com/returnpolicy</a>.
- **7. Discontinuation.** Notwithstanding anything to the contrary elsewhere in the Agreement, AT&T may (a) discontinue offering or providing the iPhone Solution at any time for any reason upon at least 30 days written notice to Customer, and (b) discontinue offering or providing the iPad Solution at any time for any reason without notice.
- **8. 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.