

ALLIANCE BILLING SERVICE ATTACHMENT

Last Revised 5/30/07

1. Alliance Billing Service. As a billing convenience, AT&T will include on Customer's monthly invoice(s) select charges for purchases from approved alliance vendors or merchants ("Merchants"). When Customer pays its AT&T bill, these funds will be processed by Wells Fargo Bank, N.A. ("Payment Processor") and paid to the applicable Merchant(s). This is called the "Alliance Billing Service." THE ALLIANCE BILLING SERVICE IS AVAILABLE ONLY TO CUSTOMER AND ITS END USERS WHO HAVE ACTIVATED SERVICE ON SELECT EQUIPMENT. ASK YOUR AT&T REPRESENTATIVE FOR MORE DETAILS. Use of the Alliance Billing Service is required for some offers, products, solutions, or programs, but is optional for others. Unless Customer indicates otherwise at the time of purchase, Customer will be deemed to have authorized purchases of goods and services from eligible Merchants to be billed to Customer's wireless bill, and AT&T will automatically enable the Alliance Billing Service pursuant to the terms and conditions of the Agreement and this Attachment.

2. Charges and Payment.

2.1 Charges. In addition to the provisions of §5 of the General Terms and Conditions regarding payment of charges, Customer acknowledges and agrees that Customer also will pay all charges for goods and services that are charged through the wireless bill using the Alliance Billing Service, whether such charges are incurred by Customer or its Corporate Responsibility Users ("CRUs").

2.2 Payment. Notwithstanding anything to the contrary in §5 of the General Terms and Conditions, Customer cannot dispute an Alliance Billing Service purchase by paying only a portion of the invoice. Failure by Customer to pay its wireless bill in full may lead to suspension or cancellation of Service. In addition, if Customer makes a partial payment of the total amount due on its wireless bill, AT&T may allocate, in its sole discretion, the funds received from Customer to the amounts owed directly to AT&T and the amounts to be paid to Merchants, and Customer will remain liable to each Merchant for the amount owed to the Merchant. Upon Customer's payment of Alliance Billing Service charges, AT&T will transfer funds and the related payment data to the Payment Processor. The Payment Processor will complete a payment to a Merchant only if it is informed by AT&T that Customer has remitted the funds to AT&T that are reflected on the Customer's monthly bill. The Payment Processor may select the appropriate payment transmission method (such as check or wire) for completing the payments to Merchants. The Payment Processor may rely upon information provided by Customer to AT&T for completing payments to Merchants. If AT&T and/or Payment Processor is unable to process Customer's requested payment to a Merchant, Customer will receive a credit on the next month's bill. AT&T or the Payment Processor may refuse to complete a requested payment, and the funds will be returned to Customer. Payments made by Customer through the Alliance Billing Service are not subject to stop payment, recall, refund or reversal. IN NO EVENT WILL AT&T OR THE PAYMENT PROCESSOR BE LIABLE TO CUSTOMER FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE ALLIANCE BILLING SERVICE IF IT ACTS IN GOOD FAITH AND IN ACCORDANCE WITH THIS ATTACHMENT IN PROCESSING (OR DECLINING TO PROCESS) THE REQUESTED PAYMENTS TO MERCHANTS. Nothing in this Attachment shall be deemed to establish an account, a deposit or any similar relationship between Customer and AT&T or between Customer and the Payment Processor. Nothing in this Attachment shall constitute an extension of credit to Customer by AT&T, a Merchant, or the Payment Processor.

3. Billing and Technical Inquiries. All billing inquiries regarding Alliance Billing Service purchases, including credit or refund requests, must be directed to AT&T's Customer Care at wireless.att.com/customer_service/ or by calling 1-800-888-7600. AT&T may limit the amount of time during

which a refund may be requested. All technical inquiries about the purchases should be directed to the appropriate Merchant.

4. Privacy. Please refer to the Privacy Policy at wireless.att.com/privacy, or such other site as AT&T may designate from time to time (the "AT&T Privacy Policy"), for information about AT&T's collection, use, disclosure and protection of information relating to Customer's use of the Alliance Billing Service. AT&T collects, and Customer consents to such collection of, the information Customer provides or confirms upon activation of the Alliance Billing Service, as well as information about Customer's purchases and other transaction information. AT&T discloses that information, and Customer consents to such disclosure, to those Merchants involved in the transaction, the merchant bank, merchant aggregators, and other vendors, companies or service providers used to facilitate or complete the transaction ("Third Parties"). Information about Customer received by those Third Parties will be governed by their own privacy policies, not this Attachment or the AT&T Privacy Policy. Whenever third parties have a role in any transaction, Customer should review their privacy policies and practices. Customer consents to Third Parties sharing information about Customer with AT&T to facilitate Alliance Billing Service transactions. Customer understands and agrees that the Payment Processor will have access to information about Customer to the extent necessary to perform its payment processing functions hereunder. In addition, Customer authorizes AT&T, Payment Processor and their respective suppliers to collect, access, exchange and process the information provided or confirmed by Customer at activation or other information about the transactions as required to provide the Alliance Billing Service and related benefits to Customer or its CRUs.

5. Merchant Relationships. Customer understands and agrees that in providing the Alliance Billing Service: (a) AT&T is only facilitating Customer's access to the participating Merchants and is not responsible for any of the transactions or purchases made using the Alliance Billing Service; (b) AT&T is not a third party beneficiary of or guarantor of performance with respect to any such transactions; and (c) AT&T IS NOT LIABLE TO CUSTOMER FOR THE FAILURE OF ANY MERCHANT, OR FOR THE FAILURE OF CUSTOMER, TO ENTER INTO OR COMPLETE SUCH TRANSACTION. In addition, Customer understands and agrees that AT&T may, from time to time and in its sole discretion, modify, substitute, or terminate the Payment Processor and/or its payment processing functions hereunder.

6. Additional Disclaimers. IN ADDITION TO THE DISCLAIMERS SET FORTH ELSEWHERE IN THE AGREEMENT, THE ALLIANCE BILLING SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T, PAYMENT PROCESSOR AND THEIR RESPECTIVE SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE ALLIANCE BILLING SERVICE.

7. Additional Limitations of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, AT&T, PAYMENT PROCESSOR AND THEIR RESPECTIVE SUPPLIERS ARE NOT LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES CAUSED OR ARISING OUT OF: (a) ACTS OR OMISSIONS OF ANY OF THE PARTICIPATING MERCHANTS OR THIRD PARTIES, OR ANY OF THEIR RESPECTIVE AGENTS, INCLUDING THE INACCURACY OR MISDELIVERY OF ANY OFFERS MADE BY SUCH MERCHANTS OR THIRD PARTIES; (b) INTERRUPTIONS OR PROBLEMS WITH ACCESSING THE ALLIANCE BILLING SERVICE; OR (c) DEACTIVATION OR TERMINATION OF THE ALLIANCE BILLING SERVICE FOR ANY OR ALL THIRD PARTY CHARGES. IN NO EVENT WILL AT&T, PAYMENT PROCESSOR OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS OR DATA) ARISING OUT OF THIS ATTACHMENT OR CUSTOMER'S USE OR INABILITY TO USE THE ALLIANCE BILLING SERVICE, REGARDLESS OF WHETHER AT&T, PAYMENT PROCESSOR OR THEIR RESPECTIVE SUPPLIERS WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES,

AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

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.