

## CORPORATE CO-PAY ATTACHMENT

Last Revised 07/17/16

**1. General.** Pursuant to the terms and conditions of the Agreement (including without limitation this Attachment), AT&T will enable Customer to participate in the Corporate Co-Pay flexible billing program described below (the "Co-Pay Program") Customer must be in compliance with the Agreement in order to participate in the Co-Pay Program.

**1.1 Availability; IRUs Only.** The Co-Pay Program is available only to eligible IRUs who are active on Plans that are available in AT&T's National Billing Instance billing system ("NBI"). Any Employees (including existing IRUs) on Service in other billing systems will be required to migrate to Plans available to IRUs in NBI prior to enrollment. In such case, the Employee's existing account will be closed and a new IRU account will be created in NBI. In addition, Employees will not be able to enroll in the Program if they are enrolled in the Split Liability Billing Program.

**1.2 Premier.** Customer can only access the Co-Pay Program online through Premier.

**1.3 No Combined Billing.** The Co-Pay Program is not available in connection with any combined wireline/wireless billing solution provided to Customer by AT&T or one of its Affiliates.

## **2. Co-Pay Program.**

**2.1 Eligibility Requirement.** In order to participate in the Co-Pay Program, Customer must have a minimum of one hundred (100) enrolled Co-Pay IRUs within ninety (90) days of Customer's first Co-Pay IRU enrollment and at all times thereafter for the duration of Customer's participation.

**2.2 Functionality.** Under the Co-Pay Program, AT&T will provide Customer with the ability to make a fixed monthly payment toward the monthly invoice of each Co-Pay IRU, as more fully described below.

**2.2.1 Customer Contact.** Customer must designate at least one Company representative with responsibility for, among other things: (a) setting up Customer's Co-Pay Program profile in Premier, including without limitation creating the Allowance Tiers and associated Co-Pay Allowances described below; and (b) when available, reviewing Co-Pay Allowance requests submitted by Co-Pay IRUs requesting to participate in the Co-Pay Program.

**2.2.2 Allowance Tiers.** At least one Allowance Tier is required to implement the Co-Pay Program, but Customer may designate up to three (3) different Allowance Tiers. Customer must select one (1) Allowance Tier for each Co-Pay IRU.

**2.2.3 Co-Pay Allowances.** Each Allowance Tier will be associated with a Co-Pay Allowance. Customer can change the Co-Pay Allowance(s) up to two (2) times per year.

**2.2.4 Enrollment; Policies and Processes.** AT&T shall make available to Customer one of two enrollment processes: (a) an AT&T-Initiated IRU Enrollment Process; or (b) an IRU Enrollment ID-Based Process. AT&T reserves the right to choose which of the two enrollment processes to make available to Customers.

**2.2.4.1 AT&T-Initiated IRU Enrollment Process.** In the AT&T-Initiated IRU Enrollment Process, Customer shall provide AT&T information regarding eligible IRUs who have indicated a desire to participate in the Co-Pay Program through Premier. Information required shall include, among other things, the eligible IRU's name, company email address, phone number, the Allowance Tier customer has assigned to the eligible IRU, and any other information AT&T may need to complete the enrollment process. Upon submission of the information pertaining to eligible IRUs wishing to participate

in the Co-Pay program, AT&T shall contact each eligible IRU by phone to: (a) ascertain whether the eligible IRU has reviewed and accepted the terms of participation in the Co-Pay Program; and, if so (b) complete the IRU's enrollment in the Co-Pay Program, making the eligible IRU a "Co-Pay IRU.". AT&T shall make no more than three attempts to reach the eligible IRU. If AT&T is unable to reach the IRU and complete the enrollment process after no more than three attempts, or if the IRU does not accept the terms of participation in the program, the IRU shall not be enrolled in the Co-Pay Program and shall not be considered a Co-Pay IRU. Customer and the Co-Pay IRUs must follow any additional policies and processes established by AT&T from time to time to enroll, move between Allowance Tiers, participate or terminate participation in the Co-Pay Program. Once enrolled in the Co-Pay Program, AT&T will invoice Customer and the Co-Pay IRU in accordance with §2.4 below.

**2.2.4.2 IRU Enrollment ID-Based Process.** In the IRU Enrollment ID-Based Process, Customer shall provide AT&T information regarding eligible IRUs who have indicated a desire to participate in the Co-Pay Program through Premier. AT&T shall create an Enrollment ID for each eligible IRU submitted by Customer. Customer is solely responsible for maintaining confidentiality of the Enrollment ID(s), and Customer accepts responsibility for all enrollments in the Co-Pay Program using such Enrollment ID(s). Unless Customer provides the Enrollment ID(s) as part of a bulk enrollment request, Customer must provide each Co-Pay IRU with the Enrollment ID(s) for the appropriate Allowance Tier, and each Co-Pay IRU must enroll in the Co-Pay Program using such Enrollment ID(s). Customer and the Co-Pay IRUs must follow any additional policies and processes established by AT&T from time to time to enroll, move between Allowance Tiers, participate or terminate participation in the Co-Pay Program.

**2.2.4.2.1 Order Processing for IRU Enrollment ID-Based Process.** Co-Pay IRUs enrolling in the Co-Pay Program will use the Enrollment ID to enroll in the Co-Pay Program. Before AT&T processes each Co-Pay IRU's enrollment request and order, AT&T will submit the Co-Pay IRU's requested Allowance Tier to the Customer Contact, and the Customer Contact will either approve or reject the Allowance Tier within thirty (30) days. Allowance Tiers not approved or rejected by the Customer Contact within such timeframe will result in the enrollment request and order being cancelled. If the Customer Contact approves the requested Allowance Tier, AT&T will proceed to process the Co-Pay IRU's enrollment and order and will invoice Customer and the Co-Pay IRU in accordance with §2.4 below. Customer accepts responsibility for all approved enrollment and Allowance Tier requests. If the Customer Contact rejects or fails to approve the requested Allowance Tier, AT&T will advise the Co-Pay IRU that his or her enrollment and order were rejected and provide the Co-Pay IRU the opportunity to place a new enrollment request and order. AT&T may rely on the authority of any Co-Pay IRU who enrolls in the Co-Pay Program using the Enrollment ID(s) and/or is approved by the Customer Contact.

**2.2.4.2.2 Movement Between Allowance Tiers for IRU Enrollment ID-Based Process.** Customer can enable Co-Pay IRUs to move between Allowance Tiers up to two (2) times per year by (a) removing the Co-Pay IRU from the Co-Pay Program in accordance with the process described in §2.6.2 below and (b) directing the Co-Pay IRU to re-enroll in the Co-Pay Program at the new Allowance Tier. Customer must provide the Co-Pay IRU with the Enrollment ID(s) for the new Allowance Tier, and the Co-Pay IRU must re-enroll using such new Enrollment ID(s). It may take up to two (2) billing cycles following re-enrollment before the new Co-Pay Allowance applies.

**2.3 Financial Responsibility.** Customer is financially responsible for the Co-Pay Allowance selected for each Co-Pay IRU. Each Co-Pay IRU is financially responsible for all charges incurred under the Co-Pay IRU's account, including without limitation Service and Equipment charges, Taxes, fees and other amounts, less the Co-Pay Allowance.

**2.3.1 Customer's Failure to Pay.** If Customer fails to timely pay for any Co-Pay Allowance, then (a) Customer may not add new Co-Pay IRUs to the Co-Pay Program; and/or (b) AT&T may immediately terminate Customer's (and all of its Co-Pay IRUs') participation in the Co-Pay Program; provided, however, that the Co-Pay IRUs' Service and respective accounts will remain active, subject to the terms and conditions of their respective IRU Service Agreements, and the Co-Pay IRUs will remain financially responsible for all amounts due under their respective accounts.

**2.3.2 Co-Pay IRU's Failure to Pay.** If a Co-Pay IRU fails to timely pay for amounts due under his or her individual account, then such Co-Pay IRU is ineligible to participate in the Co-Pay Program, and AT&T will follow its standard processes and procedures to suspend or terminate all Service to such Co-Pay IRU.

**2.3.3 Proration of Co-Pay Allowance; No Refunds.** If a Co-Pay IRU enrolls in the Co-Pay Program, or ceases to participate in the Co-Pay Program for any reason (including without limitation the Co-Pay IRU's failure to pay or voluntary or involuntary termination), at any time other than the first day of a billing cycle, any available Co-Pay Allowance will be prorated for that billing cycle. Moreover, in the event Customer and/or a Co-Pay IRU ceases to participate in the Co-Pay Program for any reason, Customer will not be entitled to a refund of any Co-Pay Allowances paid by Customer with respect to a Co-Pay IRU.

**2.4 Invoicing.** Each month, in accordance with §2.3 above, AT&T (a) will invoice Customer for all Co-Pay Allowances with respect to its Co-Pay IRUs, and (b) will invoice each Co-Pay IRU for all amounts due under his or her account, less any applicable Co-Pay Allowance (or prorated portion thereof). In the event that a Co-Pay IRU's Co-Pay Allowance is greater than the amount due with respect to the Co-Pay IRU's enrolled Number for a particular billing cycle, then the Co-Pay Allowance will be reduced so that it is equal to such amount. It may take up to two (2) billing cycles after a Co-Pay IRU enrolls in the Co-Pay Program for the applicable Co-Pay Allowance to appear on the Co-Pay IRU's invoice.

**2.5 Customer's Responsibilities.** Customer must (a) provide each Co-Pay IRU with a copy of the End User Handout and any related printed materials and information reasonably requested by AT&T from time to time, and (b) explain to each Co-Pay IRU how the Co-Pay Program works including, without limitation, that (i) the Co-Pay IRU is financially responsible for all amounts incurred under its account less any applicable Co-Pay Allowance; (ii) the Co-Pay IRU's Service and Co-Pay Program participation are governed by his or her IRU Service Agreement and the End User Handout; (iii) Customer will have access to the Co-Pay IRU's name, enrolled Number, and billing cycle; and (iv) the Co-Pay IRU may be required to obtain a new IRU account and select a new Plan. Customer is responsible for immediately advising AT&T, by following the process in §2.7.2 below, when any Co-Pay IRU participating in the Co-Pay Program ceases to be an Employee.

## **2.6 Termination.**

**2.6.1 Customer Terminates Participation.** If Customer desires to terminate its participation in the Co-Pay Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to all Co-Pay IRUs, and, within two (2) billing cycles after receipt of the request, AT&T will terminate all Co-Pay IRUs' participation in the Co-Pay Program. Except for Co-Pay Allowance amounts already invoiced to Customer, Customer will no longer have financial responsibility for any Co-Pay Allowances (subject to §2.3.3 above) upon such termination. Under such circumstances, all Co-Pay IRUs will retain their Service, subject to the terms and conditions of their respective IRU Service Agreements, and will remain financially responsible for all amounts incurred under their respective individual accounts.

**2.6.2 Customer Removes Co-Pay IRU.** If Customer desires to remove a Co-Pay IRU from the Co-Pay Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to such Co-Pay IRU, and, within two (2) billing cycles after receipt of the request, AT&T will terminate such Co-Pay IRU's participation in the Co-Pay Program. Except for Co-Pay Allowance amounts already invoiced to Customer, Customer will no longer have financial responsibility for the Co-Pay Allowance for such Co-Pay IRU (subject to §2.3.3 above) upon such termination. Under such circumstances, the Co-Pay IRU will retain his or her Service, subject to the terms and conditions of his or her IRU Service Agreement and will remain financially responsible for all amounts incurred under his or her individual account.

**2.6.3 Co-Pay IRU Terminates Participation.** If a Co-Pay IRU desires to terminate his or her participation in the Co-Pay Program, he or she must advise the Customer Contact, who must submit a de-enrollment request (using the form available through Premier) with respect to such Co-Pay IRU. Within two (2) billing cycles after receipt of the request, AT&T will terminate such Co-Pay IRU's participation in the Co-Pay Program. Except for Co-Pay Allowance amounts already invoiced to Customer, Customer will no longer have financial responsibility for the Co-Pay Allowance for such Co-Pay IRU (subject to §2.3.3 above) upon such termination. Under such circumstances, the Co-Pay IRU will retain his or her Service, subject to the terms and conditions of his or her IRU Service Agreement, and will remain financially responsible for all amounts incurred under his or her individual account.

**2.6.4. AT&T Terminates Co-Pay Program.** AT&T may, at any time and in its sole discretion, discontinue the Co-Pay Program upon thirty (30) days prior notice to Customer and affected Co-Pay IRUs. Except for Co-Pay Allowance amounts already invoiced to Customer, Customer will no longer be financially responsible for any Co-Pay Allowances (subject to §2.3.3 above) upon such termination, and the rule described in §2.6.1 above for Co-Pay IRUs will apply.

### **3. Definitions.**

**3.1 "Allowance Tier"** means a corporate allowance level for Co-Pay IRUs, as determined by Customer.

**3.2 "Co-Pay Allowance"** means a fixed monthly payment determined solely by Customer. Customer's Co-Pay Allowance(s) can be any amount (*i.e.*, Customer could select \$.10, \$22.87, \$50.00 or any other amount as the Co-Pay Allowance for an Allowance Tier).

**3.3 "Co-Pay IRU"** means IRUs that are expressly authorized by Customer to participate in the Co-Pay Program.

**3.4 "End User Handout"** means the applicable document for Co-Pay IRUs that details the Co-Pay Program functionality.

**3.5 "Enrollment ID" or "Enrollment IDs"** means the identification number, password and/or authorization code associated with an Allowance Tier for use by Co-Pay IRUs enrolling in the Co-Pay Program using the IRU Enrollment ID-Based Process.

**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.