SPLIT BILLING ATTACHMENT

Last Revised 7/17/16

1. General. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide Customer with either or both of Split Billing's flexible billing programs, as described more fully in this Attachment: (a) Split Invoicing (the "Split Invoicing Program") and (b) Split Liability Billing (the "SLB Program"). The Split Invoicing Program and the SLB Program are referred to collectively herein as the "Programs". Customer must be in compliance with the Agreement in order to participate in the Programs.

1.1 Eligibility. In order to participate in either or both of the Programs, Customer must have a minimum of one hundred (100) enrolled SI End Users and/or SLB End Users within ninety (90) days of Customer's first SI End User and/or SLB End User enrollment and at all times thereafter for the duration of Customer's participation.

1.2 Premier. Customer can only access the Programs online through Premier.

1.3 No Combined Billing. The Programs are not available in connection with any combined wireline/wireless billing solution provided to Customer by AT&T or one of its Affiliates.

2. Split Invoicing Program.

2.1 Availability; CRUs Only. The Split Invoicing Program is available only to eligible CRUs who are active on qualified Plans that are available in NBI. Any Employees on Service in other billing systems will be required to migrate to qualified Plans available to CRUs in NBI prior to enrollment. In such cases, the Employee's existing account will be closed and a new Split Invoicing Account will be created in NBI for Customer.

2.2 Functionality. Under the Split Invoicing Program, AT&T will provide Customer with the ability to split its SI End Users' Qualified Data Charges and all other Service charges between (a) two of Customer's consolidated invoices and/or (b) one of Customer's consolidated invoices and each SI End User's invoice, as more fully described below. If Customer selects option (a), Customer will receive a consolidated invoice for all Qualified Data Charges incurred by its SI End Users and a separate consolidated invoice for all other amounts incurred by its SI End Users. If Customer selects option (b), Customer will receive a consolidated invoice for all Qualified Data Charges incurred by its SI End Users and each of its SI End Users will receive an invoice for all other amounts due with respect to the Split Invoicing Account.

2.2.1 Enrollment; Policies and Processes. Customer must ensure that each SI End User is associated with the Split Invoicing Account prior to enrolling the SI End User in the Split Invoicing Program. Customer must follow any additional policies and processes established by AT&T to enroll, participate or terminate participation in the Split Invoicing Program. AT&T may reasonably rely on the authority of any person who submits an SI End User enrollment request on Customer's behalf.

2.3 Financial Responsibility. Customer is financially responsible for all charges related to its SI End Users' invoices, regardless of where the invoice is sent.

2.4 Invoicing. Each month, in accordance with §2.3 above, AT&T will (a) invoice the Corporate Target Account for Qualified Data Charges incurred by SI End Users' enrolled Numbers, and (b) invoice the Split Invoicing Account for all other amounts due for that billing cycle. It may take several billing cycles after the Split Invoicing Program is implemented for the Service charges to be fully split.

2.5 Customer's Responsibilities. Customer must explain to each SI End User how the Split Invoicing Program works.

2.6 Termination.

2.6.1 Customer Terminates Participation. If Customer desires to terminate its participation in the Split Invoicing Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to all SI End Users, and, within two (2) billing cycles after receipt of the request, AT&T will (a) terminate all SI End Users' participation in the Split Invoicing Program, and (b) bill all of Customer's SI End Users' charges to the Split Invoicing Account.

2.6.2 Customer Removes SI End User. If Customer desires to remove an SI End User from the Split Invoicing Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to such SI End User, and, within two (2) billing cycles after receipt of the request, AT&T will (a) terminate such SI End User's participation in the Split Invoicing Program, and (b) bill the SI End User's charges to the Split Invoicing Account.

2.6.3 AT&T Terminates Split Invoicing Program. AT&T may, at any time and in its sole discretion, discontinue the Split Invoicing Program upon thirty (30) days prior notice to Customer. If AT&T terminates the Split Invoicing Program, then, within two (2) billing cycles, all of Customer's CRUs' charges will be billed to the Split Invoicing Account.

3. SLB Program.

3.1 Availability; IRUs Only. The SLB Program is available only to eligible IRUs who are active on qualified Plans that are available in NBI. Any Employees (including existing IRUs) on Service in other billing systems will be required to migrate to qualified Plans available to IRUs in NBI prior to enrollment. In such cases, the Employee's existing account will be closed and a new IRU billing account will be created in NBI. In addition, Employees will not be able to enroll in the SLB Program if they are enrolled in the Corporate Co-Pay Program..

3.2 Functionality. Under the SLB Program, AT&T will provide Customer with the ability to pay for Qualified Data Charges incurred by SLB End Users, as more fully described below. Specifically, charges associated with the SLB End Users' enrolled Numbers will be split between Customer and the SLB End User, with (a) Customer receiving a consolidated invoice for the Qualified Data Charges associated with all of the enrolled Numbers and (b) each SLB End User receiving an invoice for all other amounts he or she incurred under his or her respective SLB End User Account.

3.2.1 Customer Contact. Customer must designate a Customer representative with responsibility for, among other things: (a) setting up Customer's SLB Program profile, including without limitation establishing the Corporate Target Account ; and (b) reviewing Wireless Data Service placed by SLB End Users participating in the SLB Program.

3.2.2 Enrollment; Policies and Processes. Customer shall use Premier to provide AT&T information regarding SLB End Users whom Customer desires to enroll in the SLB Program. SLB End User information required shall include, among other things, the SLB End User's name, company email address, phone number, other information AT&T may need to complete the enrollment process and the Qualified Data Service for which the SLB End User is eligible. AT&T shall contact each SLB End User by phone to: (a) ascertain whether the eligible IRU has reviewed and accepted the terms of participation in the SLB Program as set forth in the SLB End User Handout; and, if so (b) complete the SLB End User's enrollment in the SLB Program. AT&T shall make no more than three attempts to reach the eligible SLB End User to complete enrollment. If AT&T is unable to reach the SLB End User and complete the enrollment process after no more than three attempts, or if the SLB End User does not accept the terms of participation in the program, the SLB End User shall not be enrolled in the SLB Program and shall not be considered a SLB End User.

3.2.3 Order Processing. After an SLB End User is enrolled in the SLB Program, AT&T will process the SLB End User's order, and will invoice Customer and the SLB End User in accordance with §3.4 below. Customer accepts responsibility for all approved orders.

3.3 Financial Responsibility. Customer is financially responsible for Qualified Data Charges incurred by SLB End Users with respect to their enrolled Numbers. Each SLB End User is financially responsible for all other amounts due under his or her SLB End User Account, including without limitation (a) all other Service and Equipment charges, Taxes, and fees with respect to his or her enrolled Number and (b) all Service and Equipment charges, Taxes and fees with respect to any other Numbers on his or her account. **Customer acknowledges that, following Customer's approval of the initial enrollment request and order, each SLB End User (not Customer) will be able to make subsequent changes to his or her SLB End User Account without further Customer approval, including without limitation changing the Qualified Data Service associated with his or her enrolled Number. If an SLB End User changes his or her Qualified Data Service and Customer does not approve of the new selection, Customer will remain financially responsible for the SLB End User's Qualified Data Charges until Customer follows the process in §3.8.2 below to remove the SLB End User from the SLB Program.**

3.3.1 Customer's Failure to Pay. If Customer fails to timely pay for Qualified Data Charges, then (a) Customer may not add new SLB End Users and/or (b) AT&T may immediately terminate (i) the Qualified Data Service associated with the SLB End Users' enrolled Numbers and (ii) Customer's (and all of its SLB End Users') participation in the SLB Program. Under such circumstances, the SLB End Users' Voice Service associated with the de-enrolled Number will remain active, subject to the terms and conditions of their IRU Service Agreements, and the SLB End Users will remain financially responsible for all amounts due under their respective accounts. Following termination, the SLB End Users must follow AT&T's standard processes and procedures to either reactivate Wireless Data Service for the de-enrolled Number or switch to alternate Equipment that does not require Wireless Data Service. With regard to any SLB End Users who fail to take one of the above actions, AT&T reserves the right to add a Wireless Data Service Plan to the de-enrolled Number and bill the SLB End User the appropriate monthly fees.

3.3.2 SLB End User's Failure to Pay. If an SLB End User fails to timely pay for amounts due under his or her SLB End User Account, then such SLB End User is ineligible to participate in the SLB Program, and AT&T will follow its standard processes and procedures to suspend or terminate all Service to such SLB End User.

3.4 Invoicing. Each month, in accordance with §3.3 above, AT&T will (a) invoice the Corporate Target Account for the Qualified Data Charges incurred by all SLB End Users with respect to their respective enrolled Numbers, and (b) invoice each SLB End User Account for all other amounts due under such SLB End User Account for that billing cycle.

3.4.1 Billing Cycle. The billing cycle for a Corporate Target Account must match the billing cycle for each corresponding SLB End User Account.

3.4.2 Billing Method. Under the SLB Program, the determination of whether Customer is billed in advance or in arrears for wireless service is driven entirely by the corresponding SLB End User's billing method. AT&T's new service activations for IRUs are established as billing in advance; however certain SLB End Users may be on legacy AT&T plans that continue to bill in arrears. Accordingly, if Customer authorizes its IRUs to participate in the SLB Program as SLB End Users, Customer may be billed in advance with respect to certain SLB End Users and may be billed in arrears with respect to other SLB End Users. **By authorizing SLB End Users, Customer acknowledges and consents to this billing method.**

3.5 Customer's Responsibilities. Customer must provide each SLB End User with a copy of the SLB End User Handout, and any related printed materials and information reasonably requested by AT&T from time to time. Customer must explain to each SLB End User how the SLB Program works

including, without limitation, that (i) the SLB End User is financially responsible for all charges incurred with respect to the enrolled Number (and any other Number under its account) except for Qualified Data Charges associated with the enrolled Number; (ii) the SLB End User's Service and SLB Program participation are governed by his or her IRU Service Agreement and the SLB End User Handout; and (iii) Customer will have access to the SLB End User's name, enrolled Number, billing cycle, Qualified Data Service usage detail for the enrolled Number, and (iv) SLB End User 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 §3.8.2 below, when any SLB End User participating in the SLB Program ceases to be an Employee.

3.6 Proration of Charges; No Refunds. If an SLB End User enrolls in the SLB Program, or ceases to participate in the SLB Program for any reason (including without limitation the SLB End User's failure to pay or voluntary or involuntary termination), at any time other than the first day of a billing cycle, any Qualified Data Charges to be billed to Customer will be prorated for that billing cycle. Moreover, in the event Customer and/or an SLB End User ceases to participate in the SLB Program for any reason (including without limitation the SLB End User's failure to pay or voluntary or involuntary termination), Customer will not be entitled to a refund of any amounts paid by Customer with respect to an SLB End User's Qualified Data Service.

3.7 International Roaming. Customer expressly authorizes all SLB End Users to incur unlimited international roaming charges with respect to the enrolled Number. Customer acknowledges and agrees that it is liable for such roaming charges even though it may not be able to predict the amount of those charges.

3.8 Termination.

3.8.1 Customer Terminates Participation. If Customer desires to terminate its participation in the SLB Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to all SLB End Users, and, within two (2) billing cycles after receipt of the request, AT&T will terminate (a) the Qualified Data Service associated with all enrolled Numbers, and (b) Customer's (and all of its SLB End Users') participation in the SLB Program. Except for Qualified Data Charges already invoiced to Customer, Customer will no longer have financial responsibility for any SLB End Users' Qualified Data Charges upon termination. Under such circumstances, all SLB End Users will (i) retain the Voice Service associated with their de-enrolled Numbers, subject to the terms and conditions of their respective IRU Service Agreements, and (ii) remain financially responsible for all amounts incurred under their respective individual accounts. Following termination, the SLB End Users must either reactivate Wireless Data Service or switch to alternate Equipment as described in Section 3.3.1 above.

3.8.2 Customer Removes SLB End User. If Customer desires to remove an SLB End User from the SLB Program, then Customer must submit a de-enrollment request (using the form available through Premier) with respect to such SLB End User, and, within two (2) billing cycles after receipt of the request, AT&T will terminate (a) the Qualified Data Service associated with the SLB End User's enrolled Number and (b) the SLB End User's participation in the SLB Program. Except for Qualified Data Charges already invoiced to Customer, Customer will no longer have financial responsibility for the SLB End User's Qualified Data Charges upon such termination. Under such circumstances, the SLB End User will (i) retain his or her Voice Service associated with the de-enrolled Number, subject to the terms and conditions of his or her IRU Service Agreement, and (ii) remain financially responsible for all amounts incurred under his or her individual account. Following termination, the SLB End Users must either reactivate Wireless Data Service or switch to alternate Equipment as described in Section 3.3.1 above.

3.8.3 SLB End User Terminates Participation. If an SLB End User desires to terminate his or her participation in the SLB 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 SLB End User. Within two (2) billing cycles, AT&T will terminate (a) the Qualified Data Service associated with

the SLB End User's enrolled Number and (b) the SLB End User's participation in the SLB Program. Except for Qualified Data Charges already invoiced to Customer, Customer will no longer have financial responsibility for the SLB End User's Qualified Data Charges upon termination. Under such circumstances, the SLB End User will (i) retain his or her Voice Service associated with the de-enrolled Number, subject to the terms and conditions of his/her IRU Service Agreement, and (ii) remain financially responsible for all amounts incurred under his/her individual account. Following termination, the SLB End Users must either reactivate Wireless Data Service or switch to alternate Equipment as described in Section 3.3.1 above.

3.8.4 AT&T Terminates SLB Program. AT&T may, at any time and in its sole discretion, discontinue the SLB Program upon thirty (30) days prior notice to Customer and the affected SLB End Users. Except for Qualified Data Charges already invoiced to Customer, Customer will no longer be financially responsible for any SLB End Users' Qualified Data Charges upon such termination, and the rules described in §3.8.1 above for SLB End Users will apply.

4. Definitions.

4.1 "Corporate Target Account" means, with respect to both the SLB Program and the Split Invoicing Program, one of Customer's corporate-liable billing accounts under the Customer's foundation account.

4.2 "NBI" means AT&T's National Billing Instance billing system.

4.3 "Non-Qualified Data Charges" means any charges related to (a) pooled, shared or group Plans; (b) Wi-Fi Service 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) all other charges not described as "Qualified Data Charges" under the Agreement.

4.4 "Non-Qualified Data Services" means Wireless Data Service provided under a pooled, shared or group Plan, Wi-Fi Service other than Wi-Fi Connect, SMS, downloads such as ring tones and graphics, and any other services not described as "Qualified Data Services" under the Agreement.

4.5 "Qualified Data Charges" means (a) Monthly Service Charges, usage charges, and roaming charges for all Qualified Data Services except those listed under Non-Qualified Data Charges; (b) charges for purchases from approved Merchants under Alliance Billing Service; (c) any promotional credit(s) offered by AT&T for activating and maintaining Plans for Qualified Data Service and Voice Service on the same Number; and (d) taxes related to Qualified Data Charges.

4.6 "Qualified Data Services" means Wireless Data Service (except such services listed under Non-Qualified Data Services) and Wi-Fi Connect.

4.7 "SI End User" means a CRU activating Service that is expressly authorized by Customer to participate in the Split Invoicing Program.

4.8 "SLB End User" means an IRU activating Service that is expressly authorized by Customer to participate in the SLB Program.

4.9 "SLB End User Account" means, with respect to the SLB Program, the SLB End User's IRU billing account.

4.10 "**SLB End User Handout"** means a separate document detailing SLB Program functionality for the SLB End User.

4.11 "Split Billing" means, collectively, the SLB Program and the Split Invoicing Program.

4.12 "Split Invoicing Account" means, with respect to the Split Invoicing Program, a corporate-liable billing account associated with a particular Customer cost center or with a single SI End User.

5. 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.