iPHONE ATTACHMENT Last Revised 6/19/09

1. General. Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified Corporate Responsibility Users ("CRUs") and Individual Responsibility Users ("IRUs") (CRUs and IRUs are, at times, referred to together herein as "End Users"). Customer's IRUs with the iPhone Solution for Original iPhone (as defined below) cannot participate in AT&T's Split Liability Billing Program.

2. Contribution Toward Program Requirements and Commitments. Customer's End Users with the iPhone Solution and the Service Revenue generated by such End Users (a) will be included for purposes of determining whether Customer meets the program eligibility requirements set forth in the Agreement and (b) will contribute to Customer's MAC or monthly volume of Qualified Charges, as applicable.

3. Plans. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (a) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones.

3.1 Plan Requirements for Original iPhone.

3.1.1 CRUs. CRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an Original iPhone-eligible Enterprise Data Plan for iPhone.

3.1.2 IRUs. IRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan), and (b) an Original iPhone-eligible Data Plan for iPhone.

3.2 Plan Requirements for 3G iPhone. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of 3G iPhone to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Enterprise Data Plan for iPhone, a 3G iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may, from time to time, designate for such use.

4. Additional iPhone Terms and Conditions. The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at http://www.apple.com/legal/sla/docs/iphone.pdf, as may be modified from time to time.

5. CRU Terms. To the extent the Agreement requires each of Customer's CRUs to have a two, one or zero-year CRU Term, Customer is hereby advised that the iPhone Solution is available only with a two-year CRU Term.

6. Discounts.

6.1 Service Discount.

6.1.1 Original iPhone.

6.1.1.1 CRUs. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable CRU-related credit or waived fee described in the Agreement with respect to CRUs activated on the Plans referenced in §3.1.1 above.

6.1.1.2 IRUs. Notwithstanding anything to the contrary in the Agreement, AT&T will not provide the Service Discount, or any credit or waived fee described in the Agreement, to IRUs activated on the Plans referenced in §3.1.2 above.

6.1.2 3G iPhone. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable credit or waived fee described in the Agreement with respect to End Users activated on the Plans referenced in §3.2 above.

6.2 Equipment Discount. Notwithstanding anything to the contrary in the Agreement, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Agreement, on iPhones or Apple-branded accessories.

7. Restrictions. The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced in §3 above and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

8. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and to activate, migrate, terminate or otherwise modify the iPhone 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 only in AT&T retail locations and through Premier, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.